



AGENDA

APOPKA CITY COUNCIL MEETING @ 1:30 PM City Hall Council Chamber 120 East Main Street – Apopka, Florida 32703 September 02, 2015

INVOCATION

Reverend Richard King of St. James AME Church

PLEDGE OF ALLEGIANCE

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

EMPLOYEE RECOGNITION

1. Samuel Anderson - Public Services/Sanitation - Ten Year Service Award
2. Charles Rogers - Public Services/Sanitation - Ten Year Service Award
3. Raymond Thompson - Fire Department/Fire Chief's Office - Twenty Five Year Service Award

CONSENT AGENDA

1. Approve the minutes from the regular City Council meeting held on August 19, 2015, at 7:00 p.m.
2. Authorize the issuance of a Peddlers Permit to UScream Delights for operation of a Mobile Ice Cream Vendor Vehicle within the City of Apopka.
3. Renewal of the Interlocal Agreement for dispatching services between the City of Maitland and the City of Apopka, which is set to expire September 30th, 2015.

4. Award a contract in the amount of \$16,600 to Reiss Engineering, Inc. to perform a Fire and EMS Impact Fee Study.

LEGISLATIVE: ORDINANCES AND RESOLUTIONS

1. ORDINANCE NO. 2446 - THIRD READING & ADOPTION
Deferred from previous City Council meeting on August 19th, 2015.
Creation of synthetic tax incremental financing district [STIF] within the Ocoee/Apopka Small Study Area. Glenn A. Irby
2. RESOLUTION NO. 2015-16 - To amend the budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015. Pam Barclay

QUASI-JUDICIAL: ORDINANCES AND SITE APPROVALS

1. ORDINANCE NO. 2443 – SECOND READING & ADOPTION
COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND
USE AMENDMENT – VSI Custom Homes, from “County” Low
Density Residential (0-4 du/ac) to “City” Residential Low
(0-5 du/ac), for property located south of East 6th Street,
west of Orange Blossom Trail.
(Parcel ID #s: 10-21-28-8652-07-010 & 10-21-28-8652-08-060) David Moon
2. ORDINANCE NO. 2444 – SECOND READING & ADOPTION
CHANGE OF ZONING – VSI Custom Homes, from “County”
R-2 (ZIP) to “City” PUD (Residential), for property located south
of East 6th Street, west of Orange Blossom Trail.
(Parcel ID #s: 10-21-28-8652-07-010 & 10-21-28-8652-08-060) David Moon
3. ORDINANCE NO. 2447 – SECOND READING & ADOPTION
CHANGE OF ZONING - Property Industrial Enterprises, LLC,
From I-1 (Restricted Industrial) to Planned Unit Development
(PUD/I-1).
(Parcel ID #s: 09-21-28-0000-00-011 & 08-21-28-0000-00-029) David Moon
4. ORDINANCE NO. 2448 – SECOND READING & ADOPTION
CHANGE OF ZONING – D. Arthur Yergey Trust, from “County”
A-1 (ZIP) (Agriculture) to “City” I-1 (Industrial), for property
located at 203 and 215 West Keene Road.
(Parcel ID #s: 21-21-28-0000-00-025; 21-21-28-0000-00-024) David Moon
5. ORDINANCE NO. 2449 – FIRST READING - CHANGE OF ZONING
PUD MASTER PLAN – Third Amendment to the Mullinax Ford of
Central Florida, Inc. Planned Unit Development Master Plan, for
property located north of S.R. 436 (a.k.a. Semoran Boulevard) and
east of Roger Williams Road.
(Parcel ID #s: 24-21-28-0000-00-002; 24-21-28-0000-00-049;
24 -21-28-0000-00-083; 24-21-28-0000-00-084) David Moon

- 6. REVISED FINAL DEVELOPMENT PLAN
Northwest Distribution Facility Building "C"
Owned by Oakmont Apopka Road, LLC and located at
1349 Ocoee-Apopka Road (Between S.R. 451 and Ocoee-Apopka
Road and east of Boy Scout Road).
(PARCEL ID #: 17-21-28-5953-01-000)

Jay Davoll

DEPARTMENT REPORTS, BIDS, AND PROPOSED AGREEMENTS

- 1. Authorize the Mayor or his designee to execute the Marden Interchange Agreement to share in the cost of constructing a "half interchange" from the expressway [SR 414] that would connect with Marden Road.

Glenn A. Irby

ITEMS NOT REQUIRING COUNCIL ACTION

- 1. Public Services (Utility Maintenance Division) - Resident commendation letter on water line repair.

MAYOR'S REPORT

OLD BUSINESS

- 1. COUNCIL
- 2. PUBLIC

NEW BUSINESS

- 1. COUNCIL
 - a. Pre-Agenda Workshop
- 2. PUBLIC

ADJOURNMENT

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

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

Backup material for agenda item:

1. Approve the minutes from the regular City Council meeting held on August 19, 2015, at 7:00 p.m.

CITY OF APOPKA

Minutes of the regular City Council meeting held on August 19, 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
Assistant City Attorney Drew Smith
City Administrator Glenn Irby

PRESS PRESENT: John Peery - The Apopka Chief
Steve Hudak, Orlando Sentinel

INVOCATION – Commissioner Arrowsmith introduced Linda Laurendeau, who gave the invocation.

PLEDGE OF ALLEGIANCE – Mayor Kilsheimer said on August 11, 1954, Apopka High School Principal Roger Williams appealed to the Apopka City Council to help fund bleachers at Edwards Field to provide seating for fans to attend Blue Darter football games. The Council voted unanimously to contribute \$500 of the \$3,500 needed to add bleachers at Edwards Field to accommodate the growing crowds of Apopka football fans. The proud tradition of Apopka football continues this Friday as the number one ranked Blue Darters travel to Lake City to take on the Columbia High School Tigers in their first game of the season. He encouraged everyone who is able to come out and support the Blue Darters on the road. He asked all to reflect on the community bonds that are forged under Friday night lights and give thanks to the many coaches and mentors who make a difference in the lives of Apopka youth through sports as he led in the Pledge of Allegiance.

Mayor Kilsheimer recognized Orange County Commissioner Bryan Nelson.

PRESENTATIONS

1. The winner of the “2015 National American Miss Florida,” Rosemari Martinez, presented her involvement in the pageant and community stating she was currently a freshman at Apopka High School under the magnet program of medical careers. She currently volunteers at the St. Vincent Society where she helps organize the food pantry, clothes, and clean. Now that she has won the state title, she is on her way to compete for the National Junior Teen title in Anaheim, California on Thanksgiving weekend.
2. The National Director of Community Hazard Mitigation from Insurance Services Office (ISO), Thomas Weber to present on the Public Protection Classification for Apopka.

Thomas Weber gave a presentation on Apopka’s Fire Department’s ISO Class 1, the highest grade given in the insurance industry for fire protection. He reviewed the report and said our

Fire Department has experienced 12 years being Class 1, and their score was 101.69 out of 105.5, being the highest score he has seen in the past year.

CONSENT AGENDA

1. Approve the minutes from the City Council Budget Workshop held on July 20, 2015, at 1:30 p.m.
2. Approve the minutes from the City Council Budget Workshop held on July 21, 2015, at 1:30 p.m.
3. Approve the minutes from the City Council Budget Workshop meeting held on July 22, 2015, at 1:30 p.m.
4. Approve the minutes from the special City Council meeting held on July 22, 2015, immediately following the Budget Workshop.
5. Approve the minutes from the regular City Council meeting held on August 5, 2015, at 1:30 p.m.
6. Authorize the Police Department to present Retiring Police Chief Robert Manley with his service weapon in recognition of his 26 years of service to the City of Apopka. Presentation to be made at retirement ceremony.
7. Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for Rock Springs Estates (60 Lots).
8. Approve the extension request for the City and Florida Hospital to agree to which, if any, of the road-related projects outlined in Subparagraph 3(B)(I) of the Transportation Improvements Development Agreement until November 18, 2015.
9. Approve an amendment to the contract with Reiss Engineering, Inc., to perform a water, sanitary sewer, and reclaimed water impact fee and rate update study. Includes the preparation of a wastewater 201 facilities plan and an asset management plan for the state revolving fund loan requirements in the amount of \$156,692.00, with a contingency fund in the amount of \$15,600.

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

LEGISLATIVE: ORDINANCES AND RESOLUTIONS

1. ORDINANCE NO. 2446 – SECOND READING & ADOPTION – Creation of a synthetic tax incremental financing district [STIF] within the Ocoee/Apopka Small Study Area. The City Clerk read the title as follows:

ORDINANCE NO. 2446

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, ESTABLISHING MARDEN ROAD INTERCHANGE TRUST FUND; PROVIDING FOR THE FUNDING OF THE MARDEN ROAD INTERCHANGE TRUST FUND; PROVIDING FOR ADMINISTRATION

OF THE MARDEN ROAD INTERCHANGE TRUST FUND; DETERMINING THE TAX INCREMENT TO BE DEPOSITED INTO THE MARDEN ROAD INTERCHANGE TRUST FUND; ESTABLISHING THE BASE YEAR FOR DETERMINING ASSESSED VALUES RELATING TO PROPERTY LOCATED IN THE MARDEN ROAD INTERCHANGE PROJECT AREA FOR TAX INCREMENT PURPOSES; PROVIDING FOR ANNUAL APPROPRIATION OF THE TAX INCREMENT; APPOINTING THE MAYOR OR HIS/HER DESIGNEE AS TRUSTEE OF THE MARDEN ROAD INTERCHANGE TRUST FUND; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Glenn Irby, City Administrator, said this was the second reading and staff has no additional information, but they were available for questions. He advised Mike Wright and Angel de la Portilla were both present and may wish to speak or address Council.

Mayor Kilsheimer opened the meeting to a public hearing.

Barbara Zakszewski said she wanted to speak regarding the creation of this synthetic tax incremental financial taxing district, appropriately named STIF. She stated government entities use these STIFs as a public/private partnership tool to advance economic development goals and as an overall promise of no new taxes. She declared it was originally designed to revive blighted or depressed areas and more and more STIFs are used where development would happen anyway. She said the STIF on tonight's agenda seems to be a very complicated cost sharing agreement between the city and the developer that appears the initial funding would come from the city's transportation impact fee and a complicated series of credits. She stated her main concern is that the district has been drawn up where development would already be occurring thanks to construction of the new Florida Hospital. She said no new tax was a nice prospect, but side effects can include increased roads, sewer, schools, and other public costs due to the new developments that tax payers will be paying for many years down the road. She stated ten years was a long commitment.

Tony McArthur requested Council vote no on Ordinance No. 2446 stating the timing of this with the proposed half mill property tax rate increase makes a diversion of any category of tax payer funds inappropriate at this time. He suggested this ordinance could wait until the budgeting process for next fiscal year is finished. He stated there may be other stakeholders in this process that could help with an interchange if it is truly needed, such as the Expressway Authority and Orange County. He affirmed it was odd to him the City of Apopka was the only of what he perceives of many stakeholders being asked to help facilitate a for-profit developer to enhance the value of his entity. He questioned if this was the best and most appropriate deal that can be done for the citizens of Apopka.

Tenita Reid said she was not for or against this ordinance, but she felt it would benefit the developer more than anybody and she questioned why it was called synthetic and what the tax rate would be on this special district.

City Attorney Shepard explained synthetic is a term that has been used, as this was similar to CRAs, but the county was no longer doing CRAs. The portion being talked about is the

portion that we already receive from the county and how it will be allocated internally. He further stated there was a maximum number the city was willing to contribute up to and there were several vehicles in order to get to that amount sooner. This STIF method has to be created through an ordinance and the others could be done just through the agreement. He affirmed STIF in itself is not an increase on taxes it is only going to be there if the improvements come and cause the taxes already in place to go up.

Michael Wright said he would like to clarify a few facts stating there was an assumption that development will happen in this area whether there is a ramp or not. He stated the development that will probably occur is what is already there, residential development, and the area needs commercial services. The commercial services will not come to the area without accessibility. He advised no money from the City of Apopka will go into this until he has completed it in full, it is operational and has been signed off on. Only at that point, the money getting cost shared back to him is a contribution of up to 40% of the amount which is a payment out of the impact fee trust fund. He declared this is a very important transportation related project that will serve and benefit the city.

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

Mayor Kilsheimer said from his perspective Mr. Wright is making a significant commitment to the City of Apopka with all of the development he is planning on his property. If his projects are not successful, he will not get paid back, therefore, the obligation is on him to make these projects successful. There is an incentive for him to make this project successful so that he does get paid back and there will be increased access to all of the area.

Commissioner Arrowsmith said he spoke with several citizens who had some interesting points. He stated he was convinced there was a need there for a ramp to have access to that area. He suggested if it is such a good deal, why doesn't the city do this and take advantage of the impact fee credits.

Mayor Kilsheimer said if the city did this, they would deplete that fund unless they borrowed the money.

Commissioner Arrowsmith reiterated there was a need for the access, but he would like to look into it further and suggested it be postponed to the next meeting. He inquired if they shouldn't get 50% credit on the Marden Ridge impact fee.

Mr. Irby said the only component that is shared at 50% is the STIF. The way the agreement is written, the impact fees in the study area are at 100%, except for the hospital.

Angel de la Portilla said the developer is dedicating and donating the right of way to be able to construct the interchange. He affirmed the developer is absorbing all of the costs to design, permit, finance and construct the interchange. He explained there was a portion of right-of-way on the east bound ramp that the Expressway Authority was donating for the project.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Velazquez, to table Ordinance No. 2446 to the September 2, 2015 meeting. Motion carried

unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

QUASI-JUDICIAL: ORDINANCES AND SITE APPROVALS

1. ORDINANCE NO. 2442 - SECOND READING & ADOPTION - CHANGE OF ZONING – Ponkin Road Properties, LLC, from “County” A-1 (ZIP) (Agriculture) to “City” AG-E (Agricultural Estates), for property located south of West Ponkan Road, west of Plymouth Sorrento Road. (Parcel ID #: 25-20-27-0000-00-0030 The City Clerk read the title as follows:

ORDINANCE NO. 2442

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 TO “CITY” AG-E FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF WEST PONKAN ROAD, WEST OF PLYMOUTH SORRENTO ROAD, COMPRISING 7.28 ACRES MORE OR LESS, AND OWNED BY PONKIN ROAD PROPERTIES, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

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

MOTION by Commissioner Ruth, and seconded by Commissioner Arrowsmith, to adopt Ordinance No. 2442. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. ORDINANCE NO. 2443 - FIRST READING - COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND USE AMENDMENT – VSI Custom Homes, from “County” Low Density Residential (0-4 du/ac) to “City” Residential Low (0-5 du/ac), for property located south of East 6th Street, west of Orange Blossom Trail. (Parcel ID #: 10-21- 28-8652-07-010 & 10-21-28-8652-08-060). The City Clerk read the title as follows:

ORDINANCE NO. 2443

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” LOW DENSITY RESIDENTIAL (0-4 DU/AC) TO “CITY” RESIDENTIAL LOW (0-5 DU/AC), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF E 6TH STREET, WEST OF ORANGE BLOSSOM TRAIL, COMPRISING 3.6 ACRES MORE OR LESS, AND OWNED BY

VSI CUSTOM HOMES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

David Moon, Planning Manager, advised Ordinance No. 2443 and Ordinance No. 2444 apply to the same property. Ordinance No. 2443 is a land-use amendment and treated as a legislative process. Ordinance No. 2444 is re-zoning and processed as quasi-judicial.

Mayor Kilsheimer opened the meeting to a public hearing.

Jim Hall advised he was representing the property owner who has a county future land-use designation that allows up to 4 units per acre and they requested the city's same general future land-use designation which allows up to 5 units per acre. There was some concern at the Planning Commission which is why their zoning is now PUD and they are limiting themselves with regards to the zoning to only 4 units per acre on this property because of neighborhood concerns.

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

MOTION by Commissioner Dean, and seconded by Commissioner Velazquez, to approve Ordinance No. 2443 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

3. ORDINANCE NO. 2444 -FIRST READING - CHANGE OF ZONING – VSI Custom Homes, from “County” R-2 (ZIP) to “City” R-2, for property located south of East 6th Street, west of Orange Blossom Trail. (Parcel ID #s: 10-21-28-8652-07-010 & 10-21- 28-8652-08-060). The City Clerk read the title as follows:

ORDINANCE NO. 2444

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” R-2 (ZIP) (RESIDENTIAL) TO “CITY” PLANNED UNIT DEVELOPMENT (PUD/R-2/DOWNTOWN DEVELOPMENT OVERLAY DISTRICT) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF EAST 6TH STREET, WEST OF ORANGE BLOSSOM TRAIL, COMPRISING 3.6 ACRES MORE OR LESS, AND OWNED BY VSI CUSTOM HOMES; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

Jim Hall said this was the zoning portion for this property and where they are regulating themselves down from 5 units per acre to 4 units per acre.

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 Arrowsmith, to approve Ordinance No. 2444 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

4. ORDINANCE NO. 2447 – FIRST READING - CHANGE OF ZONING – Property Industrial Enterprises, LLC, c/o Michael R. Cooper, from I-1(Restricted) to Planned Unit Development (PUD/I-1), for property located North of Marshall Lake Road, west of South Bradshaw Road. (Parcel ID #s: 08-21-28-0000-00-029; 09-21-28-0000-00-011). The City Clerk read the title as follows:

ORDINANCE NO. 2447

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM I-1 TO PLANNED UNIT DEVELOPMENT (PUD/I-1) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF MARSHALL LAKE ROAD, WEST OF SOUTH BRADSHAW ROAD AND SOUTH OF CSX RAILROAD LINE, COMPRISING 35.59 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 and witnesses were sworn in by the City Clerk.

David Moon said the purpose of the rezoning request is to accommodate building height up to 50 feet, stating the Land Development Code only allows for a maximum of 35 feet. The only way to address that change in regulation is through a zoning change. Therefore, the sole purpose for this rezoning is for establishing the building height up to 50 feet for future industrial use. He affirmed the only additional condition set forth in the PUD ordinance is that the buildings have to be a minimum of 20 feet distance from each other or further if the building height increases, and the uses on this property remain at I-1 Industrial.

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 Ordinance No. 2447 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

5. ORDINANCE NO. 2448 – FIRST READING - CHANGE OF ZONING - D. Arthur Yergey

Trust, from “County” A-1 (ZIP) (Agriculture) to “City” I-1 (Industrial), for property located at 203 and 215 West Keene Road. (Parcel ID #s: 21-21-28-0000-00-025; 21-21-28-0000-00-024). The City Clerk read the title as follows:

ORDINANCE NO. 2448

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (ZIP) TO “CITY” I-1 (RESTRICTED) (0.6 FAR) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF WEST KEENE ROAD, SOUTH OF STATE ROAD 414, COMPRISING 50.77 ACRES MORE OR LESS, AND OWNED BY D. ARTHUR YERGEY TRUST; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

David Moon said this property is north of Keene Road and south of State Road 414 has a current land use designation of Industrial. This is a (ZIP) Zoning in Progress property where zoning has never been assigned. The property owner is requesting an Industrial zoning category, I-1, which is the least intensive of the two industrial zoning categories. DRC and the Planning Commission both recommend approval.

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

MOTION by Commissioner Ruth, and seconded by Commissioner Arrowsmith, to approve Ordinance No. 2448 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

6. PLAT – Marden Ridge Apartments – owned by Emerson Point Associates, LLLP; Applicant MMI Development, Inc., c/o Michael E. Wright, Esq.; Engineer GAI Consultants, Inc., c/o Anthony Call, P.E., property located Between S.R. 451 and Marden Road, south of Ocoee Apopka Road, and north of the Apopka Expressway. (Parcel ID No.: 17-21-28-0000-00-029)

David Moon said the Plat is for the property known as Marden Ridge Apartments and the applicant has requested subdivision of the property in to four lots. The Plat is consistent with the Master Plan that was previously approved. He advised DRC and Planning Commission recommend approval.

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

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Dean, to approve the Plat for Marden Ridge Apartments. Motion carried unanimously with

Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

7. FINAL DEVELOPMENT PLAN – CELL TOWER - Ponkin Road Properties, LLC, c/o James L. Gissy, for property located south of West Ponkan Road, west of Plymouth Sorrento Road. (Parcel ID #: 25-20-27-0000-00-003)

David Moon said the application was for a Final Development Plan for a 150 foot high cell tower located on a 7.28 acre parcel located south of West Ponkan Road and west of Plymouth Sorrento Road. The location is at the southwest corner of the property and only uses 1.4 acres of the property. He advised this was before the Planning Commission on August 11, 2015, with a special exception permit to determine if this use was acceptable for a cell tower. The Planning Commission approved the special exception. He affirmed before Council is a Final Development Plan and a request for a waiver for the landscaping around the fence of the cell tower site. Planning Commission recommended denying the waiver stating they felt there was a need for the landscape buffer surrounding the fence and the cell tower. This property is located to the west of the Wekiva Parkway and to the south of what will be a retention pond for the Wekiva Parkway. He advised DRC supports the waiver because of the distance to reclaimed water lines for irrigation.

Mayor Kilsheimer opened the public hearing.

Don Beager, representing the applicant, said the location has a density of trees around the site. He stated getting water to the site would be very challenging and no other utilities are needed on the site for the cell tower. He pointed out another cell tower south of State Road 414 and 429 that has no fencing or landscaping.

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

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Ruth, to approve the Final Development Plan for the cell tower with approval of the waiver request as recommended by staff. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

DEPARTMENT REPORTS, BIDS AND PROPOSED AGREEMENTS

1. Authorize the Mayor or his designee to execute the Marden Interchange Agreement to share in the cost of constructing a “half interchange” from the expressway [SR 414] that would connect with Marden Road.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Velazquez, to table the Marden Interchange Agreement to the September 2, 2015 meeting. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. Administrative Report – Glenn Irby, City Administrator, said the report was in the packet and

he would answer any questions.

