

APOPKA CITY COUNCIL AGENDA
January 04, 2017 1:30 PM
APOPKA CITY HALL COUNCIL CHAMBERS
Agendas are subject to amendment through
5:00pm on the day prior to City Council Meetings

CALL TO ORDER

INVOCATION - Pastor Joe A. Bankson of Victory Church
PLEDGE

APPROVAL OF MINUTES:

1. City Council meeting December 7, 2016.

AGENDA REVIEW

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

Proclamations:

1. Arbor Day Proclamation presented to Recreation Director David Burgoon.

Mayor Kilsheimer

Employee Recognition:

- ❖ Five Year Service Award - Jose Posadas - Public Services/Facilities Maintenance
- ❖ Ten Year Service Award - Charles Stephenson Jr. - Public Services/Fleet Maintenance
- ❖ Ten Year Service Award - Ashley Sullivan - Police/Field Services
- ❖ Fifteen Year Service Award - Ben Mewhirter - Fire/EMS
- ❖ Fifteen Year Service Award - Terrance Hicks - Public Services/Water Maintenance

Public Comment Period:

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

CONSENT (Action Item)

1. Authorize an agreement for Utility Bill Printing and Mailing Services with Municipal Code Corporation.
2. Authorize a Donation from the Law Enforcement Trust Funds to Kid's House Children s Advocacy Center.
3. Authorize the acceptance of the KaBOOM! grant and approve the funding.
4. Authorize a partnership with the Orlando Magic for a Jr. Magic Basketball League.
5. Authorize a lease to own agreement for commercial equipment in the Recreation Department.
6. Authorize a contract amendment with the Department of Corrections for an inmate work squad.
7. Authorize the Purchase of two Bypass Pumps for sanitary sewer lift stations.
8. Authorize an Incubator Agreement with the University of Central Florida.
9. Authorize an agreement and funding with the City of Life Foundation.

BUSINESS (Action Item)

1. Preliminary Development Plan – Carriage Hill Residential Subdivision - Quasi-Judicial

David Moon

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 2543 - First Reading - Fire and Police Impact Fees
2. Ordinance No. 2544 - First Reading - Parks and Recreation Impact Fees
3. Ordinance No. 2545 - First Reading - Adjust Pension Board Member Terms
4. Resolution No. 2017-01 - Florida League of Cities Appointment.

Glenn A. Irby
Glenn A. Irby
Sharon Thornton
Mayor Kilsheimer

CITY COUNCIL REPORTS

MAYOR'S REPORT

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
January 5, 2017	5:30pm – 9:00pm	Food Truck Round Up
January 10, 2017	5:30pm – 6:00pm	Planning Commission Meeting
January 16, 2017	–	Martin Luther King, Jr. Day – City Offices Closed
January 18, 2017	7:00pm –	Council Meeting
January 23, 2017	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden
February 1, 2017	1:30pm –	Council Meeting
February 2, 2017	5:30pm – 9:00pm	Food Truck Round Up
February 14, 2017	5:30pm – 6:00pm	Planning Commission Meeting
February 15, 2017	7:00pm –	Council Meeting
February 27, 2017	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden

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

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

Backup material for agenda item:

1. City Council meeting December 7, 2016.

CITY OF APOPKA

Minutes of the regular City Council meeting held on December 7, 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
Reggie Connell, The Apopka Voice

INVOCATION: Mayor Kilsheimer introduced Pastor Waldemar Serrano of Remnant Christian Center, who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Kilsheimer said 75 years ago in the early morning hours of December 7, 1941, a fleet of 360 Japanese war planes launched a surprise attack on the American Naval Base at Pearl Harbor, Hawaii. A total of 2400 were killed and 1200 were wounded in the attack, and much of the Pacific fleet was rendered useless. In a radio address the following day, President Franklin D. Roosevelt remarked that it was a day that will live in infamy. America was irrevocably drawn into World War II, and at home and across the Nation, emergency planning went into effect. The Apopka City Council held a special meeting on December 16, 1941 to formalize an emergency plan, including discussions about air raids and blackouts. Within months, Apopka and its residents had readied the City's airfield, initiated a pilot training school, and established a search light battalion and provided land and infrastructure for housing troops. He asked everyone to reflect on the sacrifice of those who have given their lives in service to our great Nation and upon the contributions of Apopkans during the war effort as he led in the Pledge of Allegiance.

APPROVAL OF MINUTES:

1. City Council meeting November 16, 2016.

MOTION by Commissioner Becker, and seconded by Commissioner Velazquez to approve the minutes of November 16, 2016. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Bankson and Becker voting aye.

PUBLIC COMMENT/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Employee Recognition:

Five Year Service Award – Christopher “Chris” Lenahan – Fire/Suppression - Fire Fighter 1st Class – 11/02/2011. Chris began working for the City on November 2, 2011, as a Fire Fighter 1st Class, which is his current position. The City Commissioners joined Mayor Kilsheimer in congratulating Chris for his years of service.

Ten Year Service Award – Tamara “Tami” Hobbick – Administration - Secretary I –

11/06/2006. Tami began working for the City on November 6, 2006, as a Receptionist. On May 7, 2007, she transferred to Human Resources and became a Human Resources Specialist I, and on April 25, 2016, she transferred to Administration as a Secretary I, which is her current position. The City Commissioners joined Mayor Kilsheimer in congratulating Tami for her years of service.

Ten Year Service Award – Daniel “Dan” Garcia – Police/Field Services - Police Sergeant – 11/20/2006. Dan began working for the City on November 20, 2006, as a Police Officer. On September 11, 2016, he was promoted to Police Sergeant, which is his current position. Mayor Kilsheimer announced Dan is currently serving active duty in the military and his award will be presented when he returns. Dan received a round of applause for his service to this country.

Fifteen Year Service Award – Rhonda Cline – Recreation/Athletics - Recreation Specialist – 11/05/2001. Rhonda began working for the City on November 5, 2001, as a Recreation Specialist, which is her current position. The City Commissioners joined Mayor Kilsheimer in congratulating Rhonda on her years of service.

Fifteen Year Service Award – Reagan Rizo – Police/Field Services - Lead Police Officer – 11/19/2001. Reagan began working for the City on November 19, 2001, as a Police Officer. On January 27, 2013, he was assigned as a Lead Police Officer, which is his current position. Reagan was not present and his award will be presented at another time.

Presentation:

1. Canterwood Manor request for financial assistance presentation.
Joel Haas said as they got into the Canterwood Manor project, they felt there was a real opportunity for the City to participate with them in a way that would not cost the City any money, but might put some money back in their coffers. He thanked the City for working with them on this project and said their plan is to start in February.

James Swan, Managing Director with Stifel, Nicolaus & Company, Inc., said he is working with the team on the Canterwood Bond financing. He stated he was here to inquire if the City would be willing to act as the conduit issuer of tax exempt bonds they propose to issue to fund the construction of this project. He advised the City would not be financially nor legally responsible or reliable for these bonds. This would allow for the team to gain access to the tax exempt market as a funding mechanism for the project.

Mike Williams with Akerman Senterfitt Law Firm, Orlando, said there was no liability to the City. He advised the bonds would be issued under Chapter 159.2 and all of the documents will make the statement of no liability to the City. In response to Mayor Kilsheimer, he affirmed it does not affect the performance of the City's credit or bond rating.

Glenn Irby advised this would require a resolution that will be brought back to City Council for consideration.

Mayor Kilsheimer said, without objection, staff will be directed to proceed.

Appropriations/Donations/Grants

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Becker to authorize acceptance of the Cops Hiring Program grant and approve the funding for same. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Dean to accept a grant award from Committee of One Hundred of Orange County, Inc. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

Public Comment:

Lori Schweitzer said she had previously spoken to Council as President of the Apopka Woman's Club about their concern of the recreation plan presented that would encompass Kit Land Nelson Park and Edward's Field. She reviewed a map of the Art and Foliage Festival layout. She stated she would like to offer a walkthrough of the park for a firsthand look at the foot print. She said if a splash pad is to be constructed, they would request construction start in May so not to affect the festival.

Alexander Smith expressed concern regarding the need for sidewalks between Central and Park Avenue south of Michael Gladden Boulevard. He also spoke of the Martin Luther King Parade sponsored by the South Apopka Ministerial Alliance and asked the City to consider being a sponsor of the parade. He said that sponsorship is \$2,000.

Roscoe Griffin expressed concern regarding speeding on the streets in Apopka and lighting of the streets, especially Tenth Street. He asked if speed bumps could be placed on the streets to help get this under control.

Ray Shackelford said he only wants fairness, inclusion, and respect for all people in the community and respect for our tax dollars and fiscal integrity. He inquired with Item 10 on the Consent Agenda if there was a local company that could perform the same task at a lower cost. He asked this item be pulled and Council vote no on it. He called upon Council to do a budget amendment for the \$103,000 set aside for Gospel Fest and use some of that money for the Apopka sports teams.

Suzanne Kidd said Council held a lengthy discussion last week at a workshop on the merits of a new approach to recreation regarding a central park concept. She stated this plan, if approved, would combine Kit Land Nelson Park, Edwards Field, and the Fran Carlton property into one large unified recreation destination, easily accessible to all. She declared this was a brilliant visionary approach to provide Apopka residents with year round recreation amenities that they have expressed a desire for the city to provide. She pointed out that a Parks and Recreation Master Plan Committee that was appointed to meet and make recommendations for a master plan. Also the visioning process that was held over seven months allowed citizens of all ages to participate.

She declared both groups came to the conclusion that Apopka needs to provide residents with access to quality recreation amenities. She urged Council to approve this central park concept.

CONSENT (Action Item)

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

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

BUSINESS

1. Final Development Plan & Development Agreement – Emerson North Townhomes
Mayor Kilsheimer announced this was a quasi-judicial hearing. Witnesses were sworn in by the clerk.

Rogers Beckett, Senior Project Coordinator, provided the initial lead-in on this project stating it was for approval of the Final Development Plan and Development Agreement. He reviewed the site location stating it was 21.42 acres with the development itself over 17.1 acres. Approximately 4 acres are set aside for a right-of-way that is being dedicated to the City of Apopka. This plan is fairly consistent with what the Council reviewed in September with the wall being changed to a decorative precast wall. There are a total of 136 Townhomes and DRC, as well as Planning Commission recommend approval.

David Moon, Planning Manager, said part of City Council action includes the Development Agreement. This specifically addresses the construction of Harmon Road East and the cost share.

John Townsend, Civil Engineer for the project, said they have worked with staff on this project and agree with all staff recommendations.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Dean, to approve the Final Development Plan and Development Agreement for Emerson North Townhomes, as presented. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

2. Final Development Plan/Plat – Maudehelen, Phase 4.
Mayor Kilsheimer announced this was a quasi-judicial hearing. Witnesses were sworn in by the clerk.

Mr. Beckett provided a brief lead-in for this project. He said this is the last phase for this project. Approximately a month ago they vacated a section of Johns Road and this allowed for them to revise their plan with the realignment of Johns Road.

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 Velazquez, to approve the Final Development Plan/Plat for Maudehelen, Phase 4, as presented. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION

1. **Ordinance No. 2510 – Second Reading – Code of Ordinances, Chapter 74 “Business Tax Receipts”.** Postponed to December 21, 2016.
2. **Ordinance No. 2511 – Second Reading – Code of Ordinances, Chapter 86 “Vehicles for Hire”.** Postponed to December 21, 2016.

MOTION made by Commissioner Bankson, and seconded by Commissioner Becker to postpone Ordinance No. 2510 and Ordinance No. 2511 to the December 21, 2016 meeting. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

3. **Ordinance No. 2532 – First Reading – Small Scale Future Land Use Amendment.** The City Clerk read the title as follows:

ORDINANCE NO. 2532

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” RURAL (1 DU/ 10 AC) TO “CITY” RESIDENTIAL LOW SUBURBAN (3.5 DU/AC), FOR CERTAIN REAL PROPERTY LOCATED AT PLYMOUTH SORRENTO RD., COMPRISING 0.302 ACRES MORE OR LESS, AND

**OWNED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Bankson to approve Ordinance No. 2532 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.

4. **Ordinance No. 2533 – First Reading – Change of Zoning.** The City Clerk read the title as follows:

ORDINANCE NO. 2533

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 TO “CITY” R-1A FOR CERTAIN REAL PROPERTY GENERALLY LOCATED AT PLYMOUTH SORRENTO RD., COMPRISING 0.302 ACRES MORE OR LESS, AND OWNED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Dean to approve Ordinance No. 2533 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. 2534 – First Reading – Comp Plan Amendment – Capital Improvements Element.** The City Clerk read the title as follows:

ORDINANCE NO. 2534

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; INCORPORATING THE ANNUAL UPDATE TO THE CITY’S FIVE YEAR CAPITAL IMPROVEMENTS PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Kyle Wilkes, Planner, provided a brief lead-in stating this amendment is an annual update to the Capital Improvement Element of the Comprehensive Plan as required by the Florida

Statutes, as well as policy of the Capital Improvement Element that states the City will review and update the short term needs within a five year basis that improves capacity or provides for population growth. He advised this allows CIP update incorporated by ordinance and does not require state review, but will be sent to the state for information purposes only.

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 Ordinance No. 2534 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.

6. **Ordinance No. 2535 – First Reading – Change of Zoning.** The City Clerk read the title as follows:

ORDINANCE NO. 2535

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (ZIP) TO “CITY” AG (AGRICULTURE) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF PHILS LANE, EAST OF GOLDEN GEM ROAD, COMPRISING 15.04 ACRES MORE OR LESS, AND OWNED BY JACK AND JOYCE CRAVEY; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mayor Kilsheimer announced this was a quasi-judicial hearing.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Dean to approve Ordinance No. 2535 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.

7. **Ordinance No. 2536 – First Reading – Small Scale Future Land Use Amendment.** The City Clerk read the title as follows:

ORDINANCE NO. 2536

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM RESIDENTIAL HIGH (0-15 DU/AC) TO COMMERCIAL (MAX 0.25), FOR CERTAIN REAL PROPERTY LOCATED AT 1351 TROPICANA CIRCLE, COMPRISING

**6.4 ACRES MORE OR LESS, AND OWNED BY MARSHALL HOWARD;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

Mr. Wilkes provided a brief lead-in and advised this was to change the future land use designation from residential high to commercial. He advised this is compatible with the surrounding uses. The Planning Commission and DRC recommend approval.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Dean to approve Ordinance No. 2536 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.

8. **Ordinance No. 2537 – First Reading – Change of Zoning.** The City Clerk read the title as follows:

ORDINANCE NO. 2537

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM R-3 (RESIDENTIAL) TO C-1 (RETAIL COMMERCIAL) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF ORANGE BLOSSOM TRAIL, NORTH OF KENNETH STREET, COMPRISING 6.4 ACRES MORE OR LESS, AND OWNED BY MARSHALL HOWARD; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

Mr. Wilkes said this is the same property as before and it is consistent with the proposed commercial land use designation. Applicant is requesting C-1 for expansion of their retail/wholesale facilities. DRC and Planning Commission reviewed the proposed amendment and found it consistent with the Land Development Code and recommended approval.

In response to Commissioner Velazquez, Mr. Moon advised at this point they are addressing the land use and the zoning. Whether they expand the gun range will be addressed at the next application process.

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 approve Ordinance No. 2537 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.

9. **Ordinance No. 2538 – First Reading – Small Scale Future Land Use Amendment.** The City Clerk read the title as follows:

ORDINANCE NO. 2538

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” LOW-MEDIUM DENSITY RESIDENTIAL (0-10 DU/AC) TO “CITY” INDUSTRIAL (MAX 0.6), FOR CERTAIN REAL PROPERTY LOCATED AT 202 S HAWTHORNE AVE AND 300 W 2ND STREET, COMPRISING 0.74 ACRES MORE OR LESS, AND OWNED BY PROPERTY INDUSTRIAL ENTERPRISES LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 Bankson to approve Ordinance No. 2538 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.

10. **Ordinance No. 2539 – First Reading – Change of Zoning.** The City Clerk read the title as follows:

ORDINANCE NO. 2539

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM R-2 (ZIP) TO I-1 (RESTRICTED INDUSTRIAL) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF HAWTHORNE AVENUE, SOUTH OF 2ND STREET, COMPRISING 0.74 ACRES MORE OR LESS, AND OWNED BY PROPERTY INDUSTRIAL ENTERPRISES, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

Mr. Wilkes advised this is requesting change in zoning to restricted industrial. DRC and Planning Commission found this to be consistent with the comprehensive plan and recommended approval.

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Becker to approve Ordinance No. 2539 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.

11. **Ordinance No. 2540 – First Reading – Change of Zoning.** The City Clerk read the title as follows:

ORDINANCE NO. 2540

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 TO “CITY” RCE-1 FOR CERTAIN REAL PROPERTY GENERALLY LOCATED AT 2228 VICK RD., COMPRISING 4.77 ACRES MORE OR LESS, AND OWNED BY SOUTH PASS LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Bankson to approve Ordinance No. 2540 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.

12. **Ordinance No. 2541 – First Reading – Right-of-Way Vacate.** The City Clerk read the title as follows:

ORDINANCE NO. 2541

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE PORTIONS OF UNNAMED RIGHT OF WAY; LOCATED EAST OF HERMIT SMITH ROAD AND SOUTH OF GENERAL ELECTRIC ROAD; AND IN SECTION 06, TOWNSHIP 21, RANGE 28 OF ORANGE COUNTY, FLORIDA; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.

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

Mr. Beckett advised this is a request to vacate portions of an unnamed right-of-way. The only party being affected is the property owner. The utility providers have been notified and have no objection. DRC recommends approval.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Dean to approve Ordinance No. 2541 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.

City Council recessed at 3:21 p.m. and reconvened at 3:29 p.m.

13. **Resolution No. 2016-35 - Economic Development Grant and Tax Abatement Agreement – Qorvo US, Inc.** The City Clerk read the title as follows:

RESOLUTION NO. 2016-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, RECOMMENDING THAT QORVO US, INC. BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING AN APPROPRIATED 10 PERCENT SHARE OF \$120,000 AS LOCAL PARTICIPATION IN THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2017-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

Jim Hitt, Community Development Director, explained there are two parts to this. The first one is the qualified target industry program which is QTI that is designed through the state and allows the City to do funding bringing it back through taxes. Once a building is developed, especially with the Qorvo US, Inc., also known as Tri Quint, at 1818 North Orange Blossom Trail, next to Walmart. He advised they are looking to add approximately a 34,000 square foot facility to the south east corner. They are looking to hire at least 100 new jobs, most of whom will be engineers. There will also be other personnel and management jobs. He said they were applying for approximately \$600,000 through the QTI funding program through the state, and 80% of that is taken up by the state who pays back a portion of those funds for each of these jobs created. The remaining 20% is a team effort by Orange County and the City over the course of the eight year program. He explained as the jobs come in and the building is built, taxes go up on the properties. The City would siphon a portion of the taxes to pay the per job basis. The first year we would not see any taxes, but after that it increases in increments as indicated in the chart provided. The second portion of this is the tax abatement portion wherein a 50% of the taxes would be an abatement back to the owner for a period of eight years. He advised there would be an agreement with Qorvo for this tax abatement.

Meagan McDonald, Orlando Economic Development Commission, has been working on this

with city staff. She said prior to that she was at Enterprise Florida, the state economic development organization, so she has some knowledge from both sides of how this works. She explained the 50% idea came from Orange County that typically does two levels of a tax abatement, a 10 year 50% or a 10 year 100% based upon the capital investment, jobs creation and wages. City staff worked with Orange County to come up with the best option.

James McCoy, Qorvo, Inc., said they started in Apopka in 1982 as Sawtek and through mergers they became Qorvo. He explained this is work on electronics, such as smartphones, etc. and they use sophisticated tools which creates jobs that have a high rate of pay. They desire to keep the facility in Apopka long term. He explained this is a very clean operation and a lot of the people work on new design of products. He explained that Greenville, NC is also competing to have this expansion there. He said for some time they have been working with Orange County and the state to keep this here in Apopka. He spoke of the tremendous amount of jobs that will be created in the community.

Mayor Kilsheimer opened the meeting to public comment.

Suzanne Kidd said this sounds like a terrific opportunity for Apopka, and she referenced the impact fees Council is looking to approve, stating this was an opportunity to generate some of those impact fees. She stated, on the other hand, was there any guarantee after the 8 years of tax abatement that the business would remain here.

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Bankson to approve Resolution No. 2016-35. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

CITY COUNCIL REPORTS – No reports.

MAYOR’S REPORT – Mayor Kilsheimer reminded everyone the State of the City Address will be held Monday, 8:00 a.m. at Highland Manor.

NOT REQUIRING ACTION

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

ADJOURNMENT – There being no further business the meeting adjourned at 4:00 p.m.

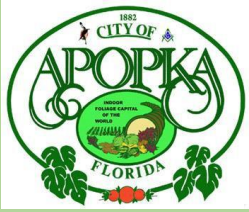
Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Backup material for agenda item:

1. Authorize an agreement for Utility Bill Printing and Mailing Services with Municipal Code Corporation.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
 FROM: Finance Dept.
 EXHIBITS: MCC Agreement

SUBJECT: UTILITY BILL PRINTING AND MAILING SERVICES.

REQUEST: AUTHORIZE AN AGREEMENT WITH MUNICIPAL CODE CORPORATION (MCC).

SUMMARY:

The City currently prints all utility bills and outsources the inserting and mailing of the bills to our customers. The costs for the inserting and mailing is approximately \$20,000 per month and does not include the printing costs incurred in-house which is an additional \$2,000. Staff met with MCC to discuss possible cost savings and efficiencies available with outsourcing the bill printing function entirely. As a result of our discussions, it was determined that a significant cost savings was available.

The City would piggyback on the City of Ormond Beach’s agreement with MCC. This agreement was executed in September, 2014 and has a term of five years, which will allow for bill print services through fiscal year 2019. The City would no longer print the bills in house. MCC would be responsible for printing, stuffing and mailing of the utility bills. They would also be able to code and sort the bills, so bulk postage rates would be recognized. The cost associated with utilizing the services of MCC would be approximately \$11,500 per month. This compares to the \$22,000 the city is currently spending. A cost savings of \$10,500 per month or \$126,000 per year.

FUNDING SOURCE:

Funding is provided in the FY17 approved budget for the Enterprise Fund – Utility Billing Division.

RECOMMENDATION ACTION:

Authorize the Mayor to execute the Agreement on behalf of the City and issue a purchase order to Municipal Code Corporation in the amount of \$103,500 (\$11,500 for 9 months).

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

Apopka, FL Agreement for Utility Bill Printing and Mailing Services

This **Agreement** is made this _____ day of _____, 2016, between the City of Apopka, Florida, a municipal corporation organized and existing under the laws of the State of Florida, and whose address is (the "**City**"), and Municipal Code Corporation whose address is 1700 Capital Circle SW, Tallahassee, FL 32310 (the "**Contractor**").

WITNESSETH

WHEREAS, the **Contractor** wishes to enter into this Utility Bill Printing and Mailing Services Agreement (the "**Agreement**") with the **City** to provide Utility Bill Printing and Mailing services to the **City** (the "**Project**"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation, bid proposal and contractual arrangement between the City of Ormond Beach and the **Contractor** as set forth in the City of Ormond Beach's Request For Proposal No. 2014-24 (the "**RFP**"), the **Contractor's** bid proposal (the "**Proposal**"), the City of Ormond Beach's award to the **Contractor**, and the contract for services between the Contractor and City of Ormond Beach (the "**Ormond Beach Contract**"); and

WHEREAS, Section 107.3.1.2(V)(B)(5) of the **City's** Administrative Policies provides an exception to the **City's** competitive pricing and bidding requirements, and authorizes the **City** to utilize the existing contract between the City of Ormond Beach and the **Contractor** for selecting and contracting with the **Contractor** for the **Project**.

NOW THEREFORE, in consideration of the mutual covenants set forth in this **Agreement**, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this **Agreement** commences on _____ and continues through _____ 201____, unless terminated earlier by its terms. The **City** shall have the option to renew for two additional two year terms.

Section 2. Contract Terms. The **Contractor** agrees to provide the **City** with utility bill printing and mailing services in accordance with the **City's** requirements as set forth herein and in the **Ormond Beach Contract**, which was executed on or about September 15, 2014, remains effective, and is attached hereto as Exhibit "A". The terms and conditions of the **Ormond Beach Contract**, except as modified in this **Agreement**, are expressly incorporated herein. All exhibits to the **Ormond Beach Contract**, which are also attached hereto, are expressly incorporated into this **Agreement**. Collectively, this **Agreement**, the **Ormond Beach Contract**, and all exhibits attached hereto, represent the entire agreement between the **City** and the **Contractor**, and will be referred to as the "**Contract Documents**". In the event of conflict between or among the **Contract Documents**, the order of priority shall be: this **Agreement**, the **Ormond Beach Contract** and the Contractor's accepted **Proposal**. Whichever provision in the order of priority is most favorable to the City shall control and be given full force and effect.

Section 3. Scope of Work. The Following provisions are included:

- A. The Contractor shall perform the services at the prices set forth in the Contract Documents. Specifically, the City shall pay Contractor at the unit prices set forth in the Proposal at page 15, entitled "Cost Data Quotation Sheet." The Contractor shall prepare and submit invoices to the City at the address set forth in Section 9 below. For these purposes, Sandra Anderson, Customer Service Administrator shall be the City Representative and may be reached at (813)235-6186.
- B. If permits are required, **Contractor** shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the **City** all documents necessary to file such permit applications. The **City** shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the **City**.
- C. The City of Apopka shall be substituted for the City of Ormond Beach with regard to any and all provisions of the **Ormond Beach Contract**, the **RFP**, and the **Contractor's Proposal**, including but not limited to: bond requirements, insurance, indemnification, duty to defend, licensing, termination, default and ownership of documents. Except as otherwise provided herein, all recitals, representations, and warranties of **Contractor** made in the **Contract Documents** are restated and incorporated as if set forth fully herein.
- D. **Contractor** shall not commence work on the **Project** unless and until the requirements for insurance have been fully met by **Contractor** and appropriate evidence thereof, in the **City's** sole discretion, has been provided to and approved by the **City**.

Section 4. Assignment. The **Contractor** shall not assign, convey, or transfer all or any part of this **Agreement**, or all or any party of the **Contractor's** interest herein, without the prior written consent of the **City**, which consent shall not be unreasonably withheld.

Section 5. Indemnification. The **City**, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by the **Contractor** from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the **Contractor**, its employees, agents, and subcontractors in the performance of this **Agreement**, unless such acts or omissions are a result of the **City's** sole negligence, as determined by the final decision maker with jurisdiction over such a claim.

Section 6. Duty to Defend. The **Contractor** shall defend all suits and administrative actions, including appellate proceedings, brought against the **City**, its agents, employees, and officials, both elected and appointed, and the **Contractor** shall pay all attorneys' fees and costs associated with the **City's** legal defense, as may be selected by the **City**, arising from any and all claims described in Section 5 above.

Section 7. Exclusions. All provisions of the **Ormond Beach Contract**, the **RFP**, the **Proposal** and/or exhibits attached thereto, which reference or incorporate express provisions of the Code of the City of Ormond Beach, its policies, and/or local laws, such as they may be in conflict with provisions of the **City's** Code, its policies, and/or local laws are hereby excluded from this Agreement.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: _____

_____ \

Copy to: _____

For Contractor: Municipal Code Corporation
Harold E. Grant
1700 Capital Circle S.W.
Tallahassee, FL 32310

Section 9. Public Records. Pursuant to Florida Statute 119.0701 the parties agree to the following:
If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractors' duty to provide public records relating to this contract, contact the City's Custodian of Public records at:

City Clerk's Office
City of Apopka
City Hall, 2nd Floor
120 E Main Street
Apopka, FL 32703
cityclerk@apopka.net

- A. During the term of this **Agreement**, the **Contractor** shall comply with the Florida Public Records Law, to the extent such law is applicable to the **Contractor**. If Section 119.0701, Florida Statutes is applicable, the **Contractor** shall do the following: (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service contemplated under the **Project**; (2) Upon request from the **City's** custodian of public records, provide the **City** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) Keep from disclosure those public records that are exempt or confidential for the duration of the term of this **Agreement** and following completion thereof if the **Contractor** does not transfer the records to the **City**; (4) Meet all requirements for retaining public records and upon termination of this Agreement, transfer, at no cost, all public records to the **City**, and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records stored electronically be provided to the **City** in a format that is compatible with the information technology systems of the **City**.

- B. The **Contractor** shall keep and make available to the **City** for inspection and copying, upon written request by the **City**, all records in the **Contractor's** possession, custody or legal control relating to this **Agreement**. Any document submitted to the **City** may constitute a public record and may be open for inspection or copying by any person or entity unless considered confidential and exempt under the law. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the **Contractor's** possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- C. During the term of this **Agreement**, the **Contractor** may claim that some or all of the **Contractor's** information, including, but not limited to, software, documents, manuals, written methodologies and processes, pricing, discounts, or other considerations is, or has been treated as, confidential and proprietary trade secrets by the **Contractor** in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act (hereinafter, "Trade Secret Information"). The **Contractor** shall clearly identify and mark such material as "Trade Secret Information" and the **City** shall use its best efforts to maintain the confidentiality of the information properly identified by the **Contractor** as "Trade Secret Information."
- D. The **City** shall promptly notify the **Contractor** in writing of any request received by the **City** for disclosure of the **Contractor's** Trade Secret Information and the **Contractor** may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The **Contractor** shall protect, defend, indemnify, and hold the **City**, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Trade Secret Information. The **Contractor** shall investigate, handle, respond to, and defend, using counsel chosen by the **City**, at the **Contractor's** sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The **Contractor** shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, court costs, and expert witness fees and expenses. Upon completion of the term of this Agreement, including any extensions thereof, the provisions of this section shall continue to survive. The **Contractor** releases the **City** from all claims and damages related to any disclosure of documents by the **City**.
- E. If the **Contractor** refuses to perform its duties under this section within fourteen (14) calendar days of notification by the **City** that a demand has been made to disclose the **Contractor's** Trade Secret Information, then the **Contractor** waives any and all claim it has or may have had that any information responsive to the public records request contains Trade Secret Information, and the **Contractor** hereby releases the **City** from all claims or damages related to any subsequent disclosure by the **City**.
- F. If the **Contractor** fails to comply with the Public Records Law, the **Contractor** shall be deemed to have breached a material term of this Agreement.

Section 10. Merger and Integration. This **Agreement**, including the **Contract Documents**, are fully merged and integrated herein. This **Agreement** sets forth the entire agreement between **Contractor** and **City** with respect to the **Project** and it supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral, between the parties. This **Agreement** may not be modified except upon the mutual consent of the parties, which shall be set forth in writing and signed by the both parties.

Section 11. Waiver of jury trial. The **City** and **Contractor** hereby knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit, counterclaim, or third-party claim based upon, arising out of, under, or in connection with the Agreement, or any course of conduct, course of dealing, statements (whether oral or written) or the acts and/or omissions of any party with respect to the Project.

Section 12. Choice of Law. This Agreement shall be construed, interpreted, and enforced under the laws of Florida.

Section 13. Venue. Any action or proceeding regarding this Agreement shall be brought in a state or federal court of competent jurisdiction located within Orange County, Florida. By entering into this Agreement, the parties expressly agree that venue in any location other than the state or federal courts of Orange County, Florida is waived and the venue provision of this Agreement is mandatory.

Section 14. Termination. In the event of a substantial failure of performance by the **City** under this **Agreement**, and if such failure to perform is through no fault of the **Contractor**, this **Agreement** may be terminated by the **Contractor** upon no less than thirty (30) days written notice to the **City**. The notice shall identify with particularity what constitutes the **City's** substantial failure of performance and shall provide a reasonable explanation as to why the **Contractor** has no fault therein. This **Agreement** may be terminated by the **City**, with or without cause, immediately upon written notice to the **Contractor**. Unl

the **Contractor**, is in breach of this **Agreement**, the **Contractor** shall be paid for services rendered to the **City's** satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the City, the **Contractor** shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in process, completed work, and other material related to the terminated work to the **City**; and
- D. Continue and complete all parts of the work that have not been terminated.

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** on the respective dates under each signature: signing by and through its City Mayor, attested to and duly authorized to execute same by the City Council of the City of Apopka and by **Contractor**, by and through its _____, attested to and duly authorized to execute same.

APOPKA, FL

(Signature)

(Signature)

_____ day of _____, 201_

_____ day of _____, 201_

ATTEST:

APPROVED AS TO FORM:

(Signature)

(Signature)

_____ day of _____, 201_

_____ day of _____, 201_

MUNICIPAL CODE CORPORATION

(Signature)

Witness

(Print) Title

Witness

_____ day of _____, 201_

_____ day of _____, 201_

Backup material for agenda item:

2. Authorize a Donation from the Law Enforcement Trust Funds to Kid's House Children s Advocacy Center.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
 FROM: Police Department
 EXHIBITS: Request Memo

SUBJECT: EXPENDITURE FROM LAW ENFORCEMENT TRUST FUNDS

REQUEST: AUTHORIZE A \$500 DONATION FROM LAW ENFORCEMENT TRUST FUNDS TO KID’S HOUSE CHILDREN’S ADVOCACY CENTER.

SUMMARY:

The Apopka Police Department requests City Council approval to expend funds from the Law Enforcement Trust Fund in the amount of \$500 to be donated to Kid’s House of Seminole County. Kid’s House is a non-profit organization that collaborates with all agencies of law enforcement, the State Attorney's Office, medical personnel, child protection professionals, social workers, and licensed mental health counselors to respond to incidents of child abuse and neglect. The team provides assistance with cases, shares information and ideas, assists with prosecution, and ultimately determines the best course to provide emotional and psychological well-being for the child and family.

Law Enforcement Trust Funds may be used to support community-based programs. In accordance with trust fund rules, a local law enforcement agency may use a percentage of the total of shared monies received for the costs associated with drug abuse treatment, drug and crime prevention education, or other nonprofit community-based programs or activities that are formally approved by the chief law enforcement officer. The Apopka Police Department supports initiatives that protect and defend vulnerable youth within Central Florida. These expenditures are supportive of and consistent with the Department’s support of local activities.

FUNDING SOURCE:

Law Enforcement Trust Fund.

RECOMMENDATION ACTION:

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

DISTRIBUTION

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



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

Memorandum

Date: January 4, 2017
To: Honorable Joseph E. Kilsheimer and Commissioners
RE: LAW ENFORCEMENT TRUST FUNDS

The Police Department requests City Council approval to expend funds from the Law Enforcement Trust Fund in the amount of \$ 500.00 to be donated to Kid's House of Seminole County. Kid's House is a non-profit organization that collaborates with all agencies of law enforcement, the state attorney's office, medical personnel, child protection professionals, social workers, and licensed mental health counselors to respond to incidents of child abuse and neglect. The team provides assistance with cases, shares information and ideas, assists with prosecution and ultimately determines the best course to provide emotional and psychological well-being for the child and family.

Law Enforcement Trust Funds may be used to support community-based programs. In accordance with trust fund rules, a local law enforcement agency may use a percentage of the total of shared monies received for the costs associated with drug abuse treatment, drug and crime prevention education, or other nonprofit community-based programs or activities that are formally approved by the chief law enforcement officer. The Apopka Police Department supports initiatives that protect and defend vulnerable youth within Central Florida. These expenditures are supportive of and consistent with the department's support of local activities.

Respectfully,

Michael McKinley
Chief of Police

Backup material for agenda item:

3. Authorize the acceptance of the KaBOOM! grant and approve the funding.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS

MEETING OF: January 4, 2017
 FROM: Administration
 EXHIBITS: Lake Avenue Photos
 KaBOOM Contract
 Emails with Michael J. Geden, P.G.
 Meeting Staff Reports and Minutes

SUBJECT: LAKE AVENUE PARK PLAYGROUND UPGRADE

REQUEST: MONETARY MATCH REQUIREMENT FOR KABOOM! GRANT AND LANDSCAPING FOR LAKE AVENUE PARK

SUMMARY:

The city has been preliminarily awarded a playground grant in an amount ranging from \$90,000-\$270,000 from KaBOOM! and Foresters Financial [Independent Order of Foresters – IOF] for Lake Avenue Park. The grant has a match requirement of \$8,500. We will not know the specific amount of the grant award until after a mandatory meeting to be held on January 24, 2017 as detailed below. In no event would the award be below \$90,000, but any amount would be at the sole discretion of the Foresters who would provide the grant.

In addition to the match requirement, the City should seed/sod the park, install hedge material, trees, mulch, and add irrigation to the site. The estimated costs for landscaping are:

Seed/Sod installation	\$15,000
Irrigation installation	\$ 4,500
Miscellaneous plant material and mulch	\$ 2,400

The landscaping costs can be paid from the Tree Bank Fund. Total needed for landscaping is estimated to be \$21,900.

Additional suggested park enhancements include:

Benches (3)	\$1,350
Fence at Entrance along Lake Avenue	\$1,800

It is possible the grant award will include costs for landscaping and enhancements as well. In other words, the City has a known minimum out of pocket expense requirement of \$8,500, but if it chooses to add landscaping and other enhancements, it may or may not have to pay for them.

KaBOOM representatives have scheduled a playground “Design Day” for the City’s elected officials, staff and the public on January 24, 2017. For staff to proceed, a decision by the Council must be made to approve the match requirement of \$8,500 and the costs associated with landscaping the park if not included in the grant proceeds.

KaBOOM! requires soil testing be done as a part of the application process. The physical ground around the play equipment must be free of or within acceptable ranges for harmful chemicals before they will extend a grant for a new playground. These tests can be quite expensive. Fortunately, the City has an ongoing relationship with Universal Engineering Sciences, Inc. and they have agreed to do the sampling, testing and necessary certification free of charge. An email exchange with this company follows this staff report. As you will see, this company has done this service for other communities designing and building playgrounds using grants given by KaBOOM!

Also included following this staff report are two sets of minutes from meetings this topic has been discussed. The first is from the regular meeting of November 18, 2015 where the topic of KaBOOM! was first introduced to the Council for consideration. The second is from a workshop on September 2, 2016 where representatives from KaBOOM! further explained their concept. While both sets of minutes are believed important for memory refreshment, the second more recent set is believed to be more important.

FUNDING SOURCE:

General Fund Reserves	(Minimum) = \$ 8,500
	(Maximum) = \$11,650
Tree Bank Fund	(Maximum) = \$21,900

RECOMMENDED ACTION:

Direct the City Administrator to accept the grant from KaBOOM! for construction of a new playground at Lake Avenue Park and approve the expenditure of a minimum of \$8,500 from General Fund Reserves to a maximum of \$11,650 from General Fund Reserves for a match requirement and additional amenities as well as an expenditure of minimum of \$0.00 from the Tree Bank Fund to a maximum of \$21,900 from the Tree Bank Fund for grass, plant material, mulch and irrigation.

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















December 19, 2016

Shakenya Harris-Jackson
City of Apopka
120 E. Main Street
Apopka, FL 32703

Dear Community Partner:

Please find enclosed your executed Letter of Agreement and invoice for your upcoming playspace build with KaBOOM! and The Independent Order of Foresters.

Please note the due dates of the following items:

DUE March 8, 2017

- Payment in the amount of \$8,500 USD as a Community Partner contribution toward the purchase of the playground equipment.

Please let me know if you have questions.

Thank you so much.
Sincerely,

Desiree Hill
Sr. Accountant
202-464-6180
202-659-0210 fax



COMMUNITY PARTNER PLAYGROUND AGREEMENT

December 16, 2016

KaBOOM!, Inc. (referred to herein as KaBOOM!) is pleased that City of Apopka, the Big Potato Foundation and Rotary Club of Apopka (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and Independent Order of Foresters (referred to herein as the Funding Partner) in the construction of a new playground at Lake Avenue Park, 439 N. Lake Avenue, Apopka, FL 32712 (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. **Obligations of the Community Partner.** The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
 - (a) **Fundraising.** In support of the Project, the Community Partner must contribute \$8,500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).
 - (b) **Project Site.**
 - (i) **Ownership.** At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.
 - (ii) **Permits.** Prior to Build Day, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
 - (iii) **Preparation.** The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; (2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
 - (iv) **Safety and Security.** The Community Partner shall ensure the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
 - (v) **Maintenance.** Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project

employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

- (i) **Insurance.** The Community Partner is self-insured and is responsible for providing coverage for its own employees and against liability for bodily injury, death and property damage that may arise out of or be based on the use of the playground at "Community Partner location", from 7 (seven) calendar days before the Build Day and for a minimum of one year afterward, in each case, in amounts not less than one million dollars (\$1,000,000). This self-insurance shall be primary over any other insurance covering KaBOOM! and its funding partners.
- (j) **Indemnification.** The Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (k) **Data and Reporting Requirements.** The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.

2. Obligations of KaBOOM!

- (a) **Playground Build.** KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
 - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.
 - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
 - (iv) Make available certain educational and promotional materials related to the Project.
- (b) **Inspection.** KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.
- (c) **Promotion.** KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
- (d) **Website Listing.** KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.

- (e) Post-Build Day. The Community Partner shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.
3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
4. Funding Partner Relations. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
6. General Provisions. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This

Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

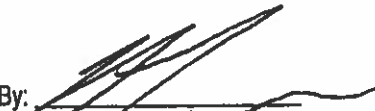
By executing this Community Partner Playground Agreement where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

City of Apopka

By: 
Name: Glenn Irby
Title: City Administrator


Address:
120 E. Main St., Apopka, FL 32703

The Big Potato Foundation

By: 
Name: Brett M. Jordan
Title: President

Address:
882 Jackson Ave, Winter Park, FL 32789

The Rotary Club of Apopka

By: 
Name: Jonathan DeClue
Title: President *Deborah Perez*

Address:
PO BOX 7, Apopka, FL 30704

KaBOOM!, Inc.

By: 
Name: Gerry Megias
Title: Chief Financial Officer

Address:
4301 Connecticut Ave. NW, Suite ML-1
Washington, DC 20008
T: (202) 464-6180
F: (202) 659-0210
e-mail: gmeqas@kaboom.org

Contact information for the person who should receive KaBOOM! invoices:

Name: Shakenya Harris-Jackson Telephone number: 407-703-1819

Mailing Address: 120 E. Main St., Apopka, FL 32703 Email: sjackson@apopka.net

Fax: 407-703-1705



KaBOOM!

4301 Connecticut Avenue,
Suite ML-1
Washington, DC 20008

Invoice SI-09937

Customer ID CP-03576
Invoice Date: 12/19/2016
Due Date 3/8/2017

Page: 1

Bill To:

City of Apopka
120 East Main Street
Apopka, FL 32703
Shakenya Harris-Jackson

Project Reference:

Foresters Financial- 2017-City of Apopka
PJ-03547

Description	Amount
Playground Equipment @ 439 N. Lake Avenue	8,500.00

Please remit payment to:

KaBOOM!

Attn: Accounting Dept
4301 Connecticut Avenue, NW
Suite ML-1
Washington, DC 20008

Any Billing Questions? Call 202-659-0215

KaBOOM! Federal ID No. is 52-1970904

Total Amount Due: 8,500.00



KaBOOM!

4301 Connecticut Avenue,
Suite ML-1
Washington, DC 20008

Invoice SI-09937

Customer ID CP-03576
Invoice Date: 12/19/2016
Due Date 3/8/2017
Page: 1

COPY

Bill To:

City of Apopka
120 East Main Street
Apopka, FL 32703
Shakenya Harris-Jackson

Project Reference:

Foresters Financial- 2017-City of Apopka
PJ-03547

Description	Amount
Playground Equipment @ 439 N. Lake Avenue	8,500.00

Please remit payment to:

KaBOOM!

Attn: Accounting Dept
4301 Connecticut Avenue, NW
Suite ML-1
Washington, DC 20008

Any Billing Questions? Call 202-659-0215

KaBOOM! Federal ID No. is 52-1970904

Total Amount Due: 8,500.00

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KaBOOM! Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 4301 Connecticut Ave NW. Suite MI-1		Requester's name and address (optional)
	6 City, state, and ZIP code Washington, DC 20008		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																														
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">9 0 4</td> </tr> </table>	Social security number																		or									Employer identification number									5	2		-	1	9	7	0	9 0 4
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or																																														
Employer identification number																																														
5	2		-	1	9	7	0	9 0 4																																						

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

From: Mike Geden [<mailto:mgeden@universalengineering.com>]
Sent: Tuesday, December 27, 2016 2:32 PM
To: Robert Elmquist <relmquist@apopka.net>
Cc: Glenn Irby <girby@apopka.net>; Jay Davoll <jdavoll@apopka.net>; Shakenya Jackson <sjackson@apopka.net>
Subject: RE: Lake Ave. Park Apopka - KaBoom Soil Testing

I will have our technician collect the samples tomorrow. ENCO laboratories has agreed to provide the analysis and I will review the results and provide the certification.

Michael J. Geden, P.G.
Universal Engineering Sciences, Inc.
Senior Project Manager
(407) 423-0504

ORLANDO BUSINESS JOURNAL



2015 BEST PLACES TO WORK

From: Robert Elmquist [<mailto:relmquist@apopka.net>]
Sent: Tuesday, December 27, 2016 2:24 PM
To: Mike Geden
Cc: Glenn Irby; Jay Davoll; Shakenya Jackson
Subject: RE: Lake Ave. Park Apopka - KaBoom Soil Testing

Good afternoon Mike. The City of Apopka will be glad to accept your offer for free soil sampling and analysis.

Thank you for your offer. 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

From: Mike Geden [<mailto:mgeden@universalengineering.com>]
Sent: Tuesday, December 27, 2016 11:50 AM
To: Robert Elmquist
Subject: RE: Lake Ave. Park Apopka - KaBoom Soil Testing

Bob,

No problem. I had a technician with open time so I was keeping him busy. Let me know if you wish us to proceed.

As I mentioned prior we have supported KaBoom and their host communities on at least 3 other builds and will be happy to support your build.

Michael J. Geden, P.G.
Universal Engineering Sciences, Inc.
Senior Project Manager
(407) 423-0504

ORLANDO BUSINESS JOURNAL



2015 BEST PLACES TO WORK

From: Robert Elmquist [<mailto:relmquist@apopka.net>]
Sent: Tuesday, December 27, 2016 11:47 AM
To: Mike Geden
Subject: RE: Lake Ave. Park Apopka - KaBoom Soil Testing

Mike,

We appreciate your proposal; however, please wait until I get back to you before you collect any samples. Thank you.

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

From: Mike Geden [<mailto:mgeden@universalengineering.com>]
Sent: Tuesday, December 27, 2016 11:42 AM
To: Robert Elmquist
Subject: RE: Lake Ave. Park Apopka - KaBoom Soil Testing

Free

Michael J. Geden, P.G.

Universal Engineering Sciences, Inc.
Senior Project Manager
(407) 423-0504



2015 BEST PLACES TO WORK

From: Robert Elmquist [<mailto:relmquist@apopka.net>]
Sent: Tuesday, December 27, 2016 11:34 AM
To: Mike Geden
Subject: RE: Lake Ave. Park Apopka - KaBoom Soil Testing

Mike,

We had simply requested a proposal first.

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

From: Mike Geden [<mailto:mgeden@universalengineering.com>]
Sent: Tuesday, December 27, 2016 10:07 AM
To: Robert Elmquist
Subject: RE: Lake Ave. Park Apopka - KaBoom Soil Testing

UES will collect the soil samples tomorrow and we should have the results in approximately 10 days

Michael J. Geden, P.G.
Universal Engineering Sciences, Inc.
Senior Project Manager
(407) 423-0504



2015 BEST PLACES TO WORK

From: Robert Elmquist [<mailto:relmquist@apopka.net>]
Sent: Tuesday, December 27, 2016 8:59 AM
To: Mike Geden
Subject: RE: Lake Ave. Park Apopka - KaBoom Soil Testing

Good morning Mike. We have attached a copy of the map which denotes the location of the playground equipment on the Lake Ave. park site.

Don't 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

From: Mike Geden [<mailto:mgeden@universalengineering.com>]
Sent: Friday, December 23, 2016 8:53 AM
To: Robert Elmquist
Subject: RE: Lake Ave. Park Apopka - KaBoom Soil Testing

Bob,

I need you to show the location where the equipment will be placed. That is where the samples must be collected. In the past we have donated these services to support the KaBoom program.

Michael J. Geden, P.G.
Universal Engineering Sciences, Inc.
Senior Project Manager
(407) 423-0504

ORLANDO BUSINESS JOURNAL



2015 BEST PLACES TO WORK

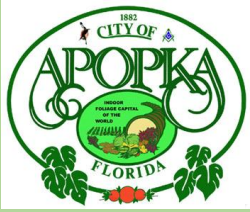
From: Robert Elmquist [<mailto:relmquist@apopka.net>]
Sent: Monday, December 19, 2016 4:34 PM
To: Ken Derick
Cc: Jay Davoll; Shakenya Jackson; Jennifer McCurdy
Subject: Lake Ave. Park Apopka - KaBoom Soil Testing

Good afternoon Ken. As I mentioned in my phone message earlier this afternoon, the city is applying for a grant through KaBOOM to have playground equipment installed at our Lake Ave. Park. The first attachment to this email identifies the location of the park area. The second and third attachments provide guidance as to what soil testing is required for the grant process. We would like to solicit a proposal from Universal Engineering Sciences to perform the soil testing outlined in the attachments to this email. We will need to receive your proposal no later

than Thursday, December 29th. The soil testing report will need to be completed and submitted to the city no later than Friday, January 20, 2017.

Thank you for your assistance. 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



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: November 18, 2015
FROM: Administration
EXHIBITS: Letter of Intent
Project Summary

SUBJECT: KABOOM! GRANT APPLICATIONS

Request: IF AWARDED THE KABOOM! GRANT, THE CITY OF APOPKA AGREES TO ACCEPT THE GRANT AND CONDUCT ENHANCEMENT PROJECTS THAT WILL AID IN THE BEAUTIFICATION OF LAKE AVENUE PARK AND ALONZO WILLIAMS PARK.

SUMMARY:

The City of Apopka has been selected to participate in a screening call with KaBOOM!, a non-profit organization that is dedicated to providing children with great places to play. The screening call is the second stage of the selection process and if selected, the City of Apopka would be awarded a grant to purchase new playgrounds for Lake Avenue Park and or Alonzo Williams Park. Two separate applications were submitted and one or both applications may be funded.

If awarded the new playgrounds, the City of Apopka would be responsible for abiding by the KaBOOM! Letter of Intent:

- Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- Fundraise \$8,500 USD toward the cost of playground equipment
- Own and maintain the playground for its lifetime
- Provide land and secure all necessary permits for construction of playground
- Remove all existing playground equipment currently on site
- Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- Use Playworld Systems equipment and accept engineered wood fiber safety surfacing
- Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- Recruit at least 20 community members, residents, and/or parents to participate in the Design Day and planning process
- Recruit 30 volunteers from the community to participate in two preparation days and recruit 75 volunteers from the community to participate on Build Day
- Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- Build the playground through supervised volunteer installation

- Accept liability for and maintain the playground upon build completion
- Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- Indemnify and hold harmless KaBOOM! and the Funding Partner
- Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

If awarded the grant, the playground equipment will be purchased by a dedicated KaBOOM! funding partner. The Big Potato Foundation and Rotary Club have agreed to adopt Lake Avenue Park and participate in the Community Build. Also, Earth Angels United have adopted Alonzo Williams Park and will conduct the Community Build.

Estimated Costs for Enhancement Projects for each park:

Landscaping	\$1,072/park
Irrigation	\$1500/park
Benches	\$1000 each
Pavilions	\$50,000 each
Grills	\$500 each
Tables	\$1000 each

The specific quantity of enhancement items will be determined after the City of Apopka is awarded the grant and Public Services completes park redesign plans.

FUNDING SOURCE:

General Fund Reserves

RECOMMENDATION ACTION:

Agree to accept the KaBOOM! Letter of Intent. Fund enhancement projects that relate to the beautification of both parks which includes installation of irrigation systems, flower and landscaping. Add additional grills, pavilions, tables, and benches which will contribute to the revitalization of both parks.