MAYOR'S REPORT

1. Appointment of Recreation Director – Mayor Kilsheimer said David Burgoon was the Recreation Manager for the City of Oviedo and reviewed his qualifications. He requested Council to ratify Mr. Burgoon's appointment.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez, to ratify the appointment of David Burgoon as Recreation Director. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. Appointment of Police Chief – Mayor Kilsheimer said Chief Manley has informed him of his desire to retire effective August 21, 2015. He stated Chief Manley has served the City with distinction and honor for the past 26 years and said he was very appreciative of how Chief Manley has handled the Department since he took office. He wished Chief Manley well. He declared when Chief Manley first brought this up, it was incumbent upon him to look for a new Chief. He said he has been consulting with senior law enforcement officers in Central Florida within Seminole, Orange and Lake Counties. As a result of these discussions they came across the name of Mike McKinley who is an Apopka resident who is deeply familiar with the community. He stated Mike has a long history and resume in law enforcement and he reviewed his biography stating he worked his way through the ranks of the Orange County Sherriff's Department to become Chief Deputy. He recommended Mike McKinley for confirmation as the next Police Chief for the City of Apopka.

Commissioner Arrowsmith said his entire career with the City he has always heard of upward mobility and taken pride in the longevity of employees. He stated while he had nothing against Mr. McKinley, he is bothered that we would go outside the City to find someone. He declared he was also surprised when he learned Chief Manley had retired, and more astounded when he learned someone had been chosen to fill the position. He said he respects Mr. McKinley's resume, but out of principle he will not vote for this appointment.

Commissioner Dean said he was impressed with what Mayor Kilsheimer has done by going out of the box in getting someone to lead this City in the law enforcement department. He stated with the new Chief he can bring changes to make this City more compatible and in line with other cities.

Mayor Kilsheimer opened the meeting to public comment.

Ray Shackelford said he strongly echoed the sentiments of Commissioner Arrowsmith and stated we have qualified people in the Apopka Police Department and we needed to give people hope for upward mobility. He stated he was surprised with this appointment. He expressed a concern with the lack of diversity within City government.

Pastor Hezekiah Bradford said he echoed the same as he heard from Mr. Shackelford and Commissioner Arrowsmith. He applauded the job Chief Manley has done from the standpoint

of human relations with the citizens in Apopka as well as the Pastors and other leaders within the confines of the Apopka community. He stated he was troubled again by the diversity when there was an opportunity to bring forward two staff members.

Ortenzio “Artie” Vecchio said he has been here 34 years and has seen most of the policemen and firemen stating there are a lot of good people behind Chief Manley that would have done a good job for the City.

Sylvester Hall echoed the sentiments for Chief Manley and thanked him for the short time he has known him personally. He said as a citizen and veteran the only thing required from our leaders is to be open, honest, and fair. He stated he was impressed by the new Chief’s resume, but this puts him in a bittersweet position coming in.

MOTION by Commissioner Ruth, and seconded by Commissioner Dean to ratify the appointment of Mike McKinley as the next Police Chief for the City of Apopka. Motion carried by a 4-1 vote with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Ruth voting aye and Commissioner Arrowsmith voting nay.

Mayor Kilsheimer announced Chief Manley’s last day is this Friday and there will be a ceremony tomorrow at 12:30 p.m. to present Chief Manley with his service weapon. Mike McKinley will start with the City of Apopka on August 31, 2015 and the Interim Chief of Police will be Eric Fortinberry who is a Senior Commander in the Orange County Sheriff’s office.

OLD BUSINESS

1. COUNCIL – There was no old business from the Council.
2. PUBLIC

Suzanne Kidd provided a short synopsis of the Community Wide Visioning process. She encouraged everyone to go to the website at visioningapopka.net and fill out the survey. She advised Keith and Schnars will be holding community forums on September 15, 2015 at the VFW/Community Center; September 17, 2015 at Apopka High School; September 22, 2015 at University of Florida IFAS; and September 26, 2015 at Wolf Lake Middle School. In addition on September 29, 2015 there will be a business forum at the VFW/Community Center and the Mobile unit will be at Alonzo Williams Park on September 5, 2015, and the Northwest Recreation Complex on September 12, 2015.

NEW BUSINESS

1. COUNCIL – There was no new business from the Council.
2. PUBLIC

Tony McArthur said he didn’t hear feedback on some of the comments he made on the STIF

ordinance and would like to have some feedback from the City Administrator or Council. He raised the question about other stakeholders that would benefit from this interchange that could help pay for this. He stated on a separate topic, the stewardship of City Council with regards to taxpayer money, there were opportunities for improvement and over the years there have been unnecessary spending approved by Council and Council should request a return on the investment analysis for all of the money spent on these projects that are not typically part of a City's charter and fall out of scope of services.

Pastor Hezekiah Bradford and Pastor Richard King spoke with regards to providing citizen input regarding advocacy for affordable housing resources for the south side of Apopka. He stated there has been a discussion with regards to a \$2 million request for redevelopment efforts for the south side of Apopka. He said they want to be good stewards of our taxpayer's dollars and also considered good partners with the City of Apopka, so they have decided against requesting any taxpayer dollars from the City to accomplish the goal of developing affordable multifamily housing. They are requesting support from the City to donate \$150,000 of city owned property based on the assessed value to be adopted into the 2015/16 fiscal year's budget and the planned development for affordable multifamily housing located on the south side of Apopka.

Mayor Kilsheimer said there was a Budget Workshop scheduled next Wednesday and the Budget Hearings are in September. He advised the revenue forecast from the State has come back far more optimistic that they knew about in early July and staff is working on readjusting the Budget and looking at all requests. He stated he thinks they are asking to incorporate this study that has to be undertaken into the work plan of the City of Apopka for fiscal year 2016/17. He advised the statute is very clear, if the city is going to declare land surplus for the purposes of being donated for affordable housing development, the city has to conduct an inventory and go through a public hearing process and chose parcels to declare as surplus and it would be made available through a public process.

Ray Shackelford said every opportunity we have to engage the entire Apopka community in the economic development process, we need to do so. He called upon the Council and said he would appreciate their support of the proposal that was just presented. He asked how the city addressed the deficit of the Old Florida Outdoor Festival, to which Mayor Kilsheimer explained the city budgets for the festival and this past year's deficit has been the smallest since it started. The plan going forward is to increase revenue from sponsorships, ticket sales, and additional exhibits.

Francina Boykin inquired if those living in unincorporated Apopka would be allowed and encouraged to participate in the visioning survey.

Mayor Kilsheimer responded in the affirmative.

Ms. Boykin said she keeps hearing south Apopka and gave history of how south Apopka has been defined in various ways. She suggested if dedicating this area that it be done officially.

Michael Wright said he was a land owner and taxpayer in south Apopka and he hopes to move forward in a positive way, stating he will discuss development with Pastors Bradford

and King. He also stated with regards to the proposed interchange, he did hold a stakeholders meeting with regards to transportation needs in that area. He invited Mr. McArthur to contact him following the meeting as he did a financial analysis.

David Hoffman said he lives in Rock Springs Ridge and he asked the Mayor or Commissioners to address the protocol and legal framework for reopening a PUD and asked if the residents are to be notified that such petition has been served.

City Attorney Shepard advised a PUD was just a zoning category assigned and it is a contract with the city where they come to agreement on development. If asking to amend a PUD, there are a series of hearings and notices they would be required to go through.

Mayor Kilsheimer suggested Mr. Hoffman address this procedure with the City Attorney following the meeting and said he would be glad to meet with him following the meeting.

Michael Cooper welcomed Chief McKinley and thanked Chief Manley for what he has done.

ADJOURNMENT – There being no further discussion, the meeting adjourned at 9:39 p.m.

ATTEST:

Joseph E. Kilsheimer, Mayor

Linda F. Goff, City Clerk

Backup material for agenda item:

2. Authorize the issuance of a Peddlers Permit to UScream Delights for operation of a Mobile Ice Cream Vendor Vehicle within the City of Apopka.



**CITY OF APOPKA
CITY COUNCIL**

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

MEETING OF: September 2, 2015
 FROM: Administration
 EXHIBITS: Peddler Permit Application

SUBJECT: PEDDLER PERMIT - USCREAM DELIGHTS – MOBILE ICE CREAM VENDOR

Request: AUTHORIZE THE ISSUANCE OF A PEDDLERS PERMIT TO USCREAM DELIGHTS FOR OPERATION OF A MOBILE ICE CREAM VENDOR VEHICLE.

SUMMARY

Daniel Green, of UScream Delights, is requesting approval from the City Council for a Peddlers Permit to operate a mobile ice cream vendor vehicle in the City of Apopka.

The application has been reviewed and approved by the Fire, Police, and Community Development Departments.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Authorize issuance of a Peddlers Permit for Daniel Green, of UScream Delights, for the operation of a mobile ice cream vendor vehicle in the City of Apopka, subject to meeting all state, county, and city regulations.

DISTRIBUTION

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

Finance Director
 HR Director
 IT Director
 Police Chief

Public Ser. Director
 City Clerk
 Fire Chief



Community Development Dept.
 120 East Main Street
 Apopka, Florida 32703
 Phone: 407-703-1739
 communitydevelopment@apopka.net

PEDDLER PERMIT APPLICATION

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

Business/Organization Information	Applicants Information
Name: <u>UScream Delights</u>	Name: <u>Daniel Green</u>
Address: <u>282 Lake Doe Blvd</u>	Address: <u>282 Lake Doe Blvd</u>
Shopping Center:	City/State/Zip: <u>Apopka 32703</u>
City/State/Zip: <u>Apopka FL 32703</u>	Phone: <u>321-525-3989</u> Fax: <u>—</u>
Phone: <u>321-525-3984</u> Fax: <u>—</u>	Email Address: <u>CASANOVAFRANKENSTEIN@live.com</u>
Mailing Address (If different than above)	Mailing Address (If different than above)
Street: <u>SAME</u>	
City/State/Zip	

Describe the nature of your business or goods to be sold: (In Detail) Ice Cream Truck

Location where goods will be sold: in Apopka

Date permit to be issued for: From: _____ To: _____

Vehicle Description: (if applicable) Year: 03 Make: FORD Model: WINSTAR VAN(X2)

Color: PINK State: FL Owner: Daniel Green

Name and Address of Manufacture of goods to be sold: WANNA Icecream (Distributor) 480 27th St

Name/Address/Phone Number of two(2) reliable character/business references (preferably in Orange County): Orlando

Kelli Lipscomb 352-254-0615
Dr. Sheila Scott 407-484-2183

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

If yes, please explain: _____

Federal Tax ID Number (FEI#) 58-8016789449-1 OR Social Security Number: _____

Fictitious Name Registration # G-150007715 OR Exemption Status: _____ (Attach Copy)

Regulatory License/Certification #: _____ Corporate Doc #: _____



Administrative Services
 120 East Main Street
 Apopka, Florida 32703
 Phone: 407-703-1703
 adminservices@apopka.net

HOME BUSINESS TAX RECEIPT APPLICATION

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

Business Information	Mailing Address (If different than business address)
Name: <u>USCREAM DELIGHTS</u>	Name: _____
Address: <u>282 Lake Doe Blvd</u>	Address: _____
City/State/Zip: <u>Apopka FL 32703</u>	City/State/Zip: _____
Phone: <u>3215253989</u> Fax: _____	Phone: _____ Fax: _____
Email Address: <u>CosanovaFrankenstein@Live.com</u>	Email Address: _____

Business Description (In Detail): Ice Cream Truck (pre-packaged)

Federal Tax ID Number (FEI#) 593221354 OR Social Security Number: _____

Fictitious Name Registration #: G15000077715 OR Exemption Status: _____
(Attach Copy) (Licensed Professional, First & Last Name Used, Incorporated, Attorney)

Regulatory License/Certification #: _____ Corporate Doc #: _____

Applicant Signature: [Signature] Date Submitted: 31 July 15

COMMUNITY DEVELOPMENT

Date Received: <u>8/19/15</u>	Date Approved: <u>8/19/15</u>	Approved By: <u>R-3</u>
Telephone and/or Mobile Business Only: Yes: _____ No: _____	Zoning Est.: <u>K-10</u>	
Legal Description: <u>08-21-28-1806-00-110</u>		
Comprehensive Plan (Land Use): <u>Res Low</u>		
Comments: <u>home office use only; all sales shall be mobile only -</u>		

ADMINISTRATIVE SERVICES

Full Fiscal Year Fee: \$ _____
 Half Year Fee: \$ _____
 Transfer Fee: \$ _____

Business Code/Class: _____ Business Tax Receipt #: _____

Application Fee: \$10.00 Date Paid: _____ Date Issued: _____ Issued by: _____

Bus Tax Subtotal: \$ _____ Total Paid: \$ _____ Cash Credit/Debit: Check #: _____



Administrative Services
 120 East Main Street
 Apopka, Florida 32703
 Phone: 407-703-1703
 adminservices@apopka.net

HOME BUSINESS AFFIDAVIT

Business Owner Info	Property Owner Information (If different than Business Owner)
Name <i>Daniel Green</i>	Name
Street <i>292 Lake Dor Blvd</i>	Street
City/State/Zip <i>Apopka FL 32703</i>	City/State/Zip
Telephone <i>321 525 3989</i>	Telephone
Proposed Name of Business: <i>UsClean Delights</i>	
Description of Proposed Business: <i>Ice cream truck</i>	

Regulations for a Home Business Tax Receipt

Home Business shall be conducted entirely within a dwelling, provided that all of the following conditions are met:

1. The use of the dwelling unit for the home business shall be clearly incidental and subordinate to its use for residential purposes by its occupants and shall under no circumstances change the residential character thereof.
2. No person other than members of the family residing on the premises shall be engaged in the home business.
3. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of a home business.
4. No home business shall be conducted in any accessory building.
5. No home business shall occupy more than one room of the primary residence. No room which has been constructed as an addition to the residence, nor any attached porch or garage which has been converted in living quarters, shall be used for a home business until two years after the date of completion thereof, as shown by the records of the Building Division.
6. No traffic shall be generated by such home business in greater volumes than would normally be expected in a residential neighborhood, and no commercial licensed vehicles shall be utilized in the home business. The home business shall not involve the use of commercially licensed vehicles or vehicles which exceed three-quarters ton, for delivery of materials or supplies to or from the premises. Any need for parking generated by the conduct of a home business shall be met off the street and other than in a required front yard.
7. No equipment or process shall be used in a home business which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot if the business is conducted in a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence.

8. No demonstration of products for sale will be permitted as part of a home business.
9. The following shall not be considered home businesses: beauty shops, barbershops, band instrument or dance instruction, public dining facility or tearoom, antique or gift shop, photographic studio, fortune telling or similar activity, outdoor repair, food processing, retail sales, nursery school, or kindergarten. The giving of group instruction of any type shall not be deemed a home business;
10. The giving of individual instruction to one person at a time, such as art or piano teacher, shall be deemed a home business;
11. Fabrication of articles such as are commonly classified under the terms arts and handicrafts may be deemed a home business;
12. A home business shall be subject to all applicable City Business Tax Fees and other business taxes.

Business shall be conducted in accordance with City Code, Chapter 74 – Local Business Taxes, Article IV, Sections 74 – 104.

I, the undersigned, do hereby swear and affirm that I am a resident of Apopka, Florida, that I am the person responsible for the operation and conduct of the business named herein. I have read and understand the REGULATIONS FOR HOME BUSINESS TAX RECEIPT, and hereby agree to abide fully by said regulations.

I understand an Orange County Business Tax Receipt must be obtained after the City Business Tax Receipt is issued.

I further understand that it is the applicant's responsibility to secure the Business Tax Receipt prior to conducting business in the City of Apopka.


Business Owner Signature

31 9-14-15
Date

CITY OF APOPKA




Peddler Permit
Daniel Green
UScream Delights
 Organization

The City of Apopka does not endorse the validity, reliability, or merchantability of the product or cause, which this permit allows. Any misrepresentation or irregularity should be reported to the Police Department by calling 407-703-1771.

CITY OF APOPKA

Address: 282 Lake Doe Blvd
 Apopka, FL 32703

DOB: 01/14/1970 Hair: Black
 Sex: Male Eyes: Brown
 Race: Black Weight: 190

FL DL G650-160-70-014-0

This permit does not authorize or imply that the person named and photographed appearing hereon is permitted to solicit in those neighborhoods and/or at those residences that are posted with "No Soliciting" signs

Date Issued: 06/22/2015
 Date Expires: 05/18/2016
 Permit Number: # 10283

INDEMNITY AND HOLD HARMLESS AGREEMENT

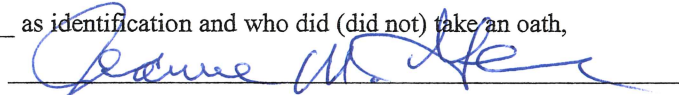
THIS AGREEMENT made and entered into this 3 day of August, 2015, by and between, Daniel Green hereinafter referred to as UScream Ice Cream and the CITY OF APOPKA, FLORIDA, hereinafter referred to as The City.

UScream Ice Cream hereby agrees to indemnify and hold harmless the City and all of the City's officers, representatives, employees, and/or agents arising out of, or resulting from any damages, injuries, or illness from any and all liability, including any injury to or death of any person, or damage to or destruction of property in or about the premises; defense costs, including attorney's fees and all other fees incidental to defense; loss or damage the City may suffer as a result of claims, demands, costs or judgments against it arising from participation in particular: held on the 3 day of August, 2015, through the 3 day of August, 2016.

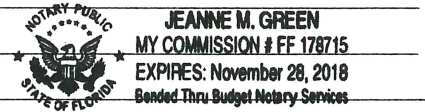
Signature of Applicant: 




STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of August, 2015, by, Daniel Green and who is personally known to me or who has produced FL DRIVERS LICENSE as identification and who did (did not) take an oath, 6650-160-70-014-0



Notary Public: _____
Commission No: _____
Commission Expires: _____



Department	Approved	Denied	Comments:
CD - Zoning: 	✓		
Fire: 	✓		
Police: 	✓		
City Council:			

Application Fee: \$10.00 Date Paid: _____ Permit Fee: \$50.00 Date Paid: _____

Cash Credit/Debit: Check #: _____

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G15000077715

Fictitious Name to be Registered: USCREAM DELIGHTS

Mailing Address of Business: 282 LAKE DOE BLVD
APOPKA, FL 32703

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

**FILED
Jul 27, 2015
Secretary of State**

Owner(s) of Fictitious Name:

GREGORY, GLORIA
282 LAKE DOE BLVD
APOPKA, FL 32703

GREEN, DANIEL
282 LAKE DOE BLVD
APOPKA, FL 32703

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

DANIEL GREEN AND GLORIA GREGORY

07/27/2015

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested (X)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2015

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

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


PRODUCER Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062		CONTACT NAME: FLIP Program Support PHONE (A/C, No., Ext): (888) 568-0548 FAX (A/C, No.): E-MAIL ADDRESS: info@fliprogram.com	
INSURED Daniel Green, DBA Uscream Delights 282 Lake Doe Blvd Apopka FL 32703		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Alliance Insurance Co. NAIC # 26832 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	PL3305436-F011711	08/03/2015	08/03/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured-Vendors (CG 20 15 Ed. 04 13)

CERTIFICATE HOLDER City of Apopka 120 e main st Po box 1229 Apopka FL 32704	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Vendor)	Your Products
Any vendor of products covered by this policy but only for product defect claims where said vendor had no involvement in the creation of the alleged defect and there are not allegations of independent wrongdoing.	All products of Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. the insurance afforded to such vendor only applies to the extent permitted by law; and
2. if coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - c. any express warranty unauthorized by you;
 - c. any physical or chemical change in the product made intentionally by the vendor;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in subparagraphs d. or f. ; or

(2) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

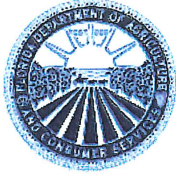
C. With respect to the insurance afforded to these vendors, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Florida Department of Agriculture and Consumer Services
Division of Food Safety



ANNUAL FOOD PERMIT APPLICATION

ADAM H. PUTNAM
COMMISSIONER

Chapter 500, Florida Statutes
(850) 245-5520

Visit # 1763000741

Bureau of Food and Meat Inspection
Attention: Records Section
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

Print Date: August 06, 2015

Note: Inspection by the Department is required prior to submission of this application

The Florida Department of Agriculture and Consumer Services is the exclusive regulatory and permitting authority for any person, business or corporation engaged in manufacturing, processing, packing, holding or preparing food or selling food at wholesale or retail. For purposes of this application, food is considered to include, but is not limited to, all prepackaged grocery items, prepared foods, packaged ice, bottled or vended water, candy and other snack foods, soda, infant formula, vitamin and mineral dietary supplements.

INFORMATION ABOUT THE LOCATION TO BE PERMITTED

Food Entity Number: Food Entity Type: 164 Territory: 510 Established Date: 08/06/2015

Sells directly to consumer Sells to other businesses Both

Water treatment: *EL 22*

Waste disposal type: Pending

Water source: Pending

New Business Corrected Information Other:

Food Entity Name: U SCREAM DELIGHTS #1

Type Description: Mobile Vendor

Location Address: 282 LAKE DOE BLVD

County: Orange

City / State / Zip: APOPKA, FL - 32703-5029

Phone Number: (321) 525-3989

Directions:

INFORMATION ABOUT THE OWNER

Name of the owner: DANIEL GREEN

Business Type:

Phone Number:

Mailing Address: 282 LAKE DOE BLVD

City / State/ Zip: APOPKA, FL - 32703-5029

E-mail:

Federal Employers ID# (FEIN):

Sales Tax #:

This application must be signed by the applicant, owner or chief executive of the applicant, without the need for witness. If a corporation is in the hands of a receiver or trustee, this application shall be executed on behalf of the corporation by the receiver or trustee. I certify that I am empowered to execute this application as required by Chapter 500, Florida Statutes.

Print Name of Applicant: *Daniel Green* Title

Signature of Applicant: *[Signature]* Date *06 AUG 15*

Florida Department of Agriculture and Consumer Services
Division of Food Safety



ADAM H. PUTNAM
COMMISSIONER

FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes
(850) 245-5520

Print Date: August 06, 2015



Visit # 1763-0007-41
Bureau of Food and Meat Inspection
Attention: Records Section
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

Food Entity Number:
Food Entity Name: U SCREAM DELIGHTS #1
Date of Visit: August 06, 2015
Food Entity Address: 282 LAKE DOE BLVD APOPKA, FL32703 - 5029
Food Entity Mailing Address: 282 LAKE DOE BLVD APOPKA, FL 32703-5029
Food Entity Type/Description: 164/ Mobile Vendor
Food Entity Owner: DANIEL GREEN

Owner Code:

OVERALL RATING - PASSED

On August 06, 2015, U SCREAM DELIGHTS #1 was inspected by DOUGLAS HULSER, a representative of the Florida Department of Agriculture and Consumer Services and the Overall Sanitation Rating was PASSED.

PERMIT APPLICATION INFORMATION

Permit Application Information was verified with management.

COMPLIANCE KEY

IN = In Compliance OUT = Not In Compliance N/O = Not Observed N/A = Not Applicable

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

<u>Violation Number</u>	<u>Compliance Status</u>	<u>Violation Description</u>
1	IN	Supervision: Person in Charge present, demonstrates knowledge, and performs duties
2	N/A	Employee Health: Management, food employee and conditional employee; knowledge, responsibilities and reporting
3	N/A	Employee Health: Proper use of restriction and exclusion
4	N/O	Good Hygienic Practices: Proper eating, tasting, drinking, or tobacco use
5	IN	Good Hygienic Practices: No discharge from eyes, nose, and mouth
6	IN	Preventing Contamination by Hands: Hands clean and properly washed
7	N/O	Preventing Contamination by Hands: No bare hand contact with ready-to-eat foods or approved alternate method properly followed
8	IN	Preventing Contamination by Hands: Adequate handwashing sinks, properly supplied and accessible
9	N/A	Approved Source: Food obtained from approved source
10	N/A	Approved Source: Food received at proper temperature
11	IN	Approved Source: Food in good condition, safe and unadulterated
12	N/A	Approved Source: Required records available: shellstock tags, parasite destruction
13	N/A	Protection from Contamination: Food separated and protected
14	N/A	Protection from Contamination: Food-contact surfaces: cleaned and sanitized

Florida Department of Agriculture and Consumer Services
Division of Food Safety



ADAM H. PUTNAM
COMMISSIONER

FOOD SAFETY INSPECTION REPORT

Chapter 500, Florida Statutes
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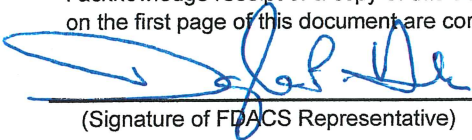
Visit # 1763-0007-41
Bureau of Food and Meat Inspection
Attention: Records Section
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

Print Date: August 06, 2015

Food Entity Number:
Food Entity Name: U SCREAM DELIGHTS #1
Date of Visit: August 06, 2015

ACKNOWLEDGMENT

I acknowledge receipt of a copy of this document, and I further acknowledge that I have verified the location and mailing addresses on the first page of this document are correct, or I have written the correct information on the first page of this document.



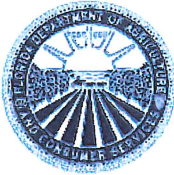
(Signature of FDACS Representative)

DOUGLAS HULSER, SANITATION AND SAFETY SPECIALIST

(Signature of Representative)

DANIEL GREEN, OWNER

Print Name and Title



Florida Department of Agriculture and Consumer Services
Division of Food Safety



ANNUAL FOOD PERMIT APPLICATION

ADAM H. PUTNAM
COMMISSIONER

Chapter 500, Florida Statutes
(850) 245-5520

Visit # 1763000742

Bureau of Food and Meat Inspection
Attention: Records Section
3125 Conner Boulevard, C-26
Tallahassee, FL 32399-1650

Print Date: August 06, 2015

Note: Inspection by the Department is required prior to submission of this application

The Florida Department of Agriculture and Consumer Services is the exclusive regulatory and permitting authority for any person, business or corporation engaged in manufacturing, processing, packing, holding or preparing food or selling food at wholesale or retail. For purposes of this application, food is considered to include, but is not limited to, all prepackaged grocery items, prepared foods, packaged ice, bottled or vended water, candy and other snack foods, soda, infant formula, vitamin and mineral dietary supplements.

INFORMATION ABOUT THE LOCATION TO BE PERMITTED

Food Entity Number: Food Entity Type: 164 Territory: 510 Established Date: 08/06/2015

Sells directly to consumer Sells to other businesses Both

Water treatment: *EL 23*

Waste disposal type: Pending

Water source: Pending

New Business Corrected Information Other:

Food Entity Name: U SCREAM DELIGHTS #2

Type Description: Mobile Vendor

Location Address: 282 LAKE DOE BLVD

County: Orange

City / State / Zip: APOPKA, FL - 32703-5029

Phone Number: (321) 525-3989

Directions:

INFORMATION ABOUT THE OWNER

Name of the owner: DANIEL GREEN

Business Type: INDIVIDUAL

Phone Number:

Mailing Address: 282 LAKE DOE BLVD

City / State / Zip: APOPKA, FL - 32703-5029

E-mail:

Federal Employers ID# (FEIN):

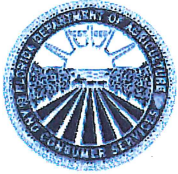
Sales Tax #:

This application must be signed by the applicant, owner or chief executive of the applicant, without the need for witness. If a corporation is in the hands of a receiver or trustee, this application shall be executed on behalf of the corporation by the receiver or trustee. I certify that I am empowered to execute this application as required by Chapter 500, Florida Statutes.

Print Name of Applicant: *Daniel Green* Title

Signature of Applicant: *[Signature]* Date *06 AUG 15*

Florida Department of Agriculture and Consumer Services
Division of Food Safety

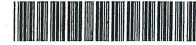


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Food Entity Mailing Address: 282 LAKE DOE BLVD APOPKA, FL 32703-5029
Food Entity Type/Description: 164/ Mobile Vendor
Food Entity Owner: DANIEL GREEN

Owner Code:

OVERALL RATING - PASSED

On August 06, 2015, U SCREAM DELIGHTS #2 was inspected by DOUGLAS HULSER, a representative of the Florida Department of Agriculture and Consumer Services and the Overall Sanitation Rating was PASSED.

PERMIT APPLICATION INFORMATION

Permit Application Information was verified with management.

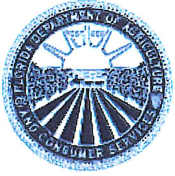
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Florida Department of Agriculture and Consumer Services
Division of Food Safety



ADAM H. PUTNAM
COMMISSIONER

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Food Entity Number:
Food Entity Name: U SCREAM DELIGHTS #2
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ACKNOWLEDGMENT

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(Signature of FDACS Representative)

(Signature of Representative)

DOUGLAS HULSER, SANITATION AND SAFETY SPECIALIST

DANIEL GREEN, OWNER

Print Name and Title



Liab. pol #
PL3305436-
F011711

City of Apopka Community Development Department PEDDLERS PERMIT/SOLICITOR CHECK LIST

Requirements:

- Completed Application for Peddlers/Solicitors Permit w/\$10.00 application fee
- Completed Application for Business Tax Receipt
- Lease agreement with property owner or notarized letter of approval from property owner to use private property (if applicable)
- Must obtain a Peddler Permit badge from the Administrative Services Division. There will be a fingerprint/background check fee of \$42.50 for each badge being issued.
- Name, Address & Phone numbers of two character and/or business references
- Health Department inspection if required for food sales
- Certificate of Insurance naming the City of Apopka as additional insured in the amount of \$1,000,000.**
- Executed Hold Harmless Agreement (pending City approval)
- Copy of Tent Permit from Building Division (if applicable)
- Approval from Police, Fire, Building & Zoning.
- City Council Approval (Additional information may be required by City Council)
- City Premise Inspection Report signed by Fire Department Inspector (if applicable)

Fees:

- \$10.00 Application Fee (non-refundable)
- ^{48.00} \$50.00 Peddler Permit Fee
- \$42.50 Fingerprint/Background Check Fee
- The City Business Tax Receipt fee is separate and will be assessed based upon what is being sold.

(City Code Chapter 62)

Backup material for agenda item:

3. Renewal of the Interlocal Agreement for dispatching services between the City of Maitland and the City of Apopka, which is set to expire September 30th, 2015.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: September 2, 2015
 FROM: Police Department
 EXHIBITS: Agreement

SUBJECT:

RENEWAL OF THE INTERLOCAL AGREEMENT FOR DISPATCHING SERVICES BETWEEN THE CITY OF MAITLAND AND THE CITY OF APOPKA.

Request:

AUTHORIZE THE MAYOR TO RENEW THE AGREEMENT BETWEEN THE CITY OF MAITLAND AND THE CITY OF APOPKA, FOR THE PURPOSE OF SETTING FORTH THE RIGHTS, DUTIES, AND OBLIGATIONS CONCERNING DISPATCHING SERVICES PROVIDED BY APOPKA FOR MAITLAND.

SUMMARY:

The City of Apopka has an existing agreement to provide dispatching services to the City of Maitland which is set to expire on September 30, 2015. Staffs of Maitland and Apopka have been working on renewing the agreement in order for Apopka to continue providing services to Maitland. The attached agreement sets forth the rights and duties of the parties and provides for payment to Apopka for dispatching services provided to Maitland. The term of the agreement shall be for one year, to automatically renew annually, unless cancelled by either party with 180 days' notice to the other.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Ratify the agreement and authorize the mayor to execute the agreement on behalf of the City.

DISTRIBUTION

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

**INTERLOCAL AGREEMENT FOR DISPATCHING SERVICES
BETWEEN
CITY OF APOPKA, FLORIDA
AND
CITY OF MAITLAND, FLORIDA**

THIS INTERLOCAL AGREEMENT is made and entered into as of the _____ day of _____, 2015, by and between the City of Apopka, a Florida Municipal Corporation, herein referred to as APOPKA, whose mailing address is P.O. Drawer 1229, Apopka, Florida 32712-1229, and the City of Maitland, a Florida Municipal Corporation, herein referred to as MAITLAND, whose mailing address is 1776 Independence Lane, Maitland, Florida 32751

WITNESSETH:

WHEREAS, APOPKA, operates and maintains a twenty-four (24) hour public safety communications center which is capable of dispatching public safety personnel in response to calls for service.

WHEREAS, APOPKA, currently provides dispatching services for MAITLAND and both cities wish for APOPKA to continue providing these services as it is a cost-saving arrangement for both cities.

WHEREAS, Florida Statute 163 allows for and encourages local governments to participate in collaborative information systems.

NOW THEREFORE, in consideration of mutual promises, terms and conditions contained herein and other good and valuable consideration, APOPKA and MAITLAND agree as follows:

SECTION 1: APOPKA’S RIGHTS AND RESPONSIBILITIES

- A. APOPKA will provide twenty-four (24) hour, seven (7) day a week police dispatching services to the MAITLAND POLICE DEPARTMENT in response to “911” calls, and shall receive and process ten-digit telephone calls for emergency service, direct dial, or other agency requests for service within the City of MAITLAND’s jurisdiction.

APOPKA agrees to answer all “911 PSAP” calls at its public safety answering point in the following time frame for MAITLAND calls for service:

Percentage of Time	95%	96%	97%
Seconds Answered in	5 Seconds	7.5 Seconds	10 Seconds

Compliance with these times for the calls for service shall be measured over a given month of thirty (30) calendar days.

- B. APOPKA will assist MAITLAND in the receiving of and transferring of emergency medical and fire calls for service, including notifications for automatic fire alarms, and automatic aid and mutual aid for fire services to Orange County, as agreed upon through a separate interlocal agreement between the City of Maitland and the Orange County Fire Services Division. This Agreement by no means shall imply that APOPKA will track statistical data related to the calls for fire service within the City of MAITLAND unless agreed to in writing in a separate interlocal agreement.
- C. APOPKA will provide MAITLAND with the Apopka Communications Division Policies and Procedures Manual outlining formal established regulations. APOPKA will negotiate with MAITLAND and other agencies dispatched by APOPKA to provide commonly agreed upon and uniform dispatching services. APOPKA will not alter or enact communications related policy or procedures without notice to and consultation with MAITLAND. All policies and procedures will meet Law Enforcement Accreditation Standards.
- D. APOPKA will keep records in a manner which complies with all State and Federal laws. The release of any records by APOPKA will be in compliance with all State and Federal laws.
- E. APOPKA will provide MAITLAND police officers with twenty-four (24) hours a day, seven (7) days a week access to information contained within the Florida Crime Information Center ("FCIC"), National Crime Information Center ("NCIC") system, and Orange County Sheriff's Office Computer Systems. Access to any electronic record shall be limited to the records contained therein and as the system is available.
- F. APOPKA will transition over to Seminole County's CAFÉ system. Once implementation is completed, APOPKA will provide MAITLAND information contained within Seminole County CAFÉ system. If APOPKA chooses to not implement Seminole County's CAFÉ system or if APOPKA implements Seminole County's CAFÉ system but later chooses to use a different system, APOPKA will provide access to a system where the records management system of MAITLAND and the dispatching services of APOPKA will interface. Specifically, APOPKA dispatchers must be able to provide responding MAITLAND police officers with information from prior calls of service at a particular location which are deemed a special circumstance which would warrant additional care or safety measures to be used in the MAITLAND police response. In the event CAFÉ is the common CAD among the agencies being dispatched by APOPKA, the predetermined call types and dispositions as programmed in CAFÉ shall be accepted by all agencies unless otherwise negotiated by the agencies dispatched and Seminole County.
- G. APOPKA shall not be responsible for any errors, omissions, or failures found with any computer database system not maintained and/or controlled by APOPKA. APOPKA will not be responsible for loss of service or access to the aforementioned systems due to circumstances beyond APOPKA's control. This is including, but not limited to: disasters;

instances of the system being down due to work performed by the Florida Department of Law Enforcement (“FDLE”), the Orange County Sheriff’s Office, FCIC, NCIC, or Seminole County Sheriff’s Office; or other networks connected to these systems of which APOPKA does not control; routine maintenance with sufficient notice to MAITLAND; or unforeseen computer problems originating in equipment owned by APOPKA.

- H. APOPKA will enter law enforcement information into the FCIC and/or NCIC system upon the order of a duly certified law enforcement officer of the MAITLAND Police Department according to the laws, rules, and regulations of the FDLE, FCIC, and NCIC.
- I. APOPKA will notify MAITLAND when any record is canceled and/or modified in accordance with FDLE, FCIC, and/or NCIC standards. APOPKA will notify the MAITLAND Chief of Police, or his designee, of cases that require validating. The validation confirmations shall be returned to APOPKA within twenty (20) days of the mailing date. In addition, APOPKA shall maintain records in accordance with the aforementioned agency standards including removing entered information when the proper validation and/or documentation are not received by APOPKA for MAITLAND and APOPKA shall not be held liable for any consequence due to the removal of the record according to the above agency standards. The APOPKA Chief of Police reserves the right to remove any and all records from the aforementioned system(s), and properly notify MAITLAND regarding the failure to validate the records in accordance with the rules and regulations established by FDLE.
- J. APOPKA will maintain records of all entries and cancellation in the aforementioned system for review by the City of APOPKA’s administration, FDLE and the City of MAITLAND. The maintenance and release of any records will comply with all Federal and State laws.
- K. APOPKA will provide MAITLAND Police Department with twenty-four (24) hour a day, seven (7) days a week, access to computer-aided dispatch, service calls, and associated management record reports. APOPKA will allow MAITLAND Police Department to access mobile data terminals as part of the APOPKA computer aided dispatch, service calls, and associated management records report systems. However, any cost for additional user license, etc. shall be the responsibility of MAITLAND.

SECTION 2: MAITLAND’S RIGHTS AND RESPONSIBILITIES

- A. MAITLAND Police Department will observe the instructions and procedures provided by APOPKA for the use of radios and for coordination of dispatching efforts under the terms of this Agreement. MAITLAND will designate a representative to consult with APOPKA’s representative in order to coordinate any revisions or other updates necessary to the Apopka Communications Center Policies and Procedures Manual. MAITLAND will enforce the policies contained within the manual upon its employees, representatives, and agents. MAITLAND will not alter or enact communications related policy or guidelines without

notice and consultation of APOPKA. To ensure uniformity, any such alteration shall be agreed upon by the member agencies of the APOPKA communications center.

- B. MAITLAND Police Department will provide radio equipment for use by MAITLAND personnel including handheld (portable), vehicle mounted (mobile) radios, and/or computers that are capable of communicating with the Communications Center.
- C. MAITLAND Police Department will retain ownership of the portables, mobiles, consoles, computers and related equipment under their control and shall be responsible for all associated costs of maintenance and replacement of this equipment. MAITLAND Police Department also may be charged a fee for any and all programming, updates, modifications, or changes in the APOPKA Communications system for MAITLAND including console, portable or mobile programming. Any costs incurred by APOPKA for the specific aforementioned services shall be negotiated in advance with the MAITLAND Chief of Police or designee.
- D. In situations where the MAITLAND Chief of Police or MAITLAND designee directly dispatches police units, MAITLAND Police Department will notify the APOPKA Communications Center as soon as possible to the location and nature of the call including which MAITLAND unit has been dispatched.
- E. MAITLAND Police Department will provide the APOPKA communications director with a list of persons who are authorized to direct the dispatching of police units for MAITLAND and will provide a list of contact numbers of all duly sworn MAITLAND Police Department personnel and civilian personnel with access to dispatching services to include those with access to FCIC, NCIC, DHSMV, or other restricted databases.
- F. MAITLAND is responsible for any costs associated with the recording of police talk groups that are not covered under the APOPKA maintenance contract.
- L. MAITLAND will update all records pertaining to MAITLAND entered by APOPKA into the FCIC and/or NCIC system in accordance with FDLE established policy and procedures. MAITLAND Police Department will ensure that the validation process of the records is consistent with established rules and regulations in order for the APOPKA Communications Division to comply with validation policies set for the by FDLE, FCIC, and NCIC. MAITLAND Police Department will be required to send a copy of the initial entry or cancellation, on acceptable forms as agreed upon by the Apopka Communications Division to the Communications Center within one hour after the original request for entry or cancellation. If the request is not received, the APOPKA Communications Division may cancel the entry from the system. During any audit, either initiated by FDLE, APOPKA, or MAITLAND, a MAITLAND representative shall be made available with any original record requested. APOPKA is not responsible for maintaining the original record.

- G. Validations are accomplished by reviewing the original entry, and current supporting documents, and any recent consultation with any appropriate complainant, victim, prosecutor, court, motor vehicle registry file, or other appropriate source of individual. The original report shall be maintained by the MAITLAND Police Department and all contacts for validation of said records will be the sole responsibility of the MAITLAND Police Department. After validating the entries, MAITLAND Police Department will forward notification to the APOPKA Communications Division with the case numbers and case status. Any failure by the MAITLAND Police Department to validate the records within the twenty (20) days provided under this agreement may result in the record being cancelled from the appropriate FCIC/NCIC system. APOPKA reserves the right to inspect any hot file at a reasonable time and location mutually agreed upon by both PARTIES. MAITLAND will provide a mechanism with a confirmation of NCIC/FCIC records (hot files) in accordance with FDLE and APOPKA rules, regulations and policies twenty-four (24) hours a day. Such confirmation will be provided by MAITLAND personnel within twenty (20) minutes of APOPKA's request.
- H. MAITLAND Police Department retains all authority over response patterns of the MAITLAND Police Department. MAITLAND Police Department may dictate the number and type of emergency units that should be deployed on each type of emergency call handled by MAITLAND.
- I. MAITLAND agrees that the 911 surcharge monies collected by ORANGE COUNTY on behalf of MAITLAND shall be directed to, and made payable to APOPKA. Additionally, APOPKA is authorized to speak on behalf of MAITLAND concerning 911 issues.
- J. MAITLAND Police Department shall retain ultimate control over the MAITLAND radio system currently owned or purchased by MAITLAND, including the granting and/or denying access to the system.
- K. MAITLAND shall provide radio equipment for use by MAITLAND personnel such as handheld (portables), vehicle mounted (mobile) radios, and/or computers that are capable of communicating with the dispatching system. MAITLAND shall also be responsible for all costs associated with maintenance of such equipment to include any radio system towers, repeaters, or other such infrastructure owned and/or operated by MAITLAND. MAITLAND holds no ownership interest in APOPKA's Communication Center, equipment, or personnel.

SECTION 3: SERVICES NOT COVERED

The parties agree that the following services and fees are the responsibility of MAITLAND, except for any supplemental services purchased pursuant to this agreement.

- A. Lease costs for pagers, phones, and/or computers carried by MAITLAND Police Department personnel, which are coded to receive automatic alerts from the APOPKA Computer Aided Dispatching system.
- B. Purchase of Mobile Data Computers (MDC) and Automatic Vehicle Location (AVL) in vehicle equipment and leased airtime.
- C. Mobile Data Computer Aided Dispatching software license and maintenance costs for MAITLAND units.
- D. Mobile Data Computer Field Reporting software license and maintenance costs of MAITLAND units.
- E. Purchase of mobile, portable, and/or console radios for use by MAITLAND.
- F. Any and all equipment owned by MAITLAND which is located at the APOPKA Communications Center and used for the exclusive use of MAITLAND.
- G. Services called for in this agreement do not include telephone complaint report writing or walk-in complaint handling by APOPKA.

SECTION 4: TERM OF AGREEMENT

- A. The effective date and term of this agreement shall be from October 1, 2015 to September 30, 2016. The contract will renew on an annual basis unless terminated by either party.
- B. This Agreement may be terminated by either party by giving written notice to the other, at least 180 days before the effective date of termination. In that event, APOPKA shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
- C. Notice of termination as set forth above and any other notices which may be required to be provided in writing under this agreement, unless electronic mail is authorized, shall be personally served or served by certified mail to City Administrator, City of Apopka, 120 E. Main Street, Apopka, Florida, 32703, and to City Manager, City of Maitland, 1776 Independence Lane, Maitland, Florida 32751.