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

KaBOOM! Letter of Intent

By signing this document, I understand that if my organization is selected for a KaBOOM! project, my organization will (please initial each point):

- _____ Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- _____ Fundraise \$8,500 USD toward the cost of playground equipment
- _____ Own and maintain the playground for its lifetime
- _____ Provide land and secure all necessary permits for construction of playground
- _____ Remove all existing playground equipment currently on site
- _____ Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- _____ Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- _____ Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- _____ Use Playworld Systems equipment and accept engineered wood fiber safety surfacing
- _____ Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- _____ Recruit at least 20 community members, residents, and/or parents to participate in the Design Day and planning process
- _____ Recruit 30 volunteers from the community to participate in two preparation days and recruit 75 volunteers from the community to participate on Build Day
- _____ Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- _____ Build the playground through supervised volunteer installation
- _____ Accept liability for and maintain the playground upon build completion
- _____ Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- _____ Indemnify and hold harmless KaBOOM! and the Funding Partner
- _____ Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

Signing this Letter of Intent signifies that all contract signatories have reviewed the draft contract and are prepared to sign a final contract within three business days of being awarded a KaBOOM! playground project. *Please ensure that the person authorized to sign contracts signs below.*

Legal Name of Organization: _____

Name and Title of Signatory (please print): _____

Authorized Signature: _____ Date: _____

Signatory Mailing Address: _____

Contact information for person who should receive KaBOOM! Invoice:

Name:

Telephone number:

Mailing Address:

Email:

Fax:

Build it with KaBOOM! Project Summary



KaBOOM! is the national non-profit dedicated to the bold goal of ensuring that all children, particularly the 16 million American children living in poverty, get the balance of active play they need to become healthy and successful adults. KaBOOM! creates and catalyzes great places to play, inspires, empowers and leads play advocates, and educates and elevates the societal conversation about the importance of play in children’s lives. KaBOOM! has been a powerful champion for play since its founding in 1996, working with partners to build, improve and open more than 15,000 playgrounds, engage more than 1,000,000 volunteers and serve more than 6,600,000 children.

Contents

- [Who’s Who | Getting to Know the PLAYers](#)
- [Project Timeline](#)
- [Site Preparation & Construction](#)
- [Administrative & Legal Responsibilities](#)
- [Community Engagement | The Planning Committee](#)
- [KaBOOM! Corporate Sponsorship Policy](#)

Who's Who | Getting to Know the PLAYers

KaBOOM!

The Community Outreach team at KaBOOM! is responsible for screening and guiding applicants for playground projects through the selection process and ultimately preparing organization/s for a *community-led* play space project. KaBOOM! will:

- Pair partners with a certified playground safety inspector Project Manager & Installer
- Provide coaching and guidance for approximately 8 – 10 weeks of project planning
- Facilitate Design Day in person, leading discussion around community building
- Facilitate Build Week in person, serving as a liaison between partners and vendors
- Support community's relationship with a sponsor, also known as a Funding Partner
- Offer tools and mentorship from our growing [Playmaker Network](#) for the community

Community Partner | That's You!

A Community Partner can be one or several child-serving non-profits serving a high need population in need of a safe place for children to play. We look for Community Partners who have a "Can Do" spirit, are prepared to take on the roles and responsibilities involved in completing a community-built playground project. Community Partners will:

- Build playspace that includes 2500 square foot playground with [enhancement projects](#)
- Form a committee of 10 – 15 community members working as a team on project planning
- Develop meaningful relationships to support community-build planning process
- Own or attain permission to build on available land
- Complete necessary site preparation
- Assume insurance, maintenance, and liability of the new play space
- Research and secure any necessary permits required locally to build play space
- Contribute a cash contribution towards the cost of equipment
- Host Design Day and Build Week

Funding Partner | The Sponsor

KaBOOM! has worked with more than 200 [Funding Partners](#) over the past 18 years to build more than 2,400 playgrounds, creating places to play for an estimated 6.6 million children. Many of our Funding Partners want to make an impact in specific geographic areas, such as where they are based or have a local office, so they designate the city they would like to build in and provide insight into the type of Community Partner with whom they are hoping to work. Funding Partners will:

- Generously donate the majority of funds needed for the playground project
- Select their Community Partner for the play space project
- Commit volunteers to help build the playground alongside community volunteers
- Establish a relationship with their KaBOOM! Community Partner
- Support our collective vision to promote and protect play through their networks

Project Timeline

Confirming Selection

Each Build It with KaBOOM! opportunity is extremely competitive. In order to consider potential organizations, KaBOOM! requires the submission of several key documents before the application is considered complete (see [Administrative & Legal](#)). When a Community Partner is selected by a Funding Partner, the general timeline between notifying Community Partner of their selection and meeting the Project Manager and Funding Partner is two weeks, although in some cases it may be more or less. During this time, selected partner(s) will want to mobilize all that expressed interest in their involvement.

Design Day¹

The official kick off ...this is where the fun begins. It is when we give the true play experts—the *kids*—a chance to tell us what they would like to see on their new playground. Design Day is also the time to rally the community, get them committed to joining the planning committee and ask for their input on the playground design.



1 hr

Site Walk



1 hr

Youth Portion



2+ hrs

Community Meeting



Site Walk | The purpose of the site walk is to familiarize the Project Manager with the site for the new playground with key representatives of the Construction committee and those knowledgeable about site preparation, applicable permitting, and installation decisions.

Youth Portion | This energetic and heartwarming session is where children will be asked to draw and present their dream play spaces! A minimum of 20 children from the direct community and/or served by the partnering organization(s) must be present.

Community Meeting | At least 20 adults should participate in this “town hall” type meeting, with the central goal of Design Day being to finalize a planning committee. Participants should be interested in taking on responsibility during the entire process.

Build Week

Prep Day 1

30
volunteers

8 am – 5 pm

Prep Day 2

30
volunteers

8 am – 5 pm

Build Day

200 – 250
volunteers

8 am – 3 pm


Prep Day volunteers take care of various jobs (unloading playground equipment, cutting lumber for enhancement projects, priming walls for murals, etc.). It is not always necessary to use both Prep Days if everything is accomplished on Prep Day 1, but you should be prepared to recruit for both days. **Build Day** typically runs from an 8 am arrival on site to a 3 pm ribbon cutting ceremony. Volunteers should plan to stay for the duration of the day.

¹ Following Design Day, the Project Manager will submit the community’s wish list to Playworld Systems. Playworld’s designers will produce three (3) custom designs and the community will be responsible for picking the winning design.

Site Preparation & Construction

Construction Committee

The goal of this team is to prepare the site for the build and get the tools and materials needed as introduced during outreach and implemented during the planning process.

- 1. Site preparation** – The Community Partner is responsible for the completion of site preparation. The entire playground footprint must be prepared to a flat, dirt surface with no more than a 2% grade and any existing playground equipment within this footprint must be removed. Different ground surfacing involves alternative preparation expectations that would be discussed during screening. Test holes will be requested by the Project Manager to get a sense for the challenges around hole digging. This must all be completed at least **two weeks before Build Day**.
- 2. Soil Testing** – If selected, The Community Partner must have the soil tested of proposed playground site for levels of lead and arsenic prior to the Design Day. Partners may identify the lab of choice as long as they test for lead and arsenic. Past Community Partners have used the following company with success: testamericainc.com/locations/locationmap.htm. It is the community partners' responsibility to have the results analyzed according to local standards to see if the levels are acceptable. *If levels are too high, it is the Community Partner's responsibility to remediate the soil appropriately.*
- 3. Utility Check** – If selected, the Community Partner must have public and private utility checks completed. The public utility check should be a free service from utility providers. The first check must happen right after a site is selected and **completed by Design Day** so any utility lines that will affect the design of the playground can be taken identified when the playground is designed. It is the responsibility of the Community Partner to extend the utility check to cover the Build Week, when holes will be dug for the playground.
- 4. Signage** – A sign welcoming visitors to the playground will be installed near the entrance of the playground. The Welcome Sign is two-sided and measures 30.25 inches by 12.25 inches. The language on the sign will include the appropriate age range of the playground as decided by the Community Partner as well as the organization's logo(s) and the logos of KaBOOM! and the Funding Partner.
- 5. Tools** – The community is collectively responsible for providing the tools necessary for the Prep Days and Build Day. We encourage communities to find ways to gather the required tools through lending and by involving other community groups or members in the project, saving the cost of purchasing the tools. Some cities have public tool banks, which is a great place to start.

Sample Tool List & Sample Pictures

Wheelbarrows (15)	6' & 8' Step Ladders (2 – 3 each)
Spade shovels (30)	4 lb. Mini Sledge & 8 lb. Sledge Hammers (2 each)
Rock/metal rakes (30)	Claw Hammers (10)
Digging bars (2 - 3)	Tamps (3)
Manual post hole diggers (5)	Corded Drills (10+)
Cement (or garden) hoes (15)	Cordless Drills with Chargers (5+)
Garden hoses (2 - 3) with Spray Nozzles	25' & 100' Extension Cords (5 each)
Power Strips/Cord Splitters (5)	Garbage Cans (3-5)
Pop Up Tents (4)	Tables (15) & Chairs (60)



Skid Steer (1)



12" & 18" Auger Bits



Spade Shovels



Metal Rakes



Cement Mortar Hoes



Wheelbarrows



Manual Post Hole Diggers



Digging Bar



Tamp



12" Miter Saw



Drills (Cordless / Corded)



6' & 8' Step Ladders

Sample Enhancement Projects

Work with a KaBOOM! Project Manager to identify projects that will transform your outdoor space for community gatherings and activities. More examples can be found on our [website](http://www.kaboom.org).



Mendocino Bench



Picnic Tables



Planter Bench



Wooden Shade Structure



Asphalt Games / Painting



Gardening

Administrative & Legal Responsibilities

1. **Community Partner Agreement** – KaBOOM! requires potential Community Partner(s) to review and approve the draft Community Partner Agreement by any legal or board review, before moving ahead in the competitive application process. Referred to as a *Letter of Agreement (LOA)*, we cannot fully consider any organization until this document has been reviewed and approved by all necessary parties. You do not need to fill out the template. **Please direct any questions or comments to your Community Outreach team member immediately.**
2. **Land Ownership** – Community Partners must provide either proof of land ownership (a copy of the deed, tax records, or a property survey) or a copy of their current lease and a Letter of Permission from the landowner. KaBOOM! will provide the template letter in the latter case.
3. **Insurance** – Community Partners must be able to provide insurance for the playground amounting to one million dollars in commercial liability insurance or equivalent, as well as add KaBOOM! and the Funding Partner as ‘additional insured’ parties for the Build Week and one year thereafter. Proof of insurance must be submitted to KaBOOM! 30 days prior to the Build Day. Insurance is not required to be in place until Build Week. For self-insured entities, the self-insurance must be primary for the same amount of time. It is imperative that applicants check in with their insurance broker to ensure this can be completed.
4. **Permitting** – Community Partners must determine whether or not they need a permit to build a playground at the proposed site. Identifying the process for obtaining and ultimately obtaining a permit (if applicable) can be time consuming; it is important to understand these requirements during the selection process, so that KaBOOM! and the community partner can meet timelines required by any applicable permit. Prior to the KaBOOM! Build Day, securing a permit is the sole responsibility of the Community Partner.
5. **Community Contribution** – Community Partners are responsible for raising a financial contribution of \$8,500 for the project, which may be raised using a combination of existing funds, grassroots fundraising and local business support.² This cash contribution is due to KaBOOM! 30 days before the Build Day and goes directly toward the playground equipment costs.
6. **Playground Surfacing** – *Build it with KaBOOM! Grants* include Engineered Wood Fiber (EWF). EWF is safe and ADA compliant under play structures, as long as it is regularly raked to an even, deep distribution. Community Partners interested in alternative forms of safety surfacing are responsible for fully securing the funds for site preparation, completing site preparation in advance, purchase, and installation of alternative safety surfacing.

² KaBOOM! encourages Community Partners to reach out to local organizations for support, but please be aware that KaBOOM! enforces a **Corporate Sponsorship Policy** which we ask all Community Partners to abide by to ensure that the Funding Partner receives primary acknowledgement and that no competitors of the Funding Partner are solicited for support.

Community Engagement | The Planning Committee

Planning Committee³

Committee Chairs and the Planning Committee make up the core of every KaBOOM! project. If selected, Community Partners are responsible for identifying Chairs and recruiting 10-15 committed individuals who will drive the project forward to ensure success, as well as focusing on the lasting impact the project can have on the community. Planning Committee members should be available to participate in a one-hour weekly conference call with the Funding Partner and KaBOOM! Project Manager as well as commit to time in-between calls to fulfill responsibilities.

A toolkit with resources for all planning committee teams can be found on our website, [here](#).

The Planning Committee will be broken down into the following Leaders & Teams

Main Points of Contact / Committee Chairs

- Champion community engagement throughout the process
- Track & celebrate the community's accomplishments on a weekly basis

Play Chair

- Identifies a volunteer to lead a playful warm-up during Build Day kick-off
- Develop ways for children to participate in the project from the beginning to the end
- Teach & mentor youth about volunteerism & instilling ownership of the playground
- Facilitate play activities into the planning process build day and post-build
- Criteria: creative, responsible and good with children

We've heard from our alumni that there is significant impact made on the individual child who is a part of the planning and implementation of a KaBOOM! project. Ideas for encouraging and supporting youth involvement are available on our [website](#).

Recruitment Team

- Helps recruit 30 volunteers on Prep Day 1 and Prep Day 2
- Helps recruit and track anywhere from 75 – 200 community volunteers for Build Day
- At least half of the volunteers should be community members, residents, and/or parents
- Secures a sound system with mic to play music and make announcements during build day
- Identifies a photographer and/or videographer to document Build Day

Fundraising Team

By contributing to the project financially, the community gains greater ownership of their playground and this helps ensure long term care and maintenance.

- Prepares a solicitation letter and distributes to potential community supporters
- Hosts fundraising events that encourages broad community support and contribution
- Tracks donations and submits payment of \$8,500 to KaBOOM! in a timely fashion

³ At least 50% of the Planning Committee must be **non-staff**, including parents, grandparents or guardians of children served by the partnering organization, as well as interested residents and community members.

Food Team

This team will build new relationships and help shine a light on the project and the great work communities are doing with businesses that are a part of the community.

- Feeds volunteers a healthy and easy to serve breakfast & lunch all 3 days of build week
- Provides healthy snacks & beverages to keep volunteers hydrated all 3 days of build week
- Develops a plan for serving, distributing, and cleaning up a designated food area
- Ensures that there are suitable vegetarian options

Logistics Team

- Secures a storage area to store the equipment once it is delivered⁴
- Ensures restrooms are accessible for volunteers
- Identifies running water & electrical sources for build week
- Secures a 40 cubic yard dumpster and recycling container
- Knowledgeable about what debris from Build Day can be recycled or reused
- Develops a plan for on-site safety
- Secures a First Aid/CPR certified volunteer for each day of build week

PR Team

This team will be responsible for presenting this project to the community at large and to volunteers on Build Day.

- Participates in a PR specific call approximately 2 weeks after Design Day
- Generates press, publicity and social media materials announcing the project
- All materials must be sent to your KaBOOM! Project Manager prior to distribution

KaBOOM! Corporate Sponsorship Policy

Please be aware that KaBOOM! has a Corporate Sponsorship Policy that all Community Partners must abide by to ensure that contributions from the Funding Partner are appropriately acknowledged:

- Volunteers recruited from organizations or companies should be in groups of 10 or less
- No branded clothing or signage from groups other than the Community and Funding Partner may be worn during build week
- Volunteers cannot wear any hats, shirts, buttons, etc. identifying them as part of another group or organization
- Only the Funding Partner, Community Partner and KaBOOM! will have permanent signage or recognition on the project site
- Community Partners cannot solicit support from direct competitors of the Funding Partner
- If a restaurant donates food, they may include menus or cards on the serving table
- Other organizations and companies may be thanked by making one large banner recognizing all project supporters

⁴ In most cases, the KaBOOM! project budget can cover the expense of a temporary storage container, its delivery and pick-up from site.

CITY OF APOPKA

Minutes of the regular City Council meeting held on November 18, 2015, at 7:00 p.m., in the City of Apopka Council Chambers.

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

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

INVOCATION – Commissioner Dean introduced Reverend Richard King of St. James AME Church, who gave the invocation.

PLEDGE OF ALLEGIANCE – Mayor Kilsheimer said in the fall of 1620, more than 100 Pilgrims set sail from England on the Mayflower and made landfall two months later in Plymouth, Massachusetts. The Pilgrims lost half their group during the first winter. With the help of two members of local Native American Tribes, the settlers were able to successfully farm the lands and by the following autumn, they reaped a bountiful crop. To celebrate the harvest and to give thanks, Governor William Bradford called for a feast and invited the local Native American Tribes who worked alongside the Pilgrims to sustain their Colony. The Tribes and the Pilgrims hunted together and feasted for three days. It became a tradition for colonists to celebrate the harvest annually with the feast of Thanksgiving and President Abraham Lincoln proclaimed the final Thursday in November to be a national holiday in 1863. However, Franklin D. Roosevelt signed a joint resolution of Congress in 1941, which established the fourth Thursday of November as a national holiday, the day we currently celebrate as Thanksgiving. He asked everyone to reflect upon the spirit and collaboration between the Pilgrims and Native American Tribes that made it possible for Plymouth to flourish and for our nation to give thanks as he led in the Pledge of Allegiance.

2. KaBOOM! Grant – Acceptance of the letter of intent and funding.

Glenn Irby reported the City has been selected to participate in a screening with KaBOOM!, a non-profit organization that is dedicated to providing children with places to play and if selected, the City of Apopka would be awarded a grant to purchase new playgrounds for Lake Avenue Park and/or Alonzo Williams Park. There were two separate applications submitted and the first will be for Lake Avenue Park. The City will fundraise \$8,500 toward the cost of the playground equipment and will own and maintain it. We provide the land and secure necessary permits, remove existing playground equipment, and recruit community volunteers to help construct the playground. Staff is requesting approval to accept the KaBoom! Letter of Intent.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to direct staff to continue the process of application. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

BUSINESS

1. Orange County – 2016 Election Services and Equipment Use Agreement

Linda Goff, City Clerk, said this was the standard Services and Equipment Use Agreement with the Supervisor of Elections. The General Election will be at no or minimal cost to the City, as it is in conjunction with the Presidential Preference Primary, however, in the event there is a Run-off Election, the City would assume associated costs.

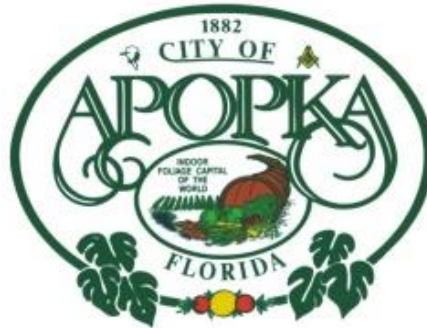
MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to approve the 2016 Election Services and Equipment Use Agreement as presented. Motion carried unanimously with Mayor Kilsheimer and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. Florida Hospital Apopka – Transportation Improvement Development Agreement

David Moon, Planning Manager, gave a brief lead in for the Florida Hospital Apopka Transportation Improvement Development Agreement. He advised on November 19, 2014, the City Council approved the Transportation Improvements Development agreement with Adventist Health Systems\Sunbelt, Inc. This is the first amendment to that agreement. He advised staff is recommending approval of the agreement.

In response to an inquiring of Commissioner Velazquez, Mr. Moon advised 11% will be covered by the Hospital's cost and the other 89% are general impacts of traffic from the surrounding area. However, that improvement qualifies for impact fee credits or transportation impact fee funds, as defined within the agreement.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Ruth, to approve the Transportation Improvement Development Agreement with Florida Hospital, Apopka.



AGENDA

APOPKA CITY COUNCIL WORKSHOP

September 02, 2016 @ 1:30PM

APOPKA CITY HALL COUNCIL CHAMBERS

CALL TO ORDER

DISCUSSION

1. This meeting is to specifically answer any questions that the Commissioners may have on contributing donations/sponsorships towards the Kaboom grant for the Lake Avenue Park & Alonzo Williams Park.
To provide some background:
 - ❖ Kaboom is currently seeking a large sponsor to fulfill the \$90,000 requirement for the grant, these would be companies or organizations similar to names like Disney, SeaWorld, Snapple, Pepsi, Non-profit organizations, etc.
 - ❖ The secondary component is the city's required contribution of \$8,500 which is to be established via fundraising or donations. Any monies collected over the city's required \$8,500 contribution would essentially go towards the maintenance fund for the parks.

The meeting will be in an informal setting in the City Hall Chambers, the Kaboom representative [Laetitia Morrisson] will be available for questioning via conference call. Informational brochures have been attached for your convenience.

ADJOURNMENT

Workshop meetings are opportunities for City Council to discuss specific issues among themselves and with Staff in an open meeting and to provide policy guidance to staff on items which are not ready for official action. The public is always welcome to attend, and is welcome to provide comments regarding Workshop items to the Council and Staff outside a meeting. Public comment will not be heard during a Workshop meeting, but public comment on Workshop items are welcome at the very next regular City Council meeting following a Workshop meeting. [Resolution 2016-16: Public Participation Policy & Procedures]

In accordance with the American with Disabilities Act (ADA), persons with disabilities needing a special accommodation to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka, FL 32703, telephone (407) 703-1704, not later than five (5) days prior to the proceeding.

CITY OF APOPKA

Minutes of a Workshop teleconference held on September 2, 2016, 1:30 p.m. in the City of Apopka Council Chambers.

PRESENT: Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Kyle Becker
Commissioner Doug Bankson

ABSENT: Mayor Joe Kilsheimer

PRESS PRESENT: John Peery – The Apopka Chief
Dale Fenwick - The Apopka Voice

KABOOM REPRESENTATIVES PARTICIPATED IN THE MEETING VIA TELECONFERENCE

CALL TO ORDER – Vice Mayor Dean called the Workshop to order at 1:30 p.m and led the Pledge of Allegiance.

DISCUSSION

Dr. Shakenya Harris-Jackson introduced Kaboom Representative, Laetitia Morrisson.

Laetitia Morrisson provided a brief overview of the program and explained how the process works. Laetitia then introduced Kaboom Representative, Joy Hathaway. Ms. Hathaway stated that at this point, Kaboom has already identified the need exists in our City and that they are currently seeking a large sponsor to fulfill the \$90,000 requirement for the grant. The City would be responsible for a contribution of \$8,500 which can come from donations or fundraising efforts. Ms. Hathaway advised that they are currently in the process of exploring partners in our area however to date they haven't received any responses. Ms. Morrisson stated that Kaboom is open to suggestions as to other partners as well.

Commissioner Bankson stated that the City has two Ministerial Alliances that would likely get behind the project and asked whether the scope of the funding was only for the playground or if could be used for other things. Ms. Hathaway stated that the funding can be used for picnic tables however it would not cover rest rooms or water parks.

Commissioner Velazquez asked if we need to reach out to the community for donations or do a fundraiser prior to receiving the Grant. Ms. Hathaway advised that the City's portion would come after the grant had been funded.

Commissioner Becker expressed his concerns as to why there wasn't any interest yet and asked whether the funding was per playground or total. Ms. Hathaway stated that it can take up to two years to find a partner and confirmed that the funding of \$90,000 was per playground. She also indicated that best case scenario may be early Spring or later in the Fall of 2017 before they secure a partner.

Dr. Harris-Jackson asked that Kaboom provide us with the Conceptual Plans & a cost break down and stated that the goal was to identify partners to potentially have a partner in place by the Spring of 2017.

Ms. Hathaway advised that they will prepare a preliminary design and present to the City for approval prior to finalizing. The City will have the final say in whether this fits our vision.

ADJOURNMENT – There being no further business the meeting adjourned at 2:17 p.m.

_____/s/_____
Billie Dean, Vice Mayor

ATTEST;

_____/s/_____
Linda F. Goff, City Clerk

Backup material for agenda item:

4. Authorize a partnership with the Orlando Magic for a Jr. Magic Basketball League.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
 FROM: Recreation
 EXHIBITS: Jr. Magic

SUBJECT: JR. MAGIC BASKETBALL LEAGUE

REQUEST: APPROVAL TO PARTNER WITH THE ORLANDO MAGIC TO OFFER A JR. MAGIC BASKETBALL LEAGUE

SUMMARY:

Recreation Staff is requesting to partner with the Orlando Magic to offer youth ages 5 to 12 a rewarding basketball experience. The Jr. Magic basketball league will provide youngsters a chance to improve their skills in fun, competitive settings while rewarding them with special perks for all their hard work. Such perks include a reversible Junior Magic jersey and a free ticket to an Orlando Magic home game. City Staff would coordinate the program and would begin registration at the end of January 2017. A minimum of 110 children are required to be registered in order to continue the program in Apopka. A goal has been set at 150 children registered which would provide for approximately 18 teams of various age groups.

Registration fees are \$110 per player, this amount will cover all costs associated with the program and will reimburse the City for any upfront expenses associated with the player uniforms, officials, basketball equipment, court rentals and medals. This league is not currently budgeted for FY16/17 budget year however all costs will be reimbursed via registration fees and will cost approximately \$16,500 per season (depending on the number of registered players, \$110 x 150 children).

FUNDING SOURCE:

Approval will require the use of General Fund reserves and will be included in the next quarterly budget amendment. Registration fees will reimburse the City, if the 110 minimum registration requirement by the Orlando Magic program is not met all fees will be refunded.

RECOMMENDATION ACTION:

Approve a partnership with the Orlando Magic to offer a Jr. Magic Basketball league.

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



JUNIOR MAGIC is a community-driven program designed to partner any youth basketball league – both new and existing – with the NBA’s Orlando Magic. The Magic’s primary role is to provide your league resources that will help it become more successful and in turn, positively impact more kids.

PLAYER BENEFITS:

- Reversible Orlando Magic jersey to wear during league play.
- Commemorative certificate of achievement.
- Complimentary ticket to watch the Orlando Magic play at the Amway Center.

LEAGUE BENEFITS:

- A direct affiliation with the Orlando Magic, which adds excitement and entices more registrants.
- Increased overall exposure, including an official listing on orlandomagic.com, recognition during a Magic home game and opportunities to play on the Amway Center floor.
- Free jersey shipping and quick turnarounds.
- Invitations to special events throughout the year.
- Discounted Magic tickets offered to players’ family and friends.
- League autonomy: your rules, your format, your content, your style.



DIRECTORS: BECOME A JUNIOR MAGIC PARTNER TODAY!

Call Michael McLain, Youth Basketball Sales & Service Manager, at 407.916.2681 or e-mail him at mmclain@orlandomagic.com to learn how.



Backup material for agenda item:

5. Authorize a lease to own agreement for commercial equipment in the Recreation Department.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
 FROM: Recreation
 EXHIBITS: Wesco Turf Lease Agreement

SUBJECT: LEASE AGREEMENT.

REQUEST: AUTHORIZE AN AGREEMENT WITH WESCO TURF, INC FOR NEW EQUIPMENT.

SUMMARY:

The Recreation Department maintains a fleet of over 40 pieces of various commercial equipment to maintain all of the fields at the Northwest Recreation complex. In the FY16/17 recreation budget there is \$146,000 allocated to purchase 8 new pieces of equipment (Kubota Tractor, Pull behind Reel Mower, 2 Z-Unit mowers, Toro Workman HD, Spray Unit, and 2 Gators).

The Recreation Department would like to enter into a 3 year lease to own agreement via State Contract to replace the old and outdated equipment. With this lease the Recreation Department will receive all of the equipment included in the budget listed above along with 4 more needed units (Toro Sand Pro, Toro Top Dresser, Toro Workman MDX, and a Toro Groundsmaster Mower). At a cost of \$89,489.16 per year this would save \$56,510.84 from the current FY16/17 budget.

The Recreation Department is striving to maintain fields at a high level of service and the additional pieces of equipment obtained this year will allow the department to become more efficient and productive. Moreover the cost of the noted equipment is projected to increase over the next few years and this agreement will lock in the current State Contracted rate.

FUNDING SOURCE:

Included in the 2016/2017 FY Recreation Budget.

RECOMMENDATION ACTION:

Authorize the 3 year lease to own agreement with Wesco Turf, Inc. for 12 commercial equipment units with an annual cost of \$89,489.16.

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 |



2101 Cantu Court, Sarasota FL 34232

300 Technology Park, Lake Mary FL 32746

7037-37 Commonwealth Avenue, Jacksonville, FL 32220

December 20, 2016

Mark Miller, Recreation Manager
Apopka
11 Forest Ave
Apopka, FL 32704

Dear Mark Miller,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation. This quotation meets or exceeds ANSI Safety Specifications – excludes Pre-Owned Equipment. Toro Commercial Equipment carries a two-year or 1500 hour warranty. Toro Consumer / Landscape Contractor Equipment carries a one-year limited warranty. All orders placed for allied equipment are the responsibility of the end user and outside vendor. Wesco Turf is not responsible for the ordering of product, price discrepancies, price increases or availability on any equipment supplied by other vendors. Wesco Turf will include allied equipment in the Toro equipment lease purchase for your convenience.

Pricing is valid for (30) days from the date of quotation. Time of delivery may vary; please check when placing order.

State Contract Number: 21100000-15-1

Please fax your purchase order to Wesco Turf at 941.487.6889.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best regards,

Jerry Adams

Commercial Sports Fields & Grounds Territory Manager
SFG
Lake Mary
jerry.adams@wescoturf.com



December 20, 2016

Quote #: Q-00003183

Mark Miller, Recreation Manager
Apopka
11 Forest Ave
Apopka, FL 32704

All Financing Provided by: TCF Equipment Finance

Qty	Model No	Description	Unit Price	Extended Price	Finance Term	Approximate Monthly Payment
1	33455	Toro 5 Unit Transport Frame	37,496.56	37,496.56	36 MUNI CSC	\$ 1,093.77
1	07369	Toro Workman HD	28,169.82	28,169.82	36 MUNI CSC	\$ 821.71
1	34215	Toro Stand-On Sprayer Spreader	8,337.66	8,337.66	36 MUNI CSC	\$ 243.21
1	08705	Toro Sand Pro / Infield Pro 5040	24,667.98	24,667.98	36 MUNI CSC	\$ 719.56
1	44931	Toro MH-400SH2	23,814.55	23,814.55	36 MUNI CSC	\$ 694.67
1	07130	Toro Workman GTX	8,219.95	8,219.95	36 MUNI CSC	\$ 239.78
1	07235	Toro Workman MDX	10,108.84	10,108.84	36 MUNI CSC	\$ 294.87
1	ALLIED.TRAC TOR	Tractor	37,656.00	37,656.00	36 MUNI CSC	\$ 1,098.43
1	07130	Toro Workman GTX	7,864.45	7,864.45	36 MUNI CSC	\$ 229.41
1	30864	Toro Groundsmaster 4300-D T4F (Includes All 5 Decks & Seat)	49,408.99	49,408.99	36 MUNI CSC	\$ 1,441.26
2	74960	Toro Z Master 6000 FX921 w/ 60" TURBO FORCE Deck	9,954.72	19,909.44	36 MUNI CSC	\$ 580.76

Total Approximate Payments \$ 7,457.43

A \$ 250.00 Documentation Fee will be included with the first payment.

Please note: All lease payments are approximate and subject to credit approval. First payment in advance. Estimated lease payments are subject to financial conditions at the time the lease is booked. Wesco Turf is not responsible for any fluctuations in lease rates resulting in higher payments.

Please indicate your acceptance of this quote as an order by signing below and returning via e-signature or via fax to Wesco Turf at 941.487.6889. Please include your preference for height of cut and requested delivery dates where applicable.

Signed: _____

Name: _____

Date: _____



December 20, 2016

Quote #: Q-00003183

Mark Miller, Recreation Manager
Apopka
11 Forest Ave
Apopka, FL 32704

State Contract Number: 21100000-15-1

All pricing is valid for thirty (30) days

Qty	Model No	Description	Price	Extended Price	Requested Delivery/HOC
1	33455	Toro 5 Unit Transport Frame	37,496.56	37,496.56	_____
1	33452	5 to 7 Unit Transport Frame Conversion Kit			
7	01007	30" 7 Blade Cutting Unit			
7	01304	16" Semi-Pneumatic Wheels Low Profile - Pair			
1	07369	Toro Workman HD	28,169.82	28,169.82	_____
1	07372	Canopy			
1	07347	1/3 Vertical Lift			
1	07321	2/3 Flatbed			
1	07322	2/3 Flatbed - Side Kit (w/tailgate)			
1	34215	Toro Stand-On Sprayer Spreader	8,337.66	8,337.66	_____
1	08705	Toro Sand Pro / Infield Pro 5040	24,667.98	24,667.98	_____
1	08757	Steel Drag Mat			
1	08756	Drag Mat Carrier system			
1	08766	QAS Vibratory Edger			
1	08714	Manual Blade (40")			
1	100-6442	Weight Kit-2WD GR3XXX			
1	TSGL650T7-C	Rahn QAS Groomer w/ HD & Spring Tine Scarifier SP3040/5040			
1	30035	Sand Pro MVP Kit \$\$MVP\$\$ **PP			
1	44931	Toro MH-400SH2	23,814.55	23,814.55	_____
1	44944	MH-400 Twin Spinner SH/EH			
1	07130	Toro Workman GTX	8,219.95	8,219.95	_____
1	07028	Trash Can Mount			
1	07140	Canopy, 2-Seat			
1	07235	Toro Workman MDX	10,108.84	10,108.84	_____
1	07324	Canopy (includes hardware) For WM MD/MDX			



Qty	Model No	Description	Price	Extended Price	Requested Delivery/HOC
1	ALLIED.TRACTOR R	Tractor	37,656.00	37,656.00	_____
1	07130	Toro Workman GTX	7,864.45	7,864.45	_____
1	07140	Canopy, 2-Seat			
1	30864	Toro Groundsmaster 4300-D T4F (Includes All 5 Decks & Seat)	49,408.99	49,408.99	_____
1	CT2	CoolTop Canopy with Integrated Fan Unit			
2	74960	Toro Z Master 6000 FX921 w/ 60" TURBO FORCE Deck	9,954.72	19,909.44	_____
2	A-11299	Sunshade for ZMaster			

Terms: TCF Equipment Finance, TCF MUNI CSC, 36

Equipment Total	\$ 255,654.24
State Sales Tax (6.00% + 0.50% County Surtax)	\$ 0.00
Total	\$ 255,654.24

Approximate Monthly Payments \$ 7,457.43

A \$ 250.00 Documentation Fee will be included with the first payment.

Please note: All lease payments are approximate and subject to credit approval. First payment in advance. Estimated lease payments are subject to financial conditions at the time the lease is booked. Wesco Turf is not responsible for any fluctuations in lease rates resulting in higher payments.

Please indicate your acceptance of this quote as an order by signing below and returning via e-signature or via fax to Wesco Turf at 941.487.6889. Please include your preference for height of cut and requested delivery dates where applicable.

Signed: _____

Name: _____

Date: _____

The above quote meets or exceeds ANSI Safety Specification – excludes Pre-Owned Equipment. Toro Commercial Equipment carries a two-year or 1500 hour warranty. Toro Consumer / Landscape Contractor Equipment carries a one-year limited warranty. All orders placed for allied equipment are the responsibility of the end user and outside vendor. Wesco Turf is not responsible for the ordering of product, price discrepancies, price increases or availability on any equipment supplied by other vendors. Wesco Turf will include allied equipment in the Toro equipment lease purchase for your convenience.



The preceding pricing is good for 30 days, not including Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Jerry Adams

WESCO TURF, INC.

Jerry Adams

Commercial Sports Fields & Grounds Territory Manager

SFG

Lake Mary

jerry.adams@wescoturf.com

Backup material for agenda item:

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



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
 FROM: Public Services
 EXHIBITS: Amendment 1

SUBJECT: INMATE WORK SQUAD CONTRACT IV-#WS1040

REQUEST: AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE CONTRACT WITH THE DEPARTMENT OF CORRECTIONS

SUMMARY:

On December 2, 2015, the City Council approved Inmate Work Squad Contract IV - #WS1040, for one-year with the potential for a one-year extension. The contract will expire March 29, 2017. The attached contract amendment would allow for a one-year extension to expire on March 29, 2018. The cost will remain the same at \$57,497.00.

FUNDING SOURCE:

Funding is included in the Street Improvement Fund –Inmate Division FY16 Budget.

RECOMMENDATION ACTION:

Authorize the City Administrator to sign contract #WS1040 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 AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF APOPKA

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and the City of Apopka ("Agency"), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for one (1) year pursuant to Section I, B., Contract Renewal; and revises the end date of the Contract referenced in Section I, A., Contract Term. The Department is exercising its renewal option for the final renewal period;
- Replaces **Addendum A** with **Revised Addendum A**, effective March 30, 2017, pursuant to Section III., A. Payment to the Department, 5.; and
- Adds Section VII., J., Sovereign Immunity.

Original contract period: March 30, 2016 through March 29, 2017.

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., Contract Term, A, is hereby revised to read:

A. Contract Term

This Contract began March 30, 2016, and shall end at midnight on March 29, 2018.

This Contract is in its final renewal year.

2. Section III., A. Payment to the Department, 5., the rate of compensation is amended to reflect the rates indicated in **Revised Addendum A**. **Addendum A** is hereby replaced with **Revised Addendum A** effective March 30, 2017.
3. Section VII., J., Sovereign Immunity, is hereby added:

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. However, 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.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment 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: _____	SIGNED BY: _____
NAME: <u>Kasey B. Faulk</u>	NAME: <u>Kenneth S. Steely</u>
TITLE: <u>Chief, Bureau of Procurement</u>	TITLE: <u>General Counsel</u>
DATE: _____	DATE: _____



Addendum A
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number W1040, Amendment 1, Effective March 30, 2017

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

Per Officer Annual Cost	Total Annual Cost
----------------------------	----------------------

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

Officers Salary	# Officers: Multiplier	1	\$ 54,194.00	**	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00		\$ 1,128.00
Repair and Maintenance			\$ 121.00		\$ 121.00
State Personnel Assessment			\$ 354.00		\$ 354.00
Training/Criminal Justice Standards			\$ 200.00		\$ 200.00
Uniform Purchase			\$ 400.00		\$ 400.00
Uniform Maintenance			\$ 350.00		\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00		\$ 56,747.00

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

** Annual cost does not include overtime pay.

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

"

Number Squads	Total Annual Cost
------------------	----------------------

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency	
	\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

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

CELLULAR PHONE WITH SERVICE REQUIRED:

YES NO

ENCLOSED TRAILER REQUIRED:

YES NO

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Addendum A
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number W1040, Amendment 1, Effective March 30, 2017

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio	MACOM	\$4969.00	<input type="checkbox"/>	
Vehicle Mounted Radio	MACOM	\$5400.00	<input checked="" type="checkbox"/>	

TOTAL Operating Capital To Be Advanced By Agency

Per Unit Cost	Number of Units
	1

Total Cost
\$ -
\$ -
\$ -

Bill To Agency	Provided By Agency	Already Exists
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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:

- Correctional 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.)

\$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.

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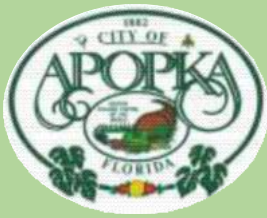
Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number W1040, Amendment 1, Effective March 30, 2017

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

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Backup material for agenda item:

7. Authorize the Purchase of two Bypass Pumps for sanitary sewer lift stations.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
 FROM: Public Services
 EXHIBITS:

SUBJECT: BYPASS PUMP AT TWO SANITARY SEWER LIFT STATIONS

REQUEST: AUTHORIZE THE PURCHASE OF TWO (2) PUMPS FROM THOMPSON PUMP AND MANUFACTURING COMPANY, INC.

SUMMARY:

Staff has obtained a proposal from Thompson Pump and Manufacturing Company, Inc., through the Florida Sheriffs Association Contract for the purchase of two (2) new bypass pumps for the Errol Estates lift station 29 for \$68,186 and IFAS lift station 51 for \$73,192 for a total of \$141,378. Due to growth and increases in capacity in these segments of the utility service area, the need for emergency bypass pumping abilities has become critical. The bypass pumps will maintain service with in the lift stations in the event of a pump or power failure and minimize the opportunity for a sewer overflow to occur.

FUNDING SOURCE:

\$140,000 is included in the Water and Wastewater Fund FY 16/17 Budget. Actual cost of the equipment is \$141,378 and cost savings from other budgetary items within the account line will be used to fund the difference.

RECOMMENDATION ACTION:

Authorize the Purchase of two (2) Bypass Pumps for sanitary sewer lift stations from Thompson Pump and Manufacturing Company, Inc., for \$141,378.

DISTRIBUTION

Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

Backup material for agenda item:

8. Authorize an Incubator Agreement with the University of Central Florida.



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS

MEETING OF: January 4, 2017
FROM: Administration
EXHIBITS: Modified Agreement
Original 2012 Agreement

SUBJECT: UNIVERSITY OF CENTRAL FLORIDA [UCF] APOPKA BASED INCUBATOR

REQUEST: CONSIDERATION OF AN AGREEMENT MODIFICATION BETWEEN THE CITY OF APOPKA AND UCF

SUMMARY:

The University of Central Florida [UCF] Research Foundation has had an agreement with the City of Apopka for the past five [5] years whereby they have use of a specific building belonging to the City and located at 325 South McGee Avenue. This agreement expires on January 17, 2017 and UCF is requesting a five year extension. Following is both the expiring agreement and the modification being presented by staff and agreed to by UCF.

The expiring agreement required the City to pay UCF various annual amounts of money beginning with \$207,867 in 2012 and ending in 2016 with \$233,784. The total amount paid to UCF over the five [5] years was \$1,103,093. The expiring agreement also required the City to maintain the interior and exterior of the building to include roof, parking lot and lawn. The City was also responsible for payment of all utilities used by UCF. In the new agreement, the City has no obligation to make any payment to UCF. The City is no longer responsible for upkeep and maintenance of either the interior or exterior of the property and all utility costs shall be borne by UCF.

The new agreement, if accepted by the City Council, shall become effective on January 18, 2017 and expire on January 18, 2018; however, there is an overall five [5] year term should both parties agree to allow continuance of use. There is a provision for either UCF or the City to terminate the agreement without reason providing a 90 day notice is given by the party wishing to terminate. As you know, Taurus Southern Investments has indicated they are interested in acquiring this property for buildout of the City Center at some future date. The 90 day out clause could be used for this purpose, should Taurus' desire come to fruition.

FUNDING SOURCE:

N/A – as written, the City should not experience any expense to be funded.

RECOMMENDATION ACTION:

Direct the City Administrator to execute the amended agreement with UCF for use of the Incubator located at 325 South McGee Avenue.

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

UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246

**Modification to
The City of Apopka Incubator Agreement between
The City of Apopka and
University of Central Florida Research Foundation, Inc.
Executed January 18, 2012**

Agency: The City of Apopka
Modification No.: 01

Type of Modification:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Extension of Budget Period | <input type="checkbox"/> Change in Special Conditions |
| <input type="checkbox"/> Change in Budget Categories | <input type="checkbox"/> Change in Funding Amount |
| <input type="checkbox"/> Change in Scope of Work | <input type="checkbox"/> Other: |

This Modification No.1 memorializes the understanding between the Parties to extend the Agreement period end date to **January 18, 2018** at **no additional cost to the City of Apopka**. The amended terms below shall not apply retroactively and shall only apply to year 6 of operation (**January __, 2017 to January 18, 2018**).

The Parties hereby agree to the following revisions. Only the articles, paragraphs and sections referenced below are hereby modified, and all other provisions of the Agreement remain unchanged. Underlined words constitute additions to Agreement, ~~strikethrough~~ constitutes deletions from the original.

Description:

Section 3 shall be modified as follows:

SECTION 3: Term of this Agreement. The term of this Agreement shall be five (5) years from the Effective Date, unless terminated earlier. This Agreement contemplates future periods of performance based on annual review by the CITY OF APOPKA and as acceptable to both Parties. The City of Apopka's obligations to provide additional time and funding is contingent upon (i) availability of funds, and (ii) approval by CITY OF APOPKA as appropriate. During the term of this Agreement, this Agreement may be terminated by either party by providing the other party with ninety (90) days written notice. On December __, 2016, this Agreement is hereby extended to from January __, 2017 to January 18, 2018 per the Amendments contemplated herein.

Section 4 shall be modified as follows:

SECTION 4: General Project Description. The general purpose of this Agreement is for the CITY OF APOPKA to provide a building, (UCF Business Incubator – Apopka), located at 325 South McGee Avenue (the former Barnhill's Restaurant), Apopka (see Appendix A) for UCFRF to utilize for the establishment and operation of the Incubator, and to memorialize the agreement and understanding of the Parties as to their respective duties and responsibilities as it relates to this undertaking. The Incubator will provide incubation services modeled after the highly successful UCFBIP. The Incubator will be funded, ~~and maintained by the CITY OF APOPKA~~ and operated by the UCFRF that has delegated the daily management of the incubator to the UCFBIP. ~~By funded it is meant that the City of Apopka is providing the aforementioned incubator facility, and will be in charge of building improvements (build out),~~

~~furnishings and related maintenance and the provision of annual operational funding as presented in Appendix B. Said furnishings do not include computers, telephones or other office equipment that shall be provided by UCFRF. The City of Apopka will provide the aforementioned incubator facility. As a business incubator being a part of the UCFBIP, the Incubator will be an economic development tool designed to accelerate the growth and success of entrepreneurial companies through an array of business support resources and services developed or orchestrated by incubator management. Companies that utilize the services of the Incubator have the potential to create jobs and wealth, revitalize neighborhoods, commercialize new technologies and strengthen local, regional, and national economies. UCFBIP clients are provided an array of business development services and resources to help accelerate growth. The formal incubation process takes place through a series of strategic and tactical working sessions. The strategic sessions are designed to help define the company's business, market and capital strategies and to build the business plan. Expertise and resources are identified for the company to utilize in addressing tactical needs as they are identified through the strategy sessions or through other informal interactions with Incubator staff and advisors. Regular education and networking programs also are designed to address the shared needs identified among UCFBIP clients. The goal of the Incubator is to assist in the development of successful firms that will graduate from the Incubator financially viable and freestanding. The Incubator will be funded by the CITY OF APOPKA and operated by the UCFRF through the UCFBIP, utilizing the funding provided by CITY OF APOPKA and associated rents and payment for services that may be generated from Incubator facility clients or tenants. The CITY OF APOPKA is providing the facility, providing for related build out and maintenance of facility and providing funding for administrative and coaching staff to be appointed by UCFRF.~~

Section 5 is hereby deleted in its entirety.

Section 6 shall be modified as follows:

SECTION 6: Obligations of the CITY OF APOPKA. The obligations of the CITY OF APOPKA shall include:

- The provision of the space at the facility located at 325 South McGee Avenue for utilization by UCFRF for the purposes of operating the Incubator.
- The City will perform all general maintenance, at City's expense, that is not specifically listed in Section 7 of this Agreement as hereby amended.
- ~~• Coordination with Incubator staff to develop build-out concepts and plans.~~
- ~~• Installation of build-out improvements within the facility.~~
- ~~• Installation of UCFRF Incubator approved signage (Content and form to be approved by UCFRF) along the primary roadway frontage. Any such signage will be in accordance with the applicable regulations of the City of Apopka Land Development Regulations.~~
- ~~• Provision of funds from the City's Community Redevelopment Agency Tax Increment Trust Fund (TIF), or other funding sources as may be identified by the City, required for the operation of the Incubator, specifically addressing the Annual Operating and Maintenance costs, Staffing and Administrative costs associated with the operation of the facility (See Appendix B) contingent upon availability and annual approval of funding by the CITY OF APOPKA.~~
- ~~• The provision of CITY OF APOPKA surplus furniture, equipment and materials as may be available and as may be utilized by the Incubator facility.~~

Section 7 shall be modified as follows:

SECTION 7: Obligations of the UCFRF. The obligations of the University of Central Florida Research Foundation (UCFRF) shall include:

- Coordination with Apopka staff to develop build-out concepts and plans.
- Provision of UCFRF Incubator signage specifications to the City of Apopka Land Development Regulations.
- Provision of business counseling staff and administrative staff necessary to staff and operate the incubator facility during normal business hours, Monday through Friday, 8:00 AM -5:00 PM.
- Utilization of the proposed annual funding (Appendix B), as is feasible and to the best of their abilities.
- Establish and maintain policies and procedures for the selection of businesses and proposed businesses that will receive assistance from the Incubator (the “Incubator Clients”).
- Administration of rental contracts, service contracts, collection of rental payments and other contracts and payments as needed for the operation and maintenance of incubator-client and incubator-tenant relationships.
- Provision of computers, printers, telephones and other office equipment as may be required to administer and operate the Incubator facility.
- UCFRF agrees to have one (1) client at the opening with a goal of having six (6) clients within six months of the opening date of the facility.
- Provision of semi-annual operational and performance reports to the CITY OF APOPKA.
- UCRF shall be responsible for paying for the following with all providers and scope of services to be selected by the City, at City’s sole discretion:

All Duke Energy monthly electricity bills associated with the facility,
Monthly alarm service monitoring and phone bills City,
Monthly natural gas bills,
Service of air conditioning equipment, as needed upon determination by City,
Window and door repair, including any and all locksmith services, as needed upon determination by City,
Bills for all lawn services for the facility as contracted for by the City,
Quarterly carpet cleaning,
Pest control services, as contracted for by the City,
Cleaning services, as UCRF or the City deems necessary,
Appliance services, as UCRF or the City deems necessary.

Section 11 shall be modified as follows:

SECTION 11: Business Model. ~~The CITY OF APOPKA shall have responsibility to provide, improve and maintain the facility for the Incubator located at 325 South McGee Avenue Apopka, FL. The CITY OF APOPKA will pay all costs associated with marketing of the Incubator.~~ UCFRF will assign and manage the coaching staff and administrative staff associated with the operation of the Incubator and will provide payment of this staff either directly or through UCF.

Section 14 is hereby deleted in its entirety and replaced with the following:

Section 14: Initial Progress. The Parties acknowledge that the term of the original Agreement was 5 years. This term has been expended for an additional one year term from **January __, 2017 to January 18, 2018** pursuant to the terms of this Amendment.

Section 16 shall be modified as follows:

SECTION 16: Indemnity. UCFRF’s liability is limited to the policy limits of UCFRF’s insurance coverage. All employees engaged to perform hereunder by UCFRF are UCF employees and therefore,

liability for any UCF employee, agent, officer and/or servant, acting within the scope of their employment or agency in conjunction herewith, shall be limited as set forth by applicable Florida law. ~~To the extent permitted by law and without~~ Without waiving any sovereign immunity it may enjoy, the CITY OF APOPKA assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the CITY OF APOPKA's officers, employees, servants, and agent thereof, while acting within the scope and course of their employment by the CITY OF APOPKA, liability for which shall in no event exceed the limitations specified in section 768.28, Florida Statutes. Both Parties hereto further agree that nothing in this Agreement shall be construed or interpreted to (1) deny to either Party any remedy or defense available to the Party under the laws of the State of Florida, and (2) comprising the consent of the State of Florida or its agents and agencies to be sued, and (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28, Florida Statutes.

Section 21 shall be modified as follows:

SECTION 21: Correspondence and Notices. Unless otherwise specifically provided for herein, all correspondence and notices related to the performance of this Agreement shall be deemed to be delivered when: (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

If to the CITY OF APOPKA:

~~Richard Anderson, City Manager~~
Glenn Irby, City Administrator
City of Apopka
120 East Main Street
Apopka, Florida 32703

If to UCFRF:

Kim Smith
University of Central Florida
Office of Research & Commercialization
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246

Acceptance and Agreement:

The above referenced modifications are hereby incorporated into the Agreement. All the other terms and conditions of the Agreement remain unchanged.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Modification as of ____ day of ____, 2016

The City of Apopka

**University of Central Florida Research
Foundation, Inc.**

(Signature – Authorized Official)

(Signature – Authorized Official)

(Typed Name and Title)

Amanda Coveney, Finance & Project Analyst

(Typed Name and Title)

**THE CITY OF APOPKA
INCUBATOR AGREEMENT**

BY AND BETWEEN

THE CITY OF APOPKA
City of Apopka
120 East Main Street
Apopka, FL 32703

&

THE UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
12201 Research Parkway, Ste. 501
Orlando, Florida 32826

January 18, 2012

THIS INCUBATOR FUNDING AGREEMENT FOR THE CITY OF APOPKA (hereinafter referred to as the "Agreement") is made and entered into on January 18, 2012 ("Effective Date") by the **City of Apopka**, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (hereinafter referred to as the "CITY OF APOPKA"), the principal place of business of which is the City of Apopka, 120 East Main Street, Apopka, FL 32703, and the **University of Central Florida Research Foundation, Inc. ("UCFRF")**, a **Florida 501(c)(3) not for profit corporation and direct support organization of the University of Central Florida ("UCF") that supports the research & sponsored program activities of faculty, staff and students of UCF**, with offices at 12201 Research Parkway, Ste. 501, Orlando, Florida 32826 (hereinafter singularly referred to by their respective name or as the "Party", and collectively as the "Parties").