SECTION 5: PAYMENT

- A. MAITLAND will compensate APOPKA for their service in the amount of \$350,000 for the term of service beginning on October 1, 2015 and ending September 30, 2016. Each additional year following will include an annual increase which will be calculated and determined by the Consumer Price Index (CPI).

- B. APOPKA will invoice MAITLAND on a quarterly basis. MAITLAND will pay the invoice within 30 days of receipt or a 1% fee may be added.

SECTION 6: EXCLUSIVE SUPERVISION OF EMPLOYEES

- A. Any employee of MAITLAND (whether paid or not), who is dispatched in accordance with this agreement, shall be deemed to have been acting within the course and scope of his/her employment with MAITLAND and not APOPKA. Said employee shall be subject to the sole control and supervision of MAITLAND and shall not be construed to be an employee of APOPKA.
- B. Any employee of APOPKA (whether paid or not), who is dispatching in accordance with this agreement, shall be deemed to have been acting within the course and scope of his/her employment with APOPKA and not MAITLAND. Said employee shall be subject to the sole control and supervision of APOPKA and shall not be construed to be an employee of MAITLAND.

SECTION 7: CONFLICT RESOLUTION

APOPKA will work closely with MAITLAND to resolve any dispatch issues or service performance conflicts, which may arise under the terms of this Agreement. The PARTIES will engage in formal conflict resolution to resolve such issues. Procedure for formal conflict resolution is as follows:

- A. The MAITLAND Chief of Police or MAITLAND designee will discuss the issue with the APOPKA Communications Director or APOPKA designee who will respond within three (3) business days. Response may be verbal, by e-mail, or in formal letter response.
- B. If MAITLAND is not satisfied with the response, MAITLAND may appeal the decision to the APOPKA Chief of Police, who will provide a written response within five (5) business days.
- C. If MAITLAND is not satisfied with the decision of the APOPKA Chief of Police, MAITLAND may appeal to the APOPKA City Administrator who will provide a written response within twenty (20) days. A decision made by the APOPKA City Administrator will be considered APOPKA's final decision.

SECTION 8: SECURITY

- A. If MAITLAND maintains an FDLE terminal, and FDLE direct connect, or Mobile Data (or Mobile Computer) terminals used to access NCIC, FCIC, Orange County Computer Services, or Seminole County Computer services, then MAITLAND will maintain a separate FDLE Terminal Agency Coordinator and Point of Contact with FDLE separate from any agreement with APOPKA. APOPKA is not responsible for the security and maintenance of any terminal not under the direct control of APOPKA and not located on APOPKA property.
- B. Apopka does not waive any of their exclusive legal rights, statutory or otherwise, associated

with the ownership of the proprietary computer programming information or data or intellectual property as defined in Florida Statute 815.

- C. MAITLAND acknowledges and understands that MAITLAND does not have a proprietary right, title or interest in the proprietary information programmed into radios and/or computers by APOPKA, and that MAITLAND is allowed to use this proprietary information subject to the provisions of this agreement.
- D. MAITLAND acknowledges that APOPKA may, subject to the provisions of this agreement, revoke the use of the proprietary information programmed into the computers and/or radios by APOPKA upon the request of APOPKA. MAITLAND will, with reasonable notice, make the equipment available to APOPKA for removal of the proprietary information.
- E. MAITLAND agrees not to sell, trade, give away, or discard any radio programmed with the propriety information by APOPKA until after the radio has been delivered to APOPKA and the proprietary information previously installed by APOPKA or APOPKA's designee is removed by APOPKA or APOPKA's designee. MAITLAND is not authorized to make any modifications to proprietary information programmed into MAITLAND's computers or radios by APOPOKA without receiving prior consent from APOPKA.
- F. MAITLAND shall not allow anyone to access the proprietary information programmed in MAITLAND's computers or radios without receiving prior consent from APOPKA.

SECTION 9: DISCLAIMER OF THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the PARTIES hereto. No right, remedy, cause of action or claim shall accrue to the benefit of any third party who is not one of the PARTIES executing this agreement.

SECTION 10: ASSIGNMENT OF INTEREST

This Agreement may not be assigned, in whole or in part, by any of the PARTIES hereto without the express written consent of the other party.

SECTION 11: SEVERABILITY

This agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the agreement and the application of such provisions to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

SECTION 12: CONSTRUCTION OF THE AGREEMENT

- A. This agreement is the result of mutual negotiations between the PARTIES and all PARTIES have contributed substantially and materially to the preparations hereof. Accordingly, this agreement shall not be construed more strictly against either party.
- B. This written agreement supersedes all previous agreements between the PARTIES and is the complete agreement between the PARTIES. This Contract contains the entire understanding of the parties. It may be changed only by a written amendment to the Contract signed by all parties. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- C. This Agreement and provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
- D. The delay or failure to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- E. If any party enters into legal actions for enforcement of or damages for breach of this Contract, each party will be responsible for its own court costs and attorney's fees.
- F. All specific conditions will prevail over a general condition on the same subject.

SECTION 13: GOVERNING LAW

The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Orange County, Florida. The parties waive any right to jury trial.

SECTION 14: SOVERIEGN IMMUNITY

Both parties in this agreement are government entities granted sovereign immunity. Neither party waives any sovereign immunity protection provided by law, including, but not limited to, Florida Statute 768.28.

(SIGNATURE PAGE TO FOLLOW)

SECTION 15: SIGNED, DATED, AND AGREED:

In witness of the foregoing, the parties have executed this Agreement on the date indicated below.

CITY OF APOPKA, FLORIDA

Joe Kilsheimer
Mayor

Date: _____

Witness

Printed Name: _____

CITY OF MAITLAND, FLORIDA

A.Dale McDonald
Mayor

Date: _____

Witness

Printed Name: _____

Backup material for agenda item:

4. Award a contract in the amount of \$16,600 to Reiss Engineering, Inc. to perform a Fire and EMS Impact Fee Study.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: September 2, 2015
 FROM: Finance
 EXHIBITS: Fire & EMS Impact Fee
 Study Agreement

SUBJECT: FIRE AND EMS IMPACT FEES

Request: AWARD A CONTRACT IN THE AMOUNT OF \$16,600 TO REISS ENGINEERING, INC. TO PERFORM A FIRE AND EMS IMPACT FEE STUDY

SUMMARY:

During a recent budget workshop, staff was directed to investigate the feasibility of implementing a Fire and EMS Impact Fee on new construction. In order to implement such fees, a study must be performed by a professional engineer. The city currently has a continuing services contract with Reiss Engineering, including impact fee studies.

Reiss Engineering, Inc. utilizes an independent firm of consultants, Public Resources Management Group, Inc. (PRMG), who specifically specialize in impact fee studies. PRMG has provided a proposal to perform the necessary work at a cost of \$16,600.

FUNDING SOURCE:

General Fund

RECOMMENDATION ACTION:

Award a contract in the amount of \$16,600 to Reiss Engineering, Inc. to perform a Fire and EMS Impact Fee Study.

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



Public Resources Management Group, Inc.

Utility, Rate, Financial and Management Consultants

August 26, 2015

Mr. Glenn Irby
City Administrator
City of Apopka
120 East Main Street
Apopka, Florida 32703

Subject: Proposal to Provide a Fire/EMS Services Impact Fee Study

Dear Mr. Irby:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this proposal to provide consulting services to the City of Apopka, Florida (the "City" or "Client") associated with the development of a Fire/EMS Services Impact Fee Study. The purpose of the study is to assist the City development of proposed Fire/EMS Impact Fees to be applied to new development.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the principal in charge, project manager and primary contact with the City. Other staff consultants, analysts and administrative personnel will be utilized during the course of the engagement as needed. The services covered by this Agreement shall be billed based on the direct labor rates set out in Attachment B.

SCOPE OF SERVICES

The scope of services to be performed by PRMG is included on Attachment A. The anticipated schedule for completing the Fire/EMS Impact Fee Study shall be no later than December 31, 2015.

COMPENSATION AND BILLING

Based on the Scope of Services as summarized herein in Attachment A and the direct hourly labor billing rates as identified on Attachment B, we propose to establish a not-to-exceed contract budget to provide consulting services associated with the performance of the Impact Fee Study of \$16,600.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by PRMG for such other direct costs, if any, will be billed to the City based on the Standard Unit Costs or reimbursement schedule as reflected on Attachment B. It is proposed that PRMG will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for

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Mr. Glenn Irby
City of Apopka
August 26, 2015
Page 2

the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the City.

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for PRMG personnel shall be in effect and continue through December 31, 2015, or some other contract period as mutually agreed to between the City and PRMG. It is anticipated that the project will be submitted to the City within 120 days after being given authorization to proceed.

ADDITIONAL TERMS AND CONDITIONS

Additional standard terms and conditions, that are made part of this proposed agreement, are set forth in Attachment C which is made a part of this proposal.

We appreciate the opportunity to be of service to the City.

Very truly yours,

Public Resources Management Group, Inc



Henry L. Thomas
Vice President

ACCEPTED BY:

City of Apopka

Name

Title

Date

ATTACHMENT A

CITY OF APOPKA, FLORIDA

FIRE/EMS SERVICES IMPACT FEE RATE STUDY

SCOPE OF SERVICES

The scope of service to be performed by Public Resources Management Group, Inc. is related to the preparation of a Fire/EMS Services Impact Fee Rate Study. The scope of services shall be as follows:

FIRE/EMS SERVICES IMPACT FEE STUDY

The scope of services to be performed by PRMG with respect to the development of fire/ems services impact fees will include the following tasks:

1. Data Acquisition and Review – PRMG will prepare a data request and review data compiled and provided by the City in order to develop the fire/ems services impact fees. Data that will be requested will include: i) capital improvement projects and master plans, equipment, and facilities required to provide the relevant services including future plans buildings and structures, fire stations, fire trucks, vehicles and equipping of personnel for the fire/ems function; ii) population and development statistics; iii) service call information for fire/ems service; iv) inventory of existing fire/ems staffing, facilities and equipment; and v) any other data and information considered necessary to adequately perform the study. PRMG will also collect information regarding impact fees charged by other neighboring jurisdictions;
2. Service Area Forecast – An evaluation of the current service area demographics as well as a forecast of the service area needs will be reviewed based on data made available to PRMG. Specifically, a review of the population forecast by type of dwelling unit (e.g., single-family, multi-family, etc.) and commercial development by land use type, if available (including the square footage of such developments located within the City and planned for the City), will be reviewed. Additionally, a review of the population projections and other service area demographics as contained in such documents as the City's Comprehensive Land Use Plan; Florida Statistical Abstract; other information provided by the Bureau of Economic and Business Research, University of Florida; data made available by the City of Winter Garden Planning Department; and other such information will be relied upon. The purpose of this task is to identify the future service area demands for fire/ems services and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth.
3. Cost Allocation – The capital costs associated with meeting the relevant fire/ems service requirements for new customers will be allocated among the residential and commercial customer classifications, where appropriate. The allocation of such costs will be based on

the service area demographics and development characteristics of the City, and other factors as deemed appropriate by PRMG and the City.

4. Design of Fire/EMS Impact Fees – PRMG will design impact fees for each specific customer classification related to fire/ems services. The impact fees will be based on the allocation of costs among the customer classification, the level of service standards required for the fire/ems function and customer class, and the projection of capital needs for the planning period reflected in the report. Additionally, PRMG will identify any external funding or credits which should be recognized in the derivation of the impact fees.
5. Fee Comparisons – A comparison of the existing and proposed fees for residential dwellings and commercial use will be made with similar fees charged by other neighboring public jurisdictions.
6. Preparation of Impact Fee Ordinance – PRMG will assist the City in reviewing and updating the draft fire/ems impact fee ordinance. The review of the ordinance may include issues such as the level of rates charged and methodology for application, allowance for alternative methods of calculation, and establishment of a fund for the use of monies as considered necessary for the adoption of the fee.
7. Presentation of Findings – A report will be prepared by PRMG detailing the data relied upon in the development of the proposed fire/ems impact fees, the assumptions and analyses performed relative to the derivation of such fees, and our conclusions and recommendations for consideration by the City. It is anticipated that a draft report will be prepared for consideration and review by the City staff prior to presentation to the City Commission for adoption and implementation. This task will also include attendance at a public meeting to present the study results.

LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Data Request
- Fire/EMS Services Impact Fee Cost Analysis
- Proposed Fire/EMS Services Impact Fees
- Fire/EMS Impact Fee Comparisons with Other Jurisdictions
- Briefing Document to Summarize Proposed Fire/EMS Services Impact Fees
- Fire/EMS Services Impact Fee Study Report

ADDITIONAL SERVICES

During the course of the study, the Client may request additional services from PRMG. Examples of such additional services would include additional public meetings above and beyond the meetings identified in the scope of services. Other examples of additional services include providing services relating to meeting with third parties regarding the derivation of the

rates and fees, providing litigation support services in the event of a challenge of the rates or fees, performance of impact fee negotiations and the preparation of developer agreements for the payment of such impact fees with potential large developments within the City limits, requests for updated impact fee scenarios after substantial completion of the initial work, and other related issues not contemplated in the above scope of services. No additional services are contemplated at this time and such services will not be conducted until authorized by the Client and as mutually agreed upon between the Client and PRMG.

ATTACHMENT B

CITY OF APOPKA, FLORIDA

FIRE/EMS SERVICES IMPACT FEE STUDY

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD UNIT COSTS

DIRECT LABOR HOURLY RATES

<u>Project Team Title</u>	<u>Direct Labor Hourly Rates [*]</u>
Principal	\$185.00
Associate	\$150.00
Managing Consultant	\$135.00
Supervising Consultant	\$120.00
Senior Consultant	\$115.00
Rate Consultant	\$105.00
Consultant	\$ 95.00
Senior Rate Analyst	\$ 85.00
Rate Analyst	\$ 75.00
Analyst	\$ 65.00
Assistant Analyst	\$ 55.00
Administrative	\$ 52.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

<u>Expense Description</u>	<u>Standard Rates [*]</u>
Mileage Allowance – Personal Car Use Only	\$0.485 per Mile
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-exceed per PRMG Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above.

I. SCOPE

Public Resources Management Group, Inc. (PRMG) agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter after the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at the actual cost as incurred by PRMG.

III. RESPONSIBILITY

PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. PRMG does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.

If PRMG's performance of services hereunder requires PRMG to rely on information provided by other parties (excepting PRMG's subcontractors), PRMG shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

PRMG agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of PRMG, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall PRMG be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold PRMG harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

VI. INSURANCE

PRMG shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$300,000
Medical Expense (Any one person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed/Operation General Aggregate	\$2,000,000
2. Statutory worker's compensation and employers' liability insurance as required by state law.
3. Professional liability insurance at a limit of liability of not less than \$2,000,000 aggregate.

VII. SUBCONTRACTS

Unless specifically specified in the Agreement, PRMG shall be entitled, to the extent determined to be appropriate by PRMG, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This

agreement may not be assigned by Client or PRMG without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and PRMG as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

PRMG shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of PRMG. PRMG will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by PRMG hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on PRMG's performance of its services hereunder.

XIV. WORK PRODUCT

PRMG and Client recognize that PRMG's Work product submitted in performance of this Agreement

is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify PRMG against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. PRMG may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. PRMG may suspend Work on the project in the event Client does not pay invoices when due. PRMG shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by PRMG: a) for cause, if Client breaches this Agreement through no fault of PRMG and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after PRMG has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or PRMG in the aggregate for more than ninety (90) days.

In the event of termination, PRMG shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The

time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. PRMG shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).

XVII. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.

This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the PRMG Project Manager and to the person signing the Agreement on behalf of the Client, and shall be effective upon delivery to the address stated in the Agreement.

XIX. PUBLIC RECORDS

Pursuant to applicable Florida law, PRMG's records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. PRMG shall comply with all public records obligations set for in such laws, including those obligations to keep,

Backup material for agenda item:

1. ORDINANCE NO. 2446 - THIRD READING & ADOPTION
Deferred from previous City Council meeting on August 19th, 2015.
Creation of synthetic tax incremental financing district [STIF] within
the Ocoee/Apopka Small Study Area.

Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance No. 2446

MEETING OF: September 2, 2015
 FROM: Administration
 EXHIBITS: Ordinance No. 2446
 establishing a Synthetic Tax
 Incremental Financing District
 [STIF]
 Marden Interchange Agreement

SUBJECT: CREATION OF A SYNTHETIC TAX INCREMENTAL FINANCING DISTRICT [STIF] WITHIN THE OCOEE/APOPKA SMALL STUDY AREA.

Request: THIRD READING & ADPOTION OF ORDINANCE NO. 2446 – CREATING A [STIF].

SUMMARY:

The ordinance is the end product of many months of work between the developer and the City. It came about after MMI Development approached staff about sharing the costs of constructing a “half interchange” from the expressway [SR 414] that would connect with Marden Road. After a period of discussion and negotiation, a document was drafted setting forth the terms of a cost sharing agreement, which will be brought before council tonight for discussion and consideration (“Marden Road Interchange Cost Sharing Agreement”). The agreement will only be entered if the ordinance before you tonight is adopted but both documents must be read together to understand what the developer and the City are trying to accomplish.

The ordinance under consideration will establish a Synthetic Tax Incremental Financing [STIF] District. The district boundaries include specific properties in the immediate area of the interchange which have previously been identified as the “Ocoee/Apopka Small Study Area.” The STIF district is anticipated to generate incrementally increased tax revenues to the city as the area develops following the construction of the interchange. If the ordinance is accepted as written, 95% of the incremental increase in tax revenues for the district will be deposited upon receipt from the Orange County Tax Collector into a separate and restricted trust fund. Monies will then be shared at a ratio of 50% with the developer of the interchange for a period of 10 years or until 90% of total construction costs are shared, not to exceed \$5.85 million dollars (the maximum cost share).

The Agreement explains in detail how the various methods by which the City will share in the costs of the interchange construction. Once construction is complete and accepted by the Expressway Authority, the City shall pay to the developer an initial sum of \$2.5 million from the Transportation Impact Fee Fund. The developer is also constructing Marden Ridge in phases and is required to pay Transportation Impact Fees. These fees will be credited toward the maximum cost share by the city. Other development within the STIF district will also be required to pay Transportation Impact Fees to the City. One hundred percent of these

maximum cost share is reached, whichever is lower. Additional cost share methods include possible toll revenues if City ever receives same.

FUNDING SOURCE:

Incremental Tax Revenue increases over time – not to exceed 10 years.

RECOMMENDATION ACTION:

Adopt Ordinance No. 2446; creating a new Synthetic Tax Incremental Financing District in the specific area of the Ocoee/Apopka Small Study Area.

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

ORDINANCE NO. 2446

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, ESTABLISHING MARDEN ROAD INTERCHANGE TRUST FUND; PROVIDING FOR THE FUNDING OF THE MARDEN ROAD INTERCHANGE TRUST FUND; PROVIDING FOR ADMINISTRATION OF THE MARDEN ROAD INTERCHANGE TRUST FUND; DETERMINING THE TAX INCREMENT TO BE DEPOSITED INTO THE MARDEN ROAD INTERCHANGE TRUST FUND; ESTABLISHING THE BASE YEAR FOR DETERMINING ASSESSED VALUES RELATING TO PROPERTY LOCATED IN THE MARDEN ROAD INTERCHANGE PROJECT AREA FOR TAX INCREMENT PURPOSES; PROVIDING FOR ANNUAL APPROPRIATION OF THE TAX INCREMENT; APPOINTING THE MAYOR OR HIS/HER DESIGNEE AS TRUSTEE OF THE MARDEN ROAD INTERCHANGE TRUST FUND; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Apopka desires to improve transportation access within the City and surrounding areas through the construction of an interchange at Marden Road (“Marden Road Interchange”) on Florida State Road 414; and

WHEREAS, the Apopka City Council, after reviewing the infrastructure needs of the community, determined that construction of the Marden Road Interchange would be in the best interest of the City’s residents and businesses; and

WHEREAS, to encourage the owners of the property on which the Marden Road Interchange will be constructed to move forward with the project, the City of Apopka agreed to engage in a cost-sharing enterprise with the owners for project costs associated with the Marden Road Interchange; and

WHEREAS, The City of Apopka, Emerson Point Assoc., LLLP and Emerson Point Phase II, LLC (“Owners”) and Emerson MMI-INT, LLC (“Owners’ Agent”), entered into the Marden Road Interchange Cost Sharing Agreement (“Marden Agreement”) to effectuate construction of the Marden Road Interchange; and

WHEREAS, in order to implement the Marden Agreement, it is necessary to establish the Marden Road Interchange Trust Fund.

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

SECTION 1. LEGISLATIVE FINDINGS.

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Apopka.

SECTION 2. CREATION OF THE MARDEN ROAD INTERCHANGE TRUST FUND.

(a). There is hereby established and created, in accordance with the ‘Home Rule’ powers granted to the City pursuant to Florida Statute 166.021, the Marden Road Interchange Trust Fund (“Trust

Fund”), which funds shall be utilized to provide a cost-sharing mechanism through which the City of Apopka may share in the costs associated with construction of the Marden Road Interchange.

SECTION 3. PURPOSE OF TRUST FUND; USE OF REVENUES DEPOSITED IN TRUST FUND.

The monies to be allocated to and deposited in the Trust Fund shall be used as a cost-sharing mechanism by which to support construction of the Marden Road Interchange according to tax increment revenues attributed to real property in the Marden Road Interchange Project Area, which shall be appropriated by the City annually. The City shall utilize the funds and revenues paid into and earned by the Trust Fund as provided in the Marden Agreement and as permitted by law. Monies shall be held in the Trust Fund by the City and shall be disbursed from the Trust Fund as provided by the City, consistent with the terms of the Marden Agreement.

SECTION 4. ESTABLISHMENT OF BASE YEAR.

The Base Year Value shall be the value set forth for the Marden Road Interchange Project Area in the assessment roll used in connection with the taxation of property shall be the preliminary assessment roll of taxable real property in Orange County, Florida, prepared by the Property Appraiser of Orange County, Florida and certified pursuant to Section 193.122, *Florida Statutes*, reflecting the valuation of real property for purposes of ad valorem taxation for the year in which all Marden Road Interchange improvements are completed as evidenced by a Certificate of Acceptance for said improvements (the “Base Year”). All deposits into the Trust Fund shall be in the amount of tax increment calculated as provided in Section 5 hereof based upon increases in valuation of taxable real property from the Base Year as reflected on the final assessment roll of taxable real property in the Marden Road Interchange Project Area in Apopka, Florida, prepared by the Property Appraiser of Orange County, Florida, filed with the Department of Revenue pursuant to Section 193.1142, *Florida Statutes*.

SECTION 5. CALCULATION OF TAX INCREMENT.

The tax increment shall be determined and appropriated annually by the City, and shall be ninety-five percent (95%) of the difference between:

- a) The City’s portion of the amount of ad-valorem taxes levied each year by all taxing authorities, exclusive of any debt service millage, on taxable real property located within the geographic boundaries of the Marden Road Interchange Project Area; and
- b) The City’s portion of the amount of ad-valorem taxes levied by all taxing authorities, exclusive of any debt service millage, on taxable real property located within the geographic boundaries of the Marden Road Interchange Project Area during the Base Year.

SECTION 6. ANNUAL APPROPRIATIONS INTO TRUST FUND.

The City shall annually appropriate to and cause to be deposited into the Trust Fund the tax increment determined to pursuant to Section 5 of this Ordinance at the beginning of each fiscal year thereof. The obligation of the City to annually appropriate the tax increment for deposit into the Trust Fund shall commence when the Certificate of Acceptance for the Marden Road Interchange is issued.

SECTION 7. ADMINISTRATION OF THE TRUST FUND.

The Trust Fund shall be established and maintained as a separate trust fund by the City so that the Trust Fund may be promptly and effectively administered and utilized by the City expeditiously and without undue delay for its contractual purposes pursuant to the Marden Agreement. Allocation of the monies in the Trust Fund shall be in accordance with the procedures delineated in Section 6.2 of the Marden Agreement.

SECTION 8. TRUSTEE OF THE TRUST FUND.

The Mayor or his/her designee shall be the trustee of the Trust Fund and shall be responsible for the receipt, custody, disbursement, accountability, management investment and proper application of all monies paid into the Trust Fund.

SECTION 9. CONFLICTS.

All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

SECTION 10. 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 11. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its passage and adoption.

PASSED AND DULY ENACTED THIS _____ DAY OF _____, 2015.

FIRST READING: _____

SECOND
READING
AND ADOPTION: _____

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING:

PREPARED BY AND RETURN TO:
EDWARD J. FORE, ESQUIRE
1350 N. ORANGE AVENUE, SUITE 260
WINTER PARK, FLORIDA 32789

Tax Parcel I.D. Nos.:

MARDEN ROAD INTERCHANGE COST SHARING AGREEMENT

THIS MARDEN ROAD INTERCHANGE COST SHARING AGREEMENT (the “**Agreement**”), is effective as of the latest date of execution by the parties hereto (the “**Effective Date**”), and is made and entered into by and between **EMERSON POINT ASSOC., LLLP**, a Florida limited liability limited partnership (“**Emerson I**”); **EMERSON POINT PHASE II, LLC**, a Florida limited liability company (“**Emerson II**”) (**Emerson I and Emerson II** collectively referred to as the “**Owners**”, and individually as an “**Owner**”), **EMERSON MMI-INT, LLC**, a Florida limited liability company (“**Owners’ Agent**”), and **THE CITY OF APOPKA, FLORIDA**, a Florida municipal corporation (“**City**” or “**Apopka**”) (**Owners, Owners’ Agent, and the City** are collectively referred to as the “**Parties**” and individually as a “**Party**”).

WITNESSETH:

WHEREAS, Owners are the owners of fee simple title to certain real property shown on the project location map identified as **Composite Exhibit “A”** and more particularly described in **Composite Exhibit “B,”** both of which exhibits are attached hereto and incorporated herein by reference; and

WHEREAS, the Property lies within the City; and

WHEREAS, Owners intend for the Property to be developed as a mixed use project which is anticipated to provide economic benefits to the City (the “**Project**”); and

WHEREAS, Owners and Owners’ Agent have received, or anticipate in the near future receiving approval from the Central Florida Expressway Authority to construct an Interchange pursuant to the terms and conditions of that certain Letter from Joseph A. Berenis to Kevin Knudsen dated July 24, 2014, attached hereto as **Exhibit “C;”** and

WHEREAS, Owners are willing to convey certain portions of the Property to the Central Florida Expressway Authority and/or City to construct or cause to be constructed the Interchange in accordance with plans approved by the Central Florida Expressway Authority, including, potentially, access roads to be owned by the City (if necessary); and

WHEREAS, to encourage Owners to construct the Interchange, the City has agreed to engage in a cost-sharing enterprise with Owners for the Project Costs associated with construction of the Interchange, as provided herein; and

WHEREAS, Apopka desires to improve transportation access in the vicinity of the Property and surrounding areas through the construction of an interchange at Marden Road on Florida State Road 414 (“Expressway”) at the general location depicted on **Exhibit “D”** attached hereto; and

WHEREAS, the Apopka City Council, after reviewing the infrastructure needs of the community, concludes that the interchange will be beneficial in improving transportation in, to and from the City of Apopka; and

WHEREAS, the Apopka City Council finds that the interchange will aid the promotion and development of businesses within the City limits; and

WHEREAS, the Apopka City Council finds that entering into this cost-sharing agreement with Owners is in the best interest of Apopka residents and business owners’ welfare, health and safety.

NOW, THEREFORE, in consideration of the premises, the City and Owners hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

2. **Definitions**. Unless defined elsewhere within this Agreement, the terms set forth below shall have the following meanings when used in this Agreement:

2.1 **Authority** – shall mean the Central Florida Expressway Authority.

2.2 **CRA** – shall mean Community Redevelopment Area as defined in Chapter 163.330, *et al.*, Fla. Stats., as amended from time to time.

2.3 **Initial Contribution** – shall mean a payment by City to Owner’s Agent of up to \$2,500,000 towards City’s maximum cost share in the Project Costs as set forth in Section 5 herein and pursuant to the terms of this agreement.

2.4 **Interchange** – shall refer to all roadway, drainage and other improvements designed, engineered, permitted, approved and constructed in connection with the improvements described in Section 3 herein below and the Interchange Agreement.

2.5 **Interchange Agreement** – shall mean the Marden Road Interchange Agreement to be negotiated between Owners and the Authority consistent with the Letter attached hereto as **Exhibit “C.”**

2.6 **Owners** – shall refer to **EMERSON POINT ASSOC., LLLP**, a Florida limited liability limited partnership and **EMERSON POINT PHASE II, LLC**, a

Interchange Cost Sharing Agreement

Florida limited liability company, and, to the extent provided in Section 11, below, their successors or assigns as the fee Owners of the Property or any Parcel (as hereinafter defined) within the Property.

2.7 Owners' Agent – shall mean **EMERSON MMI-INT, LLC**, a Florida limited liability company, or such other entity as may be designated in writing by Owners from time to time.

2.8 Parcel – shall mean any lot, tract or other portion of the Property on which any building or other structure requiring a City building permit may be constructed.

2.9 Project Area - shall mean certain property shown on the project location map identified as composite **Exhibit "A"** and more particularly described in **Composite Exhibit "B,"** both of which exhibits are attached hereto and incorporated herein by reference.

2.10 Project Costs – shall mean the total cost of the Interchange incurred by Owners' Agent, including the value of any land or drainage easements required to be conveyed by Owners to the Authority for the Project as set forth herein.

2.11 Property – shall mean certain property shown on the project location map identified as composite **Exhibit "A"** and more particularly described in **Composite Exhibit "B,"** both of which exhibits are attached hereto and incorporated herein by reference.

2.12 Road Impact Fee Credits – shall have the meaning set forth in Section 7.1 hereof.

2.13 Road Impact Fees – shall have the meaning set forth in Section 7.1 hereof.

2.14 Termination Date – shall mean ten (10) years following the Trust Fund Commencement Date as referenced in Section 6.1 of this agreement.

2.15 Trust Fund Commencement Date - shall have the meaning set forth in Section 6.1.

3. **Interchange**. Owners' Agent shall complete the design, engineering, permitting and construction of the Interchange pursuant to the terms and conditions of the Interchange Agreement, including the design, engineering, legal, permitting, and construction of any roads, drainage, retention, or other structures related to the construction of the Interchange all as set forth in the Interchange Agreement.

(i) Upon completion of the Interchange the City shall make an Initial Contribution of up to \$2,500,000 towards City's maximum cost share in the Project Costs as set forth in Section 5 herein. The Initial Contribution shall be paid to the Owner's Agent pursuant to the procedures set forth in Section 3(ii) herein.

(ii) As a condition precedent for payment of the Initial Contribution, upon completion of the Interchange (as evidenced by a Certificate of Completion from the Authority), Owners' Agent shall deliver to City and Owners (i) a request for a draw payment, (ii) General Contractor's sworn statements and unconditional waivers of lien, and subcontractors,' material suppliers' and laborers' conditional waivers of lien, covering all work, paid with the proceeds of the prior draw requests, together with such invoices, contracts or other supporting data as the City may reasonably require to evidence that all costs for which disbursement is sought have been incurred, and (iii) evidence that any inspection required by the Authority for the Interchange has been completed with results satisfactory to the Authority. In this regard, the City shall have the right to reasonably inspect all books, records and accounts relating to such work. These books, records and accounts are considered public records and therefore will be available for review by the public upon request. Based upon the available maximum cost share not exceeding \$5,850,000.00, the City shall promptly pay 42.7350% of the total Project Costs supported by the draw request, not to exceed \$2,500,000. Payments shall be made to Owner's Agent within ten (10) days of receipt of the draw request and supporting documentation set forth herein.

(iii) Upon City's payment of the Initial Contribution towards the total Project Costs for the Interchange as calculated above, the Owner shall be eligible to receive additional cost sharing from the City as set forth herein, not to exceed the maximum cost share in the Project Costs as set forth in Section 5 herein.

4. **Dedication of Right of Way and Drainage Easements.** Pursuant to the terms and conditions of the Interchange Agreement, Owners shall (i) dedicate to the Authority such lands owned by Owners as shall be reasonably necessary for the construction of the Interchange and (ii) provide drainage easements to accommodate the stormwater runoff for the Interchange improvements. In consideration thereof, the Project Costs may include (i) the value of the lands transferred by Owners to the Authority for the Interchange and (ii) the value of any lands owned by Owners used to provide drainage easements to the Authority for stormwater runoff for the Interchange improvements. To the extent any drainage ponds are joint use ponds, only the portions of the drainage ponds allocable to the Interchange improvements shall be used for the purposes hereof, it being the intent that the City may not share costs with the Owners for the portions of any joint use drainage ponds not necessary for the Interchange. The amount of any cost share shall be determined at the time of right-of-way or easement dedication based upon (i) mutual agreement of the Owners and the City, or, (ii) the appraised value of the land dedicated for right-of-way or drainage purposes. If desired, Owners and the City agree to acquire an appraisal for the right-of-way and drainage easements to be dedicated, which shall be prepared by an MAI and/or State Certified Appraiser. Owners and City shall split equally the appraisal costs. The Owners or City may, at their option, retain an additional appraisal to ascertain the value of property to be dedicated as right-of-way or drainage easements. Owners and the City agree that, should a conflict arise regarding the fair market value for the right-of-way and drainage easements, independent appraisers selected by the Owners and City shall appoint a third appraiser whose determination shall be conclusive as to the fair market value of the right of way and drainage easements.

5. **Cost Sharing.** The City shall share in the Project Costs from revenues exclusively generated as follows: (i) synthetic tax increment financing for the Property, as provided herein; (ii) Road Impact Fee Credits, as provided herein; (iii) Road Impact Fees from the Surrounding Lands, as provided herein and (iv) 25% of any toll revenue provided to the City by the Authority, as provided herein. The City specifically and expressly does not pledge its general or any other revenue sources to the Project Costs. Total cost sharing may not exceed a maximum contribution by City of \$5,850,000.00. On an annual basis by not later than April 1 of each year, the City shall provide an accounting to the Owner's Agent of the funds available for cost sharing, including information regarding incremental tax increases, Road Impact Fees, any toll revenue received, and the amounts paid to Owner's Agent as set forth herein.

6. **Synthetic Tax Incremental Financing ("STIF").**

6.1 **Establishment of Tax Trust Fund.** The Apopka City Council has adopted Ordinance No. _____ establishing a tax trust fund for the Project Area to be funded by tax increment. The Base Year Value shall be the value set forth for the Marden Road Interchange Project Area in the assessment roll used in connection with the taxation of property shall be the preliminary assessment roll of taxable real property in Orange County, Florida, prepared by the Property Appraiser of Orange County, Florida and certified pursuant to Section 193.122, *Florida Statutes*, reflecting the valuation of real property for purposes of ad valorem taxation for the year in which all Marden Road Interchange improvements are completed as evidenced by a Certificate of Acceptance for said improvements (the "Base Year"). The amount of tax increment shall be determined and appropriated annually by the City, and shall be ninety-five percent (95%) of the difference between:

(i) The City's portion of the amount of ad-valorem taxes levied each year by all taxing authorities, exclusive of any debt service millage, on taxable real property located within the geographic boundaries of the Marden Road Interchange Project Area; and

(ii) The City's portion of the amount of ad-valorem taxes levied by all taxing authorities, exclusive of any debt service millage, on taxable real property located within the geographic boundaries of the Marden Road Interchange Project Area during the Base Year.

6.2 The City shall share in the Project Costs expended by Owners' Agent, in the amount of 50% of any incremental ad valorem taxes received by the City and deposited in the tax trust fund if same is established as set forth in Section 6.1 above until the maximum cost share as set forth in Section 5 above has been paid to Owners' Agent under any of the permissible means of Cost Sharing authorized under this Agreement. The tax trust fund shall be administered by the Mayor or his/her designee, with funds disbursed to Owners' Agent annually by April 1 for a term beginning on the first of January of the year following the establishment of the Base Year, and ending on the Termination Date, not to exceed the maximum cost share as set forth in Section 5 above.

6.3 Pre-Conditions for Payment. As a condition for sharing the Project Costs beyond the Initial Contribution, Owners' Agent shall deliver to City (i) a request to share in Project Cost, (ii) proof of payment of the Project Costs, and (iii) evidence that any inspection required by the Authority for the Interchange has been completed with results satisfactory to the Authority. In this regard, the City shall have the right to reasonably inspect all books, records and accounts relating to such work, and may, at its option, require execution by Owners' Agent and any contractors, subcontractors, laborers and material suppliers of such affidavits, endorsements and releases as City deems necessary. These books, records and accounts are considered public records and therefore will be available for review by the public upon request.

6.4 Change in Law. In the event ad valorem taxes are abolished in Apopka and are replaced with a similar funding mechanism, this Agreement shall remain in full force and effect as to synthetic tax incremental financing, except that the name of the new tax or fee shall automatically be substituted for the term "ad valorem taxes" throughout the text of this Agreement. In such an event, the new tax system shall be established and managed in conformity with the procedures outlined in Section 6.1. Owners' Agent and the City shall meet, in such an event, to determine what modifications, if any, are needed to this Agreement to reflect the then current tax structure for the City relating to the use of taxes related to all or any portion of the Property to share in any remaining Project Costs. The parties shall then work cooperatively to make the appropriate revisions to this Agreement. The new tax system shall follow the same 50% proportionality described in Section 6.2 and shall terminate once the maximum cost share as set forth in Section 5 above has been paid to Owners' Agent, or on the Termination Date.

6.5 Sunset Provision. The tax trust fund shall expire and terminate upon the Termination Date.

7. Impact Fee Credits Capacity Reservation and CRA.

7.1 Allocation of Credits to Project. Commencing with the Effective Date, Owners' Agent shall be entitled to receive transportation impact fee credits pursuant to Section 26-81, Apopka City Code, in an amount not to exceed the maximum cost share set forth in Section 5 above ("**Road Impact Fee Credits**") to offset transportation impact fees otherwise payable for any development within the Property ("**Road Impact Fees**"). In the event an Owner, assignee, successor or assign, desires to obtain building permits for which Road Impact Fees would be payable, Owners' Agent shall provide the City a statement indicating the amount of impact fees that have been determined for the number and type of building permits desired. The City shall provide Road Impact Fee Credits in the amount shown on the statement so provided, the dollar value of which credits shall be applied towards but shall not exceed the maximum cost share as set forth in Section 5 above. The provisions of this Section 7.1 shall automatically expire and terminate on the tenth (10th) anniversary of the Trust Fund Commencement Date after which date Road Impact Fee Credits shall no longer be available to Owner, and successors and assigns.

7.2 Allocation of Road Impact Fees for Property and Surrounding Lands. Commencing with the Effective Date and to the extent Owners' Agent has not received the maximum cost share towards the Project Costs as set forth in Section 5 above, the City shall pay to Owners' Agent any Road Impact Fees received for development of such lands within the vicinity of the Interchange depicted on **Exhibit "E"** attached hereto (the "Surrounding Lands"¹). Payment to the Owners' Agent shall occur within thirty (30) days after the date the City receives payment of such Road Impact Fees from third parties and shall be credited towards the maximum cost share towards the Project Costs as set forth in Section 5 above. Should all or a portion of the Property be sold or transferred from Owners to another party and such subsequent owner does not receive from Owners' Agent Impact Fee Credits as provided in Section 7.1, the portion of the property no longer owned by the Owners shall be treated as Surrounding Lands within this provision.

7.3 Change in Law. In the event Road Impact Fee collections pursuant to Chapter 26-72, *et al.*, are abolished in Apopka and are replaced with a Transportation Mobility Fee or similar fee relating to the use of capacity on the City's road network, this Agreement shall remain in full force and effect as to credits, except that the name of the new fee shall automatically be substituted for the term "Impact Fees" throughout the text of this Agreement. The Parties acknowledge that a Transportation Mobility Fee may include components for pathways and/or transit operations that are not included as part of the impact fee formula. Notwithstanding that circumstance, the Transportation Mobility Fee shall be used dollar for dollar in the same manner that Impact Fees are used under the terms of this Agreement. The City acknowledges that the provisions of this Agreement may vary from the Transportation Mobility Fee use and structure applicable to other property owners in the City.

7.4 Capacity Reservation. In the event the Owners proceed with the construction of the Interchange and related improvements, the Owners shall be entitled to a capacity reservation for the development of the Project pursuant to Section 4.04.02 of the City Code, without paying any additional consideration, other than the construction of the Interchange. The capacity reservation shall run with the land from the date hereof for the representative scope of development set forth on **Exhibit "F"** attached hereto, and ending on the Termination Date. All capacity reservation costs, if any, are to be applied only to Project Costs up to the maximum cost share as set forth in Section 5 above. However nothing herein shall vest Owners or Owners' Agent with any right to build any of the units or commercial square footages indicated on **Exhibit "F,"** and all such improvements are and will otherwise be subject to all of City's codes and approval processes.

7.5 Toll Collection. The City may request that the Authority place a toll booth at the Interchange or otherwise petition the Authority to seek toll revenue for the City from the Interchange. To the extent Owners' Agent has not received the maximum

¹ The parties expressly agree that transportation impact fees from properties owned by Florida Hospital or its affiliated entities shall not be included in the cost share funds available to Owners under this agreement.

available cost share of the Project Costs as set forth in Section 5 above, the City shall pay to Owners' Agent 25% of toll revenue received by the City from the Interchange or from the Authority in connection therewith which sums shall be credited towards the Project Costs not to exceed the maximum cost share as set forth in Section 5 above. However should the Authority agree to accept the ramps into its system for future maintenance, the City shall have no obligation to seek any portion of toll revenues from the Authority.

7.6 CRA. The City may also seek to establish a CRA for the Property, which may include surrounding areas to address transportation or other blight as provided by Florida Statutes. To the extent the City establishes a CRA which includes all or any part of the Property, funding available from the CRA may proportionally be applied to satisfying the maximum cost share as set forth in Section 5 above.

7.7 Expiration. On the Termination Date, all obligations of the City to the Owners and the Owners' Agent hereunder shall terminate.

8. Design, Construction and Funding of Interchange

8.1 Design. Owners' Agent shall commence permitting, design and engineering for the Interchange pursuant to consulting contracts and budgets reviewed and approved by the Authority for improvements under the jurisdiction of the Authority and the City for improvements under the jurisdiction of the City, if any.

8.2 Budget. Attached hereto as Exhibit "G" is the preliminary budget for the direct and indirect costs of the Interchange based upon an engineer's opinion of cost, not on actual bids submitted by qualified contractors. Such Budget may be modified from time to time by mutual agreement of the parties hereto.

8.3 Construction. Prior to construction of the Interchange, Owners' Agent shall obtain all applicable permits and final construction plan approval from the Authority. The Interchange shall be constructed according to the terms and conditions of the Interchange Agreement. The City's approval may not be required for any improvement under the jurisdiction of the Authority, but Owners' Agent shall keep the City fully informed as to the status of the Interchange improvements. Owners' Agent shall obtain the approval of the City for any improvements within the jurisdiction of the City. The City shall reasonably cooperate with Owner for approval of such improvements, if any, within the jurisdiction of the City, which at this time is anticipated to be joint use drainage ponds upon the Property.

8.4 Funding. The funding of all permitting, design, legal, engineering and construction costs relating to each phase or phases of the Interchange undertaken by Owners' Agent pursuant to this Agreement shall be the responsibility of Owners' Agent.

8.5 Roadway Landscaping Maintenance. The Parties acknowledge that any roadway constructed by Owners' Agent pursuant to this Agreement may include a substantial amount of landscaping, including irrigation. Owners' Agent, or a successor in interest, shall maintain said roadway landscaping for the benefit of the

Project. Accordingly, upon completion of construction of any required roadway hereunder, at Owners' Agent's request, the Parties shall enter into a right-of-way utilization agreement providing for Owners or Owners' Agent or its successors to maintain all landscaping improvements constructed within said road rights-of-way, if applicable.

8.6 Street Lighting. To the extent any improvements pursuant to this Agreement include street lighting, the Parties shall cooperate in the formation of a City municipal service benefit unit for the Property to maintain the annual cost of such street lighting not maintained by the Authority.