WITNESSETH

WHEREAS, the CITY OF APOPKA is a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes ; and

WHEREAS, UCFRF recognizes that it has a special responsibility to the people of the Apopka, to the Orlando metropolitan region, and to the State of Florida, in furthering its mission of education, research, and public service, and further recognizes the essential role that UCFRF plays in the continued development and prosperity of the local and regional economy; and

WHEREAS, the CITY OF APOPKA hereby finds that development of the local economy directly promotes the health, safety, welfare, and morals of the CITY OF APOPKA and its citizens, and therefore serves an important public purpose, and further, the CITY OF

APOPKA recognizes the importance of improving and diversifying the local economy and otherwise supporting education, research, and other endeavors that promote local business development; and

WHEREAS, the CITY OF APOPKA and UCFRF, in fulfilling their respective missions, recognize that it is in the best interest of both organizations to work cooperatively to address issues of common concern, including sound and responsible economic development; and

WHEREAS, in 1999 UCF established the University of Central Florida Business Incubation Program (the “UCFBIP”), a University-driven community-supported partnership created to accelerate the success of working business ventures in Central Florida. Among other things, the UCFBIP provides early stage technology companies with the enabling tools, training, and infrastructure to create financially stable high growth enterprises. After 10 years of operation the UCFBIP has served over 200 companies, including 108 current clients and 60 graduates; and

WHEREAS, UCFBIP clients and graduates have created over 1,000 1,600 jobs in the region with an average salary of approximately \$60,000, and are responsible for nearly \$200 million in total economic output annually and generated in the order of over \$500 million of revenue; and

WHEREAS, in part because of its successful client support and strong community partnerships, the UCFBIP was named “2004 Incubator of the Year” by the National Business Incubation Association and has been listed as one of the top ten incubators in the nation since 2003; and

WHEREAS, the Florida Business Incubation Association, an alliance of more than 20 business incubation programs statewide, has named Dr. Tom O’Neal, executive director of the UCFBIP and chair of the statewide association 2008 Florida Business Incubation Advocate of the Year; and

WHEREAS, UCFBIP currently has nine (9) physical locations including: 1) Central Florida Research Park, 2) Daytona Beach International Airport, 3) Kissimee, 4) Leesburg, 5) Orlando, 6) Photonics UCF Campus, , 7) Sanford, 8) St. Cloud, and 9) Winter Springs consisting of over 133,500 square feet; and

WHEREAS, the establishment of a business incubator within the City of Apopka, modeled after the highly successful UCFBIP, will provide essential support to local entrepreneurs and increase the potential for creating and growing sustainable businesses within the City of Apopka's local economy; and

WHEREAS, the CITY OF APOPKA wishes to provide certain funds to UCFRF, in accordance with this Agreement, for the purpose of developing a business incubator within the City of Apopka, initially proposed to be known as the "UCF Business Incubator-Apopka" (here in this Agreement the "Incubator"), and as more fully described herein below, and UCFRF wishes to accept such funds that equal the rent that the Incubator has collected from its clients and work with the CITY OF APOPKA by providing certain services in relation to the development and operation of the Incubator; and

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, terms, and conditions set forth herein below, and for other good and valuable consideration as set forth herein below, the receipt and sufficiency of which is hereby acknowledged by both Parties, the CITY OF APOPKA and UCFRF agrees as follows:

SECTION 1: Authority. The CITY OF APOPKA has the authority to enter this Agreement and is a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (and other laws of the State of Florida). UCFRF has the authority to approve and enter into this Agreement pursuant to Chapter 1001, Florida Statutes, and other laws of the State of Florida.

Additionally, both Parties assert that they have the legal authority to perform their respective duties under this Agreement.

SECTION 2: Recitals. The recitals and findings set forth hereinabove are true and correct and are incorporated herein by this reference as a meaningful and essential part of this Agreement.

SECTION 3: Term of this Agreement. The term of this Agreement shall be five (5) years from the Effective Date, unless terminated earlier. This Agreement contemplates future periods of performance based on annual review by the CITY OF APOPKA and as acceptable to both Parties. The City of Apopka's obligations to provide additional time and funding is contingent upon (i) availability of funds, and (ii) approval by CITY OF APOPKA as appropriate. During the term of this Agreement, this Agreement may be terminated by either party by providing the other party with ninety (90) days written notice.

SECTION 4: General Project Description. The general purpose of this Agreement is for the CITY OF APOPKA to provide a building, (UCF Business Incubator – Apopka), located at 325 South McGee Avenue (the former Barnhill's Restaurant), Apopka (see Appendix A) for UCFRF to utilize for the establishment and operation of the Incubator, and to memorialize the agreement and understanding of the Parties as to their respective duties and responsibilities as it relates to this undertaking. The Incubator will provide incubation services modeled after the highly successful UCFBIP. The Incubator will be funded, and maintained by the CITY OF APOPKA and operated by the UCFRF that has delegated the daily management of the incubator to the UCFBIP. By funded it is meant that the City of Apopka is providing the aforementioned incubator facility, and will be in charge of building improvements (build-out), furnishings and

related maintenance and the provision of annual operational funding as presented in Appendix B. Said furnishings do not include computers, telephones or other office equipment that shall be provided by UCFRF. As a business incubator being a part of the UCFBIP, the Incubator will be an economic development tool designed to accelerate the growth and success of entrepreneurial companies through an array of business support resources and services developed or orchestrated by incubator management. Companies that utilize the services of the Incubator have the potential to create jobs and wealth, revitalize neighborhoods, commercialize new technologies and strengthen local, regional, and national economies. UCFBIP clients are provided an array of business development services and resources to help accelerate growth. The formal incubation process takes place through a series of strategic and tactical working sessions. The strategic sessions are designed to help define the company's business, market and capital strategies and to build the business plan. Expertise and resources are identified for the company to utilize in addressing tactical needs as they are identified through the strategy sessions or through other informal interactions with Incubator staff and advisors. Regular education and networking programs also are designed to address the shared needs identified among UCFBIP clients. The goal of the Incubator is to assist in the development of successful firms that will graduate from the Incubator financially viable and freestanding.

The Incubator will be funded by the CITY OF APOPKA and operated by the UCFRF through the UCFBIP utilizing the funding provided by CITY OF APOPKA and associated rents and payment for services that may be generated from Incubator facility clients or tenants. The CITY OF APOPKA is providing the facility, providing for related build-out and maintenance of facility and providing funding for administrative and coaching staff to be appointed by UCFRF.

SECTION 5: Payment of Funds. Upon execution of this Agreement and upon receipt of written notice by the CITY OF APOPKA from UCFRF that UCFRF will occupy the incubator building with thirty (30) days, , the CITY OF APOPKA agrees to pay to the UCFRF the Year 1 Operational and Administrative amount of \$207,967 (in accordance with Appendix B). The payment provided hereunder shall be used by the UCFRF to defray the costs incurred in operating the Incubator. Each year thereafter, within thirty (30) days of the annual anniversary date, the CITY OF APOPKA shall disburse to UCFRF the amount shown in Appendix A for that year's expenses.

SECTION 6: Obligations of the CITY OF APOPKA. The obligations of the CITY OF APOPKA shall include:

- The provision of the space at the facility located at 325 South McGee Avenue for utilization by UCFRF for the purposes of operating the Incubator.
- Coordination with Incubator staff to develop build-out concepts and plans.
- Installation of build-out improvements within the facility.
- Installation of UCFRF Incubator approved signage (Content and form to be approved by UCFRF) along the primary roadway frontage. Any such signage will be in accordance with the applicable regulations of the City of Apopka Land Development Regulations.
- Provision of funds from the City's Community Redevelopment Agency Tax Increment Trust Fund (TIF), or other funding sources as may be identified by the City, required for the operation of the Incubator, specifically addressing the Annual Operating and Maintenance costs, Staffing and Administrative costs associated with the operation of the

facility (See Appendix B) contingent upon availability and annual approval of funding by the CITY OF APOPKA.

- The provision of CITY OF APOPKA surplus furniture, equipment and materials as may be available and as may be utilized by the Incubator facility.

SECTION 7: Obligations of the UCFRF. The obligations of the University of Central Florida Research Foundation (UCFRF) shall include:

- Coordination with Apopka staff to develop build-out concepts and plans.
- Provision of UCFRF Incubator signage specifications to the City of Apopka Land Development Regulations.
- Provision of business counseling staff and administrative staff necessary to staff and operate the incubator facility during normal business hours, Monday through Friday, 8:00 AM -5:00 PM.
- Utilization of the proposed annual funding (Appendix B), as is feasible and to the best of their abilities.
- Establish and maintain policies and procedures for the selection of businesses and proposed businesses that will receive assistance from the Incubator (the “Incubator Clients”).
- Administration of rental contracts, service contracts, collection of rental payments and other contracts and payments as needed for the operation and maintenance of incubator-client and incubator-tenant relationships.
- Provision of computers, printers, telephones and other office equipment as may be required to administer and operate the Incubator facility.

- UCFRF agrees to have one (1) client at the opening with a goal of having six (6) clients within six months of the opening date of the facility.
- Provision of semi-annual operational and performance reports to the CITY OF APOPKA.

SECTION 8: Incubator Staff. UCFRF shall assign appropriate administrative staff to manage the coaching process of the Incubator. The Incubator’s administrative and coaching staff will be employees of the University of Central Florida.

SECTION 9: Incubator Clients. UCFRF shall establish and maintain policies and procedures for the selection of businesses and proposed businesses that will receive assistance from the Incubator. The Incubator Client selection process will be tailored for use in a mixed-business environment, inclusive of all industry sectors, and shall utilize the established success of the UCFBIP model. UCFBIP’s existing Excellence in Entrepreneurship Certificate Course (the “EIE”) will be used as a model selection process tool. The current EIE model may be revised to meet the specific needs of applicants to the Incubator.

SECTION 10: Business Incubator Industry Best Practices. UCFRF shall create and operate the coaching process pursuant to recognized business incubator industry best practices such as those defined by the National Business Incubation Association.

SECTION 11: Business Model. The CITY OF APOPKA shall have responsibility to provide, improve and maintain the facility for the Incubator located at 325 South McGee Avenue Apopka, FL. The CITY OF APOPKA will pay all costs associated with marketing of the Incubator.

UCFRF will assign and manage the coaching staff and administrative staff associated with the operation of the Incubator and will provide payment of this staff either directly or through UCF.

SECTION 12: Performance Measures. During Year 1 of this Agreement, UCFRF agrees to have one (1) client at the opening with a goal of having six (6) clients at the end of the year. Performance measures for subsequent years will be added as continuation funding is approved by the CITY OF APOPKA. The CITY OF APOPKA and UCFRF will develop mutually agreed upon performance measures as a condition of continuation funding.

SECTION 13: Accounting. CITY OF APOPKA agrees to allow the UCFRF to collect and retain the full amount of the rent collected from Incubator Clients to offset costs associated with coaching the clients in the Incubator.

UCFRF will provide semi-annual operational and performance reports to the CITY OF APOPKA.

SECTION 14: Initial Progress. The Parties acknowledge that the term of this Agreement is for five (5) years. UCFRF will work diligently to commence the Incubator by _____, if possible or else by _____, In order to commence the Incubator, UCFRF will provide timely input and guidance to the CITY OF APOPKA regarding the required build-out features for the incubator facility, diligently assign coaching staff and seek clients for the Incubator.

SECTION 15: Nondiscrimination. UCFRF will provide coaches to the Incubator without regard to any individual's race, color, creed, sex, age, national origin, disability, sexual

orientation, marital status, and in compliance with Title VII of the United State Civil Rights Act of 1964, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter enacted.

SECTION 16: Indemnity. UCFRF's liability is limited to the policy limits of UCFRF's insurance coverage. All employees engaged to perform hereunder by UCFRF are UCF employees and therefore, liability for any UCF employee, agent, officer and/or servant, acting within the scope of their employment or agency in conjunction herewith, shall be limited as set forth by applicable Florida law. To the extent permitted by law and without waiving any sovereign immunity it may enjoy, the CITY OF APOPKA assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the CITY OF APOPKA's officers, employees, servants, and agent thereof, while acting within the scope and course of their employment by the CITY OF APOPKA. Both Parties hereto further agree that nothing in this Agreement shall be construed or interpreted to (1) deny to either Party any remedy or defense available to the Party under the laws of the State of Florida, and (2) comprising the consent of the State of Florida or its agents and agencies to be sued, and (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 17: Insurance. This Incubator will be administered by the CITY OF APOPKA and operated by the UCFRF. All technical activities performed under this Incubator will be implemented by/or supervised by a UCF employee, which could include UCF faculty members. As UCF employees, these employees are covered by UCF's assumption of any and all risks of personal injury and property damage attributable to the negligent acts or omissions of its officers,

employees, servants, and agents thereof while acting within the scope of their employment by UCF, all in accordance with and to the extent permitted by the laws of the State of Florida. UCFRF shall obtain the appropriate insurance coverage as necessary.

Due to the fact that all employees engaged to perform hereunder by UCFRF are UCF employees, they will be covered by UCF's workers' compensation insurance the limits of which shall be statutory for workers' compensation and \$100,000 per person/\$200,000 per occurrence for employer's liability. UCF and UCFRF shall provide evidence of coverage to the CITY OF APOPKA within ten (10) days of the Effective Date, and UCF and UCFRF shall notify the City within thirty (30) days of receiving notice of cancellation, changes, or material alterations in the coverages.

SECTION 18: Force Majeure. The Parties acknowledge and agree that unforeseen and uncontrollable Acts of God or acts of people may interfere with UCFRF's and CITY OF APOPKA's ability to perform their responsibilities and duties as required by this Agreement. Such occurrences may include, but are not limited to, hurricane, tornado, tropical storm, tropical depression, earthquake, flood, lightning, water damage, severe weather conditions, accidents to or failure of essential equipment or machinery, fire, labor controversy, riot, civil unrest, civil commotion, terrorist activity, war, acts of a public enemy, major upheaval, law, enactment, rule, or order of any government, failure of essential technical facilities, failure or delay of essential transportation facilities, incapacity of essential personnel, or other cause of a similar or like nature not reasonably within the control of UCFRF and which UCFRF could not have avoided by exercise of reasonable and prudent diligence. In the event such an occurrence forces UCFRF to cancel or postpone any or all its activities or endeavors related to this Agreement, UCFRF shall make all reasonable efforts to mitigate the cost and expense associated with such occurrence, and UCFRF

shall immediately notify and consult with the CITY OF APOPKA concerning appropriate efforts to continue with the Incubator.

SECTION 19: Limitations of Government Liability. Nothing in this Agreement shall be deemed a waiver of sovereign immunity beyond any statutory limited waiver of immunity, or limits of liability contained in section 768.28, Florida Statutes, as amended, or any other such privilege or immunity created by law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by any other operation of law.

SECTION 20: Modification of this Agreement. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement, shall not be valid unless in writing of like import and executed by both Parties hereto.

SECTION 21: Correspondence and Notices. Unless otherwise specifically provided for herein, all correspondence and notices related to the performance of this Agreement shall be deemed to be delivered when: (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

If to the CITY OF APOPKA:

Richard Anderson, City Manager
City of Apopka
120 East Main Street

Apopka, Florida 32703

If to UCFRF: Kim Smith
University of Central Florida
Office of Research & Commercialization
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246

SECTION 22: Assignment. This Agreement, and the rights and privileges established by it, shall not be assigned or transferred in whole, or in part, by either Party without the advanced written consent of the other Party, which consent may be granted or withheld in that Party's sole discretion, and any attempted assignment or transfer without the other Party's consent shall be null, void, and of no legal effect.

SECTION 23: No Waiver. Failure of either Party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

SECTION 24: Default. Both Parties are hereby obligated to immediately notify the other in the event of any default hereunder.

SECTION 25: No Agency. The Parties, along with their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent parties. Nothing in this Agreement shall be construed to establish an agency, partnership, or joint venture relationship between the Parties.

SECTION 26: Third Parties. This Agreement is solely for the benefit of the CITY OF APOPKA and UCFRF, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

SECTION 27: Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

SECTION 28: Controlling Law and Interpretation. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida. The Parties negotiated this instrument as an arm's length transaction, with the opportunity to consult counsel, and neither Party shall be entitled to any benefits of interpretation.

SECTION 29: Authority to Execute and Comply. The Parties both represent and warrant that the signatories to this Agreement have been duly and legally authorized by the appropriate body or official(s) to execute this Agreement. The Parties have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 30: Captions and Headings. The headings and captions used in this Agreement are for convenience only and shall not be used to interpret meaning or intent.

SECTION 31: Computation of Time. In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

SECTION 32: Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the Parties, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, having carefully considered the rights, duties, and obligations established herein, the Parties hereto accept and agree to be bound by the terms of this Agreement by setting their hands and seals below in Orange County, Florida.

WITNESSES:

Vicky Crancella
Print Name: Vicky Crancella

Winda F Goff
Print Name: Winda F Goff

WITNESSES:

Cira Mathis
Print Name: Cira Mathis

Jorden Bestland
Print Name: Jorden Bestland

CITY OF APOPKA, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes

By: *Richard Anderson*
Print: Richard Anderson
Its: City Manager CAD KC

ATTEST:

Janice G. Goebel
Janice G. Goebel, City Clerk

**UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.**

By: *Kim Smith*
Print: Kim Smith
Its: Associate Director

APPENDIX A:

(Facility Location and Information)

Parcel Information - Tax Year 2011

Parcel Information

Parcel Id	10-21-28-0000-00-065
Location	325 S MCGEE AVE
Municipality	APOPKA FLORIDA
Millage Rate	17.2623
Property Use	2200 - RESTAURANT CHAIN

Name/Address Information

Property Name	BARNHILL'S BUFFET
Name(s)	SPIRIT MASTER FUNDING LLC
Mailing Address	14631 N SCOTTSDALE RD STE 200 SCOTTSDALE, AZ 85254-2786



282110000000065 04/20/2006

Property Description

E 243 FT OF W 418 FT OF S 258 1/2 FT OF NW1/4 OF SE1/4 (LESS RD ON W & LESS S 40 FT FOR RD) SEC 10-21-28

Sales Information

Instrument Number	OR Book/Page (Deeds)	Sale Date	Sale Amount	Deed Code	Vac/Imp Code
20040668615	07661/1604	9/24/2004	\$1,030,500	SW	Improved
19980334927	05551/3182	6/10/1998	\$898,000	WD	Improved
19893413677	04144/0012	12/6/1989	\$100	WD	Improved
19801561465	03138/0403	8/1/1980	\$180,000	WD	Improved

APPENDIX B

Annual Operational and Administrative Costs

Year 1	\$207,867
Year 2	\$214,103
Year 3	\$220,364
Year 4	\$226,975
Year 5	\$233,784

Backup material for agenda item:

9. Authorize an agreement and funding with the City of Life Foundation.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
 FROM: Mayor Kilsheimer
 EXHIBITS: City of Life Agreement
 Evaluated Source Memorandum

SUBJECT: AGREEMENT BETWEEN CITY OF APOPKA AND CITY OF LIFE FOUNDATION, INC.

REQUEST: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXTEND THE AGREEMENT BETWEEN CITY OF APOPKA AND CITY OF LIFE FOUNDATION, INC. AND AUTHORIZE EXPENDITURES WITHIN THE CURRENT FISCAL YEAR.

SUMMARY:

Funding for the Apopka Begins & Ends with ‘A’ program was approved by the Apopka City Council for the 2016-17 fiscal year. The approved funding was for up to \$35,000, which was augmented by a \$9,500 contribution by the Duke Energy Foundation. When the program was launched in the 2015-16 school year, the City partnered with The City of Life Foundation to establish, facilitate and coordinate the activities of Community Action Teams (CATs) at Rock Springs Ridge and Lovell Elementary Schools. For the 2016-17 school year, a planned expansion will add facilitated CATs to Apopka, Lakeville, Phyllis Wheatley and Zellwood elementary schools as well as continue the CATs at Rock Springs and Lovell elementary schools. City Council approval is required to extend the City’s agreement with the City of Life Foundation as well as authorize expenditures for the program within the fiscal year. Attached for your review is the contract extension and an evaluated source memo that outlines how the selection of the City of Life Foundation is necessary for the continuance of the program.

FUNDING SOURCE:

Community Outreach-Other Contractual Services and Duke Energy Grant

RECOMMENDED ACTION:

Authorize the Mayor and/or his designee to extend the City’s agreement with the City of Life Foundation and authorize expenditures within the current fiscal year.

DISTRIBUTION

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

City of Life Agreement

City of Life Foundation, Inc., a Florida not-for-profit Corporation, and **City of Apopka** agree to the following:

1. City of Apopka has launched a campaign to bring all schools in the Apopka community to an “A” rating from the Florida Department of Education. This campaign is known as “Apopka Begins and Ends with A.”
2. City of Life Foundation, Inc. has successfully used its Community Action Team (CAT) process to make in 2016 working with Rock Springs and Lovell Elementary Schools in Apopka.
3. City of Apopka wishes to engage the City of Life Foundation, Inc. to use its CAT process to establish the vision of having all schools in Apopka move toward “A” ratings while engaging the community to demonstrate its support for the schools that serve its citizens.
4. In the 2016-17 school year, City of Life Foundation, Inc. agrees to continue working with both Rock Springs and Lovell Elementary School plus add the process to Wheatley, Zellwood, Apopka and Lakeville Elementary Schools. City of Life Foundation, Inc. agrees to conduct the following work:
 - a. Lead monthly meetings at Wheatley, Zellwood, Apopka and Lakeville Elementary Schools beginning in January 2016. It will also conduct bi-monthly meetings at Rock Springs and Lovell Elementary Schools. City of Life will be responsible for all meeting logistics to include coordinating with schools, city and community participants and officials.
 - b. Draft CAT plans unique to each school with actionable, measurable outcomes focused on moving schools toward achieving “A” ratings. This would also include follow up activities for each meeting.
 - c. Monitor the implementation of all plans via both qualitative and quantitative measures.
 - d. Seek to leverage community resources to support schools. This leveraging of community resources may include, but is not limited to, identifying and securing:
 - i. Volunteers for targeted tasks assisting students and/or their families;
 - ii. Additional resources (i.e. money and/or materials for targeted programs);
 - iii. The assistance of outside organizations that can bring resources to bear on issues identified by the CAT;
 - e. Seek to minimize the burden on school officials and maximize the effectiveness of each school’s CAT; and
 - f. Create a system that can fold into existing programs once the overall goal is achieved. In other words, each CAT will have to annual establish that it can establish a goal worth pursuing, and that it would not duplicate activities being delivered by other groups.
5. In support of the campaign, the City of Apopka agrees to the following tasks:
 - a. Identify team members for the CAT at each school;
 - b. Assist with communications about the campaign;
 - c. Identify possible resources to accomplish the CAT plans; and

- d. Facilitate communications with Orange County Public Schools
- 6. City of Life Foundation, Inc. will also work with the City of Apopka to leverage additional resources for this effort to expand to other schools in the Apopka community. With additional resources, the expectation is the program can be expanded to all schools in the Apopka community in subsequent years.
- 7. **COMPENSATION FOR SERVICES.** For services rendered in accordance with the terms of this agreement, the City of Apopka agrees to pay City of Life Foundation, Inc. a total of \$44,500.00 in the 2016-17 school year.
- 8. **TERM.** The term of this Agreement shall commence on January 4, 2017 and continue through September 30, 2017. The term may be extended yearly by subsequent written agreement of the Parties for up to two (2) additional one (1) year terms.

City of Life Foundation, Inc.

City of Apopka

Allan Chernoff

Joseph E. Kilsheimer

OK
Gai
12/28/16

December 28, 2016

To: City Administrator Glenn Irby

From: Mayor Joe Kilsheimer

Re: Evaluated Source Memorandum / City of Life Foundation

Glenn

Pursuant to City of Apopka Administrative Policy 107.3.1.2.V.B.4., following please find the documentation to establish City of Life Foundation as an "Evaluated Source" for the purpose of facilitating Community Action Teams for the Apopka Begins & Ends With 'A' program for the City of Apopka. It is in the best interests of the City of Apopka to utilize City of Life Foundation for the following reasons:

- The Apopka Begins & Ends With 'A' program was launched in 2015 with goals of:
 - Improving the reputation and perception of public schools that serve Apopka.
 - Encouraging the community to embrace education as a theme and igniting greater support from local businesses, volunteers and other stakeholders to the cause of education.
 - Identifying specific challenges and obstacles that prevent each Apopka-area school from earning a higher grades on state-mandated accountability tests.
 - Establishing for employers the perception that Apopka cares deeply about education and is proactively working to develop a better qualified workforce. This, in turn, will lead directly toward improving prospects for economic development in Apopka, the creation of more jobs in Apopka and ultimately, greater prosperity for all Apopka residents.
- The City of Life Foundation, which pioneered the Community Action Team (CAT) model beginning in 2008 with its work on the issues of foster youth in Central Florida, was identified in 2015 as an ideal partner with which to launch the Apopka Begins & Ends With 'A' program. Chief Operating Officer Allan Chernoff and Board Member Gerard Glynn have established track records in Central Florida as advocates for children's issues. Both Mr. Glynn and Mr. Chernoff were directly involved in the establishment of the CAT model for facilitated discussions.
- The Apopka Begins & Ends with 'A' program was established at Lovell Elementary School and at Rock Springs Elementary School in 2015. With the coordinating help of the City of Life Foundation, CATs met monthly from December 2015 through May of 2016 and honed in on the specific challenges at each school. A final report was produced by the City of Life in July 2016 and is attached to this memo.
- Members of both CATs report positive results at each school directly attributable to the work by the City of Life to facilitate a focused discussion. The results are both tangible and intangible. Among them:

- OCPS administrators report an increased sense of enthusiasm among teachers, school personnel and parents who see a visible initiative by the City of Apopka to rally public support toward the topic of education.
- CAT team members report a greater awareness of the specific challenges faced by administrators and teachers in dealing with the issues brought to school by their students.
- The CAT team at Rock Springs Elementary School created a community garden on the grounds of the school, where students can take part in hands-on learning opportunities that show how food is grown. Students from needy families also can take home a portion of the harvest.
- The CAT team at Rock Springs Elementary School also organized and staged a Welcome Back to School event at the Rock Springs Mobile Home Park, a community where a large number of Rock Springs students live.
- The program produced yet another tangible benefit: The distribution of 6,000 free – and gently used – children’s book. The opportunity was offered to the City by Goodwill Industries, which knew of the City’s efforts to embrace education. The books were donated to the City by Goodwill and the City organized a volunteer corps to clean and sort the books before they were distributed to Apopka-area schools.
- The expansion of the Apopka Begins & Ends with ‘A’ program was approved by the Apopka City Council in the FY 2016-17 budget. In consultation with OCPS, the recommendation is to expand the program to the following elementary schools: Apopka; Lakeville; Phyllis Wheatley and Zellwood. Please note what was originally stated in the original proposal: While some of these schools lie outside the municipal jurisdiction of the City of Apopka, they all feed students eventually to Apopka’s two high schools – Apopka and Wekiva. Ultimately, the performance of all these schools affects the reputation and perception of the City of Apopka.
- The experience of the City of Life Foundation in establishing the Apopka Begins & Ends With ‘A’ program cannot be duplicated or replicated by another agency in the short time period needed to begin the CAT discussions at the additional schools. The relationships established by City of Life with OCPS administrators and individual school principals are vital to the future success of the program.

(end)

Backup material for agenda item:

1. Preliminary Development Plan – Carriage Hill Residential Subdivision - Quasi-Judicial

David Moon



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
 FROM: Community Development
 EXHIBITS: Vicinity/Aerial Maps
 Site/Landscape Plans

SUBJECT: PRELIMINARY DEVELOPMENT PLAN – CARRIAGE HILL RESIDENTIAL SUBDIVISION

REQUEST: APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN FOR CARRIAGE HILL RESIDENTIAL SUBDIVISION; AND ISSUANCE OF THE PRELIMINARY DEVELOPMENT ORDER

SUMMARY:

OWNER/APPLICANT: JTD Land at Rogers Rd., LLC

PROJECT ENGINEER: Dewberry Engineers, Inc. c/o Christopher Allen, P.E.

LOCATION: 2303 Rogers Road
(East of Rogers Road and north of Lester Road)

EXISTING USE: Vacant land

FUTURE LAND USE: Residential Low Suburban (Max 3.5 du/ac)

ZONING: R-1

PROPOSED DEVELOPMENT: Single-Family Residential Subdivision (73 Lots; min. 9,000 sq. ft. lot area, 75 ft. min. lot width)

PROPOSED DENSITY: 2.66 du/ac

TRACT SIZE: 30.58 +/- acres

DEVELOPABLE AREA: 27.38 +/- acres

OPEN SPACE: 4.49 +/- acres (park and common areas)

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)	Residential Low Suburban	R-1AA	Vacant Land
East (City)	Residential Low Suburban	R-1AA	Vacant land
South (City)	Residential Low Suburban	R-1	Lester Ridge Subdivision
West (City)	Residential Low Suburban	R-1AA	Wekiva Run Subdivision
West (County)	Low Density Residential	A-1	Greenhouse

Project Use: The Carriage Hill - Preliminary Development Plan proposes the development of 73 single family residential lots and 0.46 acre Active and Passive Park. The community proposed a minimum typical lot width of 75 feet with a minimum lot size of 9,000 square feet (8,000 s.f. is required by code). The proposed minimum living area is 1,500 s.f., as set forth in Section 2.02.05.F of the Land Development Code.

The minimum setbacks applicable to this project are:

Setback	Min. Standard
Front*	25'
Side	10'
Rear	20'
Corner	25'

*Front-entry garage must be setback 30 feet.

Access: Ingress/egress access points for the development will be via full access onto Rogers Road. Future road right-of-way is reserved for connection to future development on the northern abutting parcel, as shown between lots 15 and 16. A connection to the west in front of Lot 19 prevents the abutting western parcel from becoming landlocked.

Stormwater: There is one retention pond designed to meet the City’s Land Development Code requirements.

Recreation: The developer is providing 0.46 +/- acre (20,038 s.f.) of active and passive recreation space. Details of active and passive recreation equipment and facilities will be submitted with the final development plan.

Buffer/Tree Program: Landscape buffers provided are consistent with the Land Development. The City’s Land Development Code and Tree Bank policy authorize the City Council to require the applicant to make a contribution to the City’s Tree Bank to mitigate the remaining tree inches for the residential section. The Applicant has committed to pay \$10.00 per deficient tree inch (totaling \$11,590.00) into the Tree Bank prior to issuance of the initial Arbor/Clearing permit.

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

Total inches on-site:	4696
Total number of specimen trees:	48
Total inches removed:	3515
Total inches retained:	1181
Total inches replaced:	1175
Total Inches (Post Development):	2356

SCHOOL CAPACITY REPORT: No development activity can occur until such time that a concurrency mitigation agreement or letter has been approved by OCPS. Impacts on public school must be addressed prior to approval of a final development plan and plat. The schools zoned to receive students from this community are the following: Wolf Lake Elementary School, Wolf Lake Middle School and Apopka High School.

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

PUBLIC HEARING SCHEDULE:
December 13, 2016 - Planning Commission, 5:30 p.m.
January 4, 2017 - City Council, 1:30 p.m.

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the Carriage Hill - Preliminary Development Plan, subject to the findings of the staff report.

The **Planning Commission**, at its meeting on December 13, 2016, unanimously recommended approval of the Carriage Hill - Preliminary Development Plan, subject to the findings of the staff report.

Recommended Motion: Approve the Carriage Hill Subdivision - Preliminary Development Plan and issue the Preliminary Development Order.

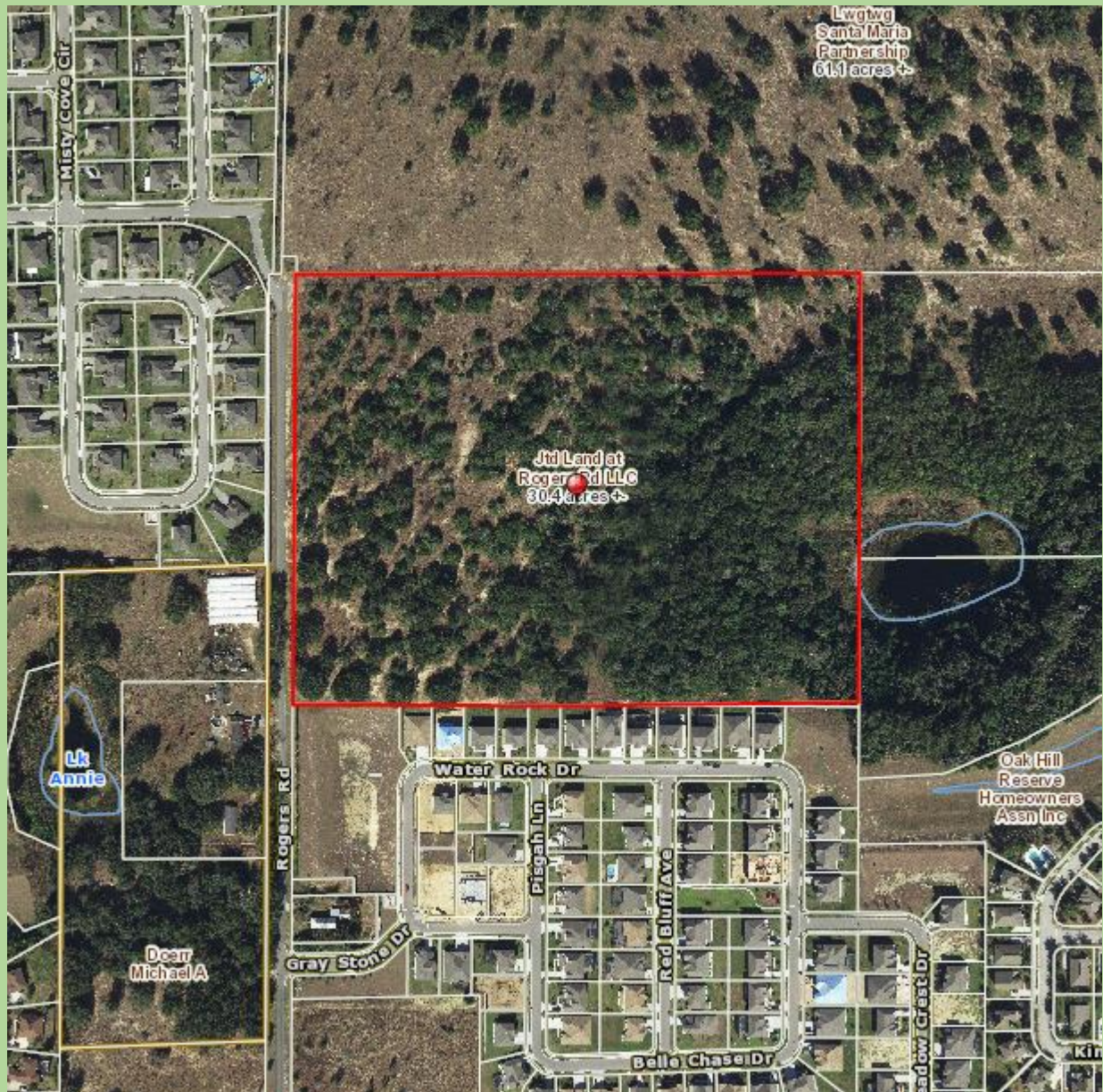
Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

Application: Carriage Hill - Preliminary Development Plan
Owner Applicant: JTD Land at Rogers Rd., LLC
Project Engineer: Dewberry Engineers, Inc., c/o Christian J. Allen, P.E.
Parcel ID No's: 29-20-28-0000-00-004 & 29-20-28-0000-00-026
Total Acres: 30.58 +/-

VICINITY MAP



AERIAL MAP



Drawing Index

General

C00 COVER SHEET

Civil

C01 EXISTING CONDITIONS
 C02 SOIL MAP
 C03 PRELIMINARY SITE PLAN
 C04 PRELIMINARY GEOMETRY PLAN
 C05 PRELIMINARY UTILITY PLAN
 C06 PRELIMINARY SECTIONS

Landscape

L1.10 TREE REMOVAL PLAN
 L1.20 TREE PROTECTION DETAILS
 L2.10 LANDSCAPE PLAN
 L2.11 LANDSCAPE PLAN
 L2.20 LANDSCAPE NOTES, LEGEND AND DETAILS

NOTE:

A LETTER MUST BE OBTAINED FROM THE FLORIDA FISH & WILDLIFE CONSERVATION COMMISSIONER (FWWC) REGARDING WILDLIFE MANAGEMENT PLAN, PRIOR TO ANY CONSTRUCTION ACTIVITIES

LEGAL DESCRIPTION:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 5011812-2037-3407799

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, TEN (10) ACRES MORE OR LESS;

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST;

THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, TEN (10) ACRES MORE OR LESS.

LESS: RIGHT OF WAY TO THE COUNTY OF ORANGE AS SHOWN IN O.R. BOOK 1803, PAGE 779, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS WEST 30 FEET OF NORTH 1/4 OF THE NORTHWEST 1/4 OF SOUTHWEST 1/4, SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST.

AND LESS: THAT PARCEL OF LAND DEEDED TO ELMOR A. LESTER AND RUTH B. LESTER AS SHOWN ON O.R. BOOK 3073, PAGE 248, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS: BEGIN AT A POINT 12 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, THENCE SOUTHEASTERLY TO A POINT ONE-HALF (1/2) THE DISTANCE BETWEEN THE EAST LINE AND THE WEST LINE OF SAID NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, THENCE WEST TO WEST LINE OF SAID NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, THENCE NORTH 12 FEET TO THE P.O.B., LESS THE WEST 30 FEET FOR ROAD, ORANGE COUNTY, FLORIDA, SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST.

PARCEL IDENTIFICATION NUMBER: 29-20-28-0000-0004

PARCEL NO. 2:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTH 1/4 OF THE NW 1/4 OF THE SW 1/4 THENCE WEST TO THE HALF WAY POINT BETWEEN THE EAST LINE AND THE WEST LINE OF THE SAID SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, THENCE SOUTHEASTERLY TO THE EAST LINE OF SAID SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 THENCE NORTH 12 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

PARCEL IDENTIFICATION NUMBER: 29-20-28-0000-0005

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE N89°54'35"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 303.0 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROGERS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1803, PAGE 779, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID NORTH LINE, N89°54'35"E, A DISTANCE OF 1321.79 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S00°18'12"W, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1012.84 FEET TO A POINT ON THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3073, PAGE 248, OF AFORESAID PUBLIC RECORDS; SAID POINT ALSO LYING ON THE NORTH LINE OF LESTER RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 79, PAGES 111-114, SAID PUBLIC RECORDS; THENCE N89°43'28"W, ALONG SAID SOUTH LINE, A DISTANCE OF 675.27 FEET TO THE MIDPOINT BETWEEN THE EAST LINE AND THE WEST LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE CONTINUE N89°43'28"W, ALONG SAID SOUTH LINE, A DISTANCE OF 645.27 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AFORESAID ROGERS ROAD; THENCE N02°13'59"E, ALONG SAID EAST LINE, A DISTANCE OF 1004.18 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1,330,257 SQUARE FEET OR 30.58 ACRES, MORE OR LESS.

CARRIAGE HILL (FKA ROGERS ROAD)

Apopka, Florida

Preliminary Development Plan

AUGUST 2016

Parcel ID. Number: 29-20-28-0000-00-004
 29-20-28-0000-00-026

Applicant / Owner

JTD LAND AT ROGERS RD., LLC
 A FLORIDA LIMITED LIABILITY CORPORATION
 210 SOUTH HOAGLAND BOULEVARD
 KISSIMMEE, FLORIDA 34741
 CONTACT: CRAIG HARRIS

Civil Engineer / Planner

DEWBERRY ENGINEERS, INC.
 800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 PHONE: 407-843-5120
 CONTACT: CHRISTOPHER J ALLEN, P.E.

Surveyor

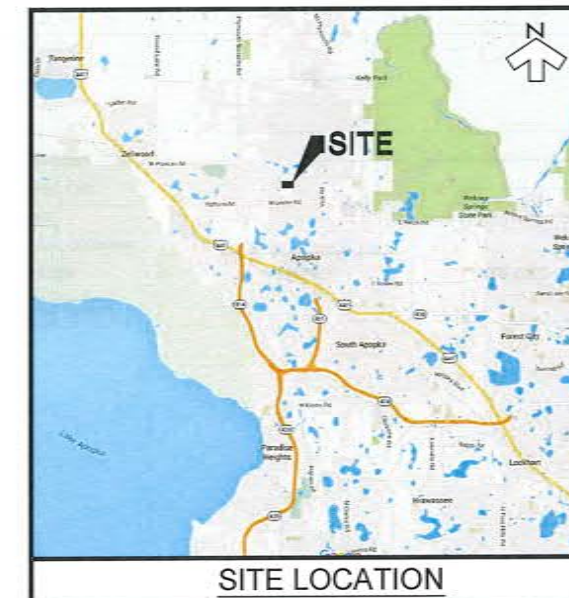
DEWBERRY ENGINEERS, INC.
 131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 407-843-5120
 CONTACT: WILLIAM D. DONLEY, PLS

Geotechnical

UNIVERSAL ENGINEERING SERVICES, INC.
 3532 MAGGIE BOULEVARD
 ORLANDO, FLORIDA 32811
 PHONE: 407-423-0504
 CONTACT: ARAVIND V RANGASWAMY

Environmental Sciences

BIO-TECH CONSULTING INC.
 2002 E. ROBINSON STREET
 ORLANDO, FLORIDA 32801
 PHONE: 407-894-5969
 CONTACT: JOHN MIKLOS



NTS

SITE LOCATION

Prepared for:
JTD LAND AT ROGERS RD., LLC
 210 South Hoagland Boulevard
 Kissimmee, Florida 34741
 Contact: Craig Harris



Dewberry Engineers Inc.
 800 N MAGNOLIA AVE
 SUITE 1000
 ORLANDO, FL 32803
 PHONE: 407.843.5120
 ENGINEERING BUSINESS #794

CARRIAGE HILL
 (FKA ROGERS ROAD)
 PRELIMINARY DEVELOPMENT PLAN
 NOT FOR CONSTRUCTION
 JTD LAND AT ROGERS RD., LLC
 APOPKA, FLORIDA

SEAL
 Christopher J Allen
 P.E. # 77719
 Nov 16, 2016

KEY PLAN
 SCALE NORTH

No.	DATE	BY	DESCRIPTION
2	11/16	CJA	PER CITY COMMENTS
1	8/16	NR	PER CITY COMMENTS

REVISIONS
 DRAWN BY _____ AH
 APPROVED BY _____
 CHECKED BY _____ CA
 DATE September 30, 2016

TITLE

COVER SHEET

PROJECT NO. 50078026 [ROGR-1]

C00

SHEET NO.

No.	DATE	BY	DESCRIPTION
2	11/16	CJA	PER CITY COMMENTS
1	8/16	NR	PER CITY COMMENTS

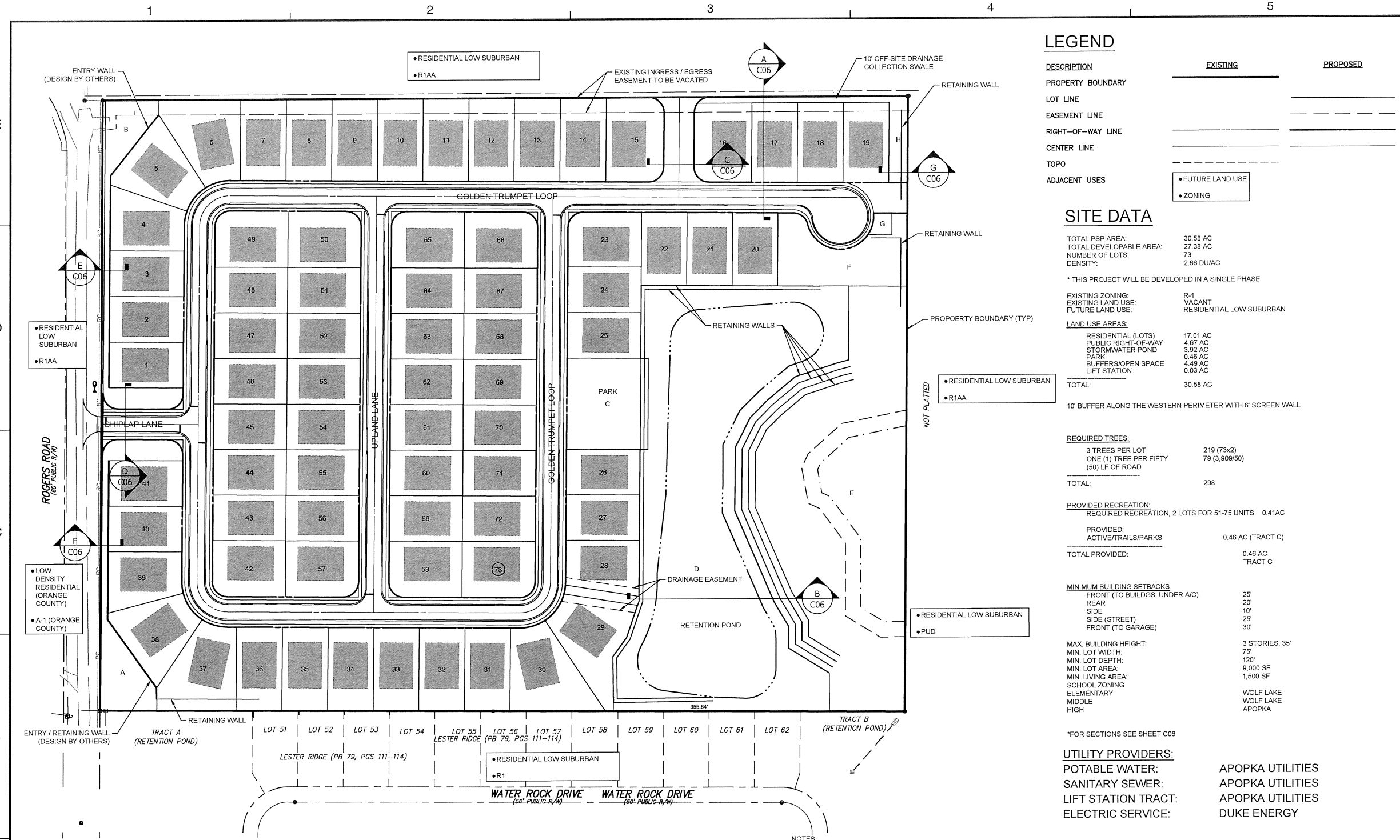
REVISIONS	DATE	DESCRIPTION
DRAWN BY		AH
APPROVED BY		CA
CHECKED BY		CA
DATE	September 30, 2018	

PRELIMINARY SITE PLAN

PROJECT NO. 50078026 [ROGR-1]

C03

SHEET NO.



LEGEND

DESCRIPTION	EXISTING	PROPOSED
PROPERTY BOUNDARY	---	---
LOT LINE	---	---
EASEMENT LINE	---	---
RIGHT-OF-WAY LINE	---	---
CENTER LINE	---	---
TOPO	---	---
ADJACENT USES	<ul style="list-style-type: none"> • FUTURE LAND USE • ZONING 	

SITE DATA

TOTAL PSP AREA:	30.58 AC
TOTAL DEVELOPABLE AREA:	27.38 AC
NUMBER OF LOTS:	73
DENSITY:	2.66 DU/AC
* THIS PROJECT WILL BE DEVELOPED IN A SINGLE PHASE.	
EXISTING ZONING:	R-1
EXISTING LAND USE:	VACANT
FUTURE LAND USE:	RESIDENTIAL LOW SUBURBAN
LAND USE AREAS:	
RESIDENTIAL (LOTS)	17.01 AC
PUBLIC RIGHT-OF-WAY	4.67 AC
STORMWATER POND	3.32 AC
PARK	0.46 AC
BUFFERS/OPEN SPACE	4.49 AC
LIFT STATION	0.03 AC
TOTAL:	30.58 AC
10' BUFFER ALONG THE WESTERN PERIMETER WITH 6' SCREEN WALL	
REQUIRED TREES:	
3 TREES PER LOT	219 (73x2)
ONE (1) TREE PER FIFTY (50) LF OF ROAD	79 (3,909/50)
TOTAL:	298
PROVIDED RECREATION:	
REQUIRED RECREATION, 2 LOTS FOR 51-75 UNITS	0.41AC
PROVIDED:	
ACTIVE/TRAILS/PARKS	0.46 AC (TRACT C)
TOTAL PROVIDED:	0.46 AC TRACT C
MINIMUM BUILDING SETBACKS	
FRONT (TO BUILDG. UNDER A/C)	25'
REAR	20'
SIDE	10'
SIDE (STREET)	25'
FRONT (TO GARAGE)	30'
MAX. BUILDING HEIGHT:	
MIN. LOT WIDTH:	3 STORIES, 35'
MIN. LOT DEPTH:	75'
MIN. LOT AREA:	120'
MIN. LIVING AREA:	9,000 SF
SCHOOL ZONING	1,500 SF
ELEMENTARY	WOLF LAKE
MIDDLE	WOLF LAKE
HIGH	APOPKA
*FOR SECTIONS SEE SHEET C06	
UTILITY PROVIDERS:	
POTABLE WATER:	APOPKA UTILITIES
SANITARY SEWER:	APOPKA UTILITIES
LIFT STATION TRACT:	APOPKA UTILITIES
ELECTRIC SERVICE:	DUKE ENERGY

TRACT SUMMARY						
TRACT	AREA (AC)	DESCRIPTION	OWNERSHIP	MAINTENANCE	DEVELOPMENT RIGHTS	NOTES
A	0.38	OPEN SPACE / BUFFER / DRAINAGE	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	
B	0.34	OPEN SPACE / BUFFER	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	
C	0.46	PARK / RECREATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	
D	3.96	POND / DRAINAGE	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	
E	3.20	BUFFER	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	CONSERVATION
F	0.43	OPEN SPACE RECREATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	
G	0.03	LIFT STATION	CITY OF APOPKA UTILITIES	CITY OF APOPKA UTILITIES	CITY OF APOPKA UTILITIES	
H	0.17	OPEN SPACE / DRAINAGE	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	HOME OWNER'S ASSOCIATION	

- NOTES:**
- PER THE REPORT PREPARED BY TRAFFIC MOBILITY CONSULTANTS. THE PROPOSED DEVELOPMENT WILL GENERATE 786 DAILY TRIPS, OF WHICH WILL OCCUR DURING THE PM PEAK HOUR.
 - LOT AREAS, EASEMENT LINES AND TRACT AREAS ON THE FINAL PLAT MAY VARY FROM THAT SHOWN DUE TO FINAL ENGINEERING DESIGN CRITERIA AND CONSTRAINTS.
 - ALL ROADWAYS, WATER LINE INFRASTRUCTURE & FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN.
 - THIS COMMUNITY IS NOT PROPOSED TO BE GATED.
 - SINGLE FAMILY RESIDENTIAL ARCHITECTURE MUST MEET THE INTENT OF THE CITY'S DEVELOPMENT DESIGN GUIDELINES, SECTION 3.2 RESIDENTIAL ARCHITECTURE STANDARDS. ARCHITECTURAL RENDERINGS OF ALL PROPOSED RESIDENTIAL BUILDINGS MUST BE SUBMITTED WITH THE FINAL DEVELOPMENT PLAN APPLICATION.
 - FRONT LOAD GARAGES SHALL BE SETBACK 30FT FROM FRONT PROPERTY LINE.
 - SITE IS LOCATED IN 100 YEAR FEMA FLOOD ZONE "X."
 - PARKS SHALL BE ADEQUATELY LIT ON AUTOMATIC TIMERS WITHOUT PROJECTING A GLARE ONTO ADJACENT PROPERTIES.
 - LIGHT POLES & FIXTURES SHALL BE PROVIDED WITH FINAL DEVELOPMENT PLAN.
 - LIGHT POLE & FIXTURES SHALL BE A DECORATIVE TYPE APPROVED BY THE CITY OF APOPKA.
 - EXTERIOR BUFFER WALLS SHALL BE BRICK, STONE OR DECORATIVE BLOCK FINISHED.

No.	DATE	BY	DESCRIPTION
2	11/16	CJA	PER CITY COMMENTS
1	8/16	NR	PER CITY COMMENTS

REVISIONS

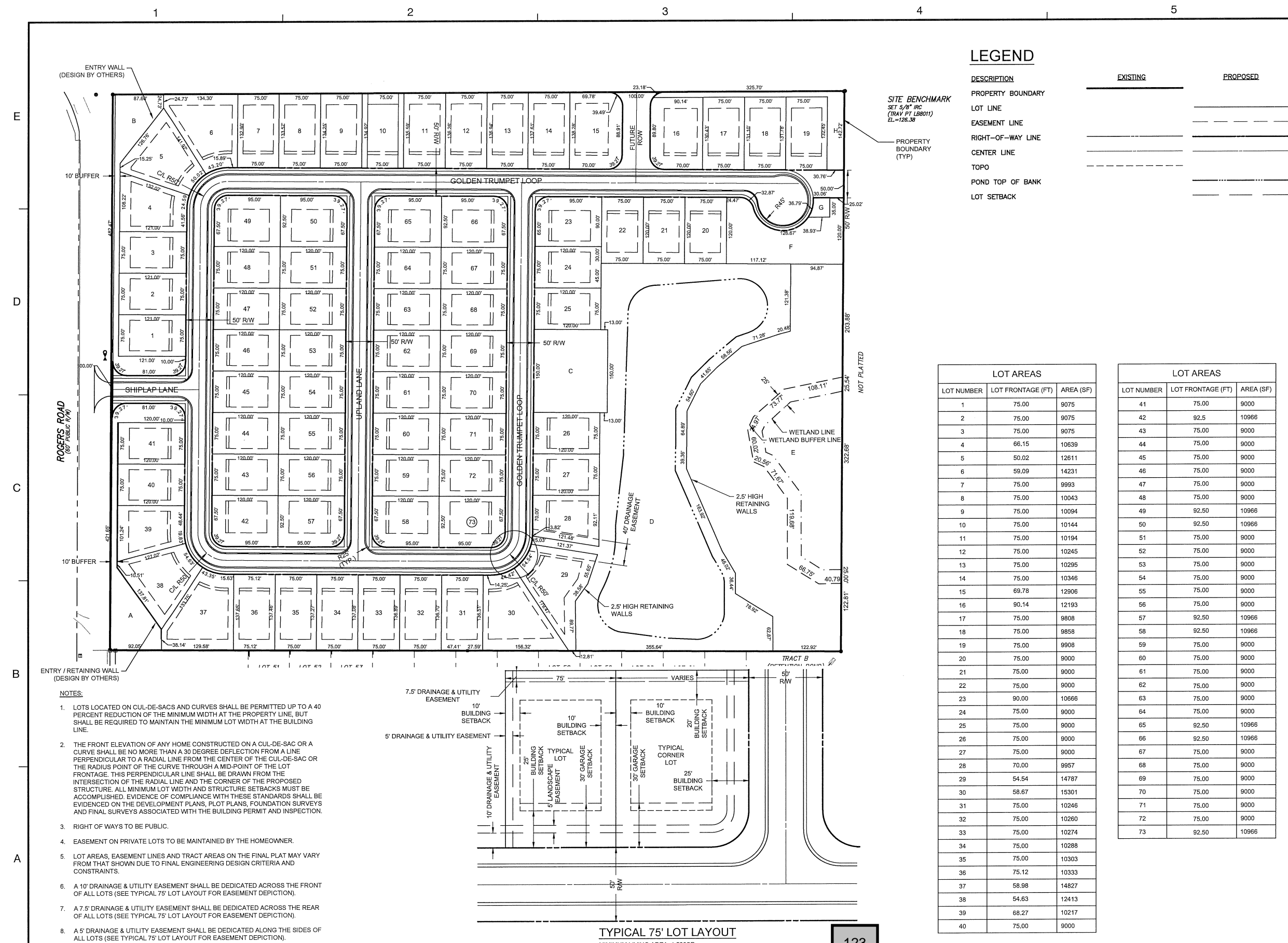
DRAWN BY	AH
APPROVED BY	CA
CHECKED BY	CA
DATE	September 30, 2016

TITLE
**PRELIMINARY
GEOMETRY
PLAN**

PROJECT NO. 50078026 [ROGR-1]

C04

SHEET NO.



LEGEND

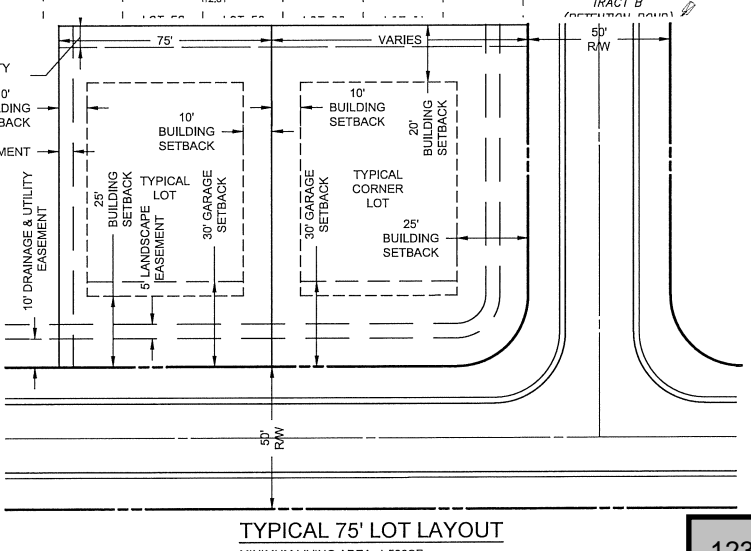
DESCRIPTION	EXISTING	PROPOSED
PROPERTY BOUNDARY	---	---
LOT LINE	---	---
EASEMENT LINE	---	---
RIGHT-OF-WAY LINE	---	---
CENTER LINE	---	---
TOPO	---	---
POND TOP OF BANK	---	---
LOT SETBACK	---	---

LOT AREAS

LOT NUMBER	LOT FRONTAGE (FT)	AREA (SF)
1	75.00	9075
2	75.00	9075
3	75.00	9075
4	66.15	10639
5	50.02	12611
6	59.09	14231
7	75.00	9993
8	75.00	10043
9	75.00	10094
10	75.00	10144
11	75.00	10194
12	75.00	10245
13	75.00	10295
14	75.00	10346
15	69.78	12906
16	90.14	12193
17	75.00	9808
18	75.00	9858
19	75.00	9908
20	75.00	9000
21	75.00	9000
22	75.00	9000
23	90.00	10666
24	75.00	9000
25	75.00	9000
26	75.00	9000
27	75.00	9000
28	70.00	9957
29	54.54	14787
30	58.67	15301
31	75.00	10246
32	75.00	10260
33	75.00	10274
34	75.00	10288
35	75.00	10303
36	75.12	10333
37	58.98	14827
38	54.63	12413
39	68.27	10217
40	75.00	9000

LOT AREAS

LOT NUMBER	LOT FRONTAGE (FT)	AREA (SF)
41	75.00	9000
42	92.5	10966
43	75.00	9000
44	75.00	9000
45	75.00	9000
46	75.00	9000
47	75.00	9000
48	75.00	9000
49	92.50	10966
50	92.50	10966
51	75.00	9000
52	75.00	9000
53	75.00	9000
54	75.00	9000
55	75.00	9000
56	75.00	9000
57	92.50	10966
58	92.50	10966
59	75.00	9000
60	75.00	9000
61	75.00	9000
62	75.00	9000
63	75.00	9000
64	75.00	9000
65	92.50	10966
66	92.50	10966
67	75.00	9000
68	75.00	9000
69	75.00	9000
70	75.00	9000
71	75.00	9000
72	75.00	9000
73	92.50	10966



TYPICAL 75' LOT LAYOUT
MINIMUM LIVING AREA: 1,500SF

- NOTES:
- LOTS LOCATED ON CUL-DE-SACS AND CURVES SHALL BE PERMITTED UP TO A 40 PERCENT REDUCTION OF THE MINIMUM WIDTH AT THE PROPERTY LINE, BUT SHALL BE REQUIRED TO MAINTAIN THE MINIMUM LOT WIDTH AT THE BUILDING LINE.
 - THE FRONT ELEVATION OF ANY HOME CONSTRUCTED ON A CUL-DE-SAC OR A CURVE SHALL BE NO MORE THAN A 30 DEGREE DEFLECTION FROM A LINE PERPENDICULAR TO A RADIAL LINE FROM THE CENTER OF THE CUL-DE-SAC OR THE RADIUS POINT OF THE CURVE THROUGH A MID-POINT OF THE LOT FRONTAGE. THIS PERPENDICULAR LINE SHALL BE DRAWN FROM THE INTERSECTION OF THE RADIAL LINE AND THE CORNER OF THE PROPOSED STRUCTURE. ALL MINIMUM LOT WIDTH AND STRUCTURE SETBACKS MUST BE ACCOMPLISHED. EVIDENCE OF COMPLIANCE WITH THESE STANDARDS SHALL BE EVIDENCED ON THE DEVELOPMENT PLANS, PLOT PLANS, FOUNDATION SURVEYS AND FINAL SURVEYS ASSOCIATED WITH THE BUILDING PERMIT AND INSPECTION.
 - RIGHT OF WAYS TO BE PUBLIC.
 - EASEMENT ON PRIVATE LOTS TO BE MAINTAINED BY THE HOMEOWNER.
 - LOT AREAS, EASEMENT LINES AND TRACT AREAS ON THE FINAL PLAT MAY VARY FROM THAT SHOWN DUE TO FINAL ENGINEERING DESIGN CRITERIA AND CONSTRAINTS.
 - A 10' DRAINAGE & UTILITY EASEMENT SHALL BE DEDICATED ACROSS THE FRONT OF ALL LOTS (SEE TYPICAL 75' LOT LAYOUT FOR EASEMENT DEPICTION).
 - A 7.5' DRAINAGE & UTILITY EASEMENT SHALL BE DEDICATED ACROSS THE REAR OF ALL LOTS (SEE TYPICAL 75' LOT LAYOUT FOR EASEMENT DEPICTION).
 - A 5' DRAINAGE & UTILITY EASEMENT SHALL BE DEDICATED ALONG THE SIDES OF ALL LOTS (SEE TYPICAL 75' LOT LAYOUT FOR EASEMENT DEPICTION).

LANDSCAPE NOTES:

- The Landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.
- Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. The Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of negligence in the execution of the work.
- The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability and proper location of irrigation items and plants.
- All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
- All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Plants, Part I and II, published by the Florida Department of Agriculture and Consumer Services.
- The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
- Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.
- The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. The caliper of tree trunks is to be taken one foot above the ground level.
- Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.
- All tree pits shall be excavated to size and depth in accordance with the USDA Standard for Nursery Stock, 260.1, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.
- The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.
- It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to re-straighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.
- All trees and all palms shall be guyed or staked or braced. The Landscape Contractor shall determine which small or multi-trunk trees need to be guyed and staked to maintain plants. Staking of trees and shrubs, if required, shall be done as per staking and guying detail prepared by the Landscape Architect. It shall be the responsibility of the Landscape Contractor to remove guys and stakes from the trees and job site after a period of 90 days.
- Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
- Sod shall be certified to be free of the Imported fire ant. Sod shall have a clean growth of acceptable grass, reasonably free of weeds with not less than 1 1/2" of soil firmly adhering to roots. It shall be the responsibility of the Landscape Contractor to measure and determine the exact amount required. This amount shall be verified with the Owner or Landscape Architect before installation.
- The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
- The Landscape Contractor shall insure that his work does not interrupt established or projected drainage patterns.
- The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of bidding.
- Mulch - All plant beds shall be top dressed with 3" shredded hardwood mulch (or approved equal).
- Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.

22. MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and re-planting of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting source and all other care needed for proper growth of the plants.

During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.

At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor stating the date when the Maintenance Period ends.

GUARANTEE AND REPLACEMENT:

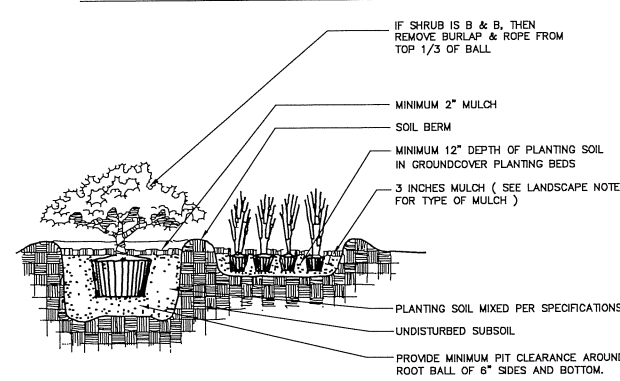
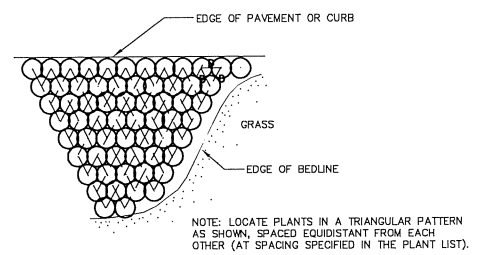
All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.

At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.

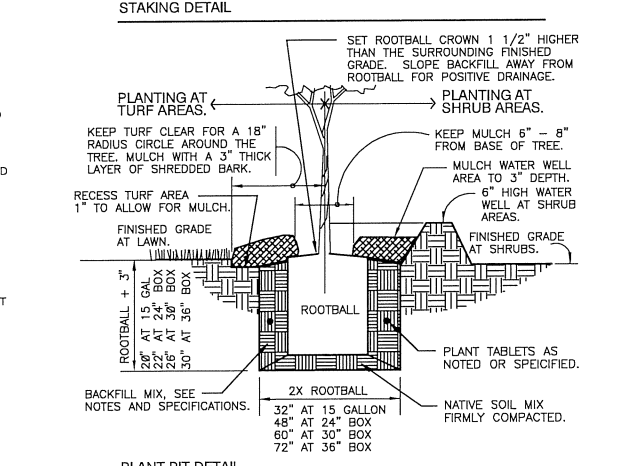
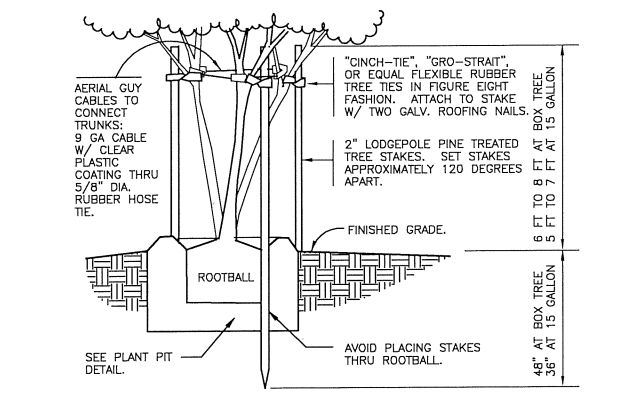
All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.

PLANT SCHEDULE

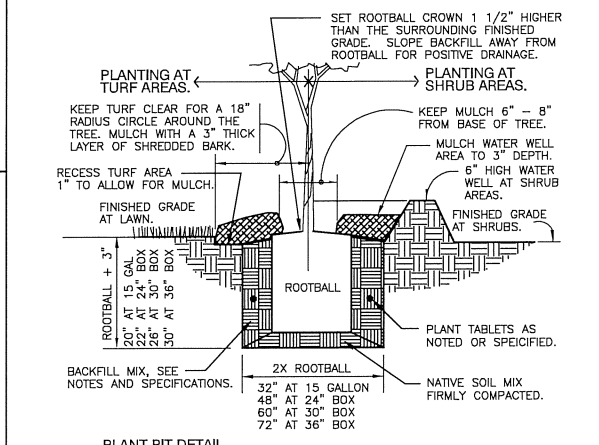
TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT.	CAL	FIELD3
	CC	40	Cercis canadensis / Eastern Redbud	-	2 1/2" DBH	10' Ht
	IA	8	Ilex opaca / American Holly	-	2 1/2" DBH	10' Ht
	MB	6	Magnolia grandiflora 'D.D. Blanchard' TM / Southern Magnolia	-	3" DBH	12-15' H
	QV	17	Quercus virginiana / Southern Live Oak	-	2 1/2" DBH	10' Ht x 5' Spr.
	TC	137	Tabebuia chrysotricha / Golden Trumpet Tree	-	2 1/2" DBH	10' Ht
	TH	40	Tabebuia heterophylla / Pink Tabebuia	-	2 1/2" DBH	10' Ht
SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT.	SIZE	
	VO	290	Viburnum odoratissimum / Sweet Viburnum	5 gal	24" Ht x 24" Spr.	
GROUND COVERS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT.	SIZE	SPACING
	AA	319	Agapanthus africanus / Lily of the Nile	1 gal	FULL	24" o.c.
	DV	367	Dianella tasmanica 'Variegata' / Flax Lily	1 gal	FULL	24" o.c.
	HO	289	Hemerocallis x 'Stella de Oro' / Stella de Oro Daylily	1 gal	FULL	24" o.c.
	PN	32,496 sf	Paspalum notatum / Bahia Grass	sod		
	SA	12,173 sf	Stenotaphrum secundatum 'Floritam' / Floritam St. Augustine Sod	sod		



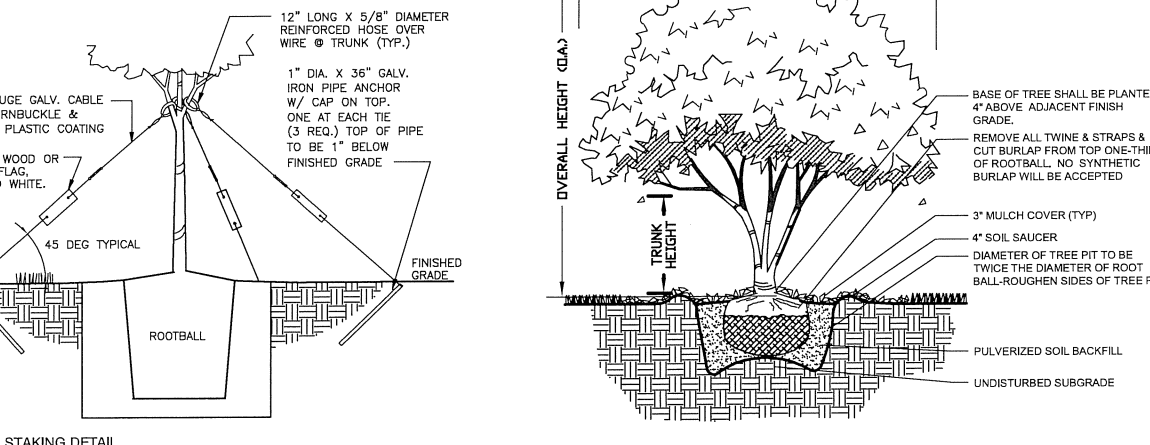
4 SHRUB AND GROUNDCOVER PLANTING
NTS 329333.13-04



3 TREE PLANTING MULTI-STAKE
1" = 1'-0" 329343.23-03



1 TREE GUY WIRE PLANTING
1" = 1'-0" 329343.26-03



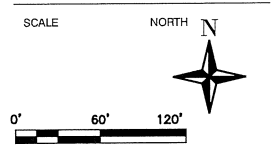
2 MULTI-STEM TREE PLANTING
N.T.S. 329343.33-01

Dewberry
Dewberry Engineers Inc.
800 N MAGNOLIA AVE
SUITE 1000
ORLANDO, FL 32803
PHONE: 407-843-5120
ENGINEERING BUSINESS #9794

CARRIAGE HILL
(FKA ROGERS ROAD)
PRELIMINARY
DEVELOPMENT PLAN
NOT FOR CONSTRUCTION
JTD LAND AT ROGERS RD., LLC
APOPKA, FLORIDA

SEAL
Michael J Urchuk
FL RLA # B66675
Nov 16, 2016

KEY PLAN



No.	DATE	BY	Description

REVISIONS
DRAWN BY MU
APPROVED BY MU
CHECKED BY MU
DATE November 16, 2016

LANDSCAPE NOTES, LEGEND AND DETAILS

PROJECT NO. 50078026 [ROGR-1]

L2.20
SHEET NO.

Backup material for agenda item:

1. Ordinance No. 2543 - First Reading - Fire and Police Impact Fees

Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
 FROM: Administration
 EXHIBITS: Ordinance 2543 & 2544
 Presentations & Studies

SUBJECT: FIRE, POLICE AND RECREATION IMPACT FEES

REQUEST: ACCEPTANCE OF ORDINANCE 2543 BY VOTE OF THE CREATION OF NEW FIRE AND POLICE IMPACT FEES AND ACCEPTANCE OF ORDINANCE 2544 BY VOTE TO MODIFY EXISTING PARK AND RECREATION IMPACT FEES

SUMMARY:

The City contracted with Public Resources Management Group [PRMG] to conduct a study needed to support its ability to charge impact fees on new construction for both Fire and Police future capital needs. It also contracted with them to study possible modifications to existing Parks and Recreation impact fees. All three completed studies have been previously discussed with Council in workshop settings. Following this staff report are the actual studies produced by [PRMG] along with PowerPoint presentations condensing the information found within each study.

As for the actual fees for Fire, Police and Parks and Recreation, the study supports charging the following impacts on new construction:

Study Supported Police Impact Fees

Single Family Residential Home	\$747.00	Per Dwelling Unit
Retail and Food Service	\$ 1.00	Per Square Foot
Office	\$.29	Per Square Foot
Government, Institutional and Hotels	\$.54	Per Square Foot
Industrial	\$.07	Per Square Foot
All Others	\$.41	Per Square Foot

Study Supported Fire Impact Fees

Single Family Residential Home	\$ 708.00	Per Dwelling Unit
Retail and Food Service	\$.64	Per Square Foot
Office	\$.49	Per Square Foot
Government, Institutional and Hotels	\$.87	Per Square Foot
Industrial	\$.07	Per Square Foot
All Others	\$.44	Per Square Foot

Study Supported Park and Recreation Impact Fees

Single Family Residential Home	\$1,060.00	Per Dwelling Unit
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**Impact Fees for Parks and Recreation can only be rationally charged to new construction of Single Family Residential Homes.*

The ordinances to be considered follow this staff report and contemplate fees being reduced to 80% of study supported fees. It is staff's recommendation that the City Council direct the ordinances be changed to reflect fees at 100% of those supported by the studies. The same as reflected in this staff report. It should be mentioned that impact fees are only levied on new construction and existing residents are not affected unless they construct a new home. Sales of existing homes and buildings are not affected either.

FUNDING SOURCE:

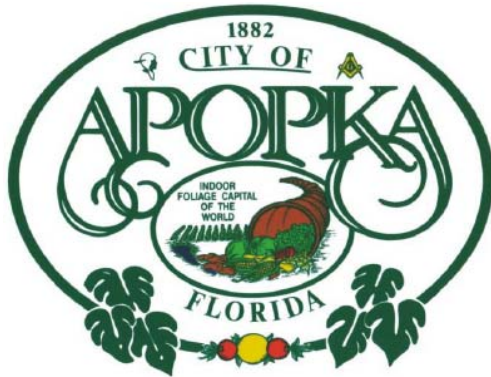
N/A

RECOMMENDATION ACTION:

Vote to adopt the ordinances being presented to establish new Fire and Police Impact Fees and update existing Impact Fees for Parks and Recreation with direction to staff to increase costs shown in the ordinances to those supported by the Impact Fee Studies performed by PRMG. The amended ordinances would then be presented for second reading on January 18, 2017.

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



Presentation to City of Apopka, Florida

MUNICIPAL IMPACT FEE STUDY

Presented: October 4th, 2016

PURPOSE OF THE STUDY

- ❖ **Provide the Basis for Proposed Impact Fees for Municipal Services**
 - **Police Protection Services**
 - **Fire & EMS Rescue Services**

- ❖ **City Currently Does Not Charge Impact Fees for Municipal Services**

BACKGROUND

The Basis for Impact Fees and Related Criteria Have Been Developed Under Florida Statutes and Case Law.

❖ Dual Rational Nexus

- Relate Capital Needs to Growth
- Relate Capital Expenditures to Growth

❖ Revenue-Producing Ordinance

❖ Maintain Separate Accounting

MAJOR OBJECTIVES AND CRITERIA

- ❖ Impact Fees Should be Based on the Capital Cost Requirements Anticipated for Providing Service to New Development
- ❖ Impact Fees Should be Based Upon Reasonable Level of Service Standards that Meet the Needs of the City
- ❖ Impact Fees Should Not be Used to Fund Deficiencies in Capital Needs of the City or Pay for Any Operating Costs

IMPACT FEE STUDY TASKS

- ❖ **Compile Service Area Forecast**
- ❖ **Identify Level of Service Standards**
- ❖ **Review Existing Assets and Future Capital Needs**
- ❖ **Develop Proposed Impact Fee Alternatives**
- ❖ **Review Impact Fee Ordinance**

FEE CALCULATION METHODOLOGY

- ❖ Identify Costs to Serve Future Growth
- ❖ Costs Allocated Between Residential and Non-Residential Classes Based on Service Calls
- ❖ Non-Residential Calls Allocated By Major Classes
- ❖ Total Allocated Costs Divided by Projected Change in Units
 - Housing Units / Non-Residential Sq. Ft. by Class
- ❖ Rate Calculated Per Unit of Growth
 - Residential Fee per Housing Unit
 - Non-Residential Fee by Major Class per Square Foot

CITY SERVICE AREA FORECAST

Existing and Projected Population and Dwelling Units [1]

<u>Year</u>	<u>Total Population</u>	<u>Total Dwelling Units</u>	<u>Average Persons Per Household</u>
2000	26,642	10,091	2.64
2010	41,542	15,707	2.64
2014	45,669	17,160	2.66
2016	47,695	17,921	2.66
2020	52,019	19,546	2.66
2021	53,160	19,975	2.66
2025	57,981	21,786	2.66
2040	80,286	30,167	2.66

[1] Based on the 2000 and 2010 U.S. Census and estimates for 2014 and 2040 as obtained from the Bureau of Economic and Business Research and Florida Housing Data Clearinghouse.



SERVICE AREA FORECAST

Projected Non-Residential Growth

<u>Year</u>	<u>Total Square Feet [1]</u>	<u>Cumulative Growth in Square Feet</u>	<u>Non-Res. Sq. Ft. Per Residential Dwelling Unit</u>
2016	13,396,353	N/A	748
2021	14,981,145	1,584,792	750
2029	18,061,486	4,665,133	750

[1] Amount shown based on the current estimate of approximately 748 sq. ft. of commercial development for every 1 unit of residential development going to approximately 750 sq. ft. per residential unit.

POLICE PROTECTION SERVICES

❖ Existing Level of Service

- City Currently Provides 2.03 Police Officers per 1,000 Residents or 97 Sworn Officers
 - Level of Service in Fiscal Year 2014 was 1.97
 - City Recently Hired 7 New Officers Fiscal Year 2016
 - Current “Deficiency” to be Funded from General Fund
 - Target of 2.50 Officers per 1,000 Residents by 2021
- Total of 133 Sworn Officers Needed by 2021
- One Patrol Vehicle per Officer
 - Vehicle Take Home Program

POLICE PROTECTION SERVICES

❖ **Total Capital Cost per Officer - \$156,674**

- Personnel and Other Equipment
- Patrol and Other Vehicles
- Systems and Software
- New Public Safety Complex
- Net of Grants and Contributions

❖ **14 Officers Required to Serve Growth through 2021**

Projected Population in 2021	53,160
Targeted Minimum LOS per 1,000 Population	<u>2.50</u>
Total Officers Required by 2021	133
Current Officer Requirements (2.50 LOS)	<u>119</u>
Total Additional Officers to Serve New Growth	14
10	



POLICE PROTECTION SERVICES

Existing and Proposed Residential Impact Fees

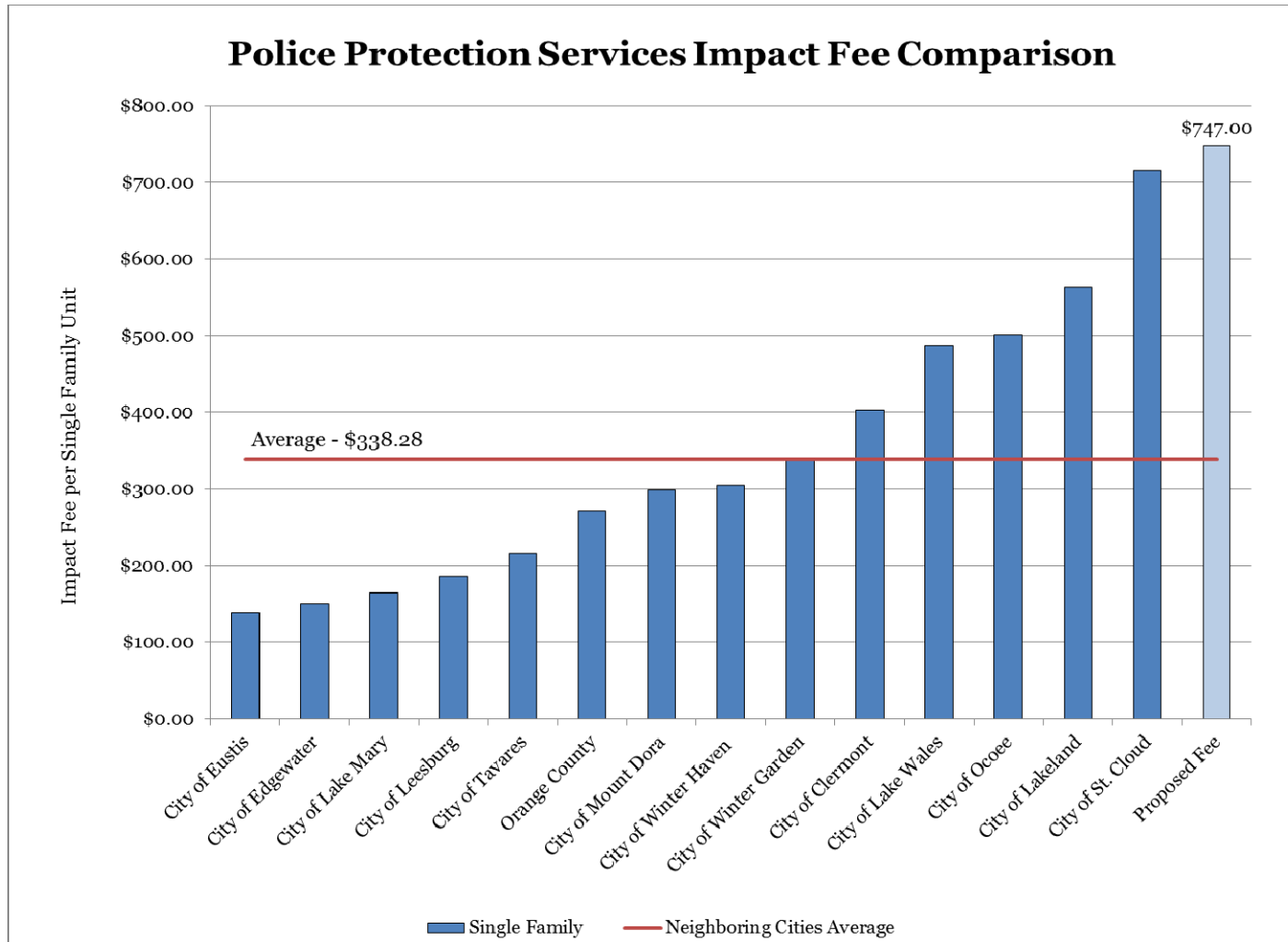
<u>Residential</u>	<u>Measure</u>	<u>Fee Amount</u>
Existing Impact Fee	N/A	N/A
<u>Proposed Rates</u>		
Proposed Impact Fee	Dwelling	\$747.00
Other Community Averages	Dwelling	\$338.28

POLICE PROTECTION SERVICES

Existing and Proposed Non-Residential Impact Fees

<u>Non-Residential</u>	<u>Measure</u>	<u>Fee Amount</u>
Existing	N/A	N/A
<u>Proposed Rate</u>		
Retail & Food Service	Square Feet	\$1.000
Office	Square Feet	\$0.290
Government, Institutional, Hotels	Square Feet	\$0.540
Industrial	Square Feet	\$0.070
All Others	Square Feet	\$0.410

POLICE PROTECTION SERVICES



FIRE / EMS RESCUE SERVICES

❖ Level of Service Standards

- Maintain response times according to NFPA 1710 and ISO guidelines
 - Rated as Class 1 Department
 - In Top .09% of Country for Response Times
- City Currently Provides 1.70 Personnel per 1,000 Residents or 81 Firefighter/EMS Personnel
 - Target of 2.20 Firefighter/EMS Personnel per 1,000
 - Current “Deficiency” to be Funded from General Fund
 - Currently 4 Fire Stations are in Service
 - 2 Additional Stations to Come Online by 2021 (18 Firefighters per Station)
- 141 Total Required Personnel Through 2021

FIRE / EMS RESCUE SERVICES

❖ **Total Capital Cost per Firefighter - \$177,777**

- Personal and Other Equipment
- Fire Engines, Rescue and Other Vehicles
- Systems and Software
- New Stations and Public Safety Complex
- Net of Grants and Contributions

❖ **36 Firefighters Required to Serve Growth**

Projected Population Serviceable W/ Stations 1-6	64,091
Targeted Minimum LOS per 1,000 Population	<u>2.20</u>
Total Firefighters Required by 2021	141
Current Personnel Requirements (2.20 LOS)	<u>105</u>
Total Additional Firefighters to Serve New Growth	36
15	



FIRE / EMS RESCUE SERVICES

Proposed Impact Fee Alternatives – Fiscal Year 2016

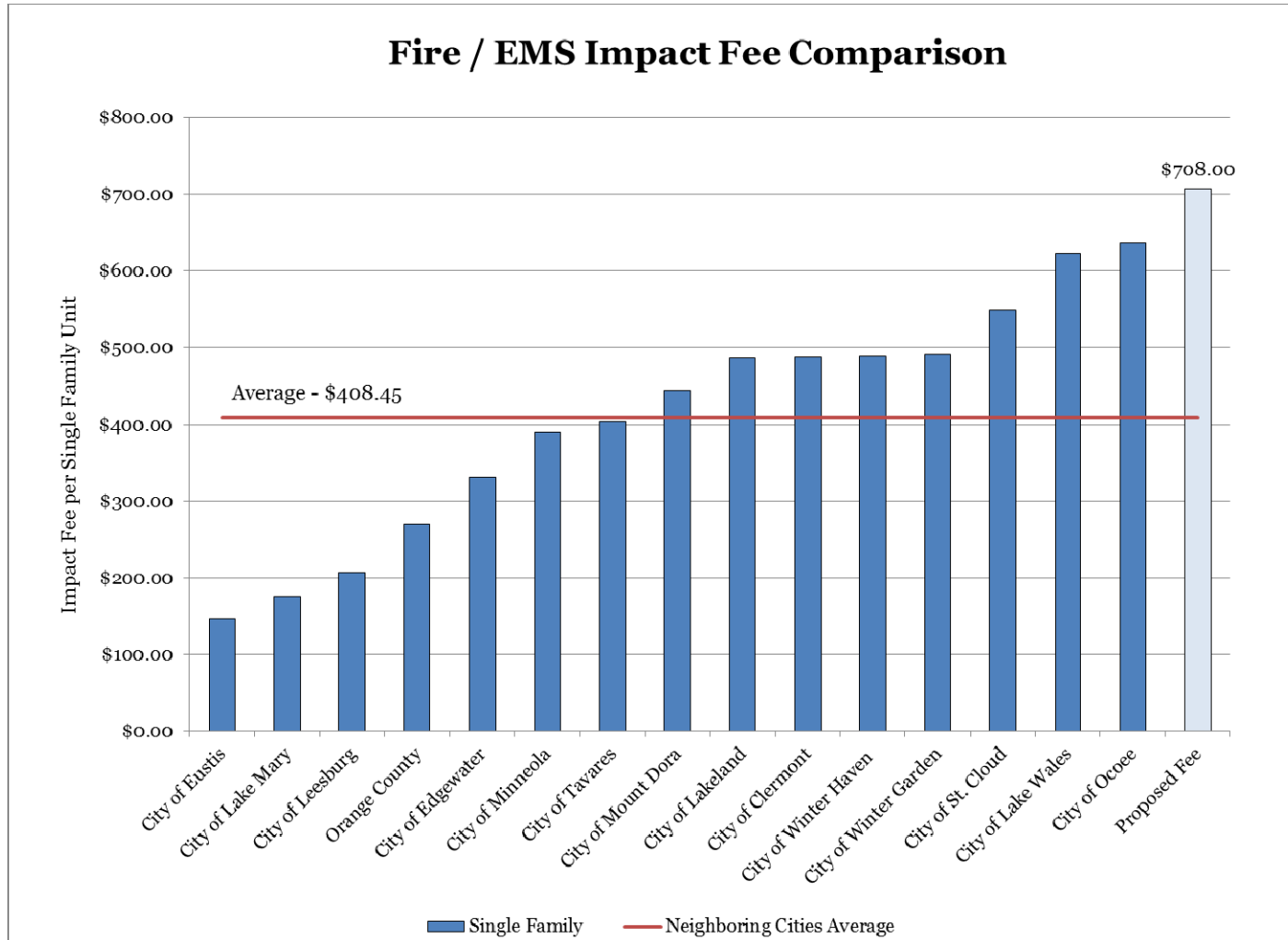
<u>Residential</u>	<u>Measure</u>	<u>Fee Amount</u>
Existing Impact Fee	N/A	N/A
<u>Proposed Rate</u>		
Proposed Impact Fee	Dwelling	\$708.00
Other Community Averages	Dwelling	\$408.45

FIRE / EMS RESCUE SERVICES

Existing and Proposed Non-Residential Impact Fees

<u>Non-Residential</u>	<u>Measure</u>	<u>Fee Amount</u>
Existing	N/A	N/A
<u>Proposed Rate</u>		
Retail & Food Service	Square Feet	\$0.640
Office	Square Feet	\$0.490
Government, Institutional, Hotels	Square Feet	\$0.870
Industrial	Square Feet	\$0.070
Catch-All	Square Feet	\$0.440

FIRE / EMS RESCUE SERVICES



Staff Proposed Impact Fee Levels

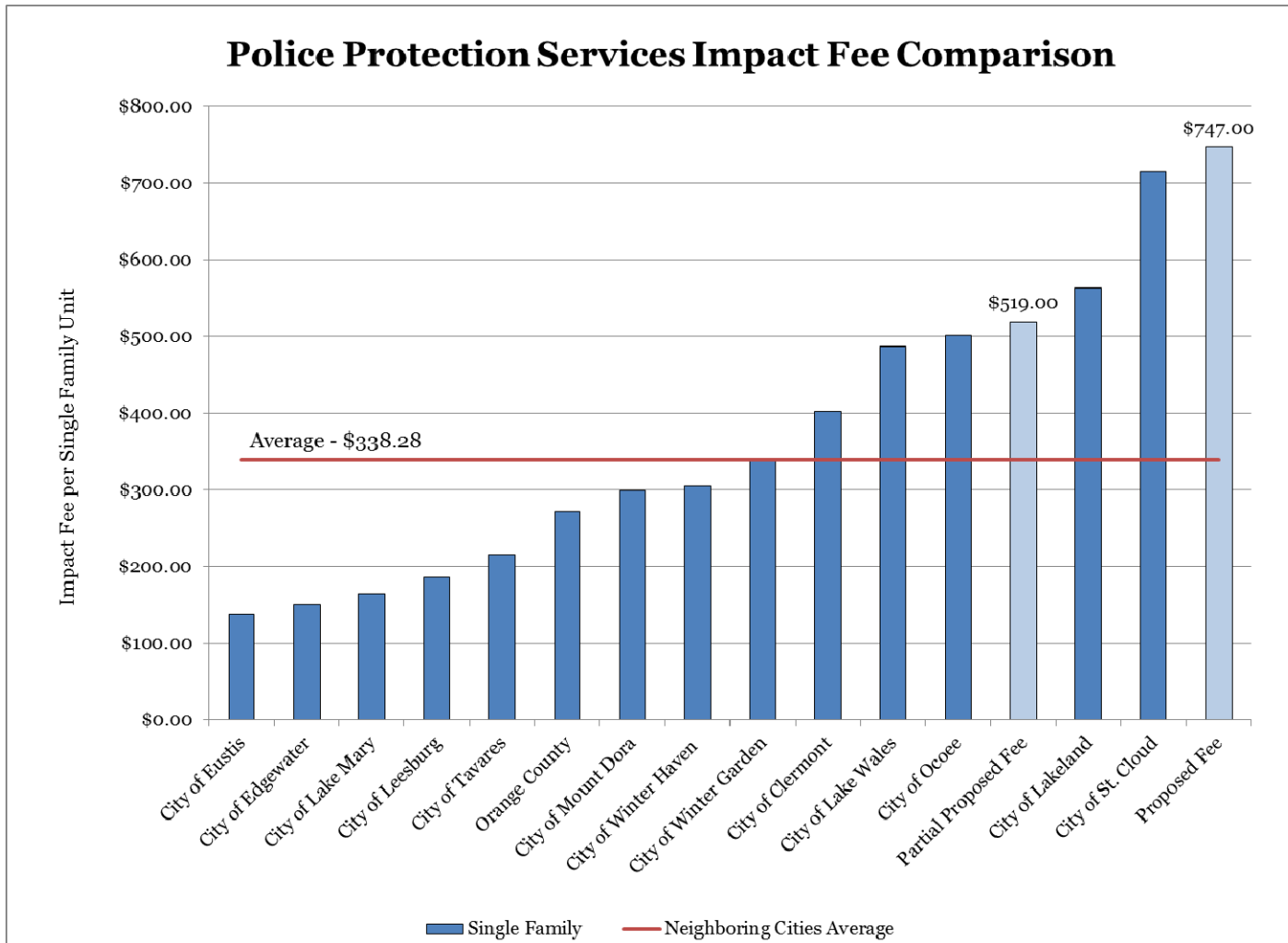
Existing and Proposed Residential Impact Fees

<u>Residential</u>	<u>Measure</u>	<u>Fee Amount</u>
Existing Impact Fee	N/A	N/A
<u>Proposed Police Fee</u>		
Full Impact Fee	Dwelling	\$747.00
Staff Proposed Impact Fee [*]	Dwelling	\$519.00
<u>Proposed Fire/EMS Fee</u>		
Full Impact Fee	Dwelling	\$708.00
Staff Proposed Impact Fee [*]	Dwelling	\$516.00

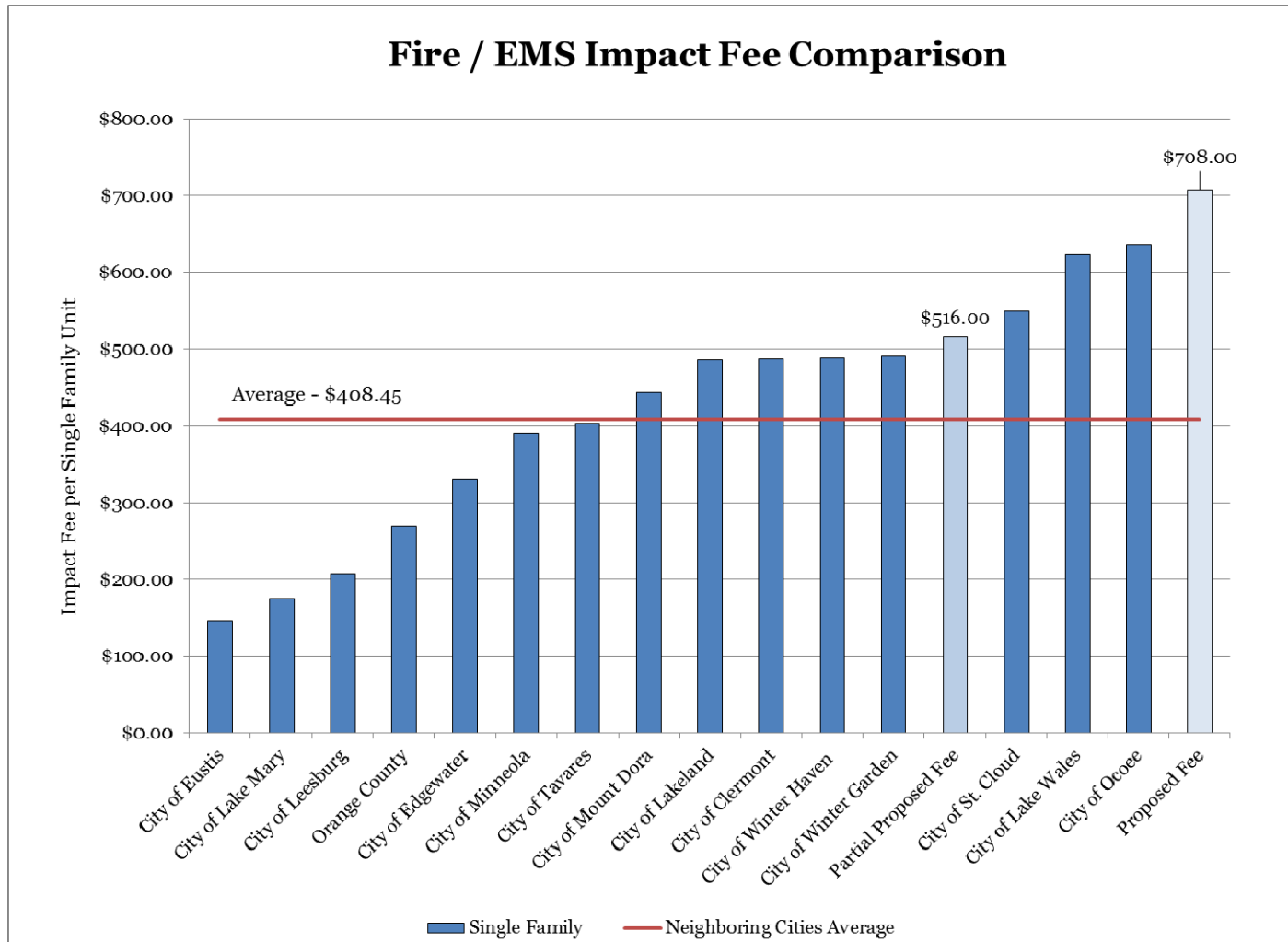
[*] Fees can be incrementally phased-in to full level over time.



POLICE PROTECTION SERVICES



FIRE / EMS RESCUE SERVICES



Single Family All-In Fee Comparison

Impact Fee Type	Orange County	Apopka Existing	Apopka Full Fee	Apopka Proposed
Police	\$271.00	N/A	\$747.00	\$519.00
Fire / EMS	270.00	N/A	708.00	516.00
Parks & Recreation [1]	971.00	\$241.00	241.00	241.00
Transportation [2]	3,761.00	3,101.00	3,101.00	3,101.00
Water (W/O RC) [2]	1,791.00	1,276.00	1,276.00	1,276.00
Wastewater [2]	<u>3,346.00</u>	<u>4,775.00</u>	<u>4,775.00</u>	<u>4,775.00</u>
Total	\$10,410.00	\$9,393.00	\$10,848.00	\$10,428.00

[1] Red amounts shown at current levels as study to develop proposed fees is currently ongoing.

[2] Fees shown remaining at existing level as the study was for Police and Fire only.



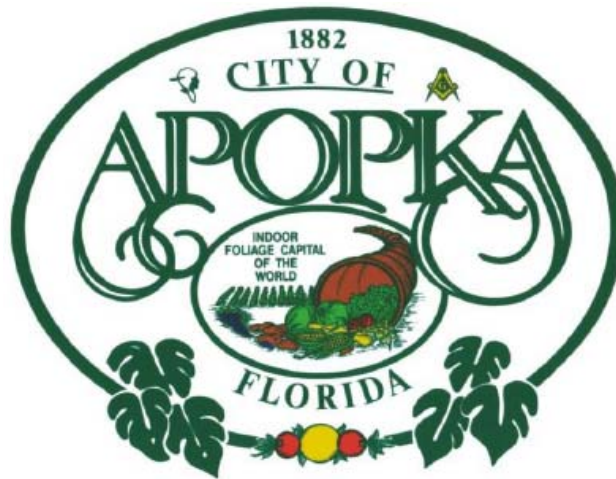
RECOMMENDATIONS

- ❖ **Adopt Proposed Impact Fees**
 - Consider Percentage of Proposed Fee
 - Consider Appeal Process / Dispute Resolution
- ❖ **Review Fees Periodically (Every 3-5 Years)**
 - Development Trends
 - Capital Needs
 - Cost Allocation Process
- ❖ **Maintain Separate Accounting for Collection and Usage of Fees**



Questions & Discussion

CITY OF APOPKA, FLORIDA



POLICE AND FIRE/RESCUE SERVICES IMPACT FEE STUDY

August 31, 2016



Public Resources Management Group, Inc.

Utility, Rate, Financial, and Management Consultants



August 31, 2016

Honorable Mayor and
Members of the City Council
City of Apopka
120 E. Main Street
Apopka, FL 32703

Subject: Police and Fire/Rescue Services Impact Fee Study

Ladies and Gentlemen:

We have completed our study of the municipal impact fees for police services and fire/rescue services for the City of Apopka (the "City") and have summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for your consideration. This report summarizes the basis for the proposed impact fees in order to provide funds to meet the City's capital expenditure requirements for such services allocable to growth.

During the course of the study, it was determined that the proposed impact fees should meet a number of goals and objectives. These goals and objectives primarily deal with fee sufficiency and level. Specifically, the major objectives considered in this study include:

- The Impact Fees should be sufficient to fund the projected capital requirements associated with providing service capacity related to new growth and development;
- The Impact Fees should not be used to fund deficiencies in operating or capital needs of the City, if any; and
- The Impact Fees should be based upon a reasonable level of service standards that meet the needs of the City and are comparable to industry standards.

The proposed police and fire/rescue services impact fees presented in this report should meet these objectives. As such, based on information provided by the City staff and the assumptions and considerations reflected in this report, Public Resources Management Group, Inc. considers the proposed fees to be cost-based, reasonable, and representative of the capital funding requirements of the City's police and fire/rescue services that are related to providing service to new development.

Honorable Mayor and Members of the City Council
City of Apopka
August 31, 2016
Page 2

We appreciate the cooperation and assistance given to us by the City and its staff in the completion of the study.

Very truly yours,

Public Resources Management Group, Inc.



Henry L. Thomas
Vice President



Shawn Ocasio
Rate Consultant

HLT/dlc

CITY OF APOPKA, FLORIDA
POLICE AND FIRE/RESCUE SERVICES IMPACT FEE STUDY

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CITY OF APOPKA, FLORIDA
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CITY OF APOPKA, FLORIDA

POLICE AND FIRE/RESCUE SERVICES IMPACT FEE STUDY

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CITY OF APOPKA, FLORIDA

POLICE AND FIRE/RESCUE SERVICES IMPACT FEE STUDY

EXECUTIVE SUMMARY AND RECOMMENDATIONS

EXECUTIVE SUMMARY

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to new development responsible for such costs. To the extent population growth and associated development requires capacity-related capital costs to provide municipal services, equity and modern capital funding practices suggest the assignment of such costs to the new development responsible for such costs. Thus, the collection of impact fees is an appropriate funding strategy that the city of Apopka (the "City") can use to help fund Police and Fire/Rescue services that will be required by new development.

Public Resources Management Group, Inc. ("PRMG") was retained by the City to develop proposed impact fees for Police and Fire/Rescue Service and this report summarizes the development of proposed impact fees associated with providing such services.