9. Owners' Agent. Owners shall designate an agent to exercise any of Owners' rights under this Agreement and any of the other related matters including but not limited to (i) receipt of Road Impact Fee Credits and (ii) receipt of the tax trust fund funds, or (iii) other cost sharing mechanisms from the City for Project Costs. Owners hereby designate **EMERSON MMI-INT, LLC**, a Florida limited liability company, as its Owners' Agent. The City may rely upon any and all directions from the Designated Agent on behalf of the Owners unless and until such time as Owners either remove the Owners' Agent or appoint a successor. Notwithstanding any sale of all or any portions of the Property, Owners shall retain entitlement to cost sharing of the Project Costs with the City (via Owner's Agent), potential allocation of Road Impact Fee Credits, or any other rights and benefits pursuant to this Agreement, unless and until Owners or Owners' Agent provide the City written notice of an assignment of all or any such rights to a third party or third parties.

10. Notice. Any notice or other communication permitted or required to be given hereunder by one Party to the other shall be in writing and shall be either (i) hand delivered, or (ii) sent by electronic transmission with proof of electronic transmission retained by the sending Party, or (iii) sent by reputable private courier service (e.g., Federal Express, Express Mail, Airborne, United Parcel Service, or Emery Air), or (iv) mailed by registered or certified U.S. mail, postage prepaid, return receipt requested, to the Party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such Party, to wit:

As to Emerson I :

Emerson Point Assoc., LLLP
Attn: Michael Wright
1350 N. Orange Ave, Suite 250
Winter Park, FL 32789
Phone: (407) 385-0664
Email: mike@MMI.com

With a Copy to:

Ted B. Edwards, Esquire
Law Office of Ted B. Edwards, P.A.
1350 Orange Ave, Suite 260
Winter Park, FL 32789
Phone: (407) 340-9284

Email: TEdwards@TEdwardslaw.com

As to Emerson II:

Emerson Point Phase II, LLC
Attn: Michael Wright
1350 N. Orange Ave, Suite 250
Winter Park, FL 32789
Phone: (407) 385-0664
Email: mike@MMI.com

With a Copy to:

Ted B. Edwards, Esquire
Law Office of Ted B. Edwards, P.A.
1350 Orange Ave, Suite 260
Winter Park, FL 32789
Phone: (407) 340-9284
Email: TEdwards@TEdwardslaw.com

As to MMI-INT:

Emerson MMI-INT, LLC
Attn: Michael Wright
1350 N. Orange Ave, Suite 250
Winter Park, FL 32789
Phone: (407) 385-0664
Email: Bill@MMI.com

With a Copy to:

Ted B. Edwards, Esquire
Law Office of Ted B. Edwards, P.A.
1350 Orange Ave, Suite 260
Winter Park, FL 32789
Phone: (407) 340-9284
Email: TEdwards@TEdwardslaw.com

As to City of Apopka:

The City of Apopka
120 East Main Street
Apopka, Florida 32703
Phone: (407) 703-1700
Email: girby@apopka.net

With a Copy to:

Clifford B. Shepard, Esquire
Shepard, Smith & Cassady, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751
Phone: (407) 622-1772
Email: cshepard@shepardfirm.com

11. **Covenants Running with the Land.** This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and detriment of the legal representatives, successors, and assigns of Owners and any person, firm, corporation, or other entity that may become the successor in interest to the Property or any Parcel. Notwithstanding the foregoing, however, the authority to instruct City to provide any Road Impact Fee Credits or receive cost-sharing of Project Costs shall remain with Owners via Owners' Agent, as provided herein, unless expressly assigned in writing to another party by Owners' Agent, and then only to the extent of such assignment.

12. **Limitation of Remedies.** City and Owners expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

12.1 **Limitations on City's remedies.** Upon any failure by Owners or Owners' Agent to perform its obligations under this Agreement, City shall be limited strictly to only the following remedies:

- (a) action for specific performance or injunction; or
- (b) the right to set off, against the amounts of Project Costs to be shared by the City pursuant to the terms and conditions of this Agreement, the cost to City of performing any action or actions required to be done under this Agreement by Owners, but which Owners have failed or refused to do when required; or
- (c) any combination of the foregoing.

12.2 **Limitations on Owners' remedies.** Upon any failure by City to perform its obligations under this Agreement, Owners or Owners' Agent shall be limited strictly to only the following remedies:

- (a) action for specific performance or writ of mandamus; or
- (b) action for injunction; or
- (c) action for declaratory judgment regarding the rights and obligations of Owners and Owners' Agent; or
- (d) any combination of the foregoing.

The Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both Parties expressly agree that each Party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Interchange Cost Sharing Agreement

13. **Recordation of Agreement.** An executed original of this Agreement shall be recorded, at Owners' expense, in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date.

14. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

15. **Further Documentation.** The Parties agree that at any time following a request therefor by the other Party, each shall execute and deliver to the other Party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either Party hereunder and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

CITY OF APOPKA, FLORIDA

By: Apopka City Council

By: _____
Joseph E. Kilsheimer, Mayor

Date: _____

ATTEST: Linda F. Goff
As Clerk of the City of Apopka

By: _____
City Clerk

Interchange Cost Sharing Agreement

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Joseph E. Kilsheimer, as Mayor of the **CITY OF APOPKA, FLORIDA**, a Florida municipal corporation. He/she is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“EMERSON I”

EMERSON POINT ASSOC., LLLP a
Florida limited liability limited partnership

Print Name: _____

By: _____

Print Name: Michael E. Wright

Title: General Partner

Print Name: _____

Date: _____

Interchange Cost Sharing Agreement

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Michael E. Wright, as General Partner for EMERSON POINT ASSOC., LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Interchange Cost Sharing Agreement

Witnesses:

“EMERSON II”

EMERSON POINT PHASE II, LLC a
Florida limited liability company

Print Name: _____

By: _____

Print Name: Michael E. Wright

Title: Manager

Print Name: _____

Date: _____

Print Name: _____

By: _____

Print Name: Mary L. Demetree

Title: Manager

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Michael E. Wright, as Manager for **EMERSON POINT PHASE II, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Mary L. Demetree, as Manager for **EMERSON POINT PHASE II, LLC**, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

“OWNERS’ AGENT”

Witnesses:

Interchange Cost Sharing Agreement

EMERSON MMI-INT, LLC a Florida
limited liability company

Print Name: _____

By: _____

Print Name: Michael E. Wright

Title: Manager

Print Name: _____

Date: _____

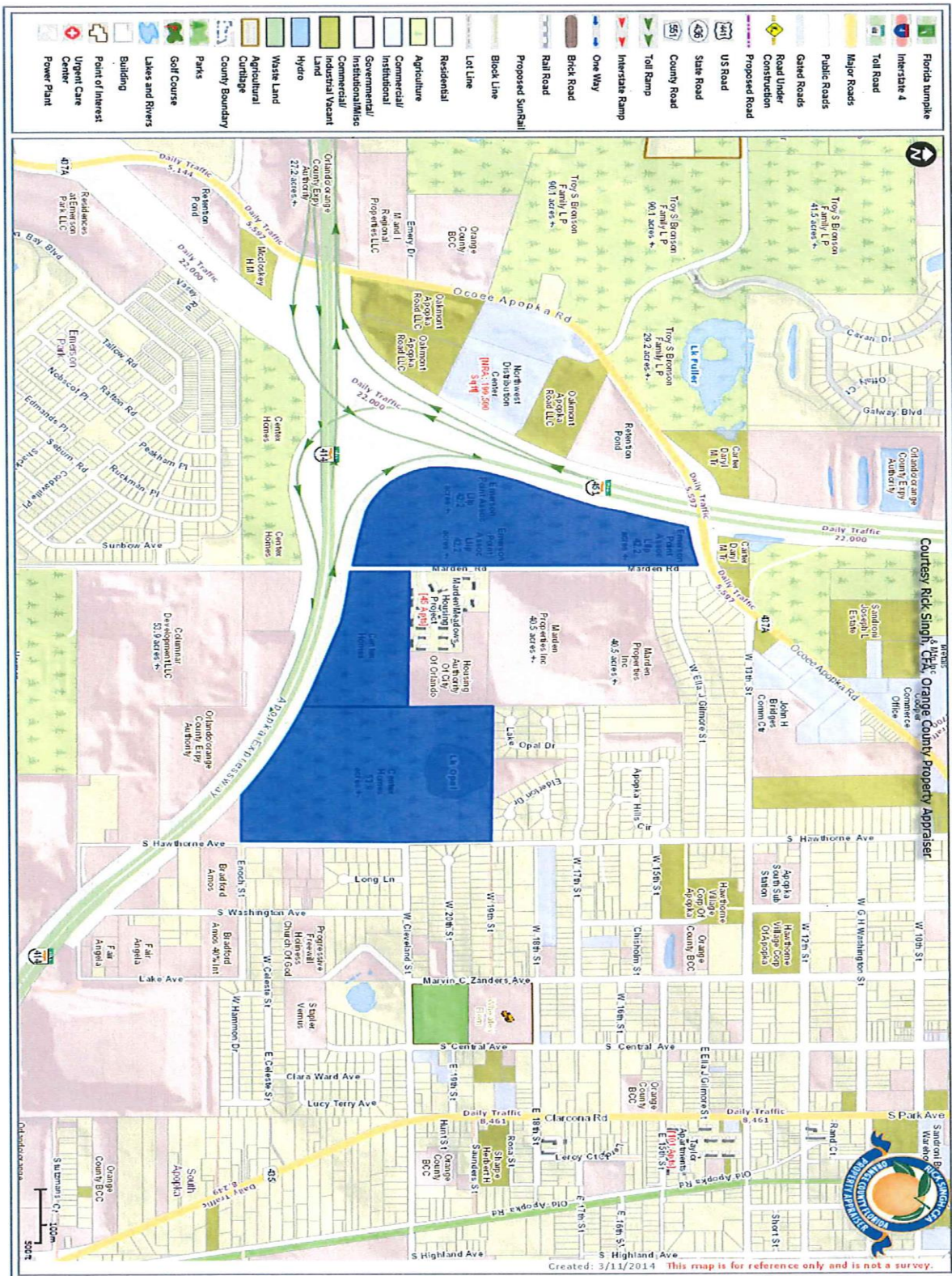
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Michael E. Wright, as Manager for **EMERSON MMI-INT, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

Composite Exhibit "A" Project Location Map



Composite Exhibit "B"
Property Legal Descriptions

Emerson Point (Emerson 1) Legal Description

A parcel of land lying in Sections 17 and 20, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of EMERSON PARK, according to the Plat thereof, as recorded in Plat Book 68, Pages 1 through 17, of the Public Records of Orange County, Florida, also being a point on the Westerly right of way line of Marden Road; thence run North 00 degrees 15 minutes 45 seconds East along said Westerly right of way line for a distance of 867.57 feet to the POINT OF BEGINNING; thence departing said Westerly right of way line run the following courses and distances; North 79 degrees 21 minutes 18 seconds West for a distance of 250.77 feet; thence run North 76 degrees 57 minutes 36 seconds West for a distance of 271.66 feet to a point on a non tangent curve concave Northeasterly and having a radius of 750.00 feet; thence from a tangent bearing of North 69 degrees 25 minutes 55 seconds West run Northwesterly along said curve through a central angle of 26 degrees 46 minutes 44 seconds for an arc distance of 350.53 feet to a point on a non tangent curve concave Northeasterly and having a radius of 725.00 feet; thence from a tangent bearing of North 38 degrees 02 minutes 17 seconds West run Northwesterly along said curve through a central angle of 27 degrees 58 minutes 31 seconds for an arc distance of 353.99 feet to a point on a non tangent curve concave Easterly and having a radius of 1500.00 feet; thence from a tangent bearing of North 01 degrees 44 minutes 32 seconds West run Northerly along said cure through a central angle of 20 degrees 26 minutes 35 seconds for an arc distance of 535.20 feet to a point of tangency; thence run North 18 degrees 42 minutes 03 seconds East for a distance of 159.98 feet to a point on the Easterly right of way line of County Road 429 (Western Beltway) per Order of Taking recorded in Official Records Book 5442, Page 3947, of the Public Records of Orange County, Florida, also being a point on a non tangent curve concave Northwesterly and having a radius of 7829.44 feet; thence from a tangent bearing of North 24 degrees 29 minutes 43 seconds East run Northeasterly along said Easterly right of way line and said curve through a central angle of 5 degrees 02 minutes 40 seconds for an arc distance of 689.30 feet; thence continuing along said Easterly right of way line run North 13 degrees 07 minutes 16 seconds East for a distance of 205.68 feet to a point on a non tangent curve concave Northwesterly and having a radius of 7809.44 feet; thence from a tangent bearing of North 17 degrees 57 minutes 03 seconds East run Northeasterly along said curve through a central angle of 3 degrees 51 minutes 29 seconds for an arc distance of 525.85 feet to a point on the Southerly right of way line of County Road 437-A (Ocoee Apopka Road) per Official Records Book 5442, Page 3947, of aforesaid Public Records of Orange County, Florida; thence departing aforesaid Easterly right of way line run North 80 degrees 33 minutes 42 seconds East along said Southerly right of way line for a distance of 196.20 feet; thence continuing along said Southerly right of way line run North 75 degrees 23 minutes 21 seconds East for a distance of 182.73 feet to a point on aforesaid Westerly right of way line of Marden Road; thence departing said Southerly right of way line run South 00 degrees 08 minutes 34 seconds West for a distance of 2270.18 feet; thence continuing along said Westerly right of way line run South 00 degrees 15 minutes 45 seconds West for a distance of 452.54 feet to aforesaid POINT OF BEGINNING.

Interchange Cost Sharing Agreement

LEGAL DESCRIPTION OF PROPERTY EMERSON 2 PROPERTY

PARCEL 1:

A parcel of land located in the NW 1/4 of Section 21, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 21; thence S88°57'30"E along the North line of said NW 1/4, a distance of 30.00 feet to a point on the Easterly right-of-way line of Marden Road (60-foot right-of-way), said point being the Point of Beginning;

Thence continuing along the North line of said NW 1/4, S88°57'30"E along the North line of said NW 1/4, a distance of 1304.19 feet to the Northeast corner of the NW 1/4 of said NW 1/4; thence leaving the North line of said NW 1/4, S0°25'10"W along the East line of the NW 1/4 of said NW 1/4 a distance of 1275.71 feet to a point on the Northerly right-of-way line of Harmon Road Extension; thence leaving the East line of the NW 1/4 of said NW 1/4, N89°22'05"W along the Northerly right-of-way line of said Harmon Road Extension, a distance of 332.65 feet to a point; thence leaving the Northerly line of Harmon Road Extension, S0°25'10"W a distance of 30.00 feet to a point on the South line of the NW 1/4 of said NW 1/4; thence N89°22'05"W along the South line of the NW 1/4 of said NW 1/4, a distance of 967.87 feet to a point in the Easterly right-of-way line of said Marden Road; thence leaving the South line of the NW 1/4 of said NW 1/4, N0°15'45"E along the Easterly right-of-way line of said Marden Road, a distance of 1315.05 feet to the Point of Beginning.

LESS AND EXCEPT the West 30 feet for road right of way per Deed Book 543, Page 3, Public Records of Orange County, Florida.

ALSO LESS AND EXCEPT therefrom Parcels 229, conveyed to OOCEA in Official Records Book 8914, Page 4223, and Parcel 229A conveyed to OOCEA in Official Records Book 9038, Page 3272, Public Records of Orange County, Florida, more particularly described as follows:

Parcel 229

A tract or parcel of land being a portion of the Northwest 1/4 of Section 21, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of said Section 21 (railroad spike with "X" cut as now exist); thence S88°57'29"E, along the North line of said Northwest 1/4, for a distance of 30.00 feet to the Eastern right of way line of Marden Road, as described in Official Records Book 829, Page 94, of the Public Records of Orange County, Florida; thence S00°15'48"W, along said Eastern right of way line, for a distance of 469.38 feet to the POINT OF BEGINNING being a point on a non-tangent curve; thence, departing said Eastern right of way line, Easterly 494.88 feet along the arc of a curve concave Southerly having a radius of 4360.00 feet, a central angle of 06°30'12" and a chord bearing of S81°10'07"E; thence S70°08'59"E for a distance of 589.24 feet to the point of curvature; thence Southeasterly 276.78 feet along the arc of a curve concave Southwesterly having a radius of 4320.00 feet, a central angle of 03°40'15" and a chord bearing of S68°18'51"E, to the intersection with the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 21; thence S00°25'16"W, along said East line, for a distance of 451.76 feet to the intersection with the North right of way line of Harmon Road Extension, as recorded in Deed Book 785, Page 88 of the Public Records of Orange County, Florida; thence, departing said East line,

Interchange Cost Sharing Agreement

N89°22'08"W, along said North right of way line, for a distance of 332.66 feet; thence, continuing along the right of way line of Harmon Road Extension, S00°22'53"W for a distance of 30.00 feet to the intersection with the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 21; thence, departing said right of way line of Harmon Road Extension, N89°22'08"W, along said South line, for a distance of 392.14 feet; thence, departing said South line, N00°15'48"E for a distance of 365.68 feet to a point on a non-tangent curve; thence Northwesterly 566.96 feet along the arc of a curve concave Southwesterly having a radius of 3980.00 feet, a central angle of 08°09'43" and chord bearing of N79°34'00"W, to a point on a non-tangent curve; thence, Westerly 18.18 feet along the arc of a curve concave Southerly having a radius of 1223.14 feet, a central angle of 00°51'07" and a chord bearing of N88°00'03"W, to the intersection with aforesaid Eastern right of way line of Marden Road; thence N00°15'48"E, along said Eastern right of way line, for a distance of 383.15 feet to the POINT OF BEGINNING.

and

Parcel 229A:

A tract or parcel of land being a portion of the Northwest 1/4 of Section 21, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of said Section 21 (railroad spike with "X" cut as now exists); thence S88°57'29"E, along the North line of said Northwest 1/4, for a distance of 30.00 feet to the Eastern right-of-way line of Marden Road, as described in Official Records Book 829, Page 94 of the Public Records of Orange County, Florida; thence departing said North line, S00°15'48"W, along said Eastern right-of-way line, for a distance of 852.53 feet to the Point of Beginning being a point on a non-tangent curve; thence, departing said Eastern right-of-way line, Easterly 18.18 feet along the arc of a curve concave Southerly having a radius of 1223.14 feet, a central angle of 00°51'07" and a chord bearing of S88°00'03"E to a point on a non-tangent curve; thence Southeasterly 566.96 feet along the arc of a curve concave Southwesterly having a radius of 3980.00 feet, a central angle of 08°09'43" and a chord bearing of S79°34'00"E; thence S00°15'48"W for a distance of 365.68 feet to a point on the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 21; thence, N89°22'08"W along said South line for a distance of 575.77 feet to a point on the aforesaid Eastern right-of-way line of Marden Road; thence, departing said South line, N00°15'48"E along said Eastern right-of-way line for a distance of 462.56 feet to the Point of Beginning.

PARCEL 2:

The Northeast quarter of the Northwest quarter of Section 21, Township 21 South, Range 28 East, Orange County, Florida, together with the South half of the Southeast quarter of the Southwest quarter of Section 16, Township 21 South, Range 28 East.

LESS AND EXCEPT the East 30 feet for road right of way per Official Records Book 30, Page 57, Public Records of Orange County, Florida, and the South 30 feet for road right of way per Deed Book 785, Page 113, Public Records of Orange County, Florida.

ALSO LESS AND EXCEPT therefrom Parcel 237 conveyed to OOCEA by Warranty Deed recorded in Official Records Book 9038, Page 3272, Public Records of Orange County, Florida, more particularly described as follows:

Interchange Cost Sharing Agreement

A tract or parcel of land being a portion of the Northwest 1/4 of Section 21, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 21 (6"x6" concrete monument as now exist); thence N88°57'29"W, along the North line of said Northwest 1/4, for a distance of 30.00 feet to the Western right of way line of S. Hawthorne Avenue, as described in Official Records Book 30, Page 57, of the Public Records of Orange County, Florida; thence, departing said North line, S00°34'53"W, along said Western right of way line, for a distance of 1296.35 feet to the South line of the Northeast 1/4 of the Northwest 1/4 of Section 21; thence departing said Western right of way line, N89°22'08"W along said South line for a distance of 447.69 feet to the Point of Beginning; thence, continuing N89°22'08"W along said South line for a distance of 852.86 feet to the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 21; thence, departing said South line, N00°25'16"E, along said West line, a distance of 481.76 feet to a point on a non-tangent curve; thence departing said West line, Southeasterly 983.18 feet along the arc of a curve concave Southwesterly having a radius of 4320.00 feet, a central angle of 13°02'23" and a chord bearing of S59°57'32"E to the Point of Beginning.

Exhibit "C"
Berenis to Knudson Letter of July 24, 2014

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 24, 2014

Mr. Kevin Knudsen, P.E.
Project Manager
Dewberry | Bowyer-Singleton
520 South Magnolia Avenue
Orlando, Florida 32801

**RE: Interchange Justification Report
SR 414 at Marden Road
Review of May 2014 Submittal**

Dear Mr. Knudsen:

The Central Florida Expressway Authority (CFX) staff has reviewed your May 2014 Interchange Justification Report (IJR) submittal for a proposed half diamond interchange on SR 414 (John Land Apopka Expressway) at Marden Road. In general, it appears the revised report adequately addresses the majority of comments provided to you following our February 2014 review. Attached is a letter from our General Engineering Consultant, Atkins, containing the balance of our technical review comments for the May 2014 submittal. The Expressway Authority's Traffic and Revenue Consultant, CDM Smith, has reviewed the recent submittal and their comments are also included in the attached letter.

Should your client decide to further advance the proposed interchange at Marden Road, the following non-technical items must be addressed to the satisfaction of CFX prior to final approval of the IJR document:

1. A formal funding agreement between the applicant, other potential partners and CFX to clearly delineate roles and responsibilities of each entity. Such agreement shall address the interchange ramp improvements as well as correction of deficient local roadway elements as a result of the interchange (specifically, Marden Road north and south of the proposed interchange and Keene Road east and west of SR 414). Further, the agreement shall stipulate that all interchange design elements meet CFX design criteria (geometry, drainage, signage, pavement markings, lighting, etc.) and that CFX shall have final review and approval of all construction plans. Lastly, the agreement shall outline the requirements for permits and right-of-entry documents necessary from CFX for construction of the proposed project.