Based on the assumptions, considerations and discussions set forth in this report, the following summarizes the proposed impact fees for the single-family residential classification as follows:

<u>Municipal Service</u>	<u>Proposed Impact Fees</u>
Police Service	\$747.00
Fire/Rescue Service	\$708.00

The non-residential fees are based to the service attributes of each property. A detailed discussion on impact fees for both residential and non-residential properties is provided for in subsequent sections of this report. The following discussion is a summary of the findings and conclusions developed during our investigation, analyses, and preparation of the proposed fees:

1. The permanent residential population of the City based on estimates developed using Census data and growth estimates provided by City staff is estimated at 47,695 in 2016 and is projected to be approximately 80,826 by 2040, for an average annual growth rate of approximately 2.2%. The estimated total number of households is expected to increase from 17,921 (based on 2.66 persons per household today) to 30,167 for a net gain of 12,246 households during the forecast period from 2016 through 2040.
2. Based on discussions with the City's planning department, it is estimated that an additional 1,584,792 square feet of non-residential development is projected to be constructed during the next five years. Non-residential development is approximately 748 square feet per dwelling unit as of 2016.

3. The police and fire/rescue impact fees are proposed to be charged to both residential and non-residential properties. The proposed application method applies the impact fee per dwelling unit for the residential class and a fee per square foot for each of five (5) major classes of non-residential development. The utilization of this method of applying police and fire/rescue fees is common and is used to some degree by all local governments surveyed.

4. The level of service standard used for the development of the police services impact fee is the number of full-time patrol officers per 1,000 population. This standard is commonly used in the establishment of police services impact fees and, for the City, the target level is 2.50 full-time officers per 1,000 residents. The City currently provides 2.03 full-time officers per 1,000 and is planning on increasing its number of officers to meet this goal during the next five years. This standard target (2.50 full-time officers per 1,000 population) is generally consistent with the standards referenced in published state and national guidelines (e.g., Florida Department of Law Enforcement), and is comparable to staffing level ratios for other Florida communities. Based on the level of service standard, as of 2016, the City needs 119 sworn officers. The City currently has 97 sworn officers. In order to meet and maintain the targeted level of service the City would need to add 36 new sworn officers (22 to raise the currently provided level of service and 14 to accommodate new growth) by 2021 for a total of 133. Based on costs attributable to growth as outlined in Section 3, the following summarizes the proposed police services impact fees:

<u>Residential</u>	<u>Measurement</u>	<u>Existing</u>	<u>Single-Family</u>
Single-Family, Multi-Family, and Mobile Homes	Dwelling	N/A	\$747.00

<u>Non-Residential</u>	<u>Measurement</u>	<u>Existing</u>	<u>Proposed</u>
Retail and Food Service	1,000 Sq. Ft.	N/A	\$1,000.00
Office	1,000 Sq. Ft.	N/A	290.00
Government/Institutional/Hotels	1,000 Sq. Ft.	N/A	540.00
Industrial	1,000 Sq. Ft.	N/A	70.00
All Other	1,000 Sq. Ft.	N/A	410.00

5. The level of service standard used in the industry is the maintenance of a first response time of four (4) minutes or less per fire and rescue alarm. The City's Fire/Rescue Department is rated as a Class 1 Fire Department and is in the top one percent (1%) nationally for response time performance. The resources required to achieve this standard are the City's personnel, firefighting equipment, and fire stations. The City currently has 81 fire/rescue personnel and 4 fire stations. This staffing level is equivalent to 1.70 firefighter/rescue personnel per 1,000 population. The City will be increasing its currently provided level of service by adding an additional 24 firefighter/rescue personnel in the next few years in order to raise its level of service and comply with Occupational Safety and Health Administration ("OSHA") rules and National Fire Protection Association ("NFPA") guidelines on firefighter safety. The Fire/Rescue Department has plans to add two (2) new fire stations and thirty six (36) fire/rescue personnel by 2019. Based on costs attributable to

growth as outlined in Section 4, the following summarizes the proposed fire and rescue services impact fees:

<u>Residential</u>	<u>Measurement</u>	<u>Existing</u>	<u>Proposed Fee</u>
Single-Family, Multi-Family, and Mobile Homes	Dwelling	N/A	\$708.00

<u>Non-Residential</u>	<u>Measurement</u>	<u>Existing</u>	<u>Proposed</u>
Retail and Food Service	1,000 Sq. Ft.	N/A	\$640.00
Office	1,000 Sq. Ft.	N/A	490.00
Government/Institutional/Hotel	1,000 Sq. Ft.	N/A	870.00
Industrial	1,000 Sq. Ft.	N/A	70.00
All Other	1,000 Sq. Ft.	N/A	440.00

The subsequent sections of this report provide detailed discussions of the development of the proposed impact fees for police and fire/rescue services.

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SECTION 1

INTRODUCTION

INTRODUCTION

The City of Apopka (the "City") is located in northwest Orange County 12 miles northwest of the City of Orlando, a major metropolitan area. The City comprises 30 square miles and is one of the fastest growing cities in Florida. The municipal services in demand include, among others, police and fire/rescue services. The City's population as of the 2010 Census was 41,542. The current population is estimated to be 47,695 in 2016. It is anticipated that the City will experience significant growth over the next several years. Based on growth projections obtained from the University of Florida's Bureau of Economic and Business Research and discussions with the City's Planning Department, the population is expected to grow to 80,286 by 2040.

In addition to new housing, the City also anticipates significant commercial development to continue to support existing and new residents. In order to meet this anticipated growth and development and to maintain current levels of service, the City will need to fund additional police and fire/rescue capacity to serve such development.

The City's does not currently charge impacts fees for municipal services other than water and wastewater service. In order to help fund police and fire/rescue service capacity required to serve new development, the City authorized Public Resources Management Group, Inc. ("PRMG") to develop proposed police and fire/rescue impact fees.

AUTHORIZATION

PRMG was authorized by the City to evaluate and develop police services and fire/rescue services impact fees pursuant to a letter agreement between the City and PRMG. The scope of work for this project, as defined in the letter agreement, was to:

1. For each service, review and analyze the capital requirements of the City that are needed to maintain the level of service standards for the police and fire/rescue functions. This analysis includes a review of: i) the existing and future facility and equipment inventory of each specific function; ii) service area population and development demographics and future needs; and iii) services provided by class of customers.
2. Where appropriate, develop a fee proposed to be charged to new development in order to recover the capital costs associated with providing police and fire/rescue services. This analysis includes the apportionment of costs among customer/development classifications, and the development of the fee per equivalent billing unit.
3. Develop a comparison of the impact fees and associated billing attributes for similar charges imposed by other neighboring jurisdictions.
4. Prepare a report that documents our analyses, assumptions, and conclusions for consideration by the City.

CRITERIA FOR IMPACT FEES

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new customers that benefit from the service capacity and facilities funded by such expenditures. To the extent new population growth and associated development requires capacity-related capital costs to provide municipal services, equity and modern capital funding practices suggest the assignment of such costs to the new development responsible for such costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way."

Within the State of Florida, a recently adopted statute authorizes the use of impact fees. The statute was generally developed based on case law before the Florida courts and broad grants of power including the home rule power of Florida counties and municipalities. Section 163.31801 of the Florida Statutes was created on June 14, 2006, and amended in 2009 and 2011. This section is referred to as the "Florida Impact Fee Act." Within this section, the Legislature finds that impact fees are an important source of revenue for local government to use in funding the infrastructure necessitated by new growth. Section 163.31801 of the Florida Statutes, as amended, further provides that an impact fee adopted by ordinance of a county or municipality or by resolution of a special district must, at a minimum:

1. Require that the calculation of the impact fee be based on recent and localized data;
2. Provide for accounting and reporting of impact fee revenues and expenditures in a separate accounting fund;
3. Limit administrative charges for the collection of impact fees to actual costs;
4. Require that notice be provided no less than ninety (90) days before the effective date of an ordinance or resolution imposing a new or increased impact fee; and
5. Requires an affidavit addressed to the Auditor General that the utility has complied with this statute in the Comprehensive Annual Financial Statements.

This section is further reinforced through existing Florida case law and the Municipal Home Rule Powers Act that grants Florida municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, as limited by legislation or as prohibited by state constitution or general law. Florida courts have ruled that the Municipal Home Rule Powers Act grants the requisite power and authority to establish valid impact fees. The authority for Florida governments to implement valid system impact fees is further granted in the Florida Growth Management Act of 1985^[1].

[1] The Act allows for impact fees under land use regulation by stating:

"This section shall be construed to encourage the use of innovative land development regulations which include provisions such as the transfer of development right, incentive and inclusionary zoning, planned unit development, capital charges, and performance zoning."—Florida Statutes, § 163.3202(3).

The initial precedent for impact fees in Florida was set in the Florida Supreme Court decision, *Contractors and Builders Association of Pinellas Authority v. The City of Dunedin, Florida*. In this case, the Court's ruling found that an equitable cost recovery mechanism, such as impact fees, could be levied for a specific purpose by a Florida municipality as a capital charge for services. An impact fee should not be considered as a special assessment or an additional tax. A special assessment is predicated upon an estimated increase in property value as a result of an improvement being constructed in the vicinity of the property. Further, the assessment must be directly and reasonably related to the benefit that the property receives. Conversely, impact fees are not related to the value of the improvement to the property, but rather to the property's use of the public facility and the capital cost thereof.

Until property is put to use and developed, there is no burden upon servicing facilities and the land use may be entirely unrelated to the value or assessment basis of the underlying land. Impact fees are distinguishable from taxes primarily in the direct relationship between amount charged and the measurable quantity of public facilities or service capacity required. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed since tax revenue can be expended for any legitimate public purpose.

Based on Section 163.31801 of the Florida Statutes and existing Florida case law, certain conditions are required to develop a valid impact fee. Generally, it is our understanding that these conditions involve the following issues:

1. The impact fee must meet the "dual rational nexus" test. First, impact fees are valid when a reasonable impact or rationale exists between the anticipated need for additional capital facilities and the growth in population. Second, impact fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the impact fee proceeds and the benefits accruing to the growth from those proceeds.
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users.
3. The impact fee should only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for capacity expansions or other additional capital requirements that are required solely due to growth. Therefore, expenses due to rehabilitation or replacement of a facility serving existing customers (e.g., replacement of a capital asset) or an increase in the level of service should be borne by all users of the facility (i.e., existing and future users). Likewise, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility.
4. The City should maintain an impact fee resolution that explicitly restricts the use of impact fees collected. Therefore, impact fee revenue should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.

Based on the criteria above, impact fees that are summarized in subsequent sections of this report: i) will include only the cost of the capital facilities necessary to serve new customer

growth; ii) will not reflect renewal and replacement costs associated with existing capital assets of the City; and iii) will not include any costs of operation and maintenance of the facilities.

IMPACT FEE METHODS

There are several different methods for the calculation of an impact fee. The calculation is dependent on the type of fee being calculated (e.g., water, wastewater, police, fire/rescue recreation services, transportation, etc.), available cost and engineering data, and the availability of other local data such as household and population projections, current levels of service, and other related items. The proposed impact fees reflected in this report are predominately based on a combination of two methods. These two methods are: i) the improvements-driven method; and ii) the standards-driven method. These methods have been utilized in the development of impact fees for local governments throughout Florida.

The improvements-driven method is an approach that utilizes a specific list of planned capital improvements over a period of time. For example, the fee may correspond to the level of capital improvements that have been identified in the capital improvements element of the Comprehensive Plan or capital improvement budget of the local government. The standards-driven method considers the City's capital needs required to maintain level of service standards for new development.

As one would expect, there are also disadvantages associated with the standards-driven method. The disadvantages include:

- i. The capital costs for the impact fee are not associated with anticipated or current capital needs as identified by the City's capital budget, thus increasing the potential of not providing a clear relationship between the fee and its use.
- ii. The development of the standard cost for capital facilities is based primarily on engineering, planning, and financial judgment, although this may be somewhat mitigated by the level of service standards included in the Comprehensive Planning Process.

The impact fees proposed herein for the police and fire/rescue services include the application of both the standards-driven and improvement-driven methods based on the capital improvement plan for the Police and Fire/Rescue Departments and staffing levels based on the City's current service level standards.

SUMMARY OF REPORT

In addition to Section 1, this report has been subdivided into three (3) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – Service Area. This section of the report provides a general discussion of the residential and non-residential land use characteristics. Also presented in this section is the forecast of the residential dwelling units and non-residential development that is necessary in the design of the impact fees for the municipal services.

Section 3 – Police Services Impact Fee. This section discusses the development of the proposed impact fee for police services, including the capital requirements associated with providing such services, the methodology for the determination of the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Fire/Rescue Services Impact Fee. This section discusses the development of the proposed impact fee for fire/rescue services, including the capital requirements associated with providing such services, the methodology for the determination of the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

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SECTION 2

SERVICE AREA

GENERAL

This section provides a general discussion of the current service area, including population and housing statistics and other demographic information related to land use. Additionally, a discussion of the anticipated growth in population and associated growth in residential dwelling units and non-residential development is also contained in this section.

POPULATION AND DEVELOPMENT FORECAST

Regardless of the approach taken to formulate impact fees, it is necessary to develop a forecast of the population of the City in order to: i) have an appropriate planning horizon to ensure that capital improvement needs and costs are apportioned over a suitable growth segment; ii) link LOS requirements to the capital facility plan; and iii) identify any deficiencies in existing capital facilities related to the LOS standards and current population served.

As shown in Table 2-1 at the end of this section, the City's estimated total population as of 2016 was 47,695. Based on information provided by the City, it is estimated that the total population will approach approximately 80,286 residents by the year 2040. Thus, the population growth anticipated by the City is expected to be significant, approximately 2.2% on an average annual basis through the year 2040.

Historical and Projected Population and Dwelling Units			
Year	Total Population	Total Dwelling Units	Average Persons
			Per Occupied Dwelling Unit
2000 [1]	26,642	10,091	2.64
2010 [1]	41,542	15,707	2.64
2016	47,695	17,921	2.66
2040 [2]	80,826	30,167	2.66

[1] Amounts derived from the 2000 and 2010 Census.

[2] Amounts estimated based on information obtained from the University of Florida's Bureau of Economic and Business Research and discussions with the City's Planning Department.

Based on the assumption of continued commercial development and discussions with the City's Planning Department, the following estimates of future non-residential development were assumed for the purposes of this report:

Estimated Growth in Non-Residential Development (Sq.Ft.)	
	Projected 2021 [1]
Sq.Ft. of Building Space	
Commercial	1,584,972

[1] Based on discussion with the City's Planning Department, commercial development currently averages 748 square feet per person.

To the extent the projections of future development materially changes, it would then be appropriate for the City to re-evaluate the impact fees developed in this report.

SERVICE CAPACITY ALLOCATION

In order to develop police and fire impact fees for non-residential categories, the capital costs are apportioned between residential and non-residential properties and by major non-residential service classifications. The apportionment is accomplished based on the relative number of police and fire/rescue service calls. Generally, the following results were observed:

Police:

- Calls for police services were approximately 70% residential and 30% non-residential in nature; and
- Non-residential calls were approximately 55% related to retail and food service, 5% related to office calls, 33% related to government, institutional, and hotels, and 7% related to industrial accounts/properties.

Fire:

- Calls for fire/rescue services were approximately 68% residential and 32% non-residential in nature; and
- Non-residential calls were approximately 33.5% related to retail and food service, 8% related to office calls, 51% related to government, institutional, and hotels, and 7.5% related to industrial accounts/properties.

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SECTION 3

POLICE SERVICES IMPACT FEE ANALYSIS

GENERAL

This section provides a discussion of the development and design of the impact fee for police services. Included in this section is a discussion of the level of service requirements, capital costs included in the fee determination, and the design of the proposed impact fee for police services to be applied to new growth within the City.

LEVEL OF SERVICE REQUIREMENTS

In the evaluation of the capital facility needs for providing municipal services such as police protection, a level of service ("LOS") standard should be developed. Pursuant to Section 163.3164, Florida Statutes, the "level of service" means an indicator of the extent or degrees of service provided by, or proposed to be provided by a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility or service. Essentially, the level of service standards are established in order to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to Section 163.3202(2)(g) of the Florida Statutes. As further stated in the Administrative Code, each local government shall establish a LOS standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits. Such LOS standards are set for each individual facility or facility type and not on a system-wide basis.

Based on information provided by the City's Police Department, there currently are 97 sworn officers to serve a total population of 47,695 permanent residents as shown in Table 3-1. The current level of service is 2.03 full-time sworn officers per 1,000 population served. Based on discussions with the Police Department, the City's goal is to increase the provided level of service to 2.50 full-time sworn officers per 1,000, which is considered an appropriate LOS for police services. The City is planning on raising the currently provided level of service over the next five years with the addition of five new full-time sworn officers per year. Additionally the City will need to add an additional 14 officers to serve new growth through 2021. The City's targeted level of service is comparable with police staffing guidelines as published by state and national law enforcement agencies as follows:

- The Federal Bureau of Investigation, U.S. Department of Justice, Uniform Crime Report that indicated an average achieved standard of 2.4 police officers and 1 support personnel per 1,000 inhabitants for population areas in the Southern United States.
- The Florida Department of Law Enforcement recognizes a state average of 2.35 officers and 0.8 support personnel per 1,000 population.

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Each full-time patrol officer requires a complement of personnel equipment, vehicles and other equipment, and base facilities, as follows:

Personnel Equipment:

- Each sworn officer must be equipped with uniforms, weapons, and other relevant personal equipment to perform his/her duties. A few of the basic issue items include, but are not limited to:
 1. Service weapons;
 2. Ballistic (protective) vest;
 3. Handcuffs and baton; and
 4. Portable radio.

Vehicles and Other Equipment:

- The department maintains a fleet of patrol and administrative vehicles to provide police protection services to the City. The City anticipates having to add fourteen (14) police officers by 2021 to keep pace with projected population growth while maintaining service levels. Generally, each vehicle must be equipped with relevant communications, detection / surveillance, and defensive equipment. Other mission essential equipment used in operations include communication, detection/surveillance and defensive equipment and also include radar units, crime prevention trailer, generators, and special weapons. These vehicles and equipment needs have been included in the impact fee calculation, which will allow the City to accrue a portion of costs over time from new growth.

Base Facilities:

- The City's capital improvement plan includes a new public safety facility to be shared by the Police and Fire/Rescue departments.

As discussed above, the City has made investments in police services, and plans to make future improvements that will serve new growth. Tables 3-5 and 3-6 at the end of this section provide a detailed listing of the existing and planned equipment, vehicles, and facilities, respectively. Before consideration of grant revenues, the combined investment totals approximately \$24.7 million as shown in Table 3-8.

RESOURCE NEEDS ANALYSIS

Currently, the Police Department's targeted level of service standard equals one hundred and nineteen (119) sworn officers. As the City currently has ninety-seven sworn officers, the funding requirements associated with this difference of twenty-two officers is excluded from fee calculation. Based on the targeted level of service standards (2.50 officers per 1,000 population) and population projections for the City, it is anticipated that the City will need a police force of 133 sworn officers to provide police protection services by 2021. This represents an increase of fourteen (14) sworn officers over the existing staffing level needs as shown below:

Personnel Description	Number of Employees	
	Current LOS	Anticipated [*]
Full-Time Patrol Officers	119	133

[*] Derived from Table 3-8. Personnel assumed at a population of 53,160 based on a level of service of 2.50 full-time patrol officers per 1,000 population.

The method used to develop the proposed Police Services Impact Fee is described in Section 1. The standards-driven method was used to determine the direct capital cost to equip and provide a portion of vehicle, headquarter, and other equipment costs for a full-time patrol officer. In the development of the capital cost required to serve new development, several capital cost parameters were recognized as shown in Table 3-8. The parameters include the costs of directly equipping the next increment of police protection services (i.e., a full-time patrol officer). These capital costs would include personnel equipment, vehicles, communication equipment, and other support related equipment and machinery. A final parameter deals with the cost recovery of the headquarters required to house the new patrol officers and support staff and includes investment in the land, buildings, and furnishings allocable to the police service function.

Tables 3-2 through 3-6 provide a breakdown of the individual cost items. Table 3-8 summarizes the estimated capital costs to equip a full-time patrol officer for the City recognizing the parameters described above. In addition to the \$24.7 million in existing and planned equipment, vehicles, and facilities, this study further considered cost free capital, or grants received by the police department in consideration of the net costs. As shown in Table 3-8, the City has received approximately \$975,000 in grant revenues for capital (operating grant revenues do not apply in this case) resulting in a lower projected cost per officer. The estimated capital cost including credit for cost free capital of an additional full-time sworn officer is \$156,674, including the cost of vehicles, other related equipment, and allocated headquarters costs. The following is a summary of the estimated capital cost required to equip and support a full-time patrol officer:

Summary of Capital Costs [1]	
	Average Cost per Officer
Machinery and Equipment	\$15,256
Major Vehicles	39,175
Office Equipment, Furniture, Computers And Existing Facilities	109,574
Subtotal	\$164,005
Grant Adjustments	(\$7,331)
Total Allocated Costs	\$156,674

[1] Derived from Table 3-8 and may not total due to rounding.

[2] Total projected costs assuming 133 officers total.

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DESIGN OF POLICE SERVICES IMPACT FEE

The method used to determine the police services impact fee was based upon a four-step process. Table 3-8 helps to illustrate the results of the approach. The following is a brief description of the method used in this study.

- Development of Total Capital Need – Based on population projections, level of service standards, and allocated incremental capital costs per patrol officer. This amount is the total allocated capital cost to serve the projected population growth.
- Allocation of Costs to Customer Classes – This step allocates the capital costs to equip a new patrol officer between the resident and non-residential land-uses based upon call demand. Therefore, some classes of land-use, which may incur few or no service calls, will carry a lower cost than other high-demand sectors such as retail and restaurants.
- Calculation of Cost per Equivalent Impact Fee Unit – Once the allocated costs are identified per land-use, they are summarized and presented on a unit of measure basis: per dwelling unit, per square foot. Table 3-9 provides a detailed listing of the proposed impact fees by land-use.

Police Services Impact Fee Assumptions

The development of the police services impact fees required a number of assumptions. The major assumptions used in the development of the proposed impact fees are as follows:

1. In the development of the capital costs required to equip a full-time patrol officer, the capital costs of providing police protection services were allocated to establish the cost of serving the next incremental full-time patrol officer. The costs were allocated to the next increment of service (one full-time patrol officer) based on the following allocation parameters:
 - a. The direct cost of equipping one full-time patrol officer (e.g., personnel equipment) was allocated based on actual investments made by the City shown in Table 3-8. The new officers are not required to contribute a cost recovery to basic issue equipment, and it is the City's current policy to capitalize these costs.
 - b. Based on discussions with the police department, the current service level of patrol and administrative vehicles to a full-time patrol officer is considered reasonable for the purpose of this study. Based on discussions with the City's Police Chief, it is assumed that other mission-essential equipment, including radar units, generators, and special weapons, although not easily assignable per patrol officer, would be acquired in relation to the number of new patrol officers.
 - c. The City's existing police headquarters comprises 16,500 square feet or a current level of service of 170 square feet per existing patrol officer. Based on discussions with the Police Chief and City staff, the existing facility is considered built-out and is being replaced to accommodate new patrol officers as shown in Table 3-5. The new facility

is estimated to serve the City's needs through buildout. The current facility will remain as part of the department's training and storage facilities.

The total facility costs per new patrol officer are presented in Table 3-8 and are summarized as follows:

Police Facilities Cost	
Existing Facilities Cost per Patrol Officer	\$34,682
Proposed Facilities Cost per Patrol Officer	<u>74,892</u>
Total Facilities Cost per Patrol Officer	<u>\$109,574</u>

2. In the development of the capital costs per patrol officer, it was assumed that the targeted level of service be achieved by the City during forecast period. This level of service includes only the amount of full-time patrol officers to serve the general population of the City. As previously mentioned, the level of service assumed in this study is 2.50 full-time patrol officers per 1,000 of population.

Impact Fee Calculation

Based on the above-referenced assumptions, the allocated capital facilities, and the population and land use projections of the City, the police services impact fees for the residential and non-residential customer classifications were developed. As shown in Table 3-9 at the end of this section, the cost per equivalent impact fee unit by customer classification was determined. The following summarizes the proposed changes to the residential police protection impact fees:

Single-Family (per Dwelling Unit) [*]	<u>Proposed</u> \$747
---------------------------------------	--------------------------

[*] Includes multi-family and mobile homes.

Taking into account the methodology used for the determination of the fee and the estimates of the capital requirements, it is concluded that the proposed impact fee based on the City's LOS standard is reasonable. It should be noted that in the development of the fee per equivalent impact fee unit that no credits associated with developer land dedication or other similar activities have been recognized. It should also be noted that the proposed incremental capital improvements do not include any inflationary allowances.

In the development of the cost per equivalent impact fee unit, it was determined that the rate should be applied on a "per dwelling unit" basis for the residential class and primarily on a "per square footage" of commercial development for the non-residential class, as shown in Table 3-9. These factors are common throughout the state as the equivalent impact fee unit for fee determination. The use of these equivalency factors was based on discussions with the City, comparisons of fee applicability provisions of neighboring jurisdictions, and promotion of administrative simplicity.

IMPACT FEE COMPARISONS

In order to provide the City additional information about the proposed impact fees, a comparison of the proposed residential fees for the City and those charged by other neighboring jurisdictions was prepared. Table 3-10 at the end of this section summarizes the impact fees for police services charged by other communities with the proposed rates of the City.

In addition, as shown in Table 3-10 for other communities, the fees charged to the residential class are applied using a "per dwelling unit" basis, which is consistent with the recommended fee applicability provisions of the City's proposed fees. For the non-residential class and, as previously discussed, the fees are applied on the basis of the amount of square foot of facility development. (This was consistent for all of the local governments surveyed.)

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SECTION 4

FIRE RESCUE SERVICES IMPACT FEE ANALYSIS

GENERAL

This section provides a discussion of the development and design of the impact fee for fire rescue services. Included in this section is a discussion of the level of service requirements and capital costs included as the basis for the determination of the fee level and the design of the fee to be applied to new growth within the City.

LEVEL OF SERVICE REQUIREMENTS

It is the City's intent to maintain staffing levels that provide services to all developed areas in order to be able to respond to service calls within a specified time period to maintain Insurance Service Organization ("ISO") property insurance ratings in the community. As a practical matter, this response time standard (5 minutes and twenty seconds or less) is based upon recognized industry standards not only having to do with property protection, but also in providing Emergency Medical Support services ("EMS"). The department will continue to set appropriate goals related to service standards.

Generally, the level of service standard for fire rescue services and emergency medical services is based on response times in a first alarm situation. The City is committed to maintaining a high standard relative to average response time. The City's Fire Department is currently rated in the top one percent (1%) nationally. The resources required to maintain this high standard include the City's personnel, equipment, and fire stations. Presently, the City has 81 full-time personnel.

	Summary of Existing Personnel
Fire Chief	1.00
Deputy Fire Chief	1.00
Assistant Fire Chief	2.00
Fire Captain	1.00
Fire Lieutenant	1.00
Fire Engineer/Firefighter	27.00
EMS District Chief	3.00
EMS Lieutenant	12.00
EMS Engineer	8.00
EMS/Firefighter	25.00
Total Personnel	<u>81.00</u>

As shown above, the City currently has 81 fire/rescue personnel and 4 fire stations. This staffing level is equivalent to 1.70 firefighter/rescue personnel per 1,000 population. The City will be increasing its currently provided level of service by adding an additional 24 firefighter/rescue personnel in the next few years in order to raise its level of service and comply with Occupational Safety and Health Administration ("OSHA") rules and National Fire Protection Association ("NFPA") guidelines on firefighter safety. These regulations (OSHA CFR 1910.134(g)(4)(i) and 1910.134(g)(4)(ii)) and guidelines (NFPA 1500 8.8.2* and 8.8.4) require

that team of a "minimum of four individuals" is required during "the initial states of an incident where only one crew is operating in the hazardous area at a working structural fire." The team is to be comprised of "two members working as a crew in the hazardous area and two standby members present outside this hazardous area available for assistance or rescue." The Fire/Rescue Department also has plans to add two (2) new fire stations and thirty six (36) fire/rescue personnel by 2019 to meet the service needs associated with new growth.

RESOURCE NEEDS ANALYSIS

The method used to determine the fire rescue services impact fees is a hybrid of the improvements-driven approach and the standards-driven method with recoupment. The standards-driven method was utilized in the allocation of costs associated with major capital facilities that service the City's first alarm service area. The capital cost parameters include allocations for personnel equipment, vehicles, other direct firefighting and emergency medical equipment, and fire station and headquarter facilities. Personnel protection equipment such as helmets and bunker coats and trousers are mission-essential, a portion of these costs is included in fee determination since the City does capitalize equipment charges greater than \$1,000.

Table 4-2 reflects the existing facilities and equipment required to maintain the City's level of service, and Tables 4-3 and 4-4 provides the proposed facilities and equipment to maintain such standards. In addition to the \$27.4 million in existing and planned equipment, vehicles, and facilities, this study further considered cost free capital, or grants received by the fire department in consideration of the net costs. As further shown in Table 4-6, the City has received approximately \$256,000 in grants, resulting in a lower projected cost per firefighter/rescue personnel.

Table 4-6 summarizes the net costs on a per rescue personnel basis. As shown on Table 4-6, and summarized below, approximately \$27.1 million in total capital investments have been considered.

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	Estimated Capital Costs Amount [*]
Capital Costs – Existing Facilities	\$11,689,440
Capital Costs – Proposed Facilities	15,668,547
Additional Costs or Adjustments	<u>(256,000)</u>
Total Capital Costs Recognized	<u>\$27,101,988</u>

[*] Derived from Table 4-6.

DESIGN OF FIRE RESCUE SERVICES IMPACT FEE

The method used to determine the fire rescue services impact fee was based upon the same process as was described for the determination of the police impact fee. Table 4-6 helps to illustrate the results of the approach. The following is a brief description of the method used in this study.

- Development of Total Capital Need – Based on discussions with the City and the Fire Department and the level of service requirements related to the maintenance of first response time, the planned facilities and related costs to serve future population was developed.
- Allocation of Costs to Customer Classes – This step allocates capital costs to provide fire rescue services between the residential and non-residential land-uses based upon call demand. Therefore, some classes of land-use, which incur few or no service calls, will carry a lower cost than other high-demand sectors such as bars and restaurants.
- Calculation of Cost per Equivalent Impact Fee Unit – Once the allocated base and variable costs are identified per land-use, they are summarized and presented on a unit of measure basis: per dwelling unit or per square foot. Table 4-7 provides a detailed listing of the proposed impact fees and their appropriate land-use and measures.

Fire Rescue Services Impact Fee Assumptions

The development of the fire rescue services impact fees required several assumptions. The major assumptions used in the development of the proposed impact fees are as follows:

1. As previously mentioned, the level of service assumed in this report was to maintain current response time capability and increase firefighting personnel safety. This level of service is generally related to the location and proximity of available fire stations and the number of firefighters/rescue personnel and vehicles such that the response times can be achieved. Based on prospective demands and a need for two additional fire stations, the City will require 141 firefighters/rescue personnel by 2019. Based on staffing needs for firefighting/rescue personnel, the relationship appears to be adequate to maintain the first response LOS during the forecast period.
2. In the development of the total capital costs of providing fire rescue services through the forecast period, an estimate of the total capital costs required for such service was developed. The total capital costs were based on information provided by and discussions

with the City's Fire Department and the following summarizes the significant assumptions used in the fee determination:

- a. The direct cost of equipping one full-time firefighter/rescue personnel (e.g., personnel equipment) was allocated based on actual investments made by the City shown in Table 4-2. The new personnel are not required to contribute to basic equipment issued, and it is the City's current policy to capitalize those costs greater than \$1,000.
 - b. The City requires a fleet of emergency vehicles, equipment, and facilities to support existing and future fire rescue services. Table 4-2 provides the existing inventory of such resources in current dollars to derive the "buy-in" or "recoupment" cost per rescue personnel, since such capital assets along with future assets required will support the total population and staffing base in 2021.
 - c. The City addressed its needs based on future demand for vehicles, equipment, and facilities. Tables 4-3 and 4-4 itemize the planned improvements and purchases to maintain the service standards discussed earlier. Specifically, the City plans to construct, staff, and equip two new fire stations. Tables 4-3 and 4-4 lists the equipment and vehicle needs and estimated construction costs for future fire stations.
3. The estimated capital costs, allocable to all customer classes, were allocated between the residential and non-residential customer classes based on service call information. For the residential uses, the allocation is calculated per dwelling unit.

Impact Fee Calculation

Based on the above-referenced assumptions, the allocated capital facilities considered necessary to maintain the level of service requirements, and the population and land use projections of the City, the fire rescue services impact fees for the residential and non-residential customer classifications were estimated. As shown in Table 4-7 at the end of this section, the cost per equivalent impact fee unit by customer classification was calculated. The following summarizes the proposed changes to the residential fire rescue impact fees:

Per Dwelling Unit [*]	Proposed
	\$708.00

[*] Includes multi-family and mobile homes.

In the development of the cost per equivalent impact fee unit, it was determined that the rate should be applied on a "per dwelling unit" basis for the residential class and primarily on a "per square footage" of commercial development for the non-residential class. These factors are common throughout the state as the equivalent impact fee unit for fee determination. The use of these equivalency factors was based on discussions with the City, comparisons of fee applicability provisions of neighboring jurisdictions, and promotion of administrative simplicity.

IMPACT FEE COMPARISONS

In order to provide the City additional information about the proposed impact fees, a comparison of the proposed fees for the City and those charged by other neighboring jurisdictions was prepared. Table 4-8 at the end of this section summarizes the impact fees for fire protection services charged by other communities with the proposed rates of the City.

In addition, as shown in Table 4-8 for other communities, the fees charged to the residential class are applied using a "per dwelling unit" basis, which is consistent with the recommended fee applicability provisions of the City's proposed fees. For the non-residential class and, as previously discussed, the fees are applied on the basis of the amount of square foot of facility development.

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CITY OF APOPKA, FLORIDA

POLICE AND FIRE/RESCUE SERVICES IMPACT FEE STUDY

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Section 2
City of Apopka, Florida
Municipal Impact Fee Study

List of Tables

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2-1	Population Detail and Housing Elements

Table 2-1
City of Apopka, Florida
Municipal Impact Fee Study

Population Detail and Housing Elements [1]

Line No.	Fiscal Year	Annual Average Rate	Total Population	Total Units	Average Pop. per Unit
1	2000	N/A	26,642	10,091	2.64
2	2010	4.54%	41,542	15,707	2.64
3	2014	2.40%	45,669	17,160	2.66
3	2016	2.19%	47,695	17,921	2.66
4	2020	2.19%	52,019	19,546	2.66
4	2021	2.19%	53,160	19,975	2.66
5	2025	2.19%	57,981	21,786	2.66
6	2040	2.19%	80,286	30,167	2.66

Footnotes

- [1] Based on the 2000 and 2010 U.S. Censuses and estimates for 2014 and 2040 as obtained from the University of Florida's Bureau of Economic and Business Research and Florida Housing Data Clearinghouse.

Section 3
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

List of Tables

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Table 3-1
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

Summary of Existing Personnel

Line No.	Description	Current Staff [1]	FY 2016 Budgeted [2]	Allocation to Future Officers	
				Allocation Basis	Achieved LOS
Personnel					
1	Police Chief	1.0	1.0		
2	Captains	4.0	4.0		
3	Lieutenants	6.0	6.0		
4	Sergeants	11.0	11.0		
5	Patrol & Other Sworn Officers	68.0	75.0		
6	Total Sworn Officers	90.0	97.0	Per 1,000 Population	2.03
7	Civilian and Administrative	35.0	35.0		
8	Total Personnel	125.0	132.0		
9	Target Level of Service Per 1,000 Population				2.50

Footnotes:

[1] Per assignment roster and discussions with Police Department Staff.

[2] Civilian and Administrative Personnel at a full-time equivalency as provided by the City.

Table 3-2
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

Summary of Personnel Equipment Costs

Line No.	Description	Quantity Per Officer	Cost Per Item	Gross Cost Per Officer [1]	Adjustments	Net Cost Per Officer
Officer Equipment:						
1	Uniform Shirts	5.0	\$35.00	\$175.00	\$0.00	\$175.00
2	Uniform Pants	4.0	35.00	140.00	0.00	140.00
3	Coat	1.0	110.00	110.00	0.00	110.00
4	Rain Coat	1.0	110.00	110.00	0.00	110.00
5	Traffic Vest	1.0	45.00	45.00	0.00	45.00
6	Boots / Shoes	1.0	80.00	80.00	0.00	80.00
7	Hat	1.0	12.00	12.00	0.00	12.00
8	Badge / Pins	1.0	125.00	125.00	0.00	125.00
9	Duty Belt	1.0	65.00	65.00	0.00	65.00
10	Double Magazine Pouch	1.0	33.00	33.00	0.00	33.00
11	Holster	1.0	110.00	110.00	0.00	110.00
12	Glock 21	1.0	485.00	485.00	0.00	485.00
13	Gun Light	1.0	100.00	100.00	0.00	100.00
14	OC Spray	1.0	35.00	35.00	0.00	35.00
15	OC Pouch	1.0	22.00	22.00	0.00	22.00
16	Expandable Baton	1.0	75.00	75.00	0.00	75.00
17	Baton Holster	1.0	22.00	22.00	0.00	22.00
18	Glove Pouch	1.0	20.00	20.00	0.00	20.00
19	Radio Holder	1.0	35.00	35.00	0.00	35.00
20	Portable Radio	1.0	7,500.00	7,500.00	0.00	7,500.00
21	Conducted Energy Weapon (CEW)	1.0	1,100.00	1,100.00	0.00	1,100.00
22	CEW Holster	1.0	85.00	85.00	0.00	85.00
23	CEW Pouch	1.0	24.00	24.00	0.00	24.00
24	Belt Keepers	1.0	20.00	20.00	0.00	20.00
25	Stinger Flashlight	1.0	110.00	110.00	0.00	110.00
26	Flashlight Holster	1.0	35.00	35.00	0.00	35.00
27	Ballistic Vest	1.0	540.00	540.00	0.00	540.00
28	Universal Tool	1.0	85.00	85.00	0.00	85.00
29	Universal Tool Pouch	1.0	25.00	25.00	0.00	25.00
30	Forms Keeper	1.0	55.00	55.00	0.00	55.00
31	Laptop Computer	1.0	1,100.00	1,100.00	0.00	1,100.00
32	Long Gun (AR Platform)	1.0	1,100.00	1,100.00	0.00	1,100.00
33	Body Camera	1.0	1,000.00	1,000.00	0.00	1,000.00
34	Total Projected Costs per Officer			<u>\$14,578.00</u>	<u>\$0.00</u>	<u>\$14,578.00</u>

Footnotes:

[1] As provided by the City's Police Chief in detail and estimated in 2015 dollars.

Table 3-3
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

Summary of Vehicle Costs

Line No.	Description	Quantity Per Officer	Cost Per Item	Gross Cost Per Officer [1]	Adjustments	Net Cost Per Officer
Vehicle Costs:						
1	Vehicle (Sedan)	1.0	\$24,000	\$24,000	\$0	\$24,000
2	Lightbar with Opticom	1.0	2,300	2,300	0	2,300
3	Console	1.0	250	250	0	250
4	Sidelight / Sidekick	1.0	300	300	0	300
5	ION	4.0	75	300	0	300
6	Vertex Hideaway	4.0	60	240	0	240
7	Computer Base with Top	1.0	400	400	0	400
8	Armrest with Print and Mount	1.0	600	600	0	600
9	Dual Gun Rack (Shotgun / AR)	1.0	300	300	0	300
10	Push Bumber with Warning System	1.0	650	650	0	650
11	Prisoner Partition with Window Bars	1.0	850	850	0	850
12	Graphics	1.0	600	600	0	600
13	Window Tint	1.0	125	125	0	125
14	Remote Siren with Light Controller	1.0	600	600	0	600
15	Stinger Flashlight with Base	1.0	110	110	0	110
16	Charge Guard	1.0	70	70	0	70
17	Inverter	1.0	75	75	0	75
18	Security System	1.0	90	90	0	90
19	Installation with Shop Supplies	1.0	1,000	1,000	0	1,000
20	Stop Sticks	1.0	600	600	0	600
21	Fire Extinguisher and First Ait Kit	1.0	200	200	0	200
22	Side Warning Strip	1.0	600	600	0	600
23	Freight	1.0	750	750	0	750
24	Total Projected Costs			\$35,010	\$0	\$35,010

Footnotes:

[1] As provided by the City's Police Chief in detail and estimated in 2015 dollars.

Table 3-4
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

Estimated Existing Capital Equipment, Vehicles and Facilities Costs

Line No.	Description	Estimated Costs [1]	Number of Sworn Officers	Cost per Officer [2]
1	Machinery & Equipment	\$1,312,020	90	\$14,578
2	Major Vehicles	\$3,150,900	90	\$35,010
3	Other Capital Equipment and Facilities			
4	Land and Building	\$2,001,086	133	\$15,046
5	Communication Systems	2,611,683	133	19,637
6	Total Other Police Department Equipment and Facilities	<u>\$4,612,768</u>		<u>\$34,682</u>
7	Total Existing Capital Equipment, Vehicles and Facilities	<u><u>\$9,075,688</u></u>		<u><u>\$84,270</u></u>

Footnotes:

- [1] Amounts for Machinery & Equipment and Major Vehicles were estimated based on cost per officer figures as provided by the City. Amounts for Other Capital Equipment and Facilities were based on assessed property values as provided by the City.
- [2] Amounts for Machinery & Equipment and Major Vehicles are based on information as provided by the City. Amounts shown for Other Capital Equipment and Facilities are based on the level of officers that existing facilities can support based on current capital projections.

Table 3-5
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

Multi-Year Capital Improvement Program [1]

Line No.	Description	Six Year Total	Police Allocation	Allocated Total	Adjustments [2]	Adjusted Total	Officers Served [3]	Cost Per Officer
<u>Machinery and Equipment:</u>								
1	Portable Radios - For 7 New Officers	\$56,000	100.00%	\$56,000	(\$56,000)	\$0	7	\$0
2	Taser Weapon - For 7 New Officers	8,400	100.00%	8,400	(8,400)	0	7	0
3	Investigative Equipment	165,000	100.00%	165,000	0	165,000	119	1,387
4	Laptop Replacements	150,000	100.00%	150,000	0	150,000	119	1,261
5	Equipment Retirement Adjustments	(234,390)	100.00%	(234,390)	0	(234,390)	119	(1,970)
6	Subtotal Machinery and Equipment	\$145,010	100.00%	\$145,010	(\$64,400)	\$80,610	119	\$678
<u>Major Vehicles:</u>								
7	Police Vehicle Purchase (SUV) - Replacement of #822	\$40,000	100.00%	\$40,000	\$0	\$40,000	119	\$336
8	Police Vehicle Purchase (Pick-Up 4x4) - Replacement of #852	34,000	100.00%	34,000	0	34,000	119	286
9	Police Vehicle Purchase (SUV) - Replacement of #846	32,000	100.00%	32,000	0	32,000	119	269
10	Police Vehicle Purchase (SUV) - Replacement of #847	32,000	100.00%	32,000	0	32,000	119	269
11	Police Vehicle Purchase (Canine SUV) - Replacement of #1192	40,000	100.00%	40,000	0	40,000	119	336
12	Police Vehicle Purchase (Fusion) - Replacement of #1200	26,000	100.00%	26,000	0	26,000	119	218
13	Police Vehicle Purchase (Sedan) - Replacement of #1208	28,500	100.00%	28,500	0	28,500	119	239
14	Police Vehicle Purchase (Sedan) - Replacement of #1209	28,500	100.00%	28,500	0	28,500	119	239
15	Police Vehicle Purchase (CID Unmarked) - Replacement of #971	30,000	100.00%	30,000	0	30,000	119	252
16	Police Vehicle Purchase (CID Unmarked) - Replacement of #972	30,000	100.00%	30,000	0	30,000	119	252
17	Police Vehicle Purchase (CID Unmarked) - Replacement of #994	30,000	100.00%	30,000	0	30,000	119	252
18	Police SRO Vehicle Purchase (Mid SUV) - Replacement of #850	30,000	100.00%	30,000	0	30,000	119	252
19	Police Vehicle Purchase - (Sedan) - For 7 New Officers	199,500	100.00%	199,500	(199,500)	0	7	0
20	Vehicle Replacements	2,272,000	100.00%	2,272,000	0	2,272,000	119	19,092
21	Major Vehicle Retirement Adjustments	(2,157,132)	100.00%	(2,157,132)	0	(2,157,132)	119	(18,127)
22	Subtotal Major Vehicles	\$695,368	100.00%	\$695,368	(\$199,500)	\$495,868	119	\$4,165
<u>Land, Buildings and Other Capital Equipment:</u>								
23	Radio System Upgrade (Dispatch Shared with Fire)	\$262,000	44.00%	\$115,280	\$0	\$115,280	201	\$574
24	City Wide Data Refresh (Shared Project)	289,000	44.00%	127,160	0	127,160	201	633
25	Public Safety Complex	21,600,000	50.00%	10,800,000	0	10,800,000	201	53,731
26	Driving Course	500,000	100.00%	500,000	0	500,000	201	2,488
27	Inter-Subsystem Interconnect	2,000,000	44.00%	880,000	0	880,000	201	4,378
28	2nd Tower Site	3,400,000	44.00%	1,496,000	0	1,496,000	201	7,443
29	Communication Equipment	1,500,000	44.00%	660,000	0	660,000	201	3,284
30	Gun Range	2,000,000	100.00%	2,000,000	0	2,000,000	201	9,950
31	Land, Buildings and Other Capital Retirement Adjustments	(1,525,391)	100.00%	(1,525,391)	0	(1,525,391)	201	(7,589)
32	Subtotal Land, Buildings and Other Capital Equipment	\$30,025,609	50.13%	\$15,053,049	\$0	\$15,053,049	201	\$74,892
33	Total Capital Improvement Program	\$30,865,987	51.49%	\$15,893,427	(\$263,900)	\$15,629,527		\$79,735

Footnotes:

[1] Amounts shown as provided by the City.

[2] Amounts adjusted from calculations as they are accounted for on Tables 3-3 and 3-4.

[3] Future needs are calculated as follows:

Projected Population in 2040	80,286
Target LOS per 1,000 population	2.50
Total Police Personnel Required at Buildout	201
Total Existing Police Personnel at LOS	119
Total Additional Personnel Required to Serve Growth	82

Table 3-6
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

Summary of Capital Improvement Program

Line No.	Description	Total Current Cost [1]	Police Officers Served [2]	Cost Per Officer [2]
1	Machinery and Equipment	\$80,610	119	\$678
2	Major Vehicles	495,868	119	4,165
3	Land, Buildings and Other Capital Equipment	15,053,049	201	74,892
4	Total Proposed Capital Equipment, Vehicles and Facilities	<u>\$15,629,527</u>		<u>\$79,735</u>

Footnotes:

[1] Amounts as provided by City staff and reflect adjustments for asset retirements as shown on Table 3-5.

[2] Amounts shown based on personnel information on Table 3-5.

**Table 3-7
City of Apopka, Florida
Police Protection Services Impact Fee Analysis**

Allocation of Service Calls Among Customer Classes

Line No.	Description	Number of Calls For Service			Traffic / Other [3]
		Total [1]	Residential	Non-Residential [2]	
<u>Total Calls for Fiscal Years 2014 - 2015</u>					
1	Number of Calls	89,530	62,671	26,859	5,481
2	Percent (%)	100.00%	70.00%	30.00%	N/A
3	Allocated Traffic / Other	5,481	3,837	1,644	
4	Percent (%)	100.00%	70.00%	30.00%	
5	Total Allocated Calls	95,011	66,508	28,503	
6	Percent (%)	100.00%	70.00%	30.00%	

Footnotes

[1] Amounts based on information provided by the City of Apopka Police Department.

[2] Based on discussions with the City, Non-Residential calls are distributed among the various subclasses as follows:

<u>Description</u>	<u>Percentage of Calls</u>
Retail and Food Service	55.00%
Office	5.00%
Government, Institutional and Hotels	33.00%
Industrial	7.00%
Total	100.00%

[3] Service calls for other and traffic related incidents assumed to be in direct proportion to Residential and Non-Residential calls.

Table 3-8
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

Summary of Capital Costs to Provide Police Protection Services

Line No.	Description	Total Cost [1]	Total Personnel Requirements [2]	Average Cost per Personnel
<u>Recoupment Costs [3]</u>				
1	Machinery & Equipment	\$1,312,020	90	\$14,578
2	Major Vehicles	3,150,900	90	35,010
3	Other Capital Equipment & Facilities	4,612,768	133	34,682
4	Total Recoupment Costs	<u>\$9,075,688</u>		<u>\$84,270</u>
<u>Proposed Capital Additions [4]</u>				
5	Machinery & Equipment - CIP	\$80,610	119	\$678
6	Major Vehicles - CIP	495,868	119	4,165
7	Other Capital Equipment & Facilities - CIP	15,053,049	201	74,892
8	Total Proposed Costs	<u>\$15,629,527</u>		<u>\$79,735</u>
<u>Additional Cost or Adjustments [5]</u>				
9	Less Historical and Proposed Future Capital Grants [6]	(975,000)	133	(7,331)
10	Total Additional Costs or Adjustments	<u>(\$975,000)</u>		<u>(\$7,331)</u>
11	Total Capital Costs	<u><u>\$23,730,216</u></u>		<u><u>\$156,674</u></u>

Footnotes:

[1] Total estimated capital costs in Tables 3-4 and 3-6.

[2] Future needs are calculated as follows:

Projected Population in 2021	53,160
Target LOS per 1,000 population	<u>2.50</u>
Total Police Personnel Required by 2021	133
Total Required Police Personnel for 2016 (Based on LOS)	<u>119</u>
Total Additional Personnel Required to Serve Growth	14
Existing Personnel 2015	90
Projected Personnel for Build Out Population	201

[3] Amounts derived from Table 3-4.

[4] Amounts derived from Table 3-6.

[5] Amounts reflect credit for historical grant projected grants for equipment needs.

[6] Amounts based on information provided by the City.

Description	Amounts
Less Est. Historical Capital Grants Received for Equipment	(\$650,000)
Less Est. Proposed Future Capital Grants	<u>(325,000)</u>
Subtotal	(\$975,000)
Adjustment for Repair / Replacement Factor	100%
Recognized Portion of Grant Funding	<u><u>(\$975,000)</u></u>

Table 3-9
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

Design of Police Protection Services Impact Fee

Line No.	Description	Total System	Residential	Non-Residential
1	Total Allocated Cost Per Full Time Officer	\$156,674		
2	Additional Officers Required to Serve Population			
3	Needs through Fiscal Year 2021	14		
4	Total Capital Costs [1]	\$2,193,443		
5	Less: Funds From Other Sources or Discount Factor	\$0		
6	Total Capital Costs Recovered From Impact Fees	\$2,193,443		
7	Allocation to Customer Classes			
8	Percent of Calls for Service [2]		70.00%	30.00%
9	Allocated Costs		\$1,535,410	\$658,033
10	Total Equivalent Impact Fee Units [3]			
11	Residential Dwelling Units		2,054	
12	Cost per Equivalent Impact Fee Unit		\$747.52	N/A
13	Rounded Fee		\$747.00	N/A
14	<u>Major Non-Residential Classes and Call Allocation</u>	<u>Non-Res. Cost</u>	<u>Non-Res. Sq. Ft. [4]</u>	<u>Non-Res. Rate</u>
15	Retail and Food Service - 55.00%	\$361,918	361,030	\$1.00
16	Office - 5.00%	32,902	112,139	0.29
17	Government, Institutional and Hotels - 33.00%	217,151	405,203	0.54
18	Industrial - 7.00%	46,062	706,419	0.07
19	Total	\$658,033	1,584,792	\$0.41

Footnotes:

- [1] Derived from Table Table 3-8. Reflects projected LOS requirements for 14 additional police officers at a capital cost of \$156,674 per Officer.
- [2] Based on information provided by the City's Police Department and shown on Table 3-7.
- [3] Amounts shown represent net increase in total residential dwelling units and non-residential construction (square feet) anticipated to be constructed by 2021 consistent with the capital expenditure projections for police protection services.

	Estimated Residential Population	Estimated Non-residential Sq. Ft.[a]
Total Res. Units/Sq. Ft. of Develop - Fiscal Year 20	19,975	14,981,145
Total Res. Units/Sq. Ft. of Develop - Fiscal Year 20	17,921	13,396,353
Difference (Anticipated Growth)	2,054	1,584,792

[a] Amount shown based on the current estimate of approximately 748 sq. ft. of commercial development for every 1 unit of residential development going to approximately 750 sq. ft. per residential unit.