Interchange Cost Sharing Agreement

K. Knudsen
July 24, 2014
Page 2

2. All proposed right-of-way required for the project shall be acquired by the applicant or potential partners. This includes the right-of-way to be acquired from CFX for the eastbound entrance ramp.
3. All impacts to the existing CFX storm water pond and existing permits (at the eastbound entrance ramp) shall be identified and a mitigation plan proposed.

Should you have any questions or require additional information as it pertains to our review comments, please contact Glenn Pressimone at 407-690-5321.

Sincerely,



Joseph A. Berenis, P.E.
Deputy Executive Director

Attachment

cc: Angel de la Portilla
Glenn Pressimone
Nathan Silva
Hugh Miller



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

July 22, 2014

Glenn M. Pressimone, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: **State Road 414 and Marden Road, Interchange Justification Report (May 2014) and Responses to Review Comments (February 28, 2014)**

Dear Mr. Pressimone:

Atkins' and CDM Smith's staffs have reviewed the referenced documents prepared by GMB Engineers & Planners in association with Dewberry/Bowyer-Singleton as requested.

Atkins' review comments are as follows:

1. Atkins' staff reviewed the Draft Marden Road IJR and provided comments to you in a letter dated February 6, 2014. Comment Number 3 clearly disputed the method in which the Applicant performed the Highway Capacity Analysis (HCS) of the merge and diverge maneuvers at the proposed SR 414/Marden Road ramps and the SR 414 / SR 451 ramps. Given the potential close proximity of the SR 414 westbound exits to Marden Road and SR 451 and the similar eastbound consecutive entrance ramps from SR 451 and Marden Road, the HCS analysis must include the adjacent ramp information to generate an accurate assessment of the operational characteristics. The adjacent ramp information is not included HCS analysis spreadsheets. Given the relatively low ramp volume forecasts and the high levels of services projected on the facilities, it is anticipated that the correct analysis would result in the same conclusion, however, it is important that the correct analysis be performed and documented.
2. In general, it appears the Applicant has adequately addressed all of the other comments dated February 6, 2014, provided on the Draft IJR. There does not appear to be any fatal flaws associated with the engineering characteristics of the proposed interchange ramps.

Glenn Pressimone, P.E.
July 22, 2014
Page 2

CDM Smith's review comments are as follows:

1. As described in the IJR, the purpose of "the proposed SR 414/Marden Road interchange is to improve access to the south part of the City of Apopka (page iii)." While this will certainly be true for the proposed and on-going land development projects on Marden Road, it is less clear for the land developments in the Apopka Westside Research Park and the Northwest Distribution Center.
2. Project funding is addressed in the IJR. "The applicant will be responsible for the full costs of design and construction of the interchange (page iv)." This statement, which repeats many times in the IJR, should be revised to read "... the full capital cost, including but not limited to design, right-of-way, mitigation and construction."
3. There is a minor inconsistency between the area of influence, defined at the start of the study, and the results. There appear to be changes in the level of service on SR 429 and Keene Road, which are not fully documented.
4. The level of service on Marden Road, south of the interchange, changes from LOS D under No Build conditions to LOS F under Build conditions. Who and how will this need be addressed.
5. Why would traffic volume forecasts on SR 429, north and south of the interchange with SR 414, increase by between 5% and 8% by 2035? If the SR 414/Marden Road interchange provides useful access to land developments in the area along SR 429 and the Ocoee/Apopka Road, the traffic volume forecasts under Build conditions should be lower than the No Build forecasts.

If the Applicant decides to advance the proposed interchange ramps at Marden Road, the following topics must be addressed to the satisfaction of CFX prior to final approval of the IJR.

1. A formal funding agreement, which includes the interchange ramps as well as correction of deficient local roadway elements, between the Authority, the Applicant and other potential partners will be required to clearly delineate roles and responsibilities of each entity.
2. The ramp design must meet all Expressway Authority criteria including geometry, drainage, signage, pavement markings, lighting, etc. The Expressway Authority will have final review and approval of all construction plans.
3. The proposed westbound exit ramp has the potential to impact private property. Securing the right of way necessary to construct the ramp will be the Applicant's responsibility.

Interchange Cost Sharing Agreement



Glenn Pressimone, P.E.
July 22, 2014
Page 3

4. The proposed eastbound entrance ramp appears to impact a parcel owned by the Expressway Authority. The Applicant will be required to obtain the property necessary to construct the ramp in accordance with the Expressway Authority's surplus property guidelines.
5. The proposed eastbound entrance ramp also appears to impact an Expressway Authority storm water pond. Further coordination will be required to address permitting requirements associated with any pond impacts.
6. Table 17-5 *SR 414/Marden Road Interchange Justification Report, Year 2035 Build Alternative-Peak Directional Roadway LOS Analysis* of the IJR indicates that Marden Road (north and south of the proposed interchange) and Keene Road (east and west of SR 414 existing interchange) will operate at LOS F. The Expressway Authority will not be responsible for funding corrective actions at any of these locations.

Please contact me with any questions or if additional clarifications are necessary.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan P. Silva".

Nathan P. Silva, P.E.
Program Manager

cc: Joseph A. Berenis, Deputy Executive Director

Exhibit "D"
Conceptual Improvements Plan

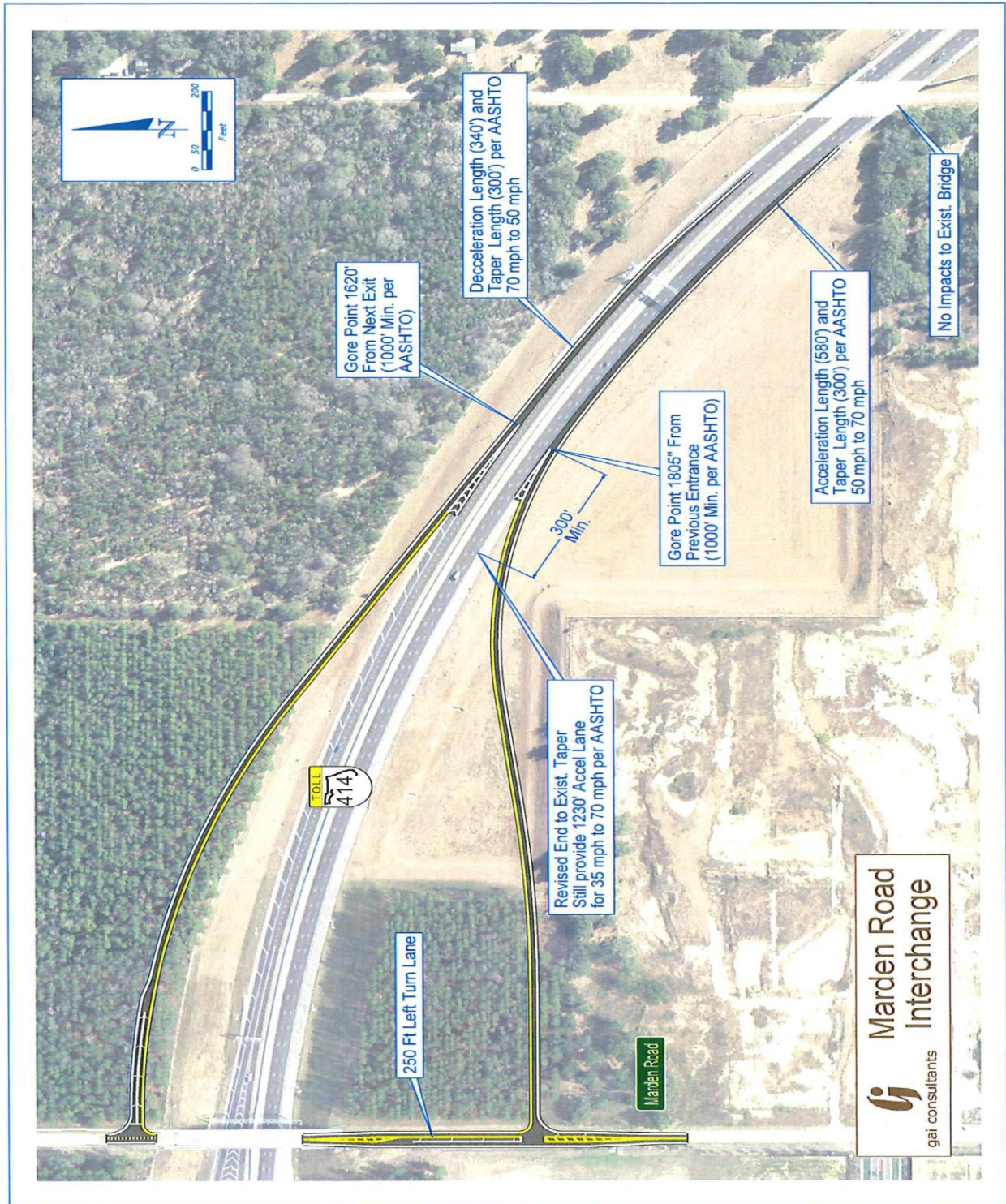


Exhibit "E" Surrounding Lands

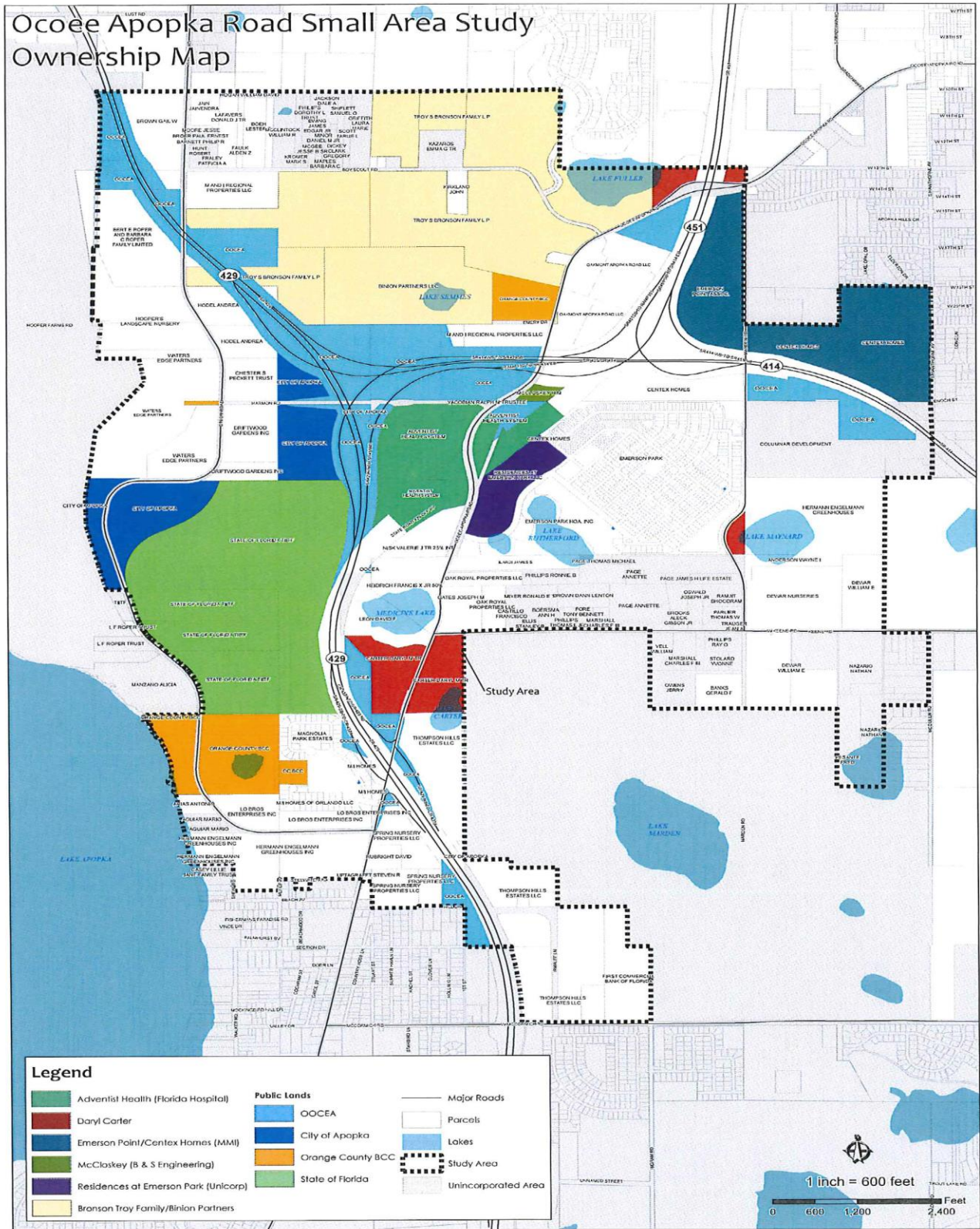


Exhibit "F"
Representative Scope of Development

Emerson I Multifamily: 544 units
Emerson I Commercial: 75,000 square feet

Emerson II Multifamily: 272+ units
Emerson II Commercial: 350,000 square feet.

Exhibit "G"
Budget

Marden Road Access Ramps - Preliminary Conceptual Cost Estimate					
Prepared 09 December 2014 by GAI Consultants					
Revised 14 May 2015 by GAI Consultants					
Location	Unit	Value	Cost per Mile	Cost	Basis
SR 414 EB on ramp	miles	0.45	\$2,044,323	\$919,945	FDOT LRE: 2 lane rural roadway
SR 414 WB off ramp	miles	0.42	\$2,044,323	\$858,616	FDOT LRE: 2 lane rural roadway
SR 414 widening	miles	0.33	\$3,519,430	\$1,161,412	FDOT LRE: widen interstate
Marden Road S of brid	miles	0.07	\$4,084,261	\$285,898	FDOT LRE: new con. 3 lane urban
Marden Road N of brid	miles	0.03	\$482,833	\$14,485	FDOT LRE: m&r 2 lane urban
Sub Total				\$3,240,356	
Maintenance of Traffic				\$324,036	10% of subtotal
Contingency (includes costs such as permitting fees)				\$648,071	20% of subtotal
Total Construction				\$4,212,463	
Engineering -Interchange Ramps				\$400,000	
Engineering - Marden Roadway Improvements				\$150,000	City of Apopka and Orange County
Materials Testing and Inspections				\$80,000	estimated at 20% of engineering fees
CFL Strategies				\$75,000	
Interchange Justification Report				\$70,000	
Legal				\$100,000	
Landscaping				\$175,000	
Estimated Subtotal				\$5,262,463	
Construction Management			5%	\$263,123	
Emerson II R/W Dedication (Approximatley 3 acres)				\$225,000	
Performance Bond				\$50,000	
Completion bond				\$50,000	
Interest Reserve				\$160,000	
Estimated Total Cost				\$6,010,587	
Less: City of Apopka Contribution				-\$2,500,000	
Total Interchange Cost				\$3,510,587	
Cost Allocation		Acres	Pro-Rata Share	Cost	Original Estimate
Emerson I		42	36.84%	\$1,293,374	\$2,214,427
Emerson II		72	63.16%	\$2,217,213	\$3,796,160
Total		114	100%	\$3,510,587	\$6,010,587

Backup material for agenda item:

2. RESOLUTION NO. 2015-16 - To amend the budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015.

Pam Barclay



CITY OF APOPKA CITY COUNCIL

-
-
- CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL HEARING
 OTHER: Resolution No. 2015-16

MEETING OF: September 2, 2015
FROM: Finance
EXHIBITS: Exhibit A

SUBJECT: RESOLUTION NO. 2015-16 – AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015.

Request: ADOPT RESOLUTION NO. 2015-16

SUMMARY:

On September 19, 2014, by Resolution No. 2014-15, the City Council adopted the final budgets for fiscal year 2014/2015. The City has committed to expenditures and has experienced unanticipated revenues/expenditures through the current fiscal year that need to be reflected in the current budget. Florida Statutes, Section 166.241(4) requires the governing body amend the budget in the same manner as the original budget is adopted.

FUNDING SOURCE:

General Fund, Transportation Impact Fees Fund, and the Utilities Impact Fees Fund.

RECOMMENDED ACTION:

Adopt Resolution No. 2015-16

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
City Clerk
Fire Chief

RESOLUTION NO. 2015-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the Budget for Fiscal Year 2014/2015 should be amended; and

WHEREAS, Florida Statutes, Section 166.241(4) requires the governing body amend the budgets in the same manner as the original budget is adopted; and

WHEREAS, the City Council adopted the final budgets for fiscal year 2014/2015 through resolution on September 19, 2014.

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

SECTION 1: That the Budget for the City of Apopka, Florida, Fiscal Year 2014/2015 is hereby amended as indicated in Exhibit "A," Budget Amendment which is hereby attached and made part of this Resolution by reference thereto.

SECTION 2: Effective Date. This Resolution shall take effect upon final passage and adoption.

ADOPTED THIS 2nd DAY OF SEPTEMBER, 2015.

CITY OF APOPKA, FLORIDA

JOSEPH E. KILSHEIMER, MAYOR

ATTEST:

DA F. GOFF, CITY CLERK

CITY OF AOPKA
FY 15 BUDGET AMENDMENT - RESOLUTION #2015-16

<u>REVENUE</u>		<u>EXPENDITURES</u>	
General Fund			
001-341.9002-Other Financing Sources <i>Move monies from Police - Towing (Forensics)</i>	1,569	001-2230-521.6400-Police Equip and Machinery	1,569
001-389.0009-Carry-Over Appropriations	132,109	001-3310-519.6300-Fuel Guardian Technologies	132,109
001-271.8100-Restricted Fire Donations	10,000	001-2110-522.6400-Fire EMS Equipment	10,000
001-366.9003-Police Department Donations	2,000	001-2220-521.5200-Police Field Services	2,000
001-366.9014-Police Canine Donations	1,800	001-2220-521.6400-Police Equip and Machinery	1,800
001-366.9003-Police Department Donations	2,429	001-2220-521.5200-Police Field Services	2,429
001-351.3000-Law Enforcement Education	6,790	001-2220-521.5450-Police Special Education	6,790
<i>Funding for various Police Special Purchases and Training.</i>			

Transportation Impact Fees Fund			
102-389.0009-Carry-Over Appropriations	22,900	102-3413-541.6100-Land	22,900
<i>Funding for purchase of land on West Orange Avenue</i>			

Utilities Impact Fees Fund			
403-384.0000-Other Financing Sources	1,787,253	403-3115-535.6300 NWRC, Storage Pond	1,587,000
		403-3115-535.6300 NWRC, Storage Pond	100,000
		403-3115-535.6300 NWRC Gopher Turtle Mitig	100,253
403-369.9000-Misc Revenue	64,000	403-8019-536.6400 Equip & Machinery SCADA	64,000

Backup material for agenda item:

1. ORDINANCE NO. 2443 – SECOND READING & ADOPTION
COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND
USE AMENDMENT – VSI Custom Homes, from “County” Low
Density Residential (0-4 du/ac) to “City” Residential Low
(0-5 du/ac), for property located south of East 6th Street,
west of Orange Blossom Trail.
(Parcel ID #s: 10-21-28-8652-07-010 & 10-21-28-8652-08-060)

David Moon



CITY OF APOPKA CITY COUNCIL

PUBLIC HEARING
 ANNEXATION
 PLAT APPROVAL
 OTHER: Ordinance

DATE: September 2, 2015
FROM: Community Development
EXHIBITS: Land Use Report
Vicinity Map
Adjacent Zoning Map
Adjacent Uses Map
Existing Uses Map
Ordinance No. 2443

SUBJECT: ORDINANCE NO. 2443 - COMPREHENSIVE PLAN - SMALL SCALE - FUTURE LAND USE AMENDMENT - VSI CUSTOM HOMES

Request: SECOND READING & ADOPTION OF ORDINANCE NO. 2443 - COMPREHENSIVE PLAN - SMALL SCALE - FUTURE LAND USE AMENDMENT - VSI CUSTOM HOMES FROM "COUNTY" LOW DENSITY RESIDENTIAL (0-4 DU/AC) TO "CITY" RESIDENTIAL LOW (0-5 DU/AC). (PARCEL ID #S: 10-21-28-8652-07-010 & 10-21-28-8652-08-060)

SUMMARY

APPLICANT: Jim Hall - Vanasse Hangen Brustlin, Inc. (VHB)
OWNER: VSI Custom Homes
LOCATION: South of E 6th Street, west of Orange Blossom Trail
EXISTING USE: Vacant
CURRENT ZONING: "County" R-2 (ZIP) ("City" R-2 proposed)
PROPOSED DEVELOPMENT: Single-family home or duplex
PROPOSED ZONING: "City" Planned Unit Development (Residential) (Note: this Future Land Use Map amendment request is being processed along with a request to change the Zoning Map designation from "County" R-2 (ZIP) to "City" R-2.)
TRACT SIZE: 3.6 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: 14 Units
PROPOSED: 18 Units

DISTRIBUTION

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

ADDITIONAL COMMENTS: The subject property was annexed into the City of Apopka on December 7, 2007, through the adoption of Ordinance No. 1898. The proposed Small-Scale Future Land Use Amendment is being requested by the owner/applicant. Pursuant to Florida law, properties containing less than ten acres are eligible to be processed as a small-scale amendment. Such process does not require review by State planning agencies.

A request to assign a Future Land Use Designation of Residential Low is compatible with the designations assigned to abutting properties. The FLUM application covers approximately 3.6 acres. The property owner intends to use the site for a residential development.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Land Use Report).

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Rural Settlement Future Land Use designation and the City's proposed R-2 Zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: The proposed rezoning will not result in an increase in the number of residential units which could be developed at the subject property. A capacity enhancement agreement with OCPS is not necessary because the impacts on schools will be de minimus.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on June 12, 2015.