Table 3-9
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

Design of Police Protection Services Impact Fee

[4] The estimated allocation of existing non-residential sq. ft. was based on information provided by the City and is shown below:

Description	Sq. Ft. % Distribution	Sq. Ft. Allocation
Retail and Food Service	22.78%	361,030
Office	7.08%	112,139
Government, Institutional and Hotels	25.57%	405,203
Industrial	44.57%	706,419
Total	100.00%	1,584,792

Table 3-10
City of Apopka, Florida
Police Protection Services Impact Fee Analysis

Police Services Impact Fee Comparison [1]

Line No.	Description	Residential			Non-Residential (\$ per square foot)
		Single Family	Multi-Family	Mobile Home	
City of Apopka					
1	Existing	N/A	N/A	N/A	N/A
2	Proposed Rates	\$747.00	\$747.00	\$747.00	\$0.070 - \$1.000 per sq. ft.
<u>Other Florida Government Agencies:</u>					
3	City of Clermont	\$402.00	\$402.00	\$402.00 [2]	\$0.021 - \$3.602 per sq. ft.
4	City of Edgewater	150.66	100.10	82.55	\$0.1197 - \$0.3354 per sq. ft. [3]
5	City of Eustis	137.98	98.64	90.03	\$0.01523 - \$1.53667 per sq. ft. [3]
6	City of Kissimmee	N/A	N/A	N/A	N/A
7	City of Lakeland	563.00	425.00	263.00	\$0.02 - \$0.698 per sq. ft. [3]
8	City of Lake Mary	165.00	N/A	N/A	\$0.082 per gross sq. ft.
9	City of Lake Wales	486.43	426.55	N/A	\$0.030 - \$0.210 per sq. ft. [3]
10	City of Leesburg	186.00	186.00	186.00	\$0.155 per sq. ft.
11	City of Minneola	N/A	N/A	N/A	N/A
12	City of Mount Dora	298.52	776.14	N/A	\$0.07164- \$1.03287 per sq. ft. [3]
13	City of Ocoee	501.04	501.04	501.04	\$0.33 per sq. ft.
14	Orange County	271.00	319.00	263.00	\$0.032 - \$0.494 per sq. ft..
15	City of Orlando	N/A	N/A	N/A	N/A
16	City of St. Cloud	715.00	565.00	N/A	\$1.384 per sq. ft.
17	City of Tavares	215.37	163.87	108.86	\$0.00819 - \$1.02419 per sq. ft. [3]
18	City of Winter Garden	339.00	339.00	339.00	\$0.65 per sq. ft.
19	City of Winter Park	N/A	N/A	N/A	N/A
20	City of Winter Haven	304.97	N/A	N/A	\$0.3992 per sq. ft.
21	Other Florida Governmental Agencies' Average	\$338.28	\$358.53	\$248.39	

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect impact fees in effect March 2016. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed municipality.
- [2] Based upon the City's existing ordinance and procedures, one new mobile home is charged as one single family dwelling unit.
- [3] Reflects the lowest and highest rate per square feet.

Section 4
City of Apopka
Fire / EMS Impact Fee Analysis

List of Tables

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Table 4-1
City of Apopka
Fire / EMS Impact Fee Analysis

Summary of Existing Personnel

Line No.	Description	Current Staff [1]	FY 2016 Budgeted [2]	Allocation to Future Officers	
				Allocation Basis	Achieved Level of Service
Personnel					
1	Fire Chief	1.00	1.00		
2	Deputy Fire Chief	1.00	1.00		
3	Assistant Fire Chief	2.00	2.00		
4	Fire Captain	1.00	1.00		
5	Fire Lieutenant	1.00	1.00		
6	Fire Engineer / Firefighter	33.00	27.00		
7	EMS District Chief	3.00	3.00		
8	EMS Lieutenant	12.00	12.00		
9	EMS Engineer	7.00	8.00		
10	EMS / Firefighter	20.00	25.00		
11	Total Personnel	<u>81.00</u>	<u>81.00</u>	Per 1,000 Population	1.70
Support					
12	Administrative Assistant & Staff Assistant	2.00	2.00		
13	Total Support	<u>2.00</u>	<u>2.00</u>		
Total					
14	Firefighter/Rescue Division	<u>83.00</u>	<u>83.00</u>		
15	Target Level of Service Per 1,000 Population				2.20

Footnotes:

[1] Per personnel listing as obtained from City Staff.

[2] As obtained from the City's adopted FY 2016 Budget.

Table 4-2
City of Apopka
Fire / EMS Impact Fee Analysis

Estimated Existing Capital Equipment, Vehicles & Facilities Costs

Line No.	Description	Estimated Costs [1]	Number of Firefighters [2]	Average Cost Per Firefighter
1	Machinery & Equipment	\$2,151,487	141	\$15,259
2	Major Vehicles and Firefighting Equipment	\$5,035,168	141	\$35,710
3	Other Capital Equipment and Facilities	\$4,502,786	141	\$31,935
4	Total Existing Capital Equipment, Vehicles & Facilities	<u>\$11,689,440</u>		<u>\$82,904</u>

Footnotes:

- [1] Amounts shown based on fixed asset records as provided by the City.
- [2] Amounts for Machinery & Equipment and Major Vehicles & Firefighting Equipment are based on current department staffing levels. Amounts shown for Other Capital Equipment and Facilities are based on the level of personnel that existing facilities can support based on current capital projections.

Table 4-3
City of Apopka, Florida
Fire / EMS Impact Fee Analysis

Multi-Year Capital Improvement Program

Line No.	Description	Six Year Total [1]	Fire Allocation	Allocated Total	Adjustments	Adjusted Total	Firefighters Served [2]	Cost Per Firefighter
<u>Machinery and Equipment:</u>								
1	SCBA Bottle Replacement	\$19,000	100.00%	\$19,000	\$0	\$19,000	141	\$135
2	Cardiac Monitors / Defibrulators	128,950	100.00%	128,950	0	128,950	141	915
3	Stretcher Upgrades and Power Load Pro Devices for 6 Ambulances	325,925	100.00%	325,925	0	325,925	141	2,312
4	Air Compressor Station 5	45,000	100.00%	45,000	0	45,000	141	319
5	6 SCBA's for Engine 5 and Ambulance 5	36,000	100.00%	36,000	0	36,000	141	255
6	Bunker Gear for 15 New Firefighters	30,000	100.00%	30,000	0	30,000	141	213
7	Continuing SCBA Cylinder Replacement	21,000	100.00%	21,000	0	21,000	141	149
8	Continuing SCBA Cylinder Replacement	21,000	100.00%	21,000	0	21,000	141	149
9	6 SCBA's for Engine 6 and Ambulance 6	38,000	100.00%	38,000	0	38,000	141	270
10	Bunker Gear for 15 New Firefighters	37,500	100.00%	37,500	0	37,500	141	266
11	Other Capital Items	269,000	100.00%	269,000	0	269,000	141	1,908
12	Equipment Retirement Adjustments	(677,040)	100.00%	(677,040)	0	(677,040)	141	(4,802)
13	Subtotal Machinery and Equipment	\$294,335	100.00%	\$294,335	\$0	\$294,335	141	\$2,089
<u>Major Vehicles:</u>								
14	Fire Engine 5	\$650,000	100.00%	\$650,000	\$0	\$650,000	141	\$4,610
15	Ambulance 5	150,000	100.00%	150,000	0	150,000	141	1,064
16	Vehicle Emergency Lighting	6,000	100.00%	6,000	0	6,000	141	43
17	Ambulance 5 Equipment	50,000	100.00%	50,000	0	50,000	141	355
18	Public Education Officer Vehicle	31,500	100.00%	31,500	0	31,500	141	223
19	Engine 5 Equipment	70,000	100.00%	70,000	0	70,000	141	496
20	Brush Truck Station 5	60,000	100.00%	60,000	0	60,000	141	426
21	Staff Vehicle 1	40,000	100.00%	40,000	0	40,000	141	284
22	TNT Tools for Engine 5	30,000	100.00%	30,000	0	30,000	141	213
23	Thermal Imaging Cameras for Engine 5	15,000	100.00%	15,000	0	15,000	141	106
24	Fire Engine 6	750,000	100.00%	750,000	0	750,000	141	5,319
25	Ambulance 6	155,000	100.00%	155,000	0	155,000	141	1,099
26	Ambulance 6 Equipment	60,000	100.00%	60,000	0	60,000	141	426
27	Replace Engine #11 (1998)	700,000	100.00%	700,000	0	700,000	141	4,965
28	Brush Truck Station 6	60,000	100.00%	60,000	0	60,000	141	426
29	Staff Vehicle 2	40,000	100.00%	40,000	0	40,000	141	284
30	TNT Tools for Engine 6	30,000	100.00%	30,000	0	30,000	141	213
31	Thermal Imaging Cameras for Engine 6	15,000	100.00%	15,000	0	15,000	141	106
32	Replace Engine #4 (2001)	700,000	100.00%	700,000	0	700,000	141	4,965
33	Replace Ambulance A21	150,000	100.00%	150,000	0	150,000	141	1,064
34	Replace Ambulance A41	155,000	100.00%	155,000	0	155,000	141	1,099
35	Replace Ambulance A31	155,000	100.00%	155,000	0	155,000	141	1,099
36	Replace Ambulance A12	155,000	100.00%	155,000	0	155,000	141	1,099
37	Replace Ambulance A11	160,000	100.00%	160,000	0	160,000	141	1,135
38	Major Vehicle Retirement Adjustments	(1,794,086)	100.00%	(1,794,086)	0	(1,794,086)	141	(12,724)
39	Subtotal Major Vehicles	\$2,593,414	100.00%	\$2,593,414	\$0	\$2,593,414	141	\$18,395
<u>Land, Buildings and Other Capital Equipment:</u>								
40	Fire Station 5 Construction	\$1,300,000	100.00%	\$1,300,000	\$0	\$1,300,000	141	\$9,220
41	Station 5 Furniture / Equipment	65,000	100.00%	65,000	0	65,000	141	461
42	Fire Station 6 South	1,406,080	100.00%	1,406,080	0	1,406,080	141	9,972
43	Radio System Upgrade (Dispatch Shared with Police)	262,000	26.00%	68,120	0	68,120	177	385
44	City Wide Data Refresh (Shared Project)	289,000	26.00%	75,140	0	75,140	177	425
45	Inter-Subsystem Interconnect	2,000,000	26.00%	520,000	0	520,000	177	2,938
46	2nd Tower Site	3,400,000	26.00%	884,000	0	884,000	177	4,994
47	Public Safety Complex	21,600,000	50.00%	10,800,000	0	10,800,000	177	61,017
48	Communications Equipment	1,500,000	26.00%	390,000	0	390,000	177	2,203
49	Land, Buildings and Other Capital Retirement Adjustments	(2,727,541)	100.00%	(2,727,541)	0	(2,727,541)	177	(15,410)
50	Subtotal Land, Buildings and Other Capital Equipment	\$29,094,539	43.93%	\$12,780,799	\$0	\$12,780,799	168	\$76,205
51	Total Capital Improvement Program	\$31,982,287	48.99%	\$15,668,547	\$0	\$15,668,547		\$96,689

Footnotes:

[1] Amounts shown as provided by the City.

[2] Future needs are calculated as follows:

Projected Population in 2040	80,286
Target LOS per 1,000 population	2.20
Total Fire Personnel Required at 2040	<u>177</u>
Total Existing Fire / EMS Personnel at LOS	105
Total Additional Personnel Required to Serve Growth	<u>72</u>
Estimated Firefighters in 2021	141

Table 4-4
City of Apopka
Fire / EMS Impact Fee Analysis

Summary of Capital Improvement Program [1]

Line No.	Description	Total Current Cost [1]	Firefighters Served [2]	Average Cost per Personnel [2]
1	Machinery and Equipment	\$294,335	141	\$2,089
2	Major Vehicles and Firefighting Equipment	\$2,593,414	141	\$18,395
3	Land, Buildings and Other Capital Equipment	\$12,780,799	168	\$76,205
4	Total Proposed Capital Equipment, Vehicles & Facilities	<u>\$15,668,547</u>		<u>\$96,689</u>

Footnotes:

[1] Amounts as provided by City staff and reflect adjustments for asset retirements as shown on Table 4-3.

[2] Amounts shown based on personnel information on Table 4-3.

Table 4-5
City of Apopka
Fire / EMS Impact Fee Analysis

Allocation of Service Calls Among Customer Classes

Line No.	Description	2013 - 2015 Total Number of Calls For Service		
		Total [1]	Residential	Non-Residential [2]
<u>EMS</u>				
1	Number of EMS Calls [1]	11,243	8,432	2,811
2	Percent (%)	100.00%	75.00%	25.00%
<u>Fire</u>				
3	Number of Fire Calls [1]	3,868	1,862	2,006
4	Percent (%)	100.00%	48.13%	51.87%
<u>Total</u>				
5	Number of Total Calls [1]	15,111	10,294	4,817
6	Percent (%)	100.00%	68.12%	31.88%

Footnotes:

[1] Amounts based on information provided by the City of Apopka Fire Department.

[2] Based on discussions with the City, Non-Residential calls are distributed among the various subclasses as follows:

<u>Description</u>	<u>Percentage of Calls</u>
Retail and Food Service	33.50%
Office	8.00%
Government, Institutional and Hotels	51.00%
Industrial	7.50%
Total	100.00%

Table 4-6
City of Apopka
Fire / EMS Impact Fee Analysis

Summary of Capital Costs to Provide Fire / EMS Rescue Services

Line No.	Description	Total Cost [1]	Total Personnel Requirements [2]	Average Cost per Personnel
<u>Recoupment Costs [3]</u>				
1	Machinery & Equipment	\$2,151,487	141	\$15,259
2	Major Vehicles & Fire Fighting Equipment	5,035,168	141	35,710
3	Other Capital Equipment & Facilities	4,502,786	141	31,935
4	Total Recoupment Costs	<u>\$11,689,440</u>		<u>\$82,904</u>
<u>Proposed Capital Additions [4]</u>				
5	Machinery & Equipment	\$294,335	141 [5]	\$2,089
6	Major Vehicles & Fire Fighting Equipment	2,593,414	141	18,395
7	Other Capital Equipment & Facilities	12,780,799	168 [5]	76,205
8	Total Proposed Costs	<u>\$15,668,547</u>		<u>\$96,689</u>
<u>Additional Cost or Adjustments</u>				
9	Less Historical Capital Grants Received	(\$256,000)	141	(\$1,816)
10	Total Additional Costs or Adjustments	<u>(\$256,000)</u>		<u>(\$1,816)</u>
11	Total Capital Costs	<u><u>\$27,101,988</u></u>		<u><u>\$177,777</u></u>

Footnotes:

[1] Total estimated capital costs in Tables 4-2 and 4-4.

[2] Future needs are calculated as follows:

Projected Population Serviceable with 6 Stations	64,091
Target LOS per 1,000 population	2.20
Total Fire Personnel Required	<u>141</u>
Total Existing Fire Personnel at LOS	105
Total Additional Personnel Required to Serve Growth	<u>36</u>
Existing Personnel	81
Projected Personnel for Build Out Population	177

[3] Amounts derived from Table 4-2.

[4] Amounts derived from Table 4-4.

[5] See Table 4-4 for personnel amount assumed.

[6] Amounts based on information provided by the City.

Description	Amounts
Less Est. Historical Capital Grants Received for Equipment	(\$256,000)
Less Est. Proposed Future Capital Grants	0
Subtotal	<u>(\$256,000)</u>
Adjustment for Repair / Replacement Factor	100%
Recognized Portion of Grant Funding	<u><u>(\$256,000)</u></u>

Table 4-7
City of Apopka
Fire / EMS Impact Fee Analysis

Design of Fire / EMS Rescue Services Impact Fee

Line No.	Description	Total System	Residential	Non-Residential
1	Total Allocated Cost Per Full Time Firefighter [1] Additional Firefighters Required to Serve Population	\$177,777		
2	Needs and Staff Stations 5 and 6	36		
3	Total Capital Costs	<u>\$6,399,966</u>		
4	Less: Funds From Other Sources	\$0		
5	Total Capital Costs Recovered From Impact Fees	<u>\$6,399,966</u>		
Allocation to Customer Classes				
6	Percent of Calls for Service [2]		68.12%	31.88%
7	Allocated Costs		<u>\$4,359,857</u>	<u>\$2,040,109</u>
Total Equivalent Impact Fee Units [3]				
8	Residential Dwelling Units		6,161	
9	Cost per Equivalent Impact Fee Unit		\$707.65	N/A
10	Rounded Fee		<u>\$708.00</u>	<u>N/A</u>
11	<u>Major Non-Residential Classes and Call Allocation</u>	<u>Non-Res. Cost</u>	<u>Non-Res. Sq. Ft. [4]</u>	<u>Non-Res. Rate</u>
12	Retail and Food Service - 33.50%	\$683,437	1,062,760	\$0.64
13	Office - 8.00%	163,209	330,103	0.49
14	Government, Institutional and Hotels - 51.00%	1,040,456	1,192,792	0.87
15	Industrial - 7.50%	153,008	2,079,478	0.07
16	Total	<u>\$2,040,109</u>	<u>4,665,133</u>	<u>\$0.44</u>

Footnotes:

- [1] Derived from Table 4-6. Reflects projected LOS requirements for 9 additional Firefighters/EMS personnel at a capital cost of \$177,777 per Firefighter.
- [2] Based on information provided by the City's Fire Department and summarized on Table 4-5.
- [3] Amounts shown represent net increase in total residential dwelling units and non-residential construction (square feet) anticipated to be constructed consistent with the capital expenditure projections for fire protection services.

	Estimated Residential	Estimated Non-residential [a]
Total Res. Units/Sq. Ft. of Development Serviceable with Stations 1 - 6	24,082	18,061,486
Total Res. Units/Sq. Ft. of Develop - Fiscal Year 2016	17,921	13,396,353
Difference (Anticipated Growth)	<u>6,161</u>	<u>4,665,133</u>

[a] Amount shown based on the current estimate of approximately 208 sq. ft. of commercial development for every 1 unit of residential development going to approximately 750 sq. ft. per residential unit.

Table 4-7
City of Apopka
Fire / EMS Impact Fee Analysis

Design of Fire / EMS Rescue Services Impact Fee

[4] The estimated allocation of existing non-residential sq. ft. was based on information provided by the City and is shown below:

<u>Description</u>	<u>Sq. Ft. % Distribution</u>	<u>Sq. Ft. Allocation</u>
Retail and Food Service	22.78%	1,062,760
Office	7.08%	330,103
Government, Institutional and Hotels	25.57%	1,192,792
Industrial	44.57%	2,079,478
Total	100.00%	4,665,133

Table 4-8
City of Apopka, Florida
Fire Rescue Services Impact Fee Analysis

Fire Rescue Services Impact Fee Comparison [1]

Line No.	Description	Residential			Non-Residential (\$ per square foot)
		Single Family	Multi-Family	Mobile Home	
City of Apopka, Florida					
1	Existing	N/A	N/A	N/A	N/A
2	Proposed Rates	\$708.00	\$708.00	\$708.00 [2]	\$0.070 - \$0.870 per sq. ft.
<u>Other Florida Government Agencies:</u>					
3	City of Clermont	\$487.00	\$487.00	\$487.00 [2]	\$0.781 per sq. ft.
4	City of Edgewater	330.51	143.77	330.51	\$0.0116 - \$0.241 per sq. ft. [3]
5	City of Eustis	146.72	104.88	95.73	\$0.01619 - \$1.634 per sq. ft. [3]
7	City of Kissimmee	N/A	N/A	N/A	N/A
8	City of Lakeland	486.00	367.00	228.00	\$0.017 - \$0.603 per sq. ft. [3]
9	City of Lake Mary	175.00	N/A	N/A	\$0.129 per gross sq. ft.
10	City of Lake Wales	623.01	543.66	N/A	\$0.030 - 1.05 per sq. ft. [3]
11	City of Leesburg	207.00	207.00	207.00	\$0.1174 per sq. ft.
12	City of Minneola	390.00	244.00	152.00	\$0.023 - \$0.025 per sq. ft. [3]
13	City of Mount Dora	443.81	228.63	N/A	\$0.0269 - \$2.27283 per sq. ft. [3]
14	City of Ocoee	636.00	636.00	636.00	\$0.47 per sq. ft.
15	Orange County	270.00	197.00	270.00	\$0.049 - \$0.297 per sq. ft..
16	City of Orlando	N/A	N/A	N/A	N/A
15	City of St. Cloud	549.00	359.00	N/A	\$0.719 per sq. ft.
17	City of Tavares	402.78	306.46	203.58	\$0.01532 - \$1.91538 per sq. ft. [3]
18	City of Winter Garden	491.00	491.00	491.00	\$0.85 per sq. ft.
19	City of Winter Park	N/A	N/A	N/A	N/A
20	City of Winter Haven	488.89	N/A	N/A	\$0.1631 per sq.ft.
21	Other Florida Governmental Agencies' Average	\$408.45	\$331.95	\$310.08	

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect impact fees in effect March 2016. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed municipality.
- [2] Based upon the City's existing ordinance and procedures, one new mobile home is charged as one single family dwelling unit.
- [3] Reflects the lowest and highest rate per square feet.

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WHEREAS, this Ordinance contains an administrative framework to ensure that the benefit of fire/EMS and police public safety facilities funded with fire/EMS and police impact fees will accrue proportionately to new development paying the fees; and

WHEREAS, Section 163.3202(3), *Florida Statutes*, encourages the use of innovative land use regulations and impact fees by local governments to manage growth and to provide the necessary public facilities and for the imposition by local governments of impact fees on development to fund the capital cost of fire/EMS and police public safety facilities necessitated by such development; and

WHEREAS, under its home rule powers and pursuant to §163.31801, *Florida Statutes* and judicially created law, the City of Apopka may impose impact fees to ensure the well-being of its citizens; and

WHEREAS, requiring future growth to contribute its fair share of the costs necessary to fund required capital improvements and additions is an integral and vital part of the regulatory plan of growth management in the City and is a practice consistent with sound and generally accepted growth management, fiscal and public administration practices and principles.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION 1. Chapter 26, Article V of the Apopka Code of Ordinances is hereby created, entitled “Fire/EMS Impact Fees”:

ARTICLE V. FIRE/EMS IMPACT FEES

Sec. 26-140. Intent and Purpose.

(a) The city council expressly finds that the improvements and additions to the fire department to be funded by fire/EMS impact fees provide a benefit to all fire/EMS impact construction within the city that is in excess of the actual fire/EMS impact fees. The capital facilities funded by impact fees shall provide fire/EMS services to the new users within the city.

(b) The purpose of this article is to require payment of fire/EMS impact fees by those who engage in fire/EMS impact construction and to provide for the cost of capital improvements to the fire department which are required to accommodate such growth. This article shall not be construed to permit the collection of fire/EMS impact fees in excess of the amount reasonably anticipated to offset the demand on the city fire department generated by such applicable fire/EMS impact construction.

91 (c) The revision and re-imposition of a fire/EMS impact fee is to provide a source of
92 revenue to fund the construction or improvement of the fire department necessitated by
93 growth.

94
95 (d) City council hereby ratifies, adopts, and incorporates herein the "Municipal Impact
96 Fee Study" dated August 31, 2016, prepared by PRMG as the city's fire/EMS impact fee
97 study, particularly as the report relates to the allocation of a fair share of costs of public
98 facilities required to provide fire prevention and protection services necessary to serve
99 new development in the city.

100
101 (e) All impact fees established herein are calculated based on the city's most recent and
102 localized data. Any future amendment to the amount of these impact fees shall be based
103 on the city's most recent and localized data available at that the time of amendment.

104
105 **Sec. 12-141.** Definitions.

106
107 The following definitions shall apply to this Article:

108
109 *Fire/EMS Impact Construction* shall mean any improvement to land which shall
110 generate the need for fire/EMS services.

111
112 *Nonresidential* includes all land uses not otherwise specified as residential or
113 exempted as set forth herein. This shall include, but is not limited to day care
114 facilities, residential care facilities, nursing homes, boarding houses, educational
115 facilities, cultural facilities, churches, all commercial uses, all transient lodging
116 and entertainment facilities except those which are temporary in nature, all
117 automotive facilities and/or structures, all miscellaneous business uses and
118 services and all industrial uses.

119
120 *Residential* includes single-family dwellings, duplex dwellings, mobile homes,
121 multiple family dwelling units, accessory dwelling units, accessory residential
122 structures.

123
124
125 **Sec. 12-142.** Imposition.

126
127 (a) Any person who seeks to develop real property located in the city by applying for a
128 building permit, development order, or other permit for fire/EMS impact construction
129 within the city shall pay the following fire/EMS impact fees which are based on the city's
130 most recent and localized data:

131 *Fire/EMS Impact Fee Schedule*

132 TABLE INSET:

133

Development Type	Impact Fee
------------------	------------

Residential	
<i>Dwelling</i>	\$566.40
Non-residential	
<i>Retail and Food Service</i>	\$0.512 / Sq. Ft.
<i>Office</i>	\$0.392 / Sq. Ft.
<i>Government, Institutional, Hotels</i>	\$0.696 / Sq. Ft.
<i>Industrial</i>	\$0.056 / Sq. Ft.
<i>All Others</i>	\$0.352 / Sq. Ft.

134 (b) The city may charge an administrative charge for the collection of impact fees,
135 however, in no event shall such administrative charge exceed the actual cost incurred by
136 the city for collection of the impact fees. If the option to establish an administrative
137 charge is exercised, then such administrative charge shall be set by resolution of City
138 Council.

139 (c) No less than 90 days notice shall be provided to the public before the effective date of
140 any amendment to this ordinance which imposes a new or increased impact fee.

141 (d) Any amendment to the amounts of the impact fees established herein shall be
142 calculated based on the city's most recent and localized data.

143 **Sec. 12-143.** Impact Fee Trust Account and Use of Monies.
144

145 (a) There is established a trust account for the fire/EMS impact fees, designated as the
146 "fire/EMS impact fee trust account," which shall continue to be maintained separate and
147 apart from all other accounts of the city.
148

149 (b) The funds collected by reason of establishment of the fire/EMS impact fees in
150 accordance with this Article shall be used solely for the purpose of acquisition of
151 facilities and equipment determined to be needed to provide fire/EMS protection for new
152 development within the City. Said funds shall not be used to maintain or repair existing
153 fire facilities or equipment or to acquire facilities or equipment to serve existing
154 development.

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(c) The City shall spend funds on a first in, first out basis.

Sec. 12-144. Accounting Report and Periodic Adjustments.

The city administrator or designee shall provide an accounting report annually to the city council indicating the amount of fees collected under this article and the amount of fees distributed. The city council shall review the report of the city administrator or designee. The purpose of this review is to analyze use and availability of funds, as well as the effects of inflation on the actual costs of capital improvements, and to review and revise, if necessary, the fee charged new development to ensure it will not exceed its pro rata share for the reasonably anticipated expansion costs of capital improvements for fire/EMS services necessitated by new development.

Sec. 12-145. Exemptions.

(a) The following shall be exempt from payment of fire/EMS impact fees:

- (1) An alteration or expansion of an existing dwelling unit where no additional dwelling units are created and the use is not changed.
- (2) The construction of an accessory building or structure to a residential use which will not create additional uses or an increase in density of the residential development.
- (3) The replacement of an existing dwelling unit of the same type and use where no additional dwelling units are created.
- (4) The replacement of a lawfully permitted structure, the building permit for which was issued on or before the effective date of this ordinance, or the replacement of a structure that was constructed subsequent thereto and for which the correct fire/EMS impact fees which were owed at the time the building permit was applied for, were paid or otherwise provided for with a new structure of the same use and at the same location with no increase of density or intensity of development.
- (5) A building permit for which the fire/EMS impact fees have been or will be paid or otherwise provided for pursuant to a written agreement, zoning approval or development order pertaining to development which, by the specific written terms thereof, clearly and unequivocally was intended to provide for the full mitigation of impacts to fire/EMS public safety facilities by enforcement of the agreement, zoning approval or development order, and not by the application of this ordinance.
- (6) A building permit which pertains to residential development which does not result in any additional impact on fire/EMS public safety facilities and hence cannot be classified as fire/EMS impact construction; provided, however, that all development shall be

200 presumed to be fire/EMS impact construction and cause additional impacts on fire/EMS
201 public safety facilities.

202

203 (7) An exemption must be claimed by the feepayer at the time of the issuance of a
204 building permit development order, or other permit. Any exemption not so claimed shall
205 be deemed irrevocably waived by the feepayer.

206

207 **Sec. 12-146.** Individual Calculation of Fire/EMS Impact Fees.

208

209 (a) In the event fire/EMS impact construction involves a particular land use, and it is
210 unclear which land use category set forth herein applies, the city administrator or
211 designee shall determine the impact to be generated by the proposed fire/EMS impact
212 construction and shall calculate the appropriate fire/EMS impact fees utilizing the
213 methodology contained in the fire/EMS impact fee study. The city administrator or
214 designee shall utilize as a standard in this determination the impact assumed in the most
215 similar fire/EMS impact fee land use category or any other generally accepted standard
216 source of planning and cost impact analysis.

217

218 (b) In the event a fire/EMS impact construction involves more than one (1) fire/EMS
219 impact fee land use category, the city administrator or designee shall calculate the
220 fire/EMS impact fees based upon the impact to be generated by each separate fire/EMS
221 impact fee land use category included in the proposed fire/EMS impact construction.

222

223 (c) The city council may adopt administrative regulations by resolution to ensure that
224 any affordable housing unit that has received a certificate of affordability from the
225 federal, state, or county government remains affordable.

226

227 **Sec. 12-147.** Conveyance of Land or Equipment and Impact Fee Credits; Transfer of
228 Credits.

229

230 (a) In order to provide lands to meet the need for city fire department sites created by
231 fire/EMS impact construction or to provide necessary city fire department capital
232 equipment or facilities, a developer of fire/EMS impact construction may convey suitable
233 land, capital equipment or facilities, to the city in lieu of paying the fire/EMS impact fee
234 imposed herein, as agreed to by the city. However, no impact fee reduction shall exceed
235 the amount of the fire/EMS impact fee imposed in this article.

236

237 (b) Any land, capital equipment, or facilities conveyed to the city in lieu of paying the
238 fire/EMS impact fee imposed herein must be acceptable to the city in terms of suitable
239 size, dimension, soil type, topography, location, accessibility and general character, type
240 and specifications.

241

242 (c) Subject to the terms and conditions of this section, credit may be granted against the
243 fire/EMS impact fee imposed herein for the conveyance of land, or capital equipment or
244 facilities that is required pursuant to a development order or permit or made voluntarily in

245 connection with fire/EMS impact construction. Such conveyances, equipment or facilities
246 shall be subject to the approval and acceptance of the city council.

247

248 (d) No credit shall be given for the conveyance of land, capital equipment or
249 construction of facilities unless such property is conveyed in fee simple or a bill of sale is
250 executed to the city without further consideration.

251

252 (e) Prior to issuance of a building permit, or if no building permit is required, prior to
253 the issuance of the final development order, the applicant shall submit a proposed plan
254 for conveyance or contributions to the city fire department to the city administrator or
255 designee. The proposed plan shall include:

256

257 (1) A designation of the fire/EMS impact construction for which the plan is being
258 submitted;

259

260 (2) A legal description of any land proposed to be conveyed and a written appraisal
261 prepared in conformity with subsection (h) of this section;

262

263 (3) A list of the contemplated contributions to the fire department and an estimate of the
264 proposed construction costs certified by a professional architect or engineer or an
265 estimate of the proposed value of a proposed conveyance of capital equipment; and

266

267 (4) A proposed time schedule for completion of the proposed plan.

268

269 (f) Within sixty (60) days after receipt, the city administrator or designee shall
270 recommend approval or denial of the proposed plan in accordance with subsection (g) of
271 this section and, if approval is recommended, establish the amount of credit in
272 accordance with subsection (h) of this section.

273

274 (g) In reviewing the proposed plan, the city administrator or designee shall determine:

275

276 (1) If such proposed plan is in conformity with needed contemplated improvements and
277 additions to the fire department;

278

279 (2) If the proposed conveyance of land or capital equipment and construction by the
280 applicant is consistent with the public interest; and

281

282 (3) If the proposed time schedule is consistent with the capital improvement program for
283 the fire department.

284

285 (h) The amount of developer contribution credit shall be determined as follows:

286

287 (1) The value of conveyed land shall be based upon a written appraisal of fair market
288 value as determined by a Member Appraisal Institute (MAI) appraiser who was selected
289 and paid for by the applicant, and who used generally accepted appraisal techniques. If
290 the appraisal does not conform to the requirements of this section and any applicable

291 administrative regulations, the appraisal shall be corrected and resubmitted. In the event
292 the city administrator or designee accepts the methodology of the appraisal but disagrees
293 with the appraised value, (s)he may engage another MAI appraiser at the city's expense
294 and the value shall be an amount equal to the average of the two (2) appraisals. If either
295 party does not accept the average of the two (2) appraisals, a third appraisal shall be
296 obtained, with the cost of said third appraisal being shared equally by the city and the
297 owner or applicant. The third appraiser shall be selected by the first two (2) appraisers
298 and the third appraisal shall be binding on the parties.

299

300 (2) The value of the construction of an improvement to the fire department or the value
301 of conveyed capital equipment shall be based upon the actual cost of construction or
302 acquisition of said improvement or capital equipment as certified by a professional
303 architect or engineer or as shown by a manufacturer's or supplier's invoice. However, as
304 to the construction of improvements to the fire department, in no event shall any credit be
305 granted in excess of the estimated construction costs provided by a professional architect
306 or engineer and approved by the city unless the construction project is competitively bid,
307 in which case, the credit shall be limited to the actual cost of construction. The cost of
308 professional services shall be competitively bid in accordance with § 287.055, *Florida*
309 *Statutes* in order to be eligible for impact fee credits; and

310

311 (i) If a proposed plan is approved for credit by the city, the applicant or owner and the
312 city shall enter into a credit agreement which shall provide for:

313

314 (1) The timing of actions to be taken by the applicant and the obligations and
315 responsibilities of the applicant, including, but not limited to, the construction standards
316 and requirements to be complied with;

317

318 (2) The obligations and responsibilities of the city council, if any;

319

320 (3) The amount of the credit as determined in accordance with subsection (h) of this
321 section.

322

323 (j) Credits shall expire twenty-four (24) months from the date of the credit agreement.

324

325 (k) A credit for the conveyance of land shall be granted at such time as the property has
326 been conveyed to and accepted by the city. A credit for the construction of an
327 improvement or conveyance of capital equipment to the fire department shall be granted
328 at such time as the construction is completed, approved and accepted by the city or the
329 time the capital equipment is approved and accepted by the city. The administration of
330 said contribution credits shall be the responsibility of the city administrator or designee.

331

332 (l) Any applicant or owner who submits a proposed plan pursuant to this section and
333 desires the issuance of a building permit or other final development order prior to
334 approval of the proposed plan shall pay the applicable fire/EMS impact fee imposed
335 herein. Any difference between the amount paid and the amount due, should the city

336 administrator or designee approve and accept the proposed plan, shall be refunded to the
337 applicant or owner.

338

339 (m) The land or capital equipment or facilities conveyed or constructed, shall only
340 provide improvements required to accommodate growth.

341

342 (n) The actual cost for processing of and fees for legal preparation or review of a credit
343 agreement shall be paid by the applicant prior to acceptance of the agreement by city
344 council.

345

346 (p) All or a portion of credits provided pursuant to this section may be transferred from
347 one (1) fire/EMS impact construction site to another. Untimely requests to transfer credits
348 shall not be considered, nor shall the city council consider a request to transfer any
349 fire/EMS impact fee credits distributed by the city to any owner of record prior to the
350 effective date of this subsection, unless the project was specifically approved at the time
351 of submittal to allow the future transfer of such credits. The owners of the two sites shall
352 submit a notarized agreement regarding the transfer which provides a legal description of
353 both properties. The actual cost for processing of and fees for legal review of the
354 agreement shall be paid by the parties prior to the city accepting the transfer. Costs for
355 transferring credits shall be imposed by resolution of the city council. Upon acceptance
356 by city council, the city shall notify both parties by certified mail, return receipt
357 requested. The property owner surrendering the credit shall be responsible for paying
358 impact fees imposed by this chapter when the property is developed.

359

360 **Sec. 12-148.** Refund of Impact Fees Paid.

361

362 (a) If a building permit or final development order expires or is canceled without
363 commencement of the construction, the owner of record shall be entitled to a refund,
364 without interest, of the impact fee. The owner of record shall submit an application for
365 the refund to the city administrator, or designee, within one hundred eighty (180) days of
366 the expiration of the permit or final development order. Failure to submit the application
367 for refund within the time specified constitutes a waiver of any claim to such monies.
368 Upon review of the completed application the city administrator shall issue the refund if
369 it is clear the building permit or final development order has expired without the
370 commencement of construction.

371

372 (b) Any funds not expended or encumbered by the end of the calendar quarter
373 immediately following six (6) years from the date the impact fee was paid shall, upon
374 application of the owner of record, be returned to such owner of record without interest
375 provided that the owner of record submits an application for a refund to the city
376 administrator or designee. This six-year period may be extended by action of the city
377 council for up to an additional three (3) years. Failure to submit the application within the
378 time specified herein constitutes a waiver of any claim to such monies. The city council
379 shall issue such refund if a determination is made that the impact fees were not expended
380 or encumbered within the time specified.

381

382 **Sec. 12-149.** Appeals.
383

384 Any person who disagrees with a decision or interpretation of this chapter may appeal to
385 the city administrator or designee by filing a written notice of appeal within ten (10) days
386 after the date of the action or decision complained of. The written notice of appeal shall
387 set forth concisely the action or decision appealed as well as the grounds upon which the
388 appeal is based. The city administrator or designee shall consider all facts material to the
389 appeal and render a written decision within thirty (30) days of receiving the appeal. Any
390 person who disagrees with the decision of the city administrator or designee may appeal
391 to the city council by filing a written notice of appeal with the city administrator's office
392 setting forth concisely the decision appealed within ten (10) days after the date of the city
393 administrator's decision. The appeal shall be set for the next available city council
394 meeting for consideration. At the meeting the city council shall render a verbal decision.
395 The minutes of the meeting shall constitute the city's final written decision and shall
396 constitute final administrative review.
397

398 **SECTION 2.** Chapter 26, Article VI of the Apopka Code of Ordinances is
399 hereby created, entitled "Police Impact Fees":
400

401 **ARTICLE VI. POLICE IMPACT FEES**
402

403 **Sec. 12-160** Intent and Purpose.
404

405 (a) The city council expressly finds that the improvements and additions to the police
406 department to be funded by police impact fees provide a benefit to all police impact
407 construction within the city that is in excess of the actual police impact fees. The capital
408 facilities funded by impact fees shall provide law enforcement services to the new users
409 within the city.
410

411 (b) The purpose of this article is to require payment of police impact fees by those who
412 engage in police impact construction and to provide for the cost of capital improvements
413 which are required to accommodate such growth. This article shall not be construed to
414 permit the collection of police impact fees in excess of the amount reasonably anticipated
415 to offset the demand on the city police department generated by such applicable police
416 impact construction.
417

418 (c) The revision and re-imposition of a police impact fee is to provide a source of
419 revenue to fund the construction or improvement of the police department necessitated by
420 growth.
421

422 (d) City council hereby ratifies, adopts, and incorporates herein the "Municipal Impact
423 Fee Study" dated August 31, 2016, prepared by PRMG as the city's police impact fee
424 study, particularly as the report relates to the allocation of a fair share of costs of public
425 facilities required to provide police protection services necessary to serve new
426 development in the city.
427

428 (e) All impact fees established herein are calculated based on the city's most recent and
429 localized data. Any future amendment to the amount of these impact fees shall be based
430 on the city's most recent and localized data available at that the time of amendment.

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433

434 **Sec. 12-161.** Definitions.

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437

The following definitions shall apply to this Article:

438 *Police Impact Construction* shall mean any improvement to land which shall
439 generate the need for police services.
440

441 *Nonresidential* includes all land uses not otherwise specified as residential or
442 exempted as set forth herein. This shall include, but is not limited to day care
443 facilities, residential care facilities, nursing homes, boarding houses, educational
444 facilities, cultural facilities, churches, all commercial uses, all transient lodging
445 and entertainment facilities except those which are temporary in nature, all
446 automotive facilities and/or structures, all miscellaneous business uses and
447 services and all industrial uses.

448
449 *Residential* includes single-family dwellings, duplex dwellings, mobile homes,
450 multiple family dwelling units, accessory dwelling units, accessory residential
451 structures.
452

453 **Sec. 12-162.** Imposition.

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458

(a) Any person who seeks to develop real property located in the city by applying for a
building permit, development order, or other permit for police impact construction
occurring within the city shall pay the following police impact fees which are based on
the city's most recent and localized data:

459 *Police Impact Fee Schedule*

460 TABLE INSET:

Development Type	Impact Fee
Residential	
<i>Dwelling</i>	\$597.60
Non-residential	
<i>Retail and Food Service</i>	\$0.800 / Sq. Ft.
<i>Office</i>	\$0.232 / Sq. Ft.

<i>Government, Institutional, Hotels</i>	\$0.432 / Sq. Ft.
<i>Industrial</i>	\$0.056 / Sq. Ft.
<i>All Others</i>	\$0.328 / Sq. Ft.

461

462 (b) The city may charge an administrative charge for the collection of impact fees,
463 however, in no event shall such administrative charge exceed the actual cost incurred by
464 the city for collection of the impact fees. If the option to establish an administrative
465 charge is exercised, then such administrative charge shall be set by resolution of City
466 Council.

467

468 (c) No less than 90 days notice shall be provided to the public before the effective date of
469 any amendment to this ordinance which imposes a new or increased impact fee.

470

471 **Sec. 12-163.** Impact Fee Trust Account and Use of Monies.

472

473 (a) There is established a trust account for the police impact fees, designated as the
474 "police impact fee trust account," which shall continue to be maintained separate and
475 apart from all other accounts of the city.

476

477 (b) The funds collected by reason of establishment of the police impact fees in
478 accordance with this Article shall be used solely for the purpose of acquisition of
479 facilities and equipment determined to be needed to provide police protection for new
480 development within the city. Said funds shall not be used to maintain or repair existing
481 police facilities or equipment or to acquire facilities or equipment to serve existing
482 development.

483

484 (c) The City shall spend funds on a first in, first out basis.

485

486 **Sec. 12-164.** Accounting Report and Periodic Adjustments.

487

488 The city administrator or designee shall provide an accounting report annually to the city
489 council indicating the amount of fees collected under this article and the amount of fees
490 distributed. The city council shall review the report of the city administrator or designee.
491 The purpose of this review is to analyze use and availability of funds, as well as the
492 effects of inflation on the actual costs of capital improvements, and to review and revise,
493 if necessary, the fee charged new development to ensure it will not exceed its pro rata
494 share for the reasonably anticipated expansion costs of capital improvements for police
495 services necessitated by new development.

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Sec. 12-165. Exemptions.

(a) The following shall be exempt from payment of police impact fees:

(1) An alteration or expansion of an existing dwelling unit where no additional dwelling units are created and the use is not changed.

(2) The construction of an accessory building or structure to a residential use which will not create additional uses or an increase in density of the residential development.

(3) The replacement of an existing dwelling unit of the same type and use where no additional dwelling units are created.

(4) The replacement of a lawfully permitted structure, the building permit for which was issued on or before the effective date of this ordinance, or the replacement of a structure that was constructed subsequent thereto and for which the correct police impact fees which were owed at the time the building permit was applied for, were paid or otherwise provided for with a new structure of the same use and at the same location with no increase of density or intensity of development.

(5) A building permit for which the police impact fees have been or will be paid or otherwise provided for pursuant to a written agreement, zoning approval or development order pertaining to development which, by the specific written terms thereof, clearly and unequivocally was intended to provide for the full mitigation of impacts to police facilities by enforcement of the agreement, zoning approval or development order, and not by the application of this ordinance.

(6) A building permit which pertains to residential development which does not result in any additional impact on police facilities and hence cannot be classified as police impact construction; provided, however, that all development shall be presumed to be police impact construction and cause additional impacts on police facilities.

(7) An exemption must be claimed by the feepayer at the time of the issuance of a building permit development order, or other permit. Any exemption not so claimed shall be deemed irrevocably waived by the feepayer.

Sec. 12-166. Individual Calculation of Police Impact Fees.

(a) In the event police impact construction involves a particular land use, and it is unclear which land use category set forth herein applies, the city administrator or designee shall determine the impact to be generated by the proposed police impact construction and shall calculate the appropriate police impact fees utilizing the methodology contained in the police impact fee study. The city administrator or designee shall utilize as a standard in this determination the impact assumed in the most similar

541 police impact fee land use category or any other generally accepted standard source of
542 planning and cost impact analysis.

543

544 (b) In the event a police impact construction involves more than one (1) police impact
545 fee land use category, the city administrator or designee shall calculate the police impact
546 fees based upon the impact to be generated by each separate police impact fee land use
547 category included in the proposed police impact construction.

548

549 (c) The city council may adopt administrative regulations by resolution to ensure that
550 any affordable housing unit that has received a certificate of affordability from the
551 federal, state, or county government remains affordable.

552

553 **Sec. 12-167.** Conveyance of Land or Equipment and Impact Fee Credits; Transfer of
554 Credits.

555

556 (a) In order to provide lands to meet the need for police department sites created by
557 police impact construction or to provide necessary city police capital equipment or
558 facilities, a developer of police impact construction may convey suitable land, capital
559 equipment or facilities, to the city in lieu of paying the police impact fee imposed herein,
560 as agreed to by the city. However, no impact fee reduction shall exceed the amount of the
561 police impact fee imposed in this article.

562

563 (b) Any land, capital equipment, or facilities conveyed to the city in lieu of paying the
564 police impact fee imposed herein must be acceptable to the city in terms of suitable size,
565 dimension, soil type, topography, location, accessibility and general character, type and
566 specifications.

567

568 (c) Subject to the terms and conditions of this section credit shall be granted against the
569 police impact fee imposed herein for the conveyance of land, capital equipment or
570 facilities that is required pursuant to a development order or permit or made voluntarily in
571 connection with police impact construction. Such conveyance, equipment or facilities
572 shall be subject to the approval and acceptance of city council.

573

574 (d) No credit shall be given for the conveyance of land, capital equipment or
575 construction of facilities unless such property is conveyed in fee simple or a bill of sale is
576 executed to the city without further consideration.

577

578 (e) No impact fee reduction shall be allowed for private security measures or
579 improvements with only an indirect benefit for police protection to the general public.

580

581 (f) Prior to issuance of a building permit, or if no building permit is required, prior to the
582 issuance of the final development order, the applicant shall submit a proposed plan for
583 conveyance or contributions to the police department to the city administrator or
584 designee. The proposed plan shall include:

585

- 586 (1) A designation of the police impact construction for which the plan is being
587 submitted;
588
- 589 (2) A legal description of any land proposed to be conveyed and a written appraisal
590 prepared in conformity with subsection (h) of this section;
591
- 592 (3) A list of the contemplated contributions to the police department and an estimate of
593 the proposed construction costs certified by a professional architect or engineer or an
594 estimate of the proposed value of a proposed conveyance of capital equipment; and
595
- 596 (4) A proposed time schedule for completion of the proposed plan.
597
- 598 (g) Within sixty (60) days after receipt, the city administrator or designee shall
599 recommend approval or denial of the proposed plan in accordance with subsection (h) of
600 this section and, if approval is recommended, establish the amount of credit in
601 accordance with subsection (i) of this section.
602
- 603 (h) In reviewing the proposed plan, the city administrator or designee shall determine:
604
- 605 (1) If such proposed plan is in conformity with needed contemplated improvements and
606 additions to the police department;
607
- 608 (2) If the proposed conveyance of land or capital equipment and construction by the
609 applicant is consistent with the public interest; and
610
- 611 (3) If the proposed time schedule is consistent with the capital improvement program for
612 the police department.
613
- 614 (i) The amount of developer contribution credit shall be determined as follows:
615
- 616 (1) The value of conveyed land shall be based upon a written appraisal of fair market
617 value as determined by a Member Appraisal Institute (MAI) appraiser who was selected
618 and paid for by the applicant, and who used generally accepted appraisal techniques. If
619 the appraisal does not conform to the requirements of this section and any applicable
620 administrative regulations, the appraisal shall be corrected and resubmitted. In the event
621 the city administrator or designee accepts the methodology of the appraisal but disagrees
622 with the appraised value, (s)he may engage another MAI appraiser at the city's expense
623 and the value shall be an amount equal to the average of the two (2) appraisals. If either
624 party does not accept the average of the two (2) appraisals, a third appraisal shall be
625 obtained, with the cost of said third appraisal being shared equally by the city and the
626 owner or applicant. The third appraiser shall be selected by the first two (2) appraisers
627 and the third appraisal shall be binding on the parties.
628
- 629 (2) The value of the construction of an improvement to the police department or the
630 value of conveyed capital equipment shall be based upon the actual cost of construction
631 or acquisition of said improvement or capital equipment as certified by a professional

632 architect or engineer or as shown by a manufacturer's or supplier's invoice. However, as
633 to the construction of improvements to the police department, in no event shall any credit
634 be granted in excess of the estimated construction costs provided by a professional
635 architect or engineer and approved by the city unless the construction project is
636 competitively bid, in which case, the credit shall be limited to the actual cost of
637 construction. The cost of professional services shall be competitively bid in accordance
638 with § 287.055, *Florida Statutes* in order to be eligible for impact fee credits; and
639

640 (j) If a proposed plan is approved for credit by the city, the applicant or owner and the
641 city shall enter into a credit agreement which shall provide for:

642
643 (1) The timing of actions to be taken by the applicant and the obligations and
644 responsibilities of the applicant, including, but not limited to, the construction standards
645 and requirements to be complied with;

646
647 (2) The obligations and responsibilities of the city council, if any;

648
649 (3) The amount of the credit as determined in accordance with subsection (i) of this
650 section.

651

652 (k) Credits shall expire twenty-four (24) months from the date of the credit agreement.

653

654 (l) A credit for the conveyance of land shall be granted at such time as the property has
655 been conveyed to and accepted by the city. A credit for the construction of an
656 improvement or conveyance of capital equipment to the police department shall be
657 granted at such time as the construction is completed, approved and accepted by the city
658 or the time the capital equipment is approved and accepted by the city. The
659 administration of said contribution credits shall be the responsibility of the city
660 administrator or designee.

661

662 (m) Any applicant or owner who submits a proposed plan pursuant to this section and
663 desires the issuance of a building permit or other final development order prior to
664 approval of the proposed plan shall pay the applicable police impact fee imposed herein.
665 Any difference between the amount paid and the amount due, should the city approve and
666 accept the proposed plan, shall be refunded to the applicant or owner.

667

668 (n) The land or capital facilities conveyed or constructed, or the equipment conveyed,
669 shall only provide improvements required to accommodate growth.

670

671 (o) The actual cost for processing of and fees for legal preparation or review of a credit
672 agreement shall be paid by the applicant prior to acceptance by city council.

673

674 (p) All or a portion of credits provided pursuant to this section may be transferred from
675 one (1) police impact construction site to another. Untimely requests to transfer credits
676 shall not be considered, nor shall the city council consider a request to transfer any police
677 impact fee credits distributed by the city to any owner of record prior to the effective date

678 of this subsection, unless the project was specifically approved at the time of submittal to
679 allow the future transfer of such credits. The owners of the two sites shall submit a
680 notarized agreement regarding the transfer which provides a legal description of both
681 properties. The actual cost for processing of and fees for legal review of the agreement
682 shall be paid by the parties prior to the city accepting the transfer. Costs for transferring
683 credits shall be imposed by resolution of the city council. Upon acceptance by the city
684 council, the city shall notify both parties by certified mail, return receipt requested. The
685 property owner surrendering the credit shall be responsible for paying impact fees
686 imposed by this chapter when the property is developed.

687
688

689 **Sec. 12-168.** Refund of Impact Fees Paid.

690

691 (a) If a building permit or final development order expires or is canceled without
692 commencement of the construction the owner of record shall be entitled to a refund,
693 without interest, of the impact fee. The owner of record shall submit an application for
694 the refund to the city administrator, or designee, within one hundred eighty (180) days of
695 the expiration of the permit or final development order. Failure to submit the application
696 for refund within the time specified constitutes a waiver of any claim to such monies.
697 Upon review of the completed application the city administrator or designee shall issue
698 the refund if it is clear the building permit or final development order has expired without
699 the commencement of construction.

700

701 (b) Any funds not expended or encumbered by the end of the calendar quarter
702 immediately following six (6) years from the date the impact fee was paid shall, upon
703 application of the owner of record, be returned to such owner of record without interest
704 provided that the owner of record submits an application for a refund to the city
705 administrator or designee. This six-year period may be extended by action of the city
706 council for up to an additional three (3) years. Failure to submit the application within the
707 time specified herein constitutes a waiver of any claim to such monies. The city council
708 shall issue such refund if a determination is made that the impact fees were not expended
709 or encumbered within the time specified.

710

711 **Sec. 12-169.** Appeals.

712

713 Any person who disagrees with a decision or interpretation of this chapter may appeal to
714 the city administrator or designee by filing a written notice of appeal within ten (10) days
715 after the date of the action or decision complained of. The written notice of appeal shall
716 set forth concisely the action or decision appealed as well as the grounds upon which the
717 appeal is based. The city administrator or designee shall consider all facts material to the
718 appeal and render a written decision within thirty (30) days of receiving the appeal. Any
719 person who disagrees with the decision of the city administrator or designee may appeal
720 to the city council by filing a written notice of appeal with the city administrator's office
721 setting forth concisely the decision appealed within ten (10) days after the date of the city
722 administrator's decision. The appeal shall be set for the next available city council
723 meeting for consideration. At the meeting the city council shall render a verbal decision.

724 The minutes of the meeting shall constitute the city's final written decision and shall
725 constitute final administrative review.

726

727 **SECTION 3.** Codification. It is the intent of the City Council of the City of
728 Apopka that the provisions of this Ordinance shall be codified. The codifier is granted
729 broad and liberal authority in renumbering and codifying the provision of this Ordinance;
730 article and section numbers assigned throughout are suggested by the City, consistent
731 with impact fee chapters of other municipalities.

732

733 **SECTION 4.** Severability. If any section, sentence, phrase, word or portion of
734 this Ordinance is determined to be invalid, unlawful or unconstitutional, said
735 determination shall not be held to invalidate or impair the validity, force or effect of any
736 other section, sentence, phrase, word or portion of this Ordinance not otherwise
737 determined to be invalid, unlawful or unconstitutional.

738

739 **SECTION 5.** Conflicts. This Ordinance supersedes all previous Ordinances
740 relating to fire and police impact fees previously adopted by the City of Apopka, and
741 such Ordinances are hereby vacated and deleted in their entireties. In any case where a
742 provision of this Ordinance is found to be in conflict with a provision of any other
743 existing ordinance of this City, the provision which establishes the higher standards for
744 the promotion and protection of the health and safety of the people shall prevail.

745

746 **SECTION 6.** Effective Date. This Ordinance shall become effective on
747 _____, 2017, or ninety (90) days from the date of the advertised notice for this
748 Ordinance, pursuant to §163.31801, Florida Statutes.

749

750 **PASSED AND ORDAINED** this ____ day of _____, 2017, by the City
751 Council of the City of Apopka, Florida.

752

READ FIRST TIME: _____

READ SECOND TIME

AND ADOPTED: _____

Joseph E. Kilsheimer, Mayor

753

754

755

756

757 ATTEST:

758

759

760

761 _____

762 Linda G. Goff, City Clerk

763

764

765 APPROVED as to form and legality for

766 use and reliance by the City of Apopka,

767 Florida.

768

769

770

771 _____

772 Clifford B. Shepard, City Attorney

773

774

775 DULY ADVERTISED FOR PUBLIC HEARING:

776 _____

777

Backup material for agenda item:

2. Ordinance No. 2544 - First Reading - Parks and Recreation Impact Fees

Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
 FROM: Administration
 EXHIBITS: Ordinance 2543 & 2544
 Presentations & Studies

SUBJECT: FIRE, POLICE AND RECREATION IMPACT FEES

REQUEST: ACCEPTANCE OF ORDINANCE 2543 BY VOTE OF THE CREATION OF NEW FIRE AND POLICE IMPACT FEES AND ACCEPTANCE OF ORDINANCE 2544 BY VOTE TO MODIFY EXISTING PARK AND RECREATION IMPACT FEES

SUMMARY:

The City contracted with Public Resources Management Group [PRMG] to conduct a study needed to support its ability to charge impact fees on new construction for both Fire and Police future capital needs. It also contracted with them to study possible modifications to existing Parks and Recreation impact fees. All three completed studies have been previously discussed with Council in workshop settings. Following this staff report are the actual studies produced by [PRMG] along with PowerPoint presentations condensing the information found within each study.

As for the actual fees for Fire, Police and Parks and Recreation, the study supports charging the following impacts on new construction:

Study Supported Police Impact Fees

Single Family Residential Home	\$747.00	Per Dwelling Unit
Retail and Food Service	\$ 1.00	Per Square Foot
Office	\$.29	Per Square Foot
Government, Institutional and Hotels	\$.54	Per Square Foot
Industrial	\$.07	Per Square Foot
All Others	\$.41	Per Square Foot

Study Supported Fire Impact Fees

Single Family Residential Home	\$ 708.00	Per Dwelling Unit
Retail and Food Service	\$.64	Per Square Foot
Office	\$.49	Per Square Foot
Government, Institutional and Hotels	\$.87	Per Square Foot
Industrial	\$.07	Per Square Foot
All Others	\$.44	Per Square Foot

Study Supported Park and Recreation Impact Fees

Single Family Residential Home	\$1,060.00	Per Dwelling Unit
--------------------------------	------------	-------------------

**Impact Fees for Parks and Recreation can only be rationally charged to new construction of Single Family Residential Homes.*

The ordinances to be considered follow this staff report and contemplate fees being reduced to 80% of study supported fees. It is staff's recommendation that the City Council direct the ordinances be changed to reflect fees at 100% of those supported by the studies. The same as reflected in this staff report. It should be mentioned that impact fees are only levied on new construction and existing residents are not affected unless they construct a new home. Sales of existing homes and buildings are not affected either.

FUNDING SOURCE:

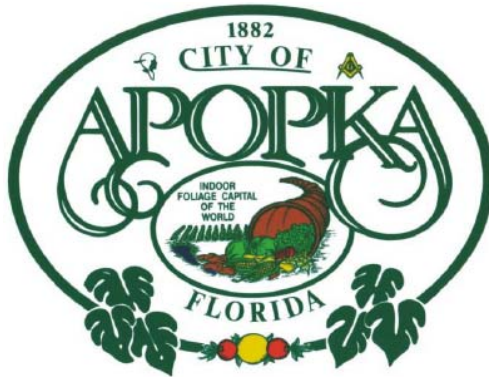
N/A

RECOMMENDATION ACTION:

Vote to adopt the ordinances being presented to establish new Fire and Police Impact Fees and update existing Impact Fees for Parks and Recreation with direction to staff to increase costs shown in the ordinances to those supported by the Impact Fee Studies performed by PRMG. The amended ordinances would then be presented for second reading on January 18, 2017.

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



Presentation to City of Apopka, Florida

MUNICIPAL IMPACT FEE STUDY

Presented: November 2016

PURPOSE OF THE STUDY

- ❖ Provide the Basis for Proposed Impact Fees for Municipal Services
 - Parks and Recreation Services

- ❖ City Currently Charges \$241.05 per Residential Unit and \$50.00 per Hotel/Motel Unit

- ❖ Fees In Place Since 1991
 - Review Was Performed In 2006 But Was Not Adopted By The City

BACKGROUND

The Basis for Impact Fees and Related Criteria Have Been Developed Under Florida Statutes and Case Law.

❖ Dual Rational Nexus

- Relate Capital Needs to Growth
- Relate Capital Expenditures to Growth

❖ Revenue-Producing Ordinance

❖ Maintain Separate Accounting

MAJOR OBJECTIVES AND CRITERIA

- ❖ Impact Fees Should be Based on the Capital Cost Requirements Anticipated for Providing Service to New Development
- ❖ Impact Fees Should be Based Upon Reasonable Level of Service Standards that Meet the Needs of the City
- ❖ Impact Fees Should Not be Used to Fund Deficiencies in Capital Needs of the City or Pay for Any Operating Costs

IMPACT FEE STUDY TASKS

- ❖ **Compile Service Area Forecast**
- ❖ **Identify Level of Service Standards**
- ❖ **Review Existing Assets and Future Capital Needs**
- ❖ **Develop Proposed Impact Fee Alternatives**
- ❖ **Review Impact Fee Ordinance**

FEE CALCULATION METHODOLOGY

- ❖ Identify Costs to Serve Future Growth
- ❖ Total Allocated Costs Divided by Projected Change in Units
 - Residential Housing Units
- ❖ Rate Calculated Per Unit of Growth
 - Residential Fee per Housing Unit

CITY SERVICE AREA FORECAST

Existing and Projected Population and Dwelling Units [1]

<u>Year</u>	<u>Total Population</u>	<u>Total Dwelling Units</u>	<u>Average Persons Per Household</u>
2000	26,642	10,091	2.64
2010	41,542	15,707	2.64
2014	45,669	17,160	2.66
2016	47,695	17,921	2.66
2020	52,019	19,546	2.66
2021	53,160	19,975	2.66
2025	57,981	21,786	2.66
2040	80,286	30,167	2.66

[1] Based on the 2000 and 2010 U.S. Census and estimates for 2014 and 2040 as obtained from the Bureau of Economic and Business Research and Florida Housing Data Clearinghouse.

PARKS AND RECREATION SERVICES

- ❖ Existing Level of Service (LOS)
 - 3.0 Open-Space Acres per 1,000 Residents
 - City Currently Has Approximately 340 Acres of Open Space
 - Approx. 245.59 Acres of Developed Land
 - Approx. 94.01 Acres of Undeveloped Land
 - Current Surplus of Approximately 103 Compared to Required LOS (196 Acres if Including Undeveloped Land)
 - City Currently Provides 12 Different Facilities Which Include Outdoor Parks, Community Centers, Ballfields, etc.

PARKS AND RECREATION SERVICES

❖ Summary of Capital Costs

● Cost of Existing Facilities –	\$26,130,911
● Cost of Future Facilities –	<u>8,099,960</u>
● Total Cost of Facilities –	34,230,871
● Grants & Contributions –	<u>(2,254,392)</u>
● Total Net Facilities Cost –	\$31,976,479

❖ Estimated Future Residential Units 2040 – 30,167

❖ Estimated Current Residential Units 2016 – 17,921

❖ Projected Growth in Residential Units – 12,246

- Percentage Allocable to New Growth – 40.59%

PARKS AND RECREATION SERVICES

❖ Summary of Capital Costs

- Total Net Facilities Cost – \$31,976,479
- % Allocable to Growth – 40.59%
- Cost of Allocable Facilities – \$12,980,579

❖ Proposed Impact Fee Calculation

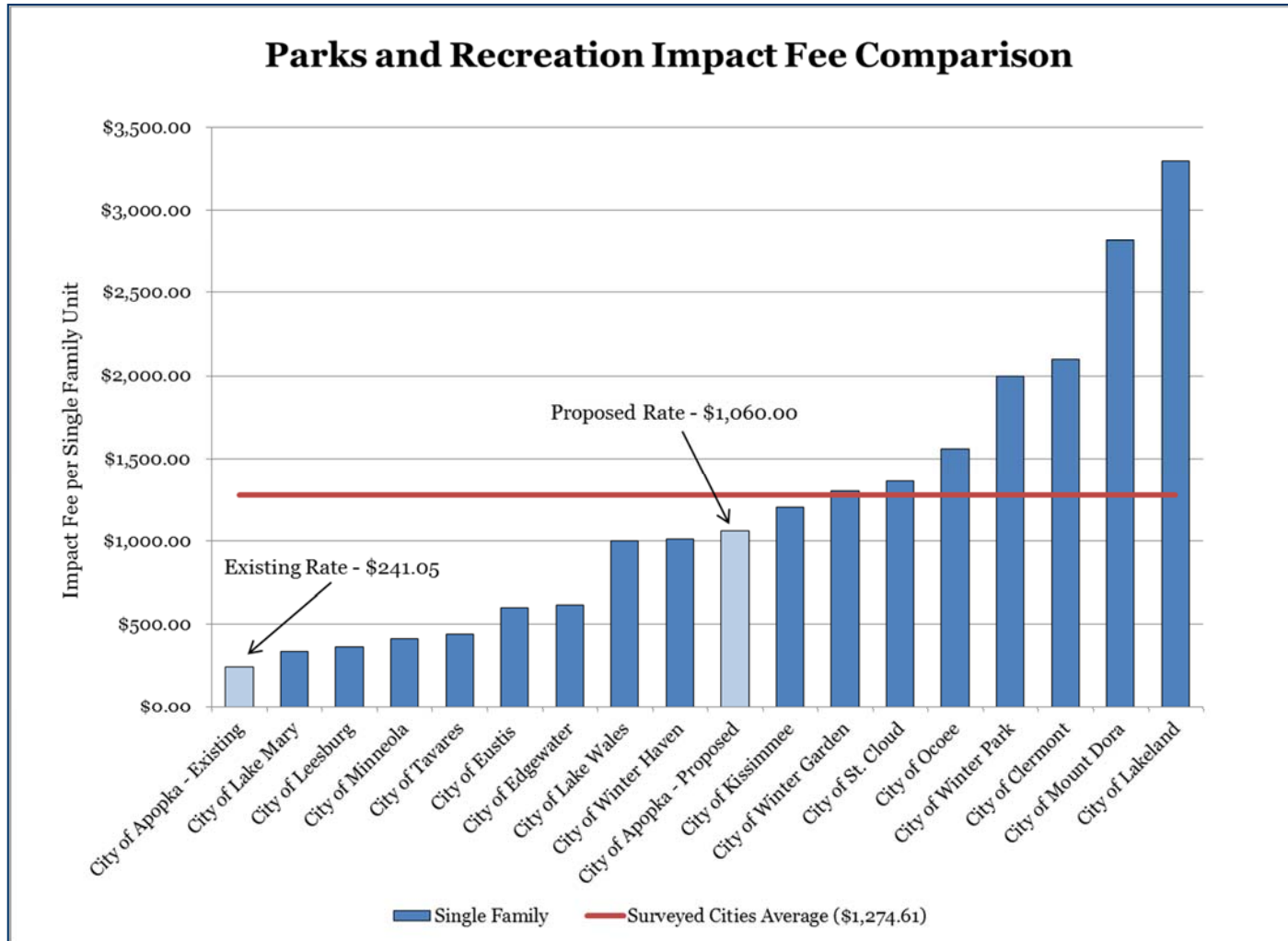
- Cost of Allocable Facilities – \$12,980,579
- Projected Growth in Units – 12,246
- Cost Per Unit – \$1,060.00

PARKS AND RECREATION SERVICES

Existing and Proposed Impact Fees

<u>Existing Rates</u>	<u>Measure</u>	<u>Fee Amount</u>
Residential Impact Fee	Dwelling	\$241.05
Hotel / Motel Impact Fee	Unit	\$50.00
<u>Proposed Rates</u>		
Residential Impact Fee	Dwelling	\$1,060.00
Hotel / Motel Impact Fee	N/A	N/A
Other Community Averages	Dwelling	\$1,274.61

PARKS AND RECREATION SERVICES



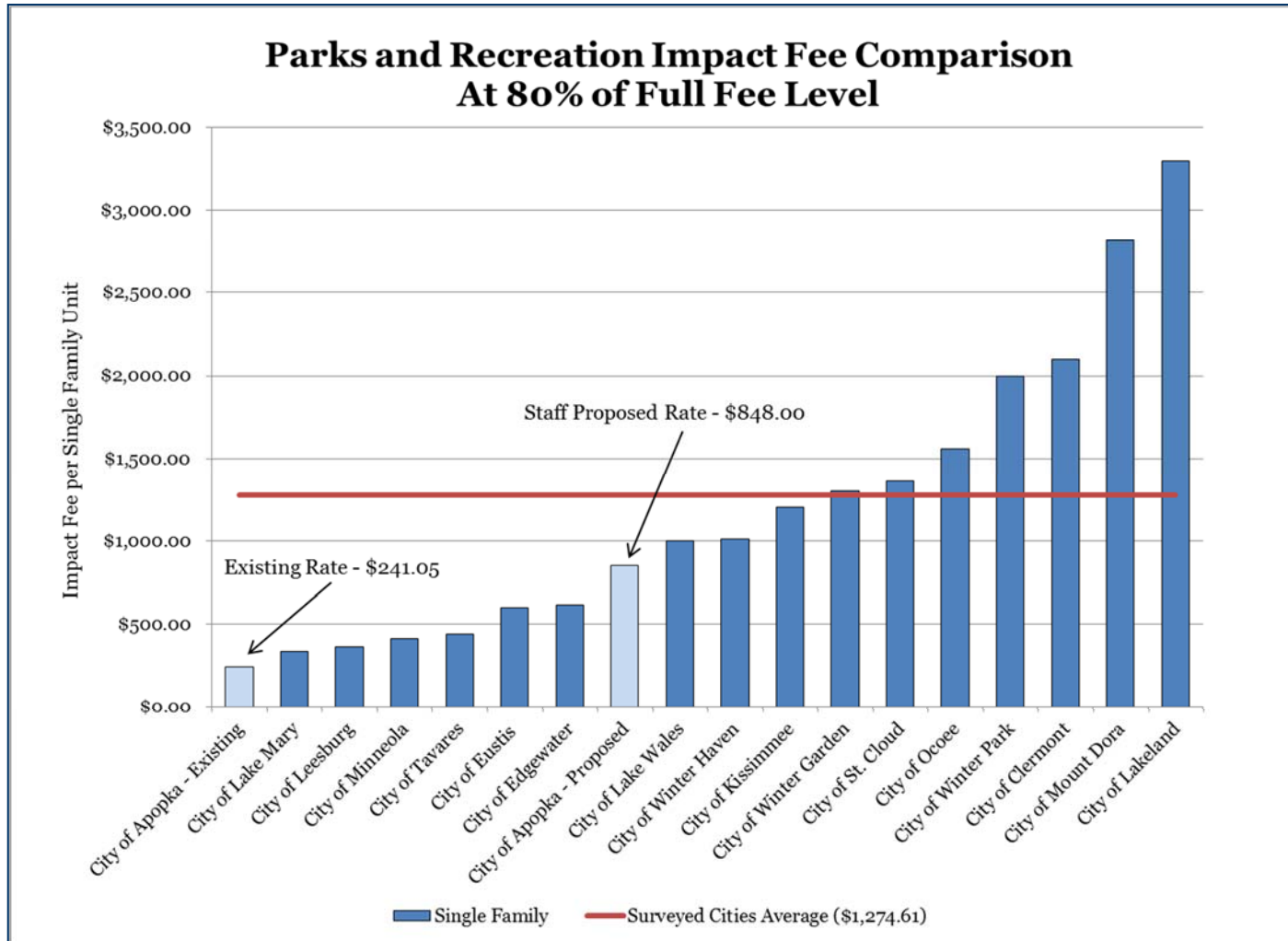
STAFF PROPOSED IMPACT FEE LEVELS

Existing and Proposed Residential Impact Fees

<u>Residential</u>	<u>Measure</u>	<u>Fee Amount</u>
Existing Impact Fee	Dwelling	\$241.05
<u>Proposed Parks and Recreation Fee</u>		
Full Impact Fee	Dwelling	\$1,060.00
Staff Proposed Impact Fee [*]	Dwelling	\$848.00
Other Community Averages	Dwelling	\$1,274.61

[*] Based on 80% of Full Fee Level being adopted. Fees can be incrementally phased-in to full level over time.

PARKS AND RECREATION SERVICES



SINGLE FAMILY ALL IN FEE COMPARISON

Impact Fee Type	Orange County	Apopka Existing	Apopka Full Fee	Staff Proposed
Police [1]	\$271.00	N/A	\$747.00	\$597.60
Fire / EMS [1]	270.00	N/A	708.00	566.40
Parks & Recreation [1]	971.00	\$241.00	1,060.00	848.00
Transportation [2]	3,761.00	3,101.00	3,101.00	3,101.00
Water (W/O RC) [2]	1,791.00	1,276.00	1,276.00	1,276.00
Wastewater [2]	<u>3,346.00</u>	<u>4,775.00</u>	<u>4,775.00</u>	<u>4,775.00</u>
Total	\$10,410.00	\$9,393.00	\$11,667.00	\$11,164.00

[1] Proposed Fees for Police, Fire and Parks & Recreation shown at 80% of full amount.

[2] Fees shown remaining at existing level as recent studies were for Police, Fire, and Parks & Recreation only.



CONCLUSIONS

- ❖ **Impact Fees Are Necessary to Fund the Capital and Infrastructure Demands That New Development Places on the City**
- ❖ **Maintaining These Fees at Artificially Low Levels Has Placed, and Will Continue to Place, the Burden of Providing These Capital and Infrastructure Necessities on Current Residents As Opposed to the New Growth that Is Creating the Demand**

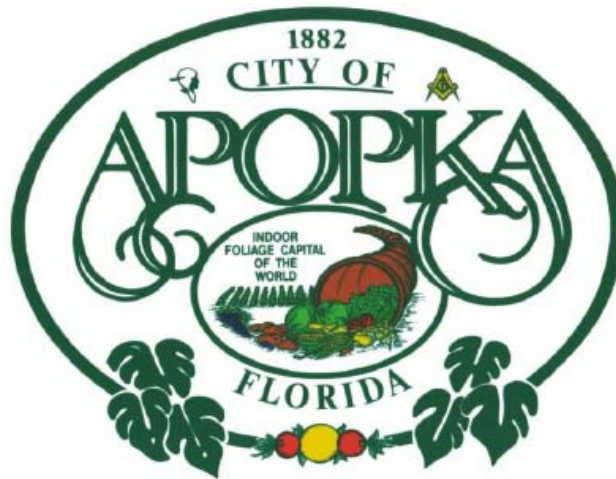
RECOMMENDATIONS

- ❖ **Adopt Proposed Impact Fees**
 - Consider Percentage of Proposed Fee
 - Consider Appeal Process / Dispute Resolution
- ❖ **Review Fees Periodically (Every 3-5 Years)**
 - Development Trends
 - Capital Needs
 - Cost Allocation Process
- ❖ **Maintain Separate Accounting for Collection and Usage of Fees**



Questions & Discussion

CITY OF APOPKA, FLORIDA



PARKS AND RECREATION IMPACT FEE STUDY

November 28, 2016



Public Resources Management Group, Inc.

Utility, Rate, Financial, and Management Consultants



November 28, 2016

Honorable Mayor and
Members of the City Council
City of Apopka
120 E. Main Street
Apopka, FL 32703

Subject: Parks and Recreation Impact Fee Study

Ladies and Gentlemen:

We have completed our study of the municipal impact fees for parks and recreation services for the City of Apopka (the "City") and have summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for your consideration. This report summarizes the basis for the proposed impact fees in order to provide funds to meet the City's capital expenditure requirements for such services allocable to growth.

During the course of the study, it was determined that the proposed impact fees should meet a number of goals and objectives. These goals and objectives primarily deal with fee sufficiency and level. Specifically, the major objectives considered in this study include:

- The Impact Fees should be sufficient to fund the projected capital requirements associated with providing service capacity related to new growth and development;
- The Impact Fees should not be used to fund deficiencies in operating or capital needs of the City, if any; and
- The Impact Fees should be based upon a reasonable level of service standards that meet the needs of the City and are comparable to industry standards.

The proposed parks and recreation impact fees presented in this report should meet these objectives. As such, based on information provided by the City staff and the assumptions and considerations reflected in this report, Public Resources Management Group, Inc. considers the proposed fees to be cost-based, reasonable, and representative of the capital funding requirements of the City's parks and recreation services that are related to providing service to new development.

Honorable Mayor and Members of the City Council
City of Apopka
November 28, 2016
Page 2

We appreciate the cooperation and assistance given to us by the City and its staff in the completion of the study.

Very truly yours,

Public Resources Management Group, Inc.



Henry L. Thomas
Vice President



Shawn Ocasio
Rate Consultant

HLT/sao

CITY OF APOPKA, FLORIDA
PARKS AND RECREATION SERVICES IMPACT FEE STUDY

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CITY OF APOPKA, FLORIDA
PARKS AND RECREATION SERVICES IMPACT FEE STUDY

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EXECUTIVE SUMMARY AND RECOMMENDATIONS

CITY OF APOPKA, FLORIDA

PARKS AND RECREATION SERVICES IMPACT FEE STUDY

EXECUTIVE SUMMARY AND RECOMMENDATIONS

EXECUTIVE SUMMARY

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to new development responsible for such costs. To the extent population growth and associated development requires capacity-related capital costs to provide municipal services, equity and modern capital funding practices suggest the assignment of such costs to the new development responsible for such costs. Thus, the collection of impact fees is an appropriate funding strategy that the city of Apopka (the "City") can use to help fund Parks and Recreation services that will be required by new development.

Public Resources Management Group, Inc. ("PRMG") was retained by the City to develop proposed impact fees for Parks and Recreation Services and this report summarizes the development of proposed impact fees associated with providing such services.

Based on the assumptions, considerations and discussions set forth in this report, the following summarizes the proposed impact fees for the various City residential classifications as follows:

<u>Parks and Recreation Services</u>	<u>Proposed Impact Fees</u>
Single Family Residential / Unit	\$1,060.00
Condominium / Unit	\$1,060.00
Planned Unit Development / Unit	\$1,060.00
Multifamily / Unit	\$1,060.00
Retirement Community / Unit	\$1,060.00
Mobile Home / Unit	\$1,060.00
Hotel or Motel / Unit	N/A

The following discussion is a summary of the findings and conclusions developed during our investigation, analyses, and preparation of the proposed fees:

1. The permanent residential population of the City based on estimates developed using Census data and growth estimates provided by City staff is estimated at 47,695 in 2016 and is projected to be approximately 80,286 by 2040, for an average annual growth rate of approximately 2.2%. The estimated total number of households is expected to increase from 17,921 (based on 2.66 persons per household today) to 30,167 for a net gain of 12,246 households during the forecast period from 2016 through 2040.

2. The parks and recreation impact fees are proposed to be charged solely to residential properties. The current practice of collecting parks and recreation impact fees from hotels and motels, while historically utilized by the City, should be ended due to the difficulty of establishing a valid level of service rational nexus for the fee. The proposed application method applies the impact fee per dwelling unit for the residential classes (e.g. single family, multi family, condominium, retirement community, mobile homes, etc.). The utilization of this method of applying parks and recreation fees is common and is used to some degree by all local governments surveyed.
3. The level of service standard for parks, as adopted by the City in its Comprehensive Plan, is based on the amount of open space provided for such services. The current standard for this service is 3.0 acres per 1,000 population.

Based on an inventory of open space dedicated to parks, the City currently has a surplus of available open space, as it relates to the satisfaction of the level of service standards as of the current year.

4. The parks and recreation impact fee was based on both the estimated cost of facilities (buildings, ball fields, basketball courts, picnic facilities, etc.) planned to meet the recreational facility standards assumed for the City and historical capital costs. Based on the expected costs of these facilities and the level of service standard for recreational facilities, the cost per equivalent impact fee unit was determined.

The subsequent sections of this report provide detailed discussions of the development of the proposed impact fees for parks and recreation services.

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INTRODUCTION

SECTION 1

INTRODUCTION

INTRODUCTION

The City of Apopka (the "City") is located in northwest Orange County 12 miles northwest of the City of Orlando, a major metropolitan area. The City comprises 30 square miles and is one of the fastest growing cities in Florida. The municipal services in demand include, among others, parks and recreation services. The City's population as of the 2010 Census was 41,542. The current population is estimated to be 47,695 in 2016. It is anticipated that the City will experience significant growth over the next several years. Based on growth projections obtained from the University of Florida's Bureau of Economic and Business Research and discussions with the City's Planning Department, the population is expected to grow to 80,286 by 2040.

The City does currently charges impacts fees for parks and recreation services but has not updated these fees since 1991. In order to help fund parks and recreation service capacity required to serve new development, the City authorized Public Resources Management Group, Inc. ("PRMG") to develop proposed parks and recreation impact fees.

AUTHORIZATION

PRMG was authorized by the City to evaluate and develop parks and recreation impact fees pursuant to a letter agreement between the City and PRMG. The scope of work for this project, as defined in the letter agreement, was to:

1. For each service, review and analyze the capital requirements of the City that are needed to maintain the level of service standards for parks and recreation service. This analysis includes a review of the City's current and planned investment in parks and recreation facilities.
2. Where appropriate, develop a fee proposed to be charged to new development in order to recover the capital costs associated with providing parks and recreation services. This analysis includes the apportionment of costs among existing and future development, and the development of the fee per equivalent billing unit.
3. Develop a comparison of the impact fees and associated billing attributes for similar charges imposed by other neighboring jurisdictions.
4. Prepare a report that documents our analyses, assumptions, and conclusions for consideration by the City.

CRITERIA FOR IMPACT FEES

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new customers that benefit from the service capacity and facilities funded by such expenditures. To the extent new population growth and associated development requires capacity-related capital costs to provide municipal services, equity and modern capital funding practices suggest the assignment of such costs to the new development responsible for such costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way."

Within the State of Florida, a recently adopted statute authorizes the use of impact fees. The statute was generally developed based on case law before the Florida courts and broad grants of power including the home rule power of Florida counties and municipalities. Section 163.31801 of the Florida Statutes was created on June 14, 2006, and amended in 2009 and 2011. This section is referred to as the "Florida Impact Fee Act." Within this section, the Legislature finds that impact fees are an important source of revenue for local government to use in funding the infrastructure necessitated by new growth. Section 163.31801 of the Florida Statutes, as amended, further provides that an impact fee adopted by ordinance of a county or municipality or by resolution of a special district must, at a minimum:

1. Require that the calculation of the impact fee be based on recent and localized data;
2. Provide for accounting and reporting of impact fee revenues and expenditures in a separate accounting fund;
3. Limit administrative charges for the collection of impact fees to actual costs;
4. Require that notice be provided no less than ninety (90) days before the effective date of an ordinance or resolution imposing a new or increased impact fee; and
5. Requires an affidavit addressed to the Auditor General that the utility has complied with this statute in the Comprehensive Annual Financial Statements.

This section is further reinforced through existing Florida case law and the Municipal Home Rule Powers Act that grants Florida municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, as limited by legislation or as prohibited by state constitution or general law. Florida courts have ruled that the Municipal Home Rule Powers Act grants the requisite power and authority to establish valid impact fees. The authority for Florida governments to implement valid system impact fees is further granted in the Florida Growth Management Act of 1985^[1].

[1] The Act allows for impact fees under land use regulation by stating:

"This section shall be construed to encourage the use of innovative land development regulations which include provisions such as the transfer of development right, incentive and inclusionary zoning, planned unit development, capital charges, and performance zoning."—Florida Statutes, § 163.3202(3).

The initial precedent for impact fees in Florida was set in the Florida Supreme Court decision, *Contractors and Builders Association of Pinellas Authority v. The City of Dunedin, Florida*. In this case, the Court's ruling found that an equitable cost recovery mechanism, such as impact fees, could be levied for a specific purpose by a Florida municipality as a capital charge for services. An impact fee should not be considered as a special assessment or an additional tax. A special assessment is predicated upon an estimated increase in property value as a result of an improvement being constructed in the vicinity of the property. Further, the assessment must be directly and reasonably related to the benefit that the property receives. Conversely, impact fees are not related to the value of the improvement to the property, but rather to the property's use of the public facility and the capital cost thereof.

Until property is put to use and developed, there is no burden upon servicing facilities and the land use may be entirely unrelated to the value or assessment basis of the underlying land. Impact fees are distinguishable from taxes primarily in the direct relationship between amount charged and the measurable quantity of public facilities or service capacity required. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed since tax revenue can be expended for any legitimate public purpose.

Based on Section 163.31801 of the Florida Statutes and existing Florida case law, certain conditions are required to develop a valid impact fee. Generally, it is our understanding that these conditions involve the following issues:

1. The impact fee must meet the "dual rational nexus" test. First, impact fees are valid when a reasonable impact or rationale exists between the anticipated need for additional capital facilities and the growth in population. Second, impact fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the impact fee proceeds and the benefits accruing to the growth from those proceeds.
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users.
3. The impact fee should only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for capacity expansions or other additional capital requirements that are required solely due to growth. Therefore, expenses due to rehabilitation or replacement of a facility serving existing customers (e.g., replacement of a capital asset) or an increase in the level of service should be borne by all users of the facility (i.e., existing and future users). Likewise, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility.
4. The City should maintain an impact fee resolution that explicitly restricts the use of impact fees collected. Therefore, impact fee revenue should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.

Based on the criteria above, impact fees that are summarized in subsequent sections of this report: i) will include only the cost of the capital facilities necessary to serve new customer

growth; ii) will not reflect renewal and replacement costs associated with existing capital assets of the City; and iii) will not include any costs of operation and maintenance of the facilities.

IMPACT FEE METHODS

There are several different methods for the calculation of an impact fee. The calculation is dependent on the type of fee being calculated (e.g., water, wastewater, police, fire/rescue recreation services, transportation, etc.), available cost and engineering data, and the availability of other local data such as household and population projections, current levels of service, and other related items. The proposed impact fees reflected in this report are predominately based on a combination of two methods. These two methods are: i) the improvements-driven method; and ii) the standards-driven method. These methods have been utilized in the development of impact fees for local governments throughout Florida.

The improvements-driven method is an approach that utilizes a specific list of existing or planned capital improvements over a period of time. For example, the fee may correspond to the level of capital improvements that have been identified in the capital improvements element of the Comprehensive Plan or capital improvement budget of the local government. The standards-driven method does not utilize the cost of improvements based on anticipated needs as stated in the capital improvement plan but rather uses a set of theoretical standards to determine the cost of the improvements associated with new growth. For example, the standards-driven method used to calculate parks and recreation services impact fees would consider the cost of each additional acre required to maintain a level of service standard required by the City. As each community may not be reflective of survey results, a City may adopt its own standards, and many do so as part of the Comprehensive Plan. The primary difference between the two methodologies is how the capital costs, which must be recovered from the application of the fee, are calculated.

The impact fees proposed herein for parks and recreation services include the application of both the standards-driven and improvement-driven methods based on the capital improvement plan for the Parks and Recreation Department based on the City's current service level standards.

SUMMARY OF REPORT

In addition to Section 1, this report has been subdivided into two (2) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – Service Area. This section of the report provides a general discussion of the residential land use characteristics. Also presented in this section is the forecast of the residential dwelling unit development that is necessary in the design of the impact fees for the municipal services.

Section 3 – Parks and Recreation Impact Fee. This section discusses the development of the proposed impact fee for parks and recreation service, including the capital requirements associated with providing such services, the methodology for the determination of the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

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SERVICE AREA

SECTION 2

SERVICE AREA

GENERAL

This section provides a general discussion of the current service area, including population and housing statistics and other demographic information related to land use. Additionally, a discussion of the anticipated growth in population and associated growth in residential dwelling units is also contained in this section.

POPULATION AND DEVELOPMENT FORECAST

Regardless of the approach taken to formulate impact fees, it is necessary to develop a forecast of the population of the City in order to: i) have an appropriate planning horizon to ensure that capital improvement needs and costs are apportioned over a suitable growth segment; ii) link LOS requirements to the capital facility plan; and iii) identify any deficiencies in existing capital facilities related to the LOS standards and current population served.

As shown in Table 2-1 at the end of this section, the City's estimated total population as of 2016 was 47,695. Based on information provided by the City, it is estimated that the total population will approach approximately 80,286 residents by the year 2040. Thus, the population growth anticipated by the City is expected to be significant, approximately 2.2% on an average annual basis through the year 2040.

Historical and Projected Population and Dwelling Units			
Year	Total Population	Total Dwelling Units	Average Persons Per Occupied Dwelling Unit
2000 [1]	26,642	10,091	2.64
2010 [1]	41,542	15,707	2.64
2016	47,695	17,921	2.66
2040 [2]	80,826	30,167	2.66

[1] Amounts derived from the 2000 and 2010 Census.

[2] Amounts estimated based on information obtained from the University of Florida's Bureau of Economic and Business Research and discussions with the City's Planning Department.

To the extent the projections of future development materially changes, it would then be appropriate for the City to re-evaluate the impact fees developed in this report.

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Section 2
City of Apopka, Florida
Parks and Recreation Impact Fee Study

List of Tables

Table	Description
2-1	Population Detail and Housing Elements

Table 2-1
City of Apopka, Florida
Parks and Recreation Impact Fee Study

Population Detail and Housing Elements [1]

Line No.	Fiscal Year	Annual Average Rate	Projected Total Population	Total Residential Units	Average Pop. per Unit
1	2000		26,642	10,091	2.64
2	2010	4.54%	41,542	15,707	2.64
3	2014	2.40%	45,669	17,160	2.66
3	2016	2.19%	47,695	17,921	2.66
4	2020	2.19%	52,019	19,546	2.66
5	2025	2.19%	57,981	21,786	2.66
6	2040	2.19%	80,286	30,167	2.66

Footnotes

- [1] Based on the 2000 and 2010 U.S. Censuses and estimates for 2014 and 2040 as obtained from the University of Florida's Bureau of Economic and Business Research and Florida Housing Data Clearinghouse.



PARKS AND RECREATION IMPACT FEES

SECTION 3

PARKS AND RECREATION IMPACT FEES

GENERAL

This section provides a discussion of the development and design of the proposed impact fees for parks and recreational services. Included in this section is a discussion of adopted level of service ("LOS") standards, facility requirements, and related capital costs included as the basis for the fee determination, and the design of the fee to be applied to new growth within the City.

DEFINITION OF RECREATIONAL FACILITIES

The Florida Department of Environmental Protection ("FDEP") has identified seven classifications or categories of parks. The seven classifications are: i) Equipped play area and tot lot; ii) neighborhood park; iii) community park; iv) urban open space; v) urban-district park; vi) regional park; and vii) beach access site. There are specific site guidelines for the recreational classifications that are basically directed towards size, accessibility, and population requirements. The following is a discussion of selected site guidelines as identified by the FDEP:

Equipped Play Area and Tot Lot – These recreational areas generally consist of open areas with play apparatus for school age or preschool children. Usually, these areas range in size from one-quarter to one acre and serve neighborhoods of between 500 and 2,500 people. Recommended facilities include playground equipment, benches and picnic tables, landscaping and open space.

Neighborhood Park – These recreational areas generally consist of a variety of facilities designed for the specific needs of the neighborhood. This park is usually considered as a "walk-to" park where access is directed towards the local residents of the neighborhood. The park is usually designed to serve a radius of up to a half mile and has a size ranging from five to ten acres (i.e., approximately two acres per 1,000 people). Recommended facilities include playground equipment, recreational buildings, multipurpose courts, sports fields, picnic areas, and open space.

Community Park – These recreational areas are considered as "ride-to" parks and are located on major collector or arterial streets. This type of park is designed to serve the needs of four to six neighborhoods or generally a radius of up to three miles. It is recommended that this type of park be a minimum of twenty (20) acres based on a minimum standard of two (2) acres per 1,000 population. Just as the neighborhood park is designed to serve the needs of the neighborhood, a community park is designed to meet the needs of the surrounding community. Recommended facilities may include swimming pools, ball fields, tennis courts, playground equipment, multipurpose courts, recreation buildings, sports fields, and other associated equipment. The park should also include allowances for open space, adequate parking, and landscaping. The facilities included in the neighborhood park may also be included in a community park.

Urban Open Space – These areas are landscaped or natural open areas usually located within built-up areas and may serve a variety of population sizes based on the size of the open space.

The principal function of these areas is to provide a buffer to congested environments. Facilities for this type of park may include benches, commemorative structures, trails, and paths.

The foregoing recreational facilities may also be classified into two categories: resource-based and activity-based. Resource-based sites and facilities are defined as those centered around particular natural resources. These sites provide opportunities for activities such as picnics, hiking, water sports, fishing or just exploring nature. Activity-based recreational sites and facilities are defined as those developed for the enjoyment of particular commercial or non-commercial activities. These sites include facilities for basketball, baseball, football, soccer, golf, amusement parks, arcades, water parks, and senior citizen centers.

Historically, neighborhood parks and community parks have comprised most of the public recreational facilities within the City. The activities associated with these parks are provided in the form of an amphitheater, playgrounds, picnic areas, walking trails, tennis and basketball courts, soccer and baseball fields, and other athletic activities. Involvement within the City is further encouraged through community centers. The City's existing public recreational facilities provide diverse recreational opportunities for all residents.

LEVEL OF SERVICE STANDARDS

Since 1986, the City has maintained a LOS for recreational open space including a set of guidelines for recreational facilities. With respect to open space, and as referenced in the City's Comprehensive Plan, the City has adopted an LOS standard of three (3) acres per 1,000 residents. The City currently owns and maintains an extensive inventory of parks. The City currently has approximately 340 total acres (245.59 developed acres and 94.01 undeveloped acres) considered applicable toward its recreation space level of service. City owned facilities include Community Parks (220.00 developed acres and 94.01 undeveloped acres), Neighborhood Parks (11.84 developed acres), and Special Use Facilities (13.75 developed acres). Based on the current estimated population of 47,695, the City has a surplus of 102.51 acres (or 196.52 if including undeveloped acreage). The City's buildout population is currently estimated at 80,286 residents, which will require approximately 240.86 acres of open space.

Summary of Current LOS Surplus/(Deficiency)

Description	Fiscal Year 2016	Projected Fiscal Year 240
Estimated Total Population	47,695	80,286
Open Space LOS	3.0 Acres per 1,000 Population	3.0 Acres per 1,000 Population
Required Acres	143.08 Acres	240.86 Acres
Current Inventory (Developed)[*]	245.59 Acres	245.59 Acres
Current Surplus / (Deficiency)	102.51 Acres	4.73 Acres

[*] As shown on Table 3-1.

In addition to open space, the City's Comprehensive Plan also includes goals and objectives relating to recreational facilities. The Comprehensive Plan indicates under Section VI Recreation and Open Space Element the City's goal to make an effort to provide recreational facilities at the levels based on the guidelines published in the Florida's Statewide Comprehensive Outdoor Recreation Plan. It is assumed that the projects included in the capital plan, which served as the basis for the impact fees, were developed based on the objectives of the City's Comprehensive Plan regarding recreation facilities.

DESIGN OF PARKS AND RECREATION IMPACT FEE

A blend of the standards-driven and the improvements-driven methods was used to determine the Recreation impact fee. With this approach, the standards-driven method was used in determining the facilities required to provide the City's level of service standards for recreation. The improvements-driven method can be used to allocate these costs to the population served, which in this case are the number of households at buildout. When combined with the estimated cost of the existing facilities, the total capital investment in recreation facilities can be projected and allocated per household on a system-wide "buy-in" basis. It should be noted that in the development of the proposed impact fees, the total cost or capital investment in facilities is reduced by grants and other funding contributions. The following is a brief description of the three-step process used in this study:

- Development of Total Capital Need – Based on the City's cost of developing existing and future park facilities, and population projections, the total cost to serve the City's residents is developed.
- Development of Equivalent Impact Fee Units – This step develops the estimated number of equivalent impact fee units such that a specific rate can be developed. This municipal service is applicable only to the residential class and the equivalent unit is considered to be a resident dwelling unit.
- Calculation of Cost per Equivalent Impact Fee Unit – Once the total capital costs allocable to the future growth of the City and the per customer equivalent impact fee units were estimated, the cost per equivalent impact fee unit was calculated.

Parks and Recreation Impact Fee Assumptions

In the development of the recreation facility component of the recreation impact fees, several assumptions were required. The major assumptions used in the development of the impact fees are as follows:

1. The recreation impact fee was calculated using a blend of the standards-driven and improvements-driven methods. The standards-driven method was used in determining the recreation needs of the City and it was assumed that the projects detailed in the City's capital improvements plan incorporated the standards within the design of the various recreation facilities noted in the plan. The improvements-driven method refers to the allocation of the cost of these facilities to the projected growth in population through buildout.
2. The total cost of the existing recreation facilities, planned improvements to those facilities, and future parks is \$34,230,871 based on data provided by City staff as shown on Tables 3-2 and 3-3.
3. City staff has provided data indicating a total of \$2,254,392 in contributions from other sources, including grants and donations, which have been or are projected to be received

toward the funding of the City's recreation facilities. The contributions from other sources were included as a credit in the calculation of the recreation impact fee.

4. The fee per residential unit was based on the buildout population discussed in Section 2 by of 80,286 residents.

Parks and Recreation Impact Fee Calculation

Based on the above-referenced assumptions, the recreation facility impact fee as calculated on Table 3-4 was determined as follows:

Calculation of Parks and Recreation Impact Fee	
Description	Amount
Projected Population in 2040	80,286
Estimated Current Population	47,695
Projected Remaining Growth in Population through 2040	32,591
Projected Remaining Growth in Population through 2040	32,591
Estimated Persons Per Residential Unit	2.66
Projected Remaining Growth in Residential Units through 2040	12,246
Projected Population in 2040	80,286
Estimated Persons Per Residential Unit	2.66
Projected Residential Units in 2040	30,167
Projected Remaining Growth in Residential Units through 2040	12,246
Projected Residential Units in 2040	30,167
Percentage of Cost of Facilities Attributable to Growth	40.59%
Total Cost of Recreation Facilities	\$34,230,871
Total Contributions From Other Sources	(2,254,392)
Total Cost After Contributions from Other Sources	\$31,976,479
Total Cost After Contributions from Other Sources	\$31,976,479
Percentage of Cost of Facilities Attributable to Growth	40.59%
Cost of Facilities Allocated to Growth	\$12,980,579
Cost of Facilities Allocated to Growth	\$12,980,579
Projected Remaining Growth in Residential Units through 2040	12,246
Average Cost of Recreational Facilities Per Residential Unit	\$1,060.00

IMPACT FEE COMPARISONS

In order to provide the City additional information about the proposed impact fees, a comparison of the proposed fees for the City and those charged by other jurisdictions was prepared. Table 3-5 at the end of this report summarizes the impact fees for recreational services charged by other communities with the proposed rates of the City. Please note that each community may establish a different LOS standard to meet its demographic needs for recreation facilities and activities. The City can anticipate variances between other communities.

Section 3
City of Apopka, Florida
Parks and Recreation Impact Fee Study

List of Tables

<u>Table</u>	<u>Description</u>
3-1	Inventory of City Parks and Recreational Facilities
3-2	Summary of Existing City Investments in Parks and Recreation
3-3	Summary of Capital Projects to Improve and Expand Recreation Services
3-4	Design of Recreation Impact Fee
3-5	Parks and Recreation Impact Fee Comparison

Table 3-1
City of Apopka, Florida
Parks and Recreation Impact Fee Study

Inventory of City Parks and Recreational Facilities [1]

Line No.	Facility Classification	Acres	Activity	Facilities
1	Special Use Facilities	33.08		
2	Museum of the Apopkans	0.62	Active	Museum with Artifacts
3	Connelly Property [2]	2.70	N/A	Open Space
4	Apopka Community Center	1.72	Active	Main Room
5				Private Meeting Room
6				Full Commercial Kitchen
7				Restrooms
8				On and Off Site Parking
9				Audio / Visual Equipment
10				Dance Floor
11	Stage			
12	Highland Manor	11.41	Active	Open Space / Wedding Venue / Ballroom
13	McBride Estate [2]	16.63	N/A	Open Space
14	Community Parks	220.00		
15	Apopka Athletic Complex	13.72	Active	Soccer Fields
16				Softball Fields
17				Concession Stand
18				Operations Building
19	Doctors Dog Park	5.12	Passive	Park Benches
20				Water Fountains
21				Pet Shower
22				Pet Memorial Bridge
23	Edwards Field / Kit Land Nelson Park	13.86	Active	Picnic Area
24				Gazebo
25				Tennis Courts
26				Racquetball Courts
27				Playground
28				Multi-purpose Fields
29				Overflow Parking for Fran Carlton Center
30				Historical Grandstand
31				Open Grassy Area
32	Northwest Recreation Complex	182.70	Active	Soccer Fields
33				Softball Fields
34				Baseball Fields
35				Multi-purpose Fields
36				Sand Volleyball Courts
37				Outdoor Basketball Courts
38				Tennis Courts
39				Walking Trail
40				Amphitheater
41				Playground
42				Concession Stands

Table 3-1
City of Apopka, Florida
Parks and Recreation Impact Fee Study

Inventory of City Parks and Recreational Facilities [1]

Line No.	Facility Classification	Acres	Activity	Facilities
43				Lightning Protection System
44	Fran Carlton Center	4.60	Active	Community Center
45				Lightning Protection System
46	Neighborhood Parks	11.84		
47	Alonzo Williams Park	3.23	Active	Neighborhood Community Center
48				Outdoor Basketball Courts
49				Multi-purpose Fields
50				Playground
51				Lightning Protection System
52	Dream Lake Park	1.46	Passive	Lakefront Picnic Area
53				Picnic Tables
54				Shoreline Access
55	Lake Avenue Park	1.15	Active	Open Space
56				Picnic Area
57	Former Little League Site	6.00	Active	Baseball Fields
58				Concession Stand
59				Building with Offices
<u>Summary</u>				
60	Special Use Facilities	33.08		
61	Community Parks	220.00		
62	Neighborhood Parks	11.84		
63	Adjustments for Facilities Not for Public Use	(19.33)		
64	Total	<u>245.59</u>		

Footnotes

[1] Inventory as provided by the City and in service as of September 30, 2015.

[2] The facility is currently not designated for public use and, based on discussions with City staff, will be taken out of the City inventory.

Table 3-2
City of Apopka, Florida
Parks and Recreation Impact Fee Study

Summary of Existing City Investments in Parks and Recreation

Line No.	Description	Acquisition Cost	Asset Category	Asset Category Allocated Amounts					Total
				Land	Facility	Activity	Equipment	Excluded	
Fixed Assets									
Land									
1	Land, Edward Field	\$20,003	Land	\$20,003	\$0	\$0	\$0	\$0	\$20,003
2	Land, Williams Park	16,790	Land	16,790	0	0	0	0	16,790
3	Land, Williams Park	14,107	Land	14,107	0	0	0	0	14,107
4	Land, Apopka Athletic Complex	82,609	Land	82,609	0	0	0	0	82,609
5	Land, High School Athletic Complex	245,859	Land	245,859	0	0	0	0	245,859
6	Land Improvements	14,358	Land	14,358	0	0	0	0	14,358
7	Land, Collins Property	60,000	Land	60,000	0	0	0	0	60,000
8	Land, Dream Lake Park	7,000	Land	7,000	0	0	0	0	7,000
9	Land, Lake Avenue Park	32,000	Land	32,000	0	0	0	0	32,000
10	Land, Museum of the Apopkans	24,600	Land	24,600	0	0	0	0	24,600
11	Land, Connelly Property	190,000	Land	190,000	0	0	0	0	190,000
12	Land, Highland Manor	2,028,063	Land	2,028,063	0	0	0	0	2,028,063
13	Land, McBride Estate	100,000	Land	100,000	0	0	0	0	100,000
14	Land Total	\$2,835,389		\$2,835,389	\$0	\$0	\$0	\$0	\$2,835,389
Buildings									
15	Racquet Ball Court Improvements	\$7,000	Facility	\$0	\$7,000	\$0	\$0	\$0	\$7,000
16	Water Cooler	950	Facility	0	950	0	0	0	950
17	Recreation Building	7,980	Facility	0	7,980	0	0	0	7,980
18	Building	52,372	Facility	0	52,372	0	0	0	52,372
19	Building	417,968	Facility	0	417,968	0	0	0	417,968
20	Tiles & Installation	3,720	Facility	0	3,720	0	0	0	3,720
21	Apopka Athletic Complex	190,750	Facility	0	190,750	0	0	0	190,750
22	Museum of the Apopkans	4,250,000	Facility	0	4,250,000	0	0	0	4,250,000
23	Connelly Property	162,141	Facility	0	162,141	0	0	0	162,141
24	Apopka Community Center	2,017,928	Facility	0	2,017,928	0	0	0	2,017,928
25	Highland Manor	2,840,657	Facility	0	2,840,657	0	0	0	2,840,657
26	McBride Estate	58,251	Facility	0	58,251	0	0	0	58,251
27	Building Total	\$10,009,716		\$0	\$10,009,716	\$0	\$0	\$0	\$10,009,716
Infrastructure									
28	Roof Patio	\$6,215	Activity	\$0	\$0	\$6,215	\$0	\$0	\$6,215
29	Roof Overhang, Rec Center	2,200	Activity	0	0	2,200	0	0	2,200
30	Bathroom Improvement (Ada)	4,031	Activity	0	0	4,031	0	0	4,031
31	Tennis Court	11,949	Activity	0	0	11,949	0	0	11,949
32	Sidewalk	6,155	Activity	0	0	6,155	0	0	6,155
33	Nw Parking Lot Modifications	7,985	Activity	0	0	7,985	0	0	7,985
34	Sidewalks	11,572	Activity	0	0	11,572	0	0	11,572
35	Grading - Softball Fields	1,500	Activity	0	0	1,500	0	0	1,500
36	Edwards Field Improvements	18,067	Activity	0	0	18,067	0	0	18,067
37	Dugouts	2,000	Activity	0	0	2,000	0	0	2,000
38	Lighting For Basketball	2,000	Activity	0	0	2,000	0	0	2,000
39	Shuffleboard Courts (2) (Not in service / excluded from fee)	1,871	Excluded	0	0	0	0	1,871	1,871
40	Edwards Field Improvements	4,600	Activity	0	0	4,600	0	0	4,600
41	Fence & Installation	4,650	Activity	0	0	4,650	0	0	4,650
42	Resurface Basketball Courts	3,325	Activity	0	0	3,325	0	0	3,325
43	Playground Equipment	19,015	Activity	0	0	19,015	0	0	19,015
44	Playground Equipment	24,455	Activity	0	0	24,455	0	0	24,455
45	Mulch & Rr Ties	1,215	Activity	0	0	1,215	0	0	1,215
46	Mulch & Rr Ties	1,215	Activity	0	0	1,215	0	0	1,215
47	Trees	1,240	Activity	0	0	1,240	0	0	1,240
48	Fence	2,251	Activity	0	0	2,251	0	0	2,251
49	Lighting	57,691	Activity	0	0	57,691	0	0	57,691
50	Williams Park Improvements	25,442	Activity	0	0	25,442	0	0	25,442
51	Volleyball Court Lights	15,220	Activity	0	0	15,220	0	0	15,220
52	Benches - Dugouts	4,512	Activity	0	0	4,512	0	0	4,512
53	Irrigation System	9,713	Activity	0	0	9,713	0	0	9,713
54	Fence, Chain Link	4,390	Activity	0	0	4,390	0	0	4,390
55	Lighting	7,851	Activity	0	0	7,851	0	0	7,851
56	Softball Field	5,149	Activity	0	0	5,149	0	0	5,149
57	Resurface Basketball Court	2,797	Activity	0	0	2,797	0	0	2,797
58	Fence, Chain Link	23,417	Activity	0	0	23,417	0	0	23,417
59	Lighting	106,437	Activity	0	0	106,437	0	0	106,437
60	Irrigation System	28,941	Activity	0	0	28,941	0	0	28,941
61	Soccer Field Improvements	6,735	Activity	0	0	6,735	0	0	6,735
62	Fence, Chain Link	1,708	Activity	0	0	1,708	0	0	1,708
63	Playground Construction	3,861	Activity	0	0	3,861	0	0	3,861
64	Sidewalks/Landscape @ Buckhan Pond	12,432	Activity	0	0	12,432	0	0	12,432
65	Playground	26,496	Activity	0	0	26,496	0	0	26,496
66	Septic Tank System	2,200	Activity	0	0	2,200	0	0	2,200
67	Fence, Chain Link	9,000	Activity	0	0	9,000	0	0	9,000
68	Dog Park Structures	40,217	Activity	0	0	40,217	0	0	40,217
69	Nw Parking Lot & Ballfields	6,943,840	Activity	0	0	6,943,840	0	0	6,943,840
70	Amphitheater	2,283,533	Activity	0	0	2,283,533	0	0	2,283,533
71	Roadway Extension	27,668	Activity	0	0	27,668	0	0	27,668
72	Comdial 1024 Key Service	1,966	Activity	0	0	1,966	0	0	1,966
73	Comdial 1024 Key Service	1,445	Activity	0	0	1,445	0	0	1,445
74	Recreation Facility, Ponkan	350,000	Activity	0	0	350,000	0	0	350,000
75	Nw Recreation Facility	2,306,913	Activity	0	0	2,306,913	0	0	2,306,913
76	Sign, Three Colors	1,536	Activity	0	0	1,536	0	0	1,536

Table 3-2
City of Apopka, Florida
Parks and Recreation Impact Fee Study

Summary of Existing City Investments in Parks and Recreation

Line No.	Description	Acquisition Cost	Asset Category	Asset Category Allocated Amounts					Total
				Land	Facility	Activity	Equipment	Excluded	
77	Dog Park Equipment	18,676	Activity	0	0	18,676	0	0	18,676
78	Soccer Goals	2,299	Activity	0	0	2,299	0	0	2,299
79	Soccer Goals	4,355	Activity	0	0	4,355	0	0	4,355
80	Soccer Goal	1,044	Activity	0	0	1,044	0	0	1,044
81	Pitching Mound	1,208	Activity	0	0	1,208	0	0	1,208
82	Pitching Mound	1,208	Activity	0	0	1,208	0	0	1,208
83	Jolly St Nick Display	6,015	Activity	0	0	6,015	0	0	6,015
84	Fence, Chain-Link W/ 3 20' Gates	30,697	Activity	0	0	30,697	0	0	30,697
85	Pavillions (3)	24,935	Activity	0	0	24,935	0	0	24,935
86	Baseball Scoreboard	1,882	Activity	0	0	1,882	0	0	1,882
87	Amphitheater Irrigation	1,241	Activity	0	0	1,241	0	0	1,241
88	Bleachers	1,595	Activity	0	0	1,595	0	0	1,595
89	Bleachers	1,175	Activity	0	0	1,175	0	0	1,175
90	Playground	27,576	Activity	0	0	27,576	0	0	27,576
91	Bleachers	2,571	Activity	0	0	2,571	0	0	2,571
92	Boldr-Trainr Bend Unit	37,083	Activity	0	0	37,083	0	0	37,083
93	Play Booster	46,904	Activity	0	0	46,904	0	0	46,904
94	Play Shaper	28,897	Activity	0	0	28,897	0	0	28,897
95	Soccer Goals	920	Activity	0	0	920	0	0	920
96	Soccer Goals	920	Activity	0	0	920	0	0	920
97	Soccer Goals	1,220	Activity	0	0	1,220	0	0	1,220
98	Soccer Goals	1,194	Activity	0	0	1,194	0	0	1,194
99	Bleachers	825	Activity	0	0	825	0	0	825
100	Drainage - Contributed	5,495	Activity	0	0	5,495	0	0	5,495
101	Infrastructure Total	\$12,698,554		\$0	\$0	\$12,696,683	\$0	\$1,871	\$12,698,554
	Machinery & Equipment								
102	Sound System	\$8,171	Equipment	\$0	\$0	\$0	\$8,171	\$0	\$8,171
103	Sound System	2,340	Equipment	0	0	0	2,340	0	2,340
104	Field Striper	38,350	Equipment	0	0	0	38,350	0	38,350
105	Ice Machine	2,936	Equipment	0	0	0	2,936	0	2,936
106	Edger	1,700	Equipment	0	0	0	1,700	0	1,700
107	Vibratory Plate (Tamper)	1,522	Equipment	0	0	0	1,522	0	1,522
108	Field Lining Machine	1,750	Equipment	0	0	0	1,750	0	1,750
109	Field Lining Machine	1,750	Equipment	0	0	0	1,750	0	1,750
110	Furniture	4,206	Equipment	0	0	0	4,206	0	4,206
111	Room Dividers	11,033	Equipment	0	0	0	11,033	0	11,033
112	Portable Stage	5,800	Equipment	0	0	0	5,800	0	5,800
113	Portable Stage	4,858	Equipment	0	0	0	4,858	0	4,858
114	Portable Radio	909	Equipment	0	0	0	909	0	909
115	Portable Radio	909	Equipment	0	0	0	909	0	909
116	Portable Radio	1,500	Equipment	0	0	0	1,500	0	1,500
117	Router	1,300	Equipment	0	0	0	1,300	0	1,300
118	Router	1,300	Equipment	0	0	0	1,300	0	1,300
119	Floor Buffer	1,117	Equipment	0	0	0	1,117	0	1,117
120	Air Handlers	11,433	Equipment	0	0	0	11,433	0	11,433
121	Lightning Detection System	4,282	Equipment	0	0	0	4,282	0	4,282
122	Pressure Washer	14,024	Equipment	0	0	0	14,024	0	14,024
123	Radar Gun / Led Display	2,474	Equipment	0	0	0	2,474	0	2,474
124	Projector	2,475	Equipment	0	0	0	2,475	0	2,475
125	Air Conditioner For Bus	4,654	Equipment	0	0	0	4,654	0	4,654
126	Phone System Switch	1,070	Equipment	0	0	0	1,070	0	1,070
127	Audio Portable System	1,135	Equipment	0	0	0	1,135	0	1,135
128	Phone System Switch	810	Equipment	0	0	0	810	0	810
129	Phone Systm Switch	1,575	Equipment	0	0	0	1,575	0	1,575
130	Heat Pump	2,760	Equipment	0	0	0	2,760	0	2,760
131	Water Fountain	1,115	Equipment	0	0	0	1,115	0	1,115
132	Condensor, Straight Cool	1,255	Equipment	0	0	0	1,255	0	1,255
133	Condensing Unit	1,775	Equipment	0	0	0	1,775	0	1,775
134	Playground Equipment	20,943	Equipment	0	0	0	20,943	0	20,943
135	Air Handling Unit	1,492	Equipment	0	0	0	1,492	0	1,492
136	Air Handling Unit	1,492	Equipment	0	0	0	1,492	0	1,492
137	Refrigerator	1,100	Equipment	0	0	0	1,100	0	1,100
138	Air Conditioner System	8,425	Equipment	0	0	0	8,425	0	8,425
124	Lightning Detectors	11,826	Equipment	0	0	0	11,826	0	11,826
85	Lightning Detectors	19,589	Equipment	0	0	0	19,589	0	19,589
139	Software, Activity Registration	2,841	Equipment	0	0	0	2,841	0	2,841
140	Software, League Schedule	2,741	Equipment	0	0	0	2,741	0	2,741
141	Software, Family Reservation	2,841	Equipment	0	0	0	2,841	0	2,841
142	Computer	3,489	Equipment	0	0	0	3,489	0	3,489
143	Smart-Jack Data Outlets	1,125	Equipment	0	0	0	1,125	0	1,125
144	Computer Bridge	646	Equipment	0	0	0	646	0	646
145	Computer Upgrade	412	Equipment	0	0	0	412	0	412
146	Card, Ethernet 100	236	Equipment	0	0	0	236	0	236
147	Computer	1,746	Equipment	0	0	0	1,746	0	1,746
148	Computer W/ Printer	832	Equipment	0	0	0	832	0	832
149	Computer Work Station	1,149	Equipment	0	0	0	1,149	0	1,149
150	Computer	1,389	Equipment	0	0	0	1,389	0	1,389
151	Computer	0	Equipment	0	0	0	0	0	0
152	Software Upgrade	3,990	Equipment	0	0	0	3,990	0	3,990
153	T-1 Trunk Card	765	Equipment	0	0	0	765	0	765
154	Cash Register	849	Equipment	0	0	0	849	0	849
155	Cash Resigter	849	Equipment	0	0	0	849	0	849

Table 3-2
City of Apopka, Florida
Parks and Recreation Impact Fee Study

Summary of Existing City Investments in Parks and Recreation

Line No.	Description	Acquisition Cost	Asset Category	Asset Category Allocated Amounts					Total
				Land	Facility	Activity	Equipment	Excluded	
156	Cash Register / Point Of Sale System	4,055	Equipment	0	0	0	4,055	0	4,055
157	Cash Register / Pos Syste,	6,522	Equipment	0	0	0	6,522	0	6,522
158	Cash Register / Point Of Sale System	3,950	Equipment	0	0	0	3,950	0	3,950
159	Copier, 10 Bin Sorter	2,797	Equipment	0	0	0	2,797	0	2,797
160	Copier	6,375	Equipment	0	0	0	6,375	0	6,375
161	Vehicle - Van	16,359	Excluded	0	0	0	0	16,359	16,359
162	Vehicle - Sedan	14,749	Equipment	0	0	0	14,749	0	14,749
163	Vehicle - Sedan	16,205	Equipment	0	0	0	16,205	0	16,205
164	Golf Cart	5,400	Equipment	0	0	0	5,400	0	5,400
165	Golf Cart	5,400	Equipment	0	0	0	5,400	0	5,400
166	Vehicle - Econoline Van	24,616	Equipment	0	0	0	24,616	0	24,616
167	Vehicle - Golf Cart	6,138	Equipment	0	0	0	6,138	0	6,138
168	Vehicle - Bus	43,674	Equipment	0	0	0	43,674	0	43,674
169	Vehicle - Bus	10,000	Equipment	0	0	0	10,000	0	10,000
170	Vehicle - Truck	14,060	Equipment	0	0	0	14,060	0	14,060
171	Vehicle - Bus, 44 Passenger	26,000	Equipment	0	0	0	26,000	0	26,000
172	Vehicle - Truck	14,864	Equipment	0	0	0	14,864	0	14,864
173	Vehicle - Van	20,715	Equipment	0	0	0	20,715	0	20,715
174	Field Groomer	9,490	Equipment	0	0	0	9,490	0	9,490
175	Mower, 15 1/2 Foot Tri Deck	8,100	Equipment	0	0	0	8,100	0	8,100
176	Utility Vehicle	22,965	Equipment	0	0	0	22,965	0	22,965
177	Turf Mower	42,959	Equipment	0	0	0	42,959	0	42,959
178	Deck Mower	12,061	Equipment	0	0	0	12,061	0	12,061
179	Unility Vehicle	4,950	Equipment	0	0	0	4,950	0	4,950
180	Blower, Walk-Behind	1,124	Equipment	0	0	0	1,124	0	1,124
181	Utility Vehicle	4,919	Equipment	0	0	0	4,919	0	4,919
182	Utility Vehicle	6,269	Equipment	0	0	0	6,269	0	6,269
183	Utility Vehicle	17,711	Equipment	0	0	0	17,711	0	17,711
184	Machinery & Equipment Total	\$605,483		\$0	\$0	\$0	\$589,124	\$16,359	\$605,483
185	PARKS AND RECREATION TOTAL	\$26,149,141		\$2,835,389	\$10,009,716	\$12,696,683	\$589,124	\$18,230	\$26,149,141

Footnotes

[1] Inventory as provided by the City and in service as of September 30, 2015.

Table 3-3
City of Apopka, Florida
Parks and Recreation Impact Fee Study

Summary of Capital Projects to Improve and Expand Recreation Services

Line No.	Description	Project Cost [1]	Project Classification	Project Amount Includable in Fee
<u>7-Year Parks and Recreation CIP</u>				
1	Ford Focus Replacement	\$20,000	R&R	\$0
2	F-150 Truck Replacement	35,000	R&R	0
3	Small Bus Replacement	60,000	R&R	0
4	Northwest Concession, Bathroom, Sidewalks	300,000	New	300,000
5	Parking Lot - Little League Fields	510,000	New	510,000
6	Picnic Pavillions	300,000	New	300,000
7	Ball Field Renovations - NW	150,000	R&R	0
8	Fitness Equipment - Kit Land Nelson Park	33,460	New	33,460
9	Bleachers Covers Over Quad 3	60,000	New	60,000
10	Tennis Court Resurfacing - NW	50,000	R&R	0
11	Basketball Resurfacing - NW	50,000	R&R	0
12	Playground w/ Pavillion, Shad Structure - Lake Ave Park	350,000	New	350,000
13	Old Little League Fields New Park Construction [3]	400,000	New	400,000
14	Scoreboards for Quad	60,000	New	60,000
15	New Ball Fields (Soccer, Baseball, etc.)	2,200,000	New	2,200,000
16	Recreation Splash Pad at NWRC	400,000	New	400,000
17	Skate Park	300,000	New	300,000
18	Playground at Apopka Athletic Complex	75,000	New	75,000
19	Splash Pad w/ Restrooms - Kit Land Nelson Park	750,000	New	750,000
20	Parking Lot - NW	2,297,000	New	2,297,000
21	Alonzo Williams Park Renovations [3]	28,000	R&R	0
22	Alonzo Williams New Park Construction [3]	22,000	New	22,000
23	Kit Land Nelson Park Renovations [3]	3,700	R&R	0
24	Kit Land Nelson New Park Construcitions [3]	42,500	New	42,500
25	AAC Renovations [3]	200,000	R&R	0
26	Gymnasium / Aquatic Center [4]	20,000,000	New	0
27	Additional CIP Needs	\$0	R&R	0
28	Total Capital Improvements	\$28,696,660		\$8,099,960

Footnotes:

- [1] Amounts provided by City staff, which represent improvements and upgrades to existing facilities and construction of new facilities which will serve existing and future residents of the City.
- [2] Amount based on the City's estimated build-out population as discussed in Section 2 of this report.
- [3] Project amounts are anticipated to be funded or partially funded by grants provided by the Florida Recreation Development Assistance Program (FRDAP)
- [4] The City may incur a General Obligation debt to fund the project (if approved) and the debt payments will be paid from property tax revenues.

Table 3-4
City of Apopka, Florida
Parks and Recreation Impact Fee Study

Design of Parks and Recreation Impact Fee

Line No.	Description	Total Amount
<u>Development of Cost of Recreation Assets</u>		
1	Cost of Existing Land, Facilities and Activity Related Assets [1]	\$26,130,911
2	Cost of Future Land, Facilities and Activity Related Assets [2]	8,099,960
3	Total Cost of Recreation Assets	<u>\$34,230,871</u>
4	Total Cost of Recreation Assets	\$34,230,871
5	Less Estimated Contributions, Prior Grant Funded Facilities, and Non Public Usage [3]	(\$1,126,105)
6	Less Projected CIP Grants [3]	(505,760)
7	Less Gas Tax Funded Assets [3]	(40,845)
8	Less Street Impact Fee Funded Assets [3]	(581,682)
9	Net Cost of Recreation Assets	<u>\$31,976,479</u>
10	Projected Residential Units in 2040 [4]	30,167
11	Estimated Current Residential Units [4]	17,921
12	Projected Remaining Growth in Residential Units Through 2040	<u>12,246</u>
13	Percentage of Cost of Assets Allocable to Growth	40.59%
14	Net Cost of Recreation Assets	\$31,976,479
15	Percentage of Cost of Assets Allocable to Growth	40.59%
16	Cost of Facilities Allocable to Growth	<u>\$12,980,579</u>
<u>Impact Fee Calculation</u>		
17	Cost of Facilities Allocable to Growth	\$12,980,579
18	Projected Remaining Growth in Population Through 2040	<u>12,246</u>
19	Average Cost of Facilities Per Residential Unit	<u><u>\$1,060.00</u></u>

Footnotes:

- [1] Amounts shown based on information obtained from City Staff as shown on Table 3-2.
- [2] Amounts shown based on information obtained from City Staff as shown on Table 3-3.
- [3] Grants, Contributions and Other Funding source amounts based on information provided by City Staff.
- [4] Residential Unit amounts and projections based on amounts as shown on Table 2-1.

Table 3-5
City of Apopka, Florida
Parks and Recreation Impact Fee Study

Parks and Recreation Services Impact Fee Comparison [1]

Line No.	Description	Residential		
		Single Family	Multi-Family	Mobile Home
City of Apopka [2]				
1	Existing	\$241.05	\$241.05	\$241.05
2	Proposed	1,060.00	1,060.00	1,060.00
<u>Other Neighboring Cities:</u>				
3	City of Clermont	\$2,097.00	\$2,097.00	\$2,097.00
4	City of Edgewater	612.11	434.92	451.03
5	City of Eustis	599.27	428.38	390.93
6	City of Kissimmee	1,200.00	985.29	867.06
7	City of Lakeland	3,299.00	2,484.00	1,537.00
8	City of Lake Mary	335.00	335.00	335.00
9	City of Lake Wales	996.00	874.12	N/A
10	City of Leesburg	358.00	358.00	358.00
11	City of Minneola	410.00	307.00	N/A
12	City of Mount Dora	2,814.64	1,412.45	N/A
13	City of Ocoee	1,560.00	1,560.00	1,560.00
14	City of St. Cloud	1,362.00	1,093.00	N/A
15	City of Tavares	439.99	335.68	221.89
16	City of Winter Garden	1,300.00	1,159.00	874.00
17	City of Winter Haven	1,010.68	N/A	N/A
18	City of Winter Park	2,000.00	2,000.00	2,000.00
19	Other Florida Governmental Agencies' Average	\$1,274.61	\$1,057.59	\$971.99

Footnotes:

[1] Unless otherwise noted, amounts shown reflect impact fees in effect August 2016. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed municipality.

[2] Amounts shown assume single family homes with three bedrooms, multi-family dwelling with two bedrooms, and mobile homes with two bedrooms.

1
2
3 **ORDINANCE NO. 2544**

4 **AN ORDINANCE OF THE CITY OF APOPKA, ORANGE**
5 **COUNTY, FLORIDA, RELATING TO PARKS AND**
6 **RECREATION IMPACT FEES; ADOPTING A PARKS AND**
7 **RECREATION IMPACT FEE STUDY BASED ON CURRENT AND**
8 **PROJECTED GROWTH; PROVIDING INTENT AND PURPOSE;**
9 **PROVIDING FOR EXEMPTIONS, CREDITS, AND OTHER**
10 **MATTERS PERTINENT TO PARKS AND RECREATION**
11 **IMPACT FEES; PROVIDING FOR CODIFICATION; PROVIDING**
12 **FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND**
13 **PROVIDING AN EFFECTIVE DATE.**

14 **WHEREAS**, the Mayor and City Council of the City of Apopka have studied the
15 necessity for and implications of the adoption of an ordinance creating parks and
16 recreation impact fees and have retained a professional consulting firm to prepare a study
17 relating to parks and recreation impact fees (the “Study”) to determine the proportionate
18 demand that new residential development generates for additional parks and recreation
19 facilities; and
20

21 **WHEREAS**, the Study has been presented to, and reviewed by, the Mayor and
22 City Council of the City of Apopka, and it has been determined (1) that parks and
23 recreation impact fees are necessary to offset the costs associated with meeting future
24 demands for the City’s parks and recreation facilities pursuant to the projections set forth
25 in the Study; (2) that the parks and recreation impact fees bear a reasonable relationship
26 to the burden imposed upon the City to provide park facilities to new City residents; (3)
27 that parks and recreation impact fee revenues will provide a direct benefit to such new
28 City residents reasonably related to the fees assessed; (4) that an essential nexus exists
29 between projected new development and the need for additional parks and recreation
30 impact fees and the benefits that accrue to new development paying the fees; and (5) that
31 the amount of the parks and recreation impact fees are roughly proportional to the *pro*
32 *rata* share of the additional parks and recreation facilities needed to serve new
33 development; and
34

35 **WHEREAS**, the costs of real property for use in parks and recreation facilities
36 development and the costs of various facilities and equipment have been used by the
37 City’s consultant in developing a development impact cost per land use type as set forth
38 in the Study; and
39

40 **WHEREAS**, the decisions of the Mayor and City Council as set forth herein are
41 reasonable and prudent steps pertaining to sound growth management which have been
42 taken for the benefit of the citizens of the City, both present and future; and
43

44 **WHEREAS**, the City is projected to significantly grow in population and further
45 economically develop in the future; and
46

47 **WHEREAS**, this Ordinance contains an administrative framework to ensure that
48 the benefit of parks and recreation facilities funded with parks and recreation impact fees
49 will accrue proportionately to new development paying the fees; and
50

51 **WHEREAS**, Section 163.3202(3), *Florida Statutes*, encourages the use of
52 innovative land use regulations and impact fees by local governments to manage growth
53 and to provide the necessary public facilities and for the imposition by local governments
54 of impact fees on development to fund the capital cost of parks and recreation facilities
55 necessitated by such development; and
56

57 **WHEREAS**, under its home rule powers and pursuant to §163.31801, *Florida*
58 *Statutes* and judicially created law, the City of Apopka may impose impact fees to ensure
59 the well-being of its citizens; and
60

61 **WHEREAS**, requiring future growth to contribute its fair share of the costs
62 necessary to fund required capital improvements and additions is an integral and vital
63 part of the regulatory plan of growth management in the City and is a practice consistent
64 with sound and generally accepted growth management, fiscal and public administration
65 practices and principles.
66

67 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Apopka,
68 Florida, as follows:
69

70 **SECTION 1.** Chapter 26, Article VII of the Apopka Code of Ordinances is
71 hereby created, entitled “Parks and Recreation Impact Fees”:
72

73 **ARTICLE VII. PARKS AND RECREATION IMPACT FEES**
74

75 **Sec. 26-180.** Intent and Purpose.
76

77 (a) The purpose of this article is to require payment of parks and recreation impact fees
78 by those who engage in parks and recreation impact construction and to provide for the
79 cost of capital improvements to the City which are required to accommodate such
80 growth. This article shall not be construed to permit the collection of parks and recreation
81 impact fees in excess of the amount reasonably anticipated to offset the demand on the
82 city generated by such applicable parks and recreation impact construction.
83

84 (c) The revision and re-imposition of a parks and recreation impact fee is to provide a
85 source of revenue to fund the construction or improvement of city parks and recreation
86 necessitated by growth.
87

88 (d) City council hereby ratifies, adopts, and incorporates herein the "Parks and
89 Recreation Impact Fee Study" dated November 28, 2016, prepared by PRMG as the
90 city’s parks and recreation impact fee study, particularly as the report relates to the
91 allocation of a fair share of costs of public facilities required to provide parks and
92 recreation necessary to serve new development in the city.

93

94 (e) All impact fees established herein are calculated based on the city’s most recent and
95 localized data. Any future amendment to the amount of these impact fees shall be based
96 on the city’s most recent and localized data available at that the time of amendment.

97

98 **Sec. 12-181.** Definitions.

99

100 The following definitions shall apply to this Article:

101

102 *Parks and Recreation Impact Construction* shall mean any residential
103 improvement to land which shall generate the need for city parks and recreation.

104

105 *Residential* includes single family residences, condominiums, planned unit
106 developments, multifamily, retirement communities, and mobile homes.

107

108

109 **Sec. 12-182.** Imposition.

110

111 (a) Any person who seeks to develop real property located in the city by applying for a
112 building permit, development order, or other permit for parks and recreation impact
113 construction within the city shall pay the following parks and recreation impact fees
114 which are based on the city’s most recent and localized data:

115

Parks and Recreation Impact Fee Schedule

116 TABLE INSET:

117

Development Type	Impact Fee
Residential	
<i>Single Family Residential / Unit</i>	\$848.00
<i>Condominium / Unit</i>	\$848.00
<i>Planned Unit Development / Unit</i>	\$848.00
<i>Multifamily / Unit</i>	\$848.00
<i>Retirement Community / Unit</i>	\$848.00
<i>Mobile Home / Unit</i>	\$848.00
<i>Hotel or Motel / Unit - Not applicable</i>	

118 (b) The city may charge an administrative charge for the collection of impact fees,
119 however, in no event shall such administrative charge exceed the actual cost incurred by
120 the city for collection of the impact fees. If the option to establish an administrative
121 charge is exercised, then such administrative charge shall be set by resolution of City
122 Council.

123 (c) No less than 90 days notice shall be provided to the public before the effective date of
124 any amendment to this ordinance which imposes a new or increased impact fee.

125 (d) Any amendment to the amounts of the impact fees established herein shall be
126 calculated based on the city's most recent and localized data.

127 **Sec. 12-183.** Impact Fee Trust Account and Use of Monies.

128

129 (a) There is established a trust account for the parks and recreation impact fees,
130 designated as the "parks and recreation impact fee trust account," which shall continue to
131 be maintained separate and apart from all other accounts of the city.

132

133 (b) The funds collected by reason of establishment of the parks and recreation impact
134 fees in accordance with this Article shall be used solely for the purpose of acquisition of
135 facilities and equipment determined to be needed to provide parks for new development
136 within the City. Said funds shall not be used to maintain or repair existing park facilities
137 or equipment or to acquire facilities or equipment to serve existing development.

138

139 (c) The City shall spend funds on a first in, first out basis.

140

141 **Sec. 12-184.** Accounting Report and Periodic Adjustments.

142

143 The city administrator or designee shall provide an accounting report annually to the city
144 council indicating the amount of fees collected under this article and the amount of fees
145 distributed. The city council shall review the report of the city administrator or designee.
146 The purpose of this review is to analyze use and availability of funds, as well as the
147 effects of inflation on the actual costs of capital improvements, and to review and revise,
148 if necessary, the fee charged new development to ensure it will not exceed its pro rata
149 share for the reasonably anticipated expansion costs of capital improvements for parks
150 and recreation services necessitated by new development.

151

152 **Sec. 12-185.** Exemptions.

153

154 (a) The following shall be exempt from payment of parks and recreation impact fees:

155

156 (1) An alteration or expansion of an existing dwelling unit where no additional dwelling
157 units are created and the use is not changed.

158

159 (2) The construction of an accessory building or structure to a residential use which will
160 not create additional uses or an increase in density of the residential development.

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(3) The replacement of an existing dwelling unit of the same type and use where no additional dwelling units are created.

(4) The replacement of a lawfully permitted structure, the building permit for which was issued on or before the effective date of this ordinance, or the replacement of a structure that was constructed subsequent thereto and for which the correct parks and recreation impact fees which were owed at the time the building permit was applied for, were paid or otherwise provided for with a new structure of the same use and at the same location with no increase of density or intensity of development.

(5) A building permit for which the parks and recreation impact fees have been or will be paid or otherwise provided for pursuant to a written agreement, zoning approval or development order pertaining to development which, by the specific written terms thereof, clearly and unequivocally was intended to provide for the full mitigation of impacts to parks and recreation facilities by enforcement of the agreement, zoning approval or development order, and not by the application of this ordinance.

(6) A building permit which pertains to residential development which does not result in any additional impact on parks and recreation facilities and hence cannot be classified as parks and recreation impact construction; provided, however, that all development shall be presumed to be parks and recreation impact construction and cause additional impacts on parks and recreation facilities.

(7) An exemption must be claimed by the feepayer at the time of the issuance of a building permit development order, or other permit. Any exemption not so claimed shall be deemed irrevocably waived by the feepayer.

Sec. 12-186. Individual Calculation of Parks and Recreation Impact Fees.

(a) The city council may adopt administrative regulations by resolution to ensure that any affordable housing unit that has received a certificate of affordability from the federal, state, or county government remains affordable.

Sec. 12-187. Conveyance of Land or Equipment and Impact Fee Credits; Transfer of Credits.

(a) In order to provide lands to meet the need for city parks and recreation sites created by parks and recreation impact construction or to provide necessary city parks and recreation capital equipment or facilities, a developer of parks and recreation impact construction may convey suitable land, capital equipment or facilities, to the city in lieu of paying the parks and recreation impact fee imposed herein, as agreed to by the city. However, no impact fee reduction shall exceed the amount of the parks and recreation impact fee imposed in this article.

206 (b) Any land, capital equipment, or facilities conveyed to the city in lieu of paying the
207 parks and recreation impact fee imposed herein must be acceptable to the city in terms of
208 suitable size, dimension, soil type, topography, location, accessibility and general
209 character, type and specifications.

210
211 (c) Subject to the terms and conditions of this section, credit may be granted against the
212 parks and recreation impact fee imposed herein for the conveyance of land, or capital
213 equipment or facilities that is required pursuant to a development order or permit or made
214 voluntarily in connection with parks and recreation impact construction. Such
215 conveyances, equipment or facilities shall be subject to the approval and acceptance of
216 the city council.

217
218 (d) No credit shall be given for the conveyance of land, capital equipment or
219 construction of facilities unless such property is conveyed in fee simple or a bill of sale is
220 executed to the city without further consideration.

221
222 (e) Prior to issuance of a building permit, or if no building permit is required, prior to
223 the issuance of the final development order, the applicant shall submit a proposed plan
224 for conveyance or contributions to the city to the city administrator or designee. The
225 proposed plan shall include:

226
227 (1) A designation of the parks and recreation impact construction for which the plan is
228 being submitted;

229
230 (2) A legal description of any land proposed to be conveyed and a written appraisal
231 prepared in conformity with subsection (h) of this section;

232
233 (3) A list of the contemplated contributions to the city and an estimate of the proposed
234 construction costs certified by a professional architect or engineer or an estimate of the
235 proposed value of a proposed conveyance of capital equipment; and

236
237 (4) A proposed time schedule for completion of the proposed plan.

238
239 (f) Within sixty (60) days after receipt, the city administrator or designee shall
240 recommend approval or denial of the proposed plan in accordance with subsection (g) of
241 this section and, if approval is recommended, establish the amount of credit in
242 accordance with subsection (h) of this section.

243
244 (g) In reviewing the proposed plan, the city administrator or designee shall determine:

245
246 (1) If such proposed plan is in conformity with needed contemplated improvements and
247 additions to the parks and recreation facilities;

248
249 (2) If the proposed conveyance of land or capital equipment and construction by the
250 applicant is consistent with the public interest; and

251

252 (3) If the proposed time schedule is consistent with the capital improvement program for
253 the parks and recreation.

254

255 (h) The amount of developer contribution credit shall be determined as follows:

256

257 (1) The value of conveyed land shall be based upon a written appraisal of fair market
258 value as determined by a Member Appraisal Institute (MAI) appraiser who was selected
259 and paid for by the applicant, and who used generally accepted appraisal techniques. If
260 the appraisal does not conform to the requirements of this section and any applicable
261 administrative regulations, the appraisal shall be corrected and resubmitted. In the event
262 the city administrator or designee accepts the methodology of the appraisal but disagrees
263 with the appraised value, (s)he may engage another MAI appraiser at the city's expense
264 and the value shall be an amount equal to the average of the two (2) appraisals. If either
265 party does not accept the average of the two (2) appraisals, a third appraisal shall be
266 obtained, with the cost of said third appraisal being shared equally by the city and the
267 owner or applicant. The third appraiser shall be selected by the first two (2) appraisers
268 and the third appraisal shall be binding on the parties.

269

270 (2) The value of the construction of an improvement or the value of conveyed capital
271 equipment shall be based upon the actual cost of construction or acquisition of said
272 improvement or capital equipment as certified by a professional architect or engineer or
273 as shown by a manufacturer's or supplier's invoice. However, as to the construction of
274 improvements to parkland, in no event shall any credit be granted in excess of the
275 estimated construction costs provided by a professional architect or engineer and
276 approved by the city unless the construction project is competitively bid, in which case,
277 the credit shall be limited to the actual cost of construction. The cost of professional
278 services shall be competitively bid in accordance with § 287.055, *Florida Statutes* in
279 order to be eligible for impact fee credits.

280

281 (i) If a proposed plan is approved for credit by the city, the applicant or owner and the
282 city shall enter into a credit agreement which shall provide for:

283

284 (1) The timing of actions to be taken by the applicant and the obligations and
285 responsibilities of the applicant, including, but not limited to, the construction standards
286 and requirements to be complied with;

287

288 (2) The obligations and responsibilities of the city council, if any;

289

290 (3) The amount of the credit as determined in accordance with subsection (h) of this
291 section.

292

293 (j) Credits shall expire twenty-four (24) months from the date of the credit agreement.

294

295 (k) A credit for the conveyance of land shall be granted at such time as the property has
296 been conveyed to and accepted by the city. A credit for the construction of an
297 improvement or conveyance of capital equipment to the city shall be granted at such time

298 as the construction is completed, approved and accepted by the city or the time the capital
299 equipment is approved and accepted by the city. The administration of said contribution
300 credits shall be the responsibility of the city administrator or designee.

301

302 (l) Any applicant or owner who submits a proposed plan pursuant to this section and
303 desires the issuance of a building permit or other final development order prior to
304 approval of the proposed plan shall pay the applicable parks and recreation impact fee
305 imposed herein. Any difference between the amount paid and the amount due, should the
306 city administrator or designee approve and accept the proposed plan, shall be refunded to
307 the applicant or owner.

308

309 (m) The land or capital equipment or facilities conveyed or constructed, shall only
310 provide improvements required to accommodate growth.

311

312 (n) The actual cost for processing of and fees for legal preparation or review of a credit
313 agreement shall be paid by the applicant prior to acceptance of the agreement by city
314 council.

315

316 (p) All or a portion of credits provided pursuant to this section may be transferred from
317 one (1) parks and recreation impact construction site to another. Untimely requests to
318 transfer credits shall not be considered, nor shall the city council consider a request to
319 transfer any parks and recreation impact fee credits distributed by the city to any owner
320 of record prior to the effective date of this subsection, unless the project was specifically
321 approved at the time of submittal to allow the future transfer of such credits. The owners
322 of the two sites shall submit a notarized agreement regarding the transfer which provides
323 a legal description of both properties. The actual cost for processing of and fees for legal
324 review of the agreement shall be paid by the parties prior to the city accepting the
325 transfer. Costs for transferring credits shall be imposed by resolution of the city council.
326 Upon acceptance by city council, the city shall notify both parties by certified mail, return
327 receipt requested. The property owner surrendering the credit shall be responsible for
328 paying impact fees imposed by this chapter when the property is developed.

329

330 **Sec. 12-188. Refund of Impact Fees Paid.**

331

332 (a) If a building permit or final development order expires or is canceled without
333 commencement of the construction, the owner of record shall be entitled to a refund,
334 without interest, of the impact fee. The owner of record shall submit an application for
335 the refund to the city administrator, or designee, within one hundred eighty (180) days of
336 the expiration of the permit or final development order. Failure to submit the application
337 for refund within the time specified constitutes a waiver of any claim to such monies.
338 Upon review of the completed application the city administrator shall issue the refund if
339 it is clear the building permit or final development order has expired without the
340 commencement of construction.

341

342 (b) Any funds not expended or encumbered by the end of the calendar quarter
343 immediately following six (6) years from the date the impact fee was paid shall, upon

344 application of the owner of record, be returned to such owner of record without interest
345 provided that the owner of record submits an application for a refund to the city
346 administrator or designee. This six-year period may be extended by action of the city
347 council for up to an additional three (3) years. Failure to submit the application within the
348 time specified herein constitutes a waiver of any claim to such monies. The city council
349 shall issue such refund if a determination is made that the impact fees were not expended
350 or encumbered within the time specified.

351

352 **Sec. 12-189.** Appeals.

353

354 Any person who disagrees with a decision or interpretation of this chapter may appeal to
355 the city administrator or designee by filing a written notice of appeal within ten (10) days
356 after the date of the action or decision complained of. The written notice of appeal shall
357 set forth concisely the action or decision appealed as well as the grounds upon which the
358 appeal is based. The city administrator or designee shall consider all facts material to the
359 appeal and render a written decision within thirty (30) days of receiving the appeal. Any
360 person who disagrees with the decision of the city administrator or designee may appeal
361 to the city council by filing a written notice of appeal with the city administrator's office
362 setting forth concisely the decision appealed within ten (10) days after the date of the city
363 administrator's decision. The appeal shall be set for the next available city council
364 meeting for consideration. At the meeting the city council shall render a verbal decision.
365 The minutes of the meeting shall constitute the city's final written decision and shall
366 constitute final administrative review.

367

368

369 **SECTION 2.** Codification. It is the intent of the City Council of the City of
370 Apopka that the provisions of this Ordinance shall be codified. The codifier is granted
371 broad and liberal authority in renumbering and codifying the provision of this Ordinance;
372 article and section numbers assigned throughout are suggested by the City, consistent
373 with impact fee chapters of other municipalities.

374

375 **SECTION 3.** Severability. If any section, sentence, phrase, word or portion of
376 this Ordinance is determined to be invalid, unlawful or unconstitutional, said
377 determination shall not be held to invalidate or impair the validity, force or effect of any
378 other section, sentence, phrase, word or portion of this Ordinance not otherwise
379 determined to be invalid, unlawful or unconstitutional.

380

381 **SECTION 4.** Conflicts. This Ordinance supersedes all previous Ordinances
382 relating to parks and recreation impact fees previously adopted by the City of Apopka,
383 and such Ordinances are hereby vacated and deleted in their entireties. In any case where
384 a provision of this Ordinance is found to be in conflict with a provision of any other
385 existing ordinance of this City, the provision which establishes the higher standards for
386 the promotion and protection of the health and safety of the people shall prevail.

387

388 **SECTION 5.** Effective Date. This Ordinance shall become effective on
389 _____, 2017, or ninety (90) days from the date of the advertised notice for this
390 Ordinance, pursuant to §163.31801, Florida Statutes.

391
392 **PASSED AND ORDAINED** this ____ day of _____, 2017, by the City
393 Council of the City of Apopka, Florida.
394

READ FIRST TIME: _____

READ SECOND TIME
AND ADOPTED: _____

Joseph E. Kilsheimer, Mayor

395
396
397
398

ATTEST:

399
400
401
402
403

Linda G. Goff, City Clerk

404
405
406
407

APPROVED as to form and legality for
use and reliance by the City of Apopka,
Florida.

410
411
412
413

Clifford B. Shepard, City Attorney

414
415
416
417
418

DULY ADVERTISED FOR PUBLIC HEARING:

Backup material for agenda item:

3. Ordinance No. 2545 - First Reading - Adjust Pension Board Member Terms Sharon Thornton



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 4, 2017
FROM: General Pension Board
EXHIBITS: N/A

SUBJECT: ORDINANCE 2545 – AMENDING RETIREMENT BOARD ROTATION CYCLES.

REQUEST: ACCEPT THE FIRST READING OF ORDINANCE 2545.

SUMMARY:

The administration of the City of Apopka, in conjunction with the boards of the Apopka Municipal Employees’ Pension Trust Funds, desires to amend the current terms of the fifth and resident trustees of the boards.

The plans currently have all board members serving in the same rotation cycles. The staggering of these appointed trustee positions will allow the boards to have intermediate rotations which help maintain a consistency on the boards.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Accept the first reading of Ordinance 2545.

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 2545

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING ARTICLE II, "GENERAL EMPLOYEES' RETIREMENT SYSTEM" OF CHAPTER 63 THROUGH AMENDMENT OF SECTION 63-23, BOARD OF TRUSTEES; AMENDING ARTICLE III, "FIREFIGHTERS' RETIREMENT SYSTEM" OF CHAPTER 63 THROUGH AMENDMENT OF SECTION 63-63, BOARD OF TRUSTEES; AMENDING ARTICLE IV, "POLICE OFFICERS' RETIREMENT SYSTEM" OF CHAPTER 63 THROUGH AMENDMENT OF SECTION 63-103, BOARD OF TRUSTEES; PROVIDING FOR DIRECTION TO THE CITY CLERK, FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, The City of Apopka, Florida has established the City of Apopka General Employees' Retirement Trust Fund, the City of Apopka Firefighters' Retirement Trust Fund and the City of Apopka Police Officers' Trust Fund for the benefit of its general, firefighter and police officer employees, respectively and their beneficiaries; and

WHEREAS, the City Council has determined that is in the best interest of the City and its employees to amend the retirement funds to provide staggered terms of office for members of the Boards of Trustees for each fund; and

WHEREAS, in order to implement the proposed changes, amendment of the City of Apopka General Employees' Retirement Trust Fund, Firefighters' Retirement Trust Fund and Police Officers' Trust Fund is required,

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

SECTION I. Amendment of Section 63-23.

That Section 63-23, "Board of Trustees", of Article II, of Part II of the Code of Ordinances of the City of Apopka, is hereby amended to read as follows:

(Note: Strike-throughs and underlines represent additions and deletions, respectively):

Sec. 63-23. - Board of trustees.

- (a) That sole and exclusive administration of and responsibilities for the proper operation of the system and for making effective the provisions of this article is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom shall be the mayor and the city clerk, and two of whom shall be members of the system, who shall be elected by a majority of the general employees who are members of the system and who vote in said election. The fifth trustee shall be chosen by a majority of the previous four trustees as provided for herein, and such person's name shall be submitted to the Apopka City Council. Upon receipt of the fifth person's name, the city council shall, as a ministerial duty, appoint such person to the board as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as herein

ORDINANCE NO. _____

provided and shall serve a two-year term unless he sooner vacates the office. Each member trustee shall serve as trustee for a period of two years, unless he sooner leaves the employment of the city as a general employee or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. DROP participants can be elected as and vote for elected trustees. The board shall establish and administer the nominating and election procedures for each election. Notwithstanding anything herein to the contrary, effective [effective date] the term of office of the fifth trustee shall be extended for a single one-year period to provide for staggered terms of office. Thereafter, said trustee position shall serve for a period of two years, unless the member vacates the office as trustee. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

SECTION II. Amendment of Section 63-63.

That Section 63-63, “Board of Trustees”, of Article III, of Part II of the Code of Ordinances of the City of Apopka, is hereby amended to read as follows:

(Note: Strike-throughs and underlines represent additions and deletions, respectively):

Sec. 63-63. - Board of trustees.

- (a) The sole and exclusive administration of and responsibilities for the proper operation of the retirement system and for making effective the provisions of this article is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Apopka City Council, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. DROP participants shall be eligible to be elected as a member trustee but may not vote for elected trustees. The fifth trustee shall be chosen by a majority of the previous four trustees as provided for herein, and such person's name shall be submitted to the Apopka City Council. Upon receipt of the fifth person's name, the Apopka City Council shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as herein provided and shall serve a two-year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two years, unless he sooner vacates the office or is sooner replaced by the Apopka City Council at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two years, unless he sooner leaves the employment of the city as a firefighter or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. Notwithstanding anything herein to the contrary, effective [effective date] the term of office of the appointed, resident trustees shall be extended for a single one-year period to provide for

ORDINANCE NO. _____

staggered terms of office. Thereafter, each resident board members shall serve as trustees for a period of two years, unless he vacates his office as trustee. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

SECTION III. Amendment of Section 63-103.

That Section 63-103, "Board of Trustees", of Article IV, of Part II of the Code of Ordinances of the City of Apopka, is hereby amended to read as follows:

(Note: Strike-throughs and underlines represent additions and deletions, respectively):

Sec. 63-103. - Board of trustees.

- (a) The sole and exclusive administration of and responsibilities for the proper operation of the retirement system and for making effective the provisions of this article is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Apopka City Council, and two of whom shall be members of the system, who shall be elected by a majority of the police officers who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided for herein, and such person's name shall be submitted to the Apopka City Council. Upon receipt of the fifth person's name, the Apopka City Council shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as herein provided and shall serve a two-year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two years, unless he sooner vacates the office or is sooner replaced by the Apopka City Council at whose pleasure he shall serve. Each trustee shall serve as trustee for a period of two years, unless he sooner leaves the employment of the city as a police officer or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. DROP participants can be elected as but not vote for elected trustees. The board shall establish and administer the nominating and election procedures for each election. Notwithstanding anything herein to the contrary, effective [effective date] the term of office of the appointed, resident trustees shall be extended for a single one-year period to provide for staggered terms of office. Thereafter, each resident board members shall serve as trustees for a period of two years, unless he vacates his office as trustee. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

SECTION IV. Directions to the City Clerk.: That the City Clerk, or the City Clerk's designee, is hereby authorized to include this amendment in the Apopka Code of Ordinances of the

ORDINANCE NO. _____

City of Apopka, Florida. The Clerk may make format changes as necessary to ensure consistency with the current Code protocol.

SECTION V. Conflicts: All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

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

SECTION VII. Effective Date: This Ordinance shall become effective immediately upon adoption.

FIRST READING: _____

SECOND READING
AND ADOPTION: _____

Joe Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM

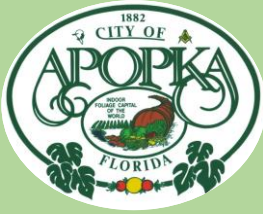
Clifford Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING

Backup material for agenda item:

4. Resolution No. 2017-01 - Florida League of Cities Appointment.

Mayor Kilsheimer



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 5, 2016
 FROM: Administration
 EXHIBITS: Resolution 2017-01

SUBJECT: THE FLORIDA CONSTITUTION REVISION COMMISSION [CRC]

REQUEST: ACCEPTANCE OF RESOLUTION 2017-01

SUMMARY:

The CRC meets once every 20 years to recommend and review changes to Florida’s constitution that may appear on an upcoming general election ballot. The next meeting of the CRC is scheduled during 2017 for the general election during 2018.

The CRC is made up of members selected by the Governor, Speaker of the Florida House, the Senate President and the Chief Justice of the Florida Supreme Court. The State’s Attorney General is the one established sitting member.

The Florida League of Cities is a watchdog of sorts when it comes to guarding Home Rule of municipalities. Over the years, the sovereign rights of cities in Florida has diminished as a result of new laws, modification of existing laws and even sporadic changes to the State’s constitution. For this reason, the League believes it prudent to have someone from municipal government serve on the CRC during 2017 and is asking member cities to pass the following resolution supporting the appointment of the Florida League of Cities President, Boca Raton Mayor Susan Haynie. All supporting resolutions will be presented to the Governor, House Speaker and Senate President in hopes one or all will agree municipalities need to be represented.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Support and vote for acceptance of Resolution 2017-01

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. 2017-01

A RESOLUTION OF THE CITY OF APOPKA, FLORIDA, URGING THE APPOINTMENT OF MUNICIPAL OFFICIALS TO THE 2017-18 CONSTITUTION REVISION COMMISSION; SUPPORTING THE PROTECTION OF MUNICIPAL HOME RULE; SUPPORTING THE POSITIONS OF THE FLORIDA LEAGUE OF CITIES, INC.; SUPPORTING THE APPOINTMENT OF FLORIDA LEAGUE OF CITIES PRESIDENT, BOCA RATON MAYOR SUSAN HAYNIE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XI of the Florida Constitution establishes and describes the duties, powers, structure, and function of the Constitution Revision Commission (CRC); and

WHEREAS, the CRC meets every 20 years, is next scheduled to meet in 2017 for the third time in the State's history, and will review and recommend changes to Florida's constitution that may appear on the 2018 General Election ballot for the consideration of Florida's voters; and

WHEREAS, the CRC is comprised of 37 members: the Attorney General of Florida, fifteen members appointed by the Governor, nine members appointed by the Speaker of the House, nine members appointed by the Senate President, and three members appointed by the Chief Justice of the Florida Supreme Court; and

WHEREAS, the City of Apopka is a member of the Florida League of Cities, Inc.; and

WHEREAS, the Florida League of Cities, Inc. (FLC), was created in 1922 to work for the general improvements of its members, Florida's municipal governments; and

WHEREAS, the FLC believes local self-government is the keystone to American democracy and constitutional municipal home rule authority should be protected and expanded; and

WHEREAS, municipalities are the only optional form of government, created primarily to serve the needs and desires of its citizens; and

WHEREAS, municipalities are the governments closest to the people and are governed by the citizens who have distinguished themselves as public servants; and

WHEREAS, the more than 2,000 municipal elected officials, representing the 412 cities that comprise the FLC and account for more than 10 million Floridians, recognize the CRC will weigh in on a variety of proposals that potentially affect municipal home rule authority and the ability of city officials to respond to the needs and conveniences of their citizens; and

WHEREAS, the FLC finds it is necessary to have municipal representation on the CRC to ensure that local perspectives and concerns are adequately voiced before the CRC; and

WHEREAS, the City of Apopka supports the positions of the FLC relating to municipal representation on the CRC.

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

SECTION 1. The City of Apopka City Council respectfully requests that Governor Rick Scott, Florida House Speaker Richard Corcoran, and Florida Senate President Joe Negron appoint municipal elected officials to serve on the 2017-18 Constitution Revision Commission (CRC).

SECTION 2. The City of Apopka City Council supports the appointment of Florida League of Cities President, Boca Raton Mayor Susan Haynie, as a member of the 2017-18 CRC.

SECTION 3. The City of Apopka City Council urges the CRC to adopt proposals that protect municipal home rule authority and restrict unfunded state mandates.

SECTION 4. A copy of this Resolution shall be provided to Governor Rick Scott, Florida House Speaker Richard Corcoran, and Florida Senate President Joe Negron, and the Chair of the CRC (once designated)

SECTION 5. This Resolution shall take effect immediately upon adoption

PASSED AND ADOPTED by the City Council of the City of Apopka, Florida at its regular meeting assembled this 4th of January, 2017.

Joseph E. Kilsheimer, Mayor

ATTEST;

Linda F. Goff, City Clerk