PUBLIC HEARING SCHEDULE:

July 14, 2015 - Planning Commission (5:01 pm)
August 19, 2015- City Council (7:00 pm) - 1st Reading
September 2, 2015 – City Council (1:30 pm) - 2nd Reading

DULY ADVERTISED:

June 26, 2015 – Public Notice and Notification
August 7, 2015 – Ordinance Heading Ad w/Map/¼ Page w/Map Ad

RECOMMENDED ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and recommends approval of the change in Future Land Use from “County” Rural (0-1 du/10 ac) to “City” Residential Low (0-5 du/ac) for the property owned by VSI Custom Homes.

The **Planning Commission**, at its meeting on July 14, 2015, recommended approval (7-0) of the change in Future Land Use from “County” Rural (0-1 du/10 ac) to “City” Residential Low (0-5 du/ac) for the property owned by VSI Custom Homes.

The **City Council**, at its meeting on August 5, 2015, postponed the First Reading of Ordinance No. 2443, and held it over for First Reading on August 19, 2015.

The **City Council**, at its meeting on August 19, 2015, accepted the First Reading of Ordinance No. 2443 and held it over for Second Reading and Adoption on September 2, 2015.

Adopt Ordinance no. 2443.

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

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Institutional/Public Use	PO/I & C-2	R-O-W & stormwater/retention pond
East (City)	Commercial	C-2	Single-family home
South (City)	Residential Low (0-5 du/ac)	R-1 (ZIP)	Single-family home
West (City)	Residential Low (0-5 du/ac)	R-1AA	Single-family home

II. LAND USE ANALYSIS

The general character of the area surrounding the subject property is compatible with this development of low density residential. The property lies south of East 6th Street and west of Orange Blossom Trail.

Wekiva River Protection Area: No
 Area of Critical State Concern: No
 DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is not located within “Core Area” of the JPA.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. While located within the Wekiva River Basin Study Area, the subject property is not located within the Protection Area. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and stormwater run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are no karst features on this property.

Analysis of the character of the Property: The Property fronts East 6th St. The vegetative communities present are urban; the soils present are Candler fine sand; and no wetlands occur on the site, and the terrain has a 5-12 percent slope.

The proposed amendment is consistent with the Comprehensive Plan, including Policy 3.1.e Residential Low Future Land Use designation.

Analysis of the relationship of the amendment to the population projections: The proposed future land use designation for the Property is Rural Settlement (0-1 du/5 ac). Based on the housing element of the City's Comprehensive Plan, this amendment will increase the City's future population.

CALCULATIONS:

ADOPTED (City designation): 14 Unit(s) x 2.659 p/h = 37 persons
PROPOSED (City designation): 18 Unit(s) x 2.659 p/h = 48 persons

Housing Needs: This amendment will not negatively impact the housing needs as projected in the Comprehensive Plan.

Habitat for species listed as endangered, threatened or of special concern: Per policy 4.1 of the Conservation Element, a habitat study is required for developments greater than ten (10) acres in size. This site is less than ten acres. A habitat study will not be required at the time of a development plan application.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: City of Apopka; 81 GPD/Capita;
81 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 2744 GPD
3. Projected total demand under proposed designation: 3528 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 81 GPD/Capita
6. Projected LOS under proposed designation: 81 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: City of Apopka; 177 GPD/Capita;
177 GPD/Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 6356 GPD

Projected total demand under proposed designation: 8172 GPD

4. Capacity available: Yes
5. Projected LOS under existing designation: 177 GPD/Capita
6. Projected LOS under proposed designation: 177 GPD/Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment:
None
8. Parcel located within the reclaimed water service area: No

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider:
City of Apopka
3. Projected LOS under existing designation: 148 lbs./person/day
4. Projected LOS under proposed designation: 192 lbs./person/day
5. Improved/expansions already programmed or needed as a result of the proposed amendment:
None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

- Water treatment plant permit number: CUP No. 3217
- Permitting agency: St. John's River Water Management District
- Permitted capacity of the water treatment plant(s): 21.981 GPD
- Total design capacity of the water treatment plant(s): 33.696 GPD
- Availability of distribution lines to serve the property: Yes
- Availability of reuse distribution lines available to serve the property: No

Drainage Analysis

1. Facilities serving the site: Martins Pond
2. Projected LOS under existing designation: 25 year - 96 hour design storm
3. Projected LOS under proposed designation: 25 year - 96 hour design storm
4. Improvement/expansion: On-site retention/detention pond

Recreation

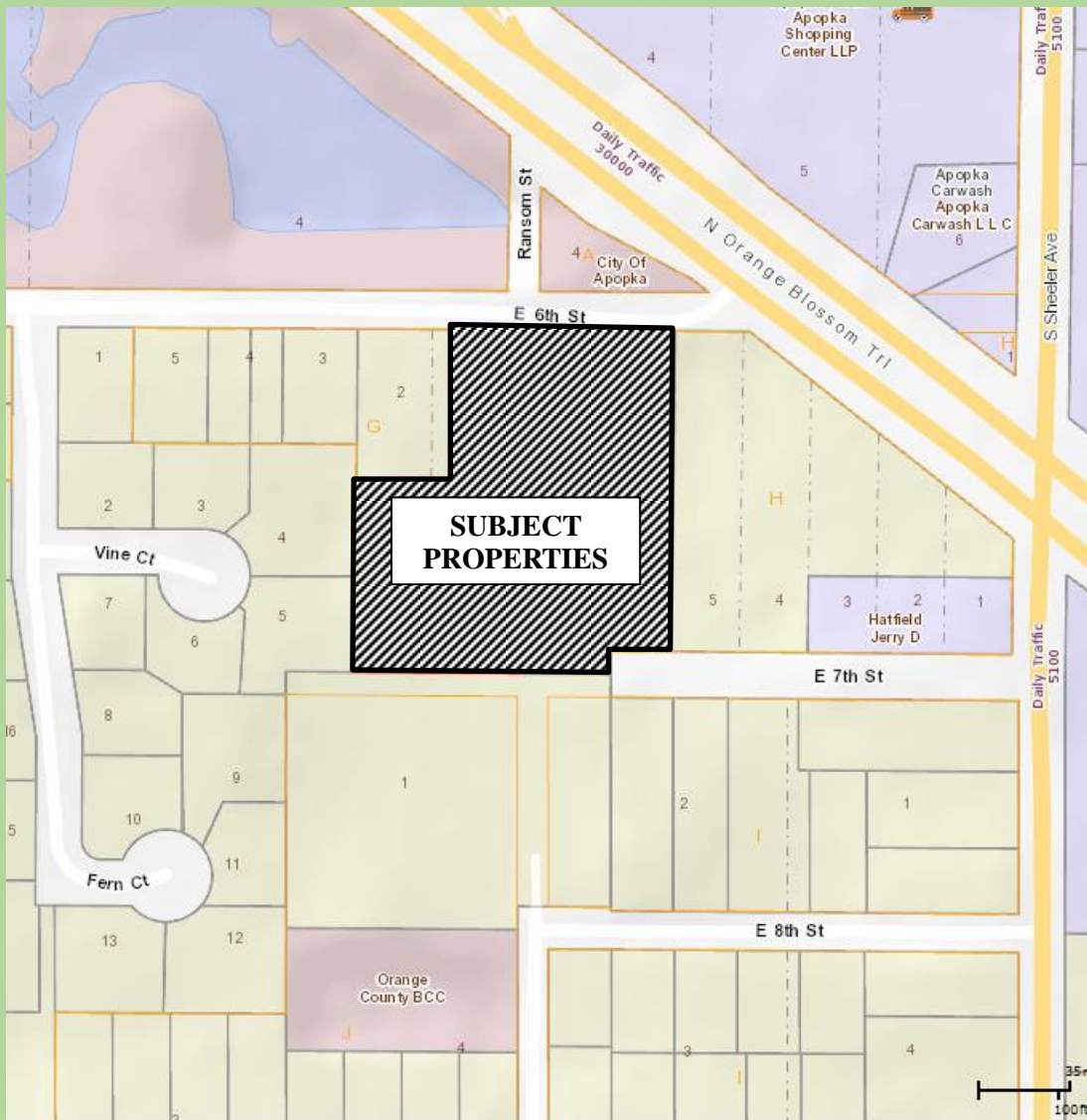
1. Facilities serving the site; LOS standard: City of Apopka Parks System; 3 AC/1000 capita
2. Projected facility under existing designation: 0.111 AC
3. Projected facility under proposed designation: 0.144 AC
4. Improvement/expansions already programmed or needed as a result of the proposed amendment:
None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

VSI Custom Homes, LLC
3.6 +/- Acres
Existing Maximum Allowable Development: 14 dwelling units
Proposed Maximum Allowable Development: 18 dwelling units
Proposed Small Scale Future Land Use Change
From: "County" Low Density Residential (0-4 du/ac)
To: "City" Residential Low (0-5 du/ac)
Proposed Zoning Change
From: "County" R-2 (ZIP)
To: "City" Planned Unit Development (PUD/R-2)
Parcel ID #: 10-21-28-8652-07-010 & 10-21-28-8652-08-060

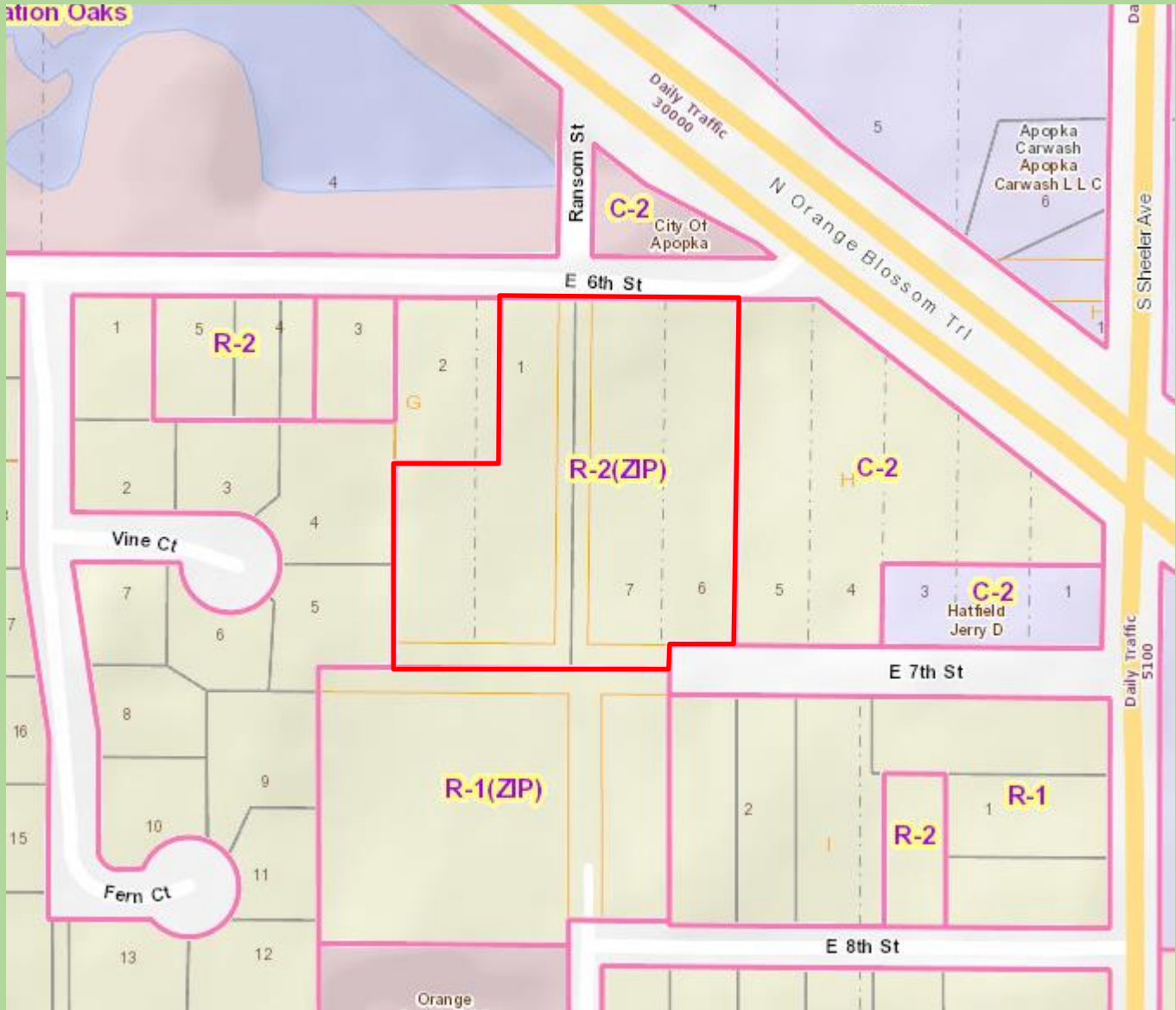


VICINITY MAP



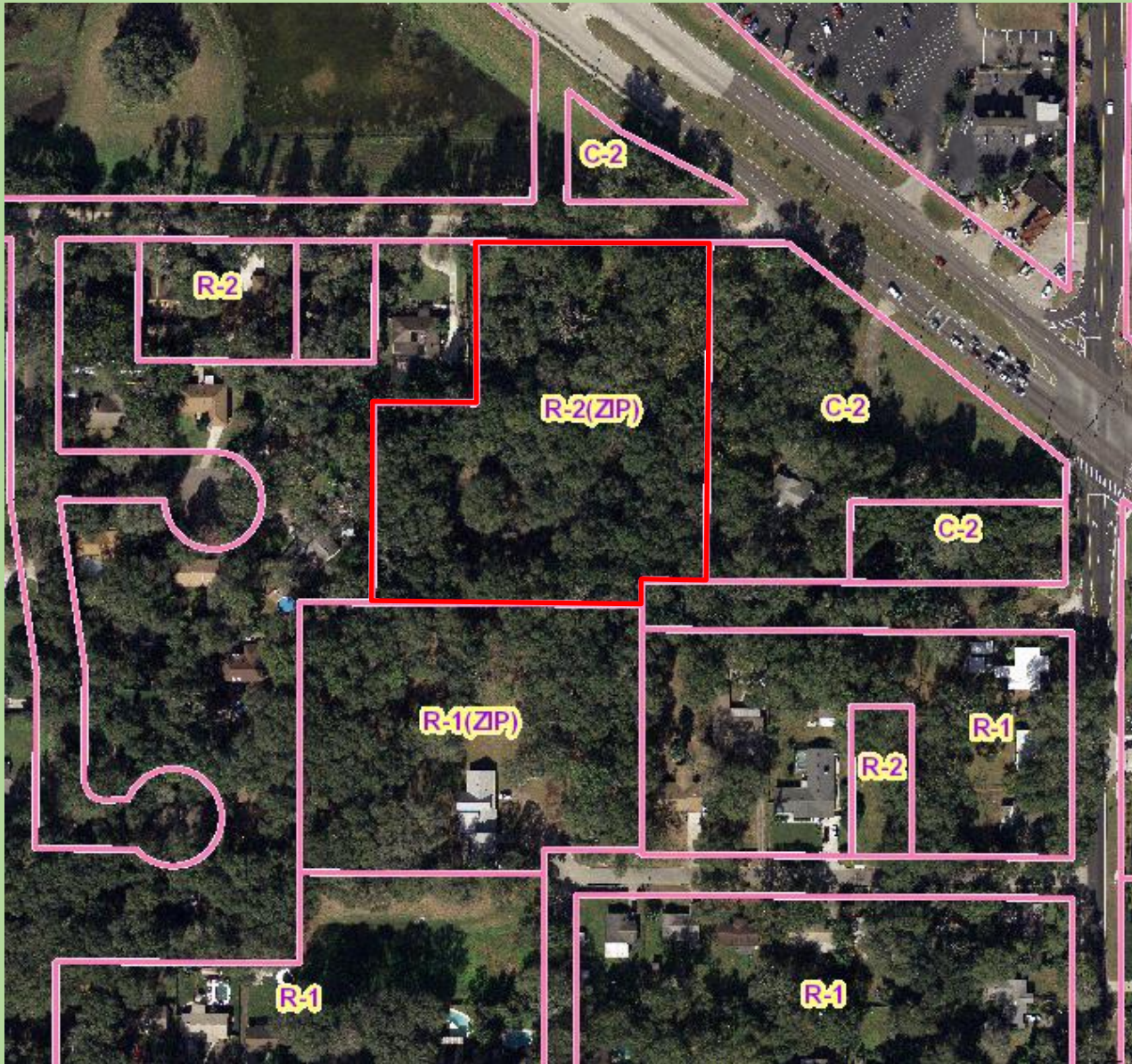


ADJACENT ZONING



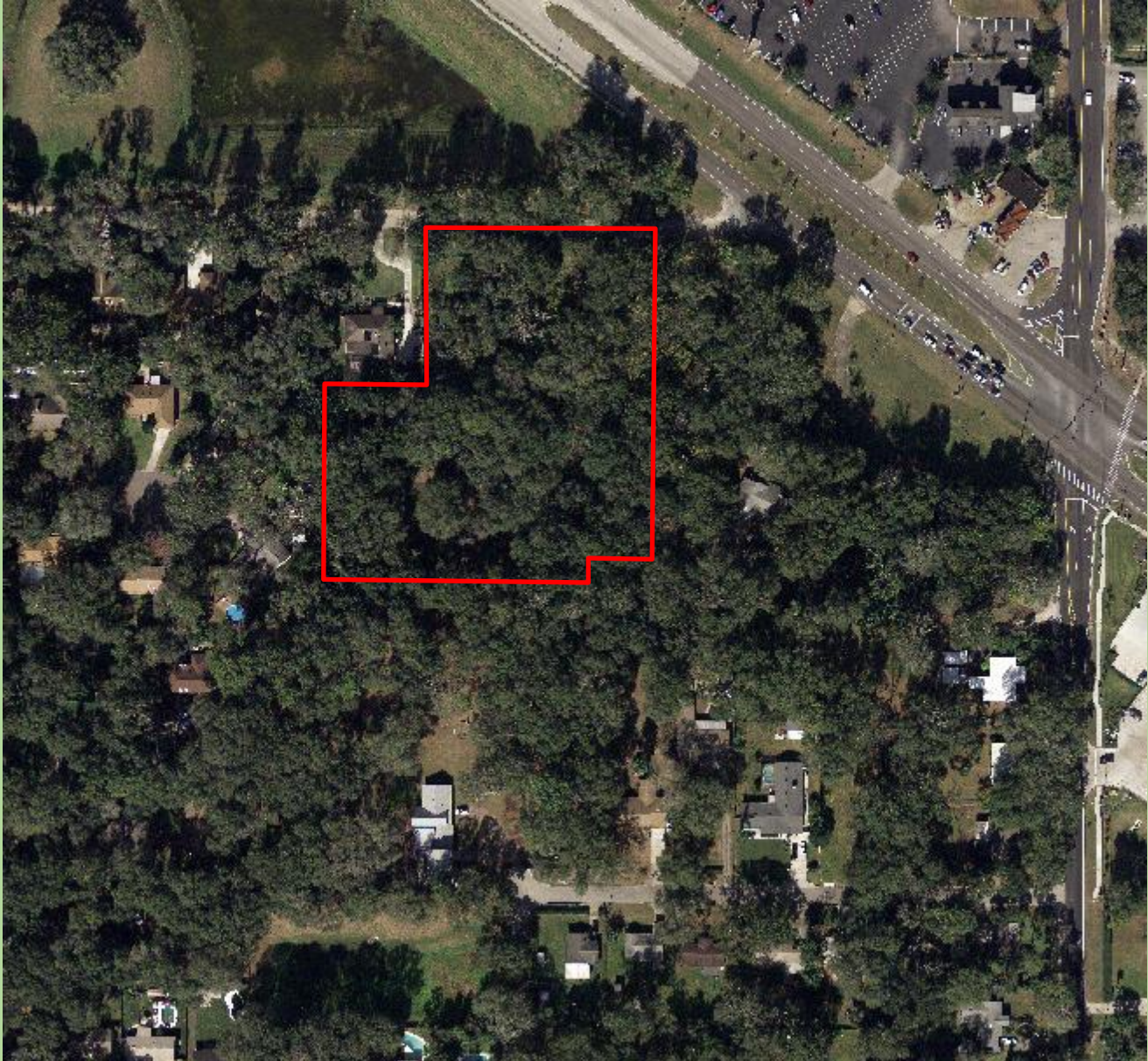


ADJACENT USES





EXISTING USES



ORDINANCE NO. 2443

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” LOW DENSITY RESIDENTIAL (0-4 DU/AC) TO “CITY” RESIDENTIAL LOW (0-5 DU/AC), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF E 6TH STREET, WEST OF ORANGE BLOSSOM TRAIL, COMPRISING 3.6 ACRES MORE OR LESS, AND OWNED BY VSI CUSTOM HOMES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 2402 on January 7, 2015; and

WHEREAS, the City of Apopka’s local planning agency (Planning Commission) has, in preparation of the amended version of the Apopka Comprehensive Plan, analyzed the proposed amendment pursuant to Chapter 163, Part II, F.S., found it to be consistent with the intent of the Apopka Comprehensive Plan, and held public hearings providing for full public participation.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section II. Future Land Use Element. Page 1-15 (Map 1-3) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 2402, is amended in its entirety to change the land use from “County” Low Density Residential (0-4 du/ac) to “City” Residential Low (0-5 du/ac), for certain real property generally located south of East 6th Street, west of Orange Blossom Trail, comprising 3.6 acres more or less, (Parcel Nos. 10-21-28-8652-07-010 & 10-21-28-8652-08-060; as further described in Exhibit “A” attached hereto.

Section III. Applicability and Effect. The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section IV. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section V. The Community Development Director is hereby authorized to amend the Future Land Use to comply with this ordinance.

ORDINANCE NO. 2443
PAGE 2

Section VI. Effective Date. This Ordinance shall become effective upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
_____ day of _____, 2015.

READ FIRST TIME: August 19, 2015

READ SECOND TIME
AND ADOPTED: September 2, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR HEARING: June 26, 2015
August 7, 2015

EXHIBIT "A"

ORDINANCE NO. 2443

VSI Custom Homes
3.6 +/- Acres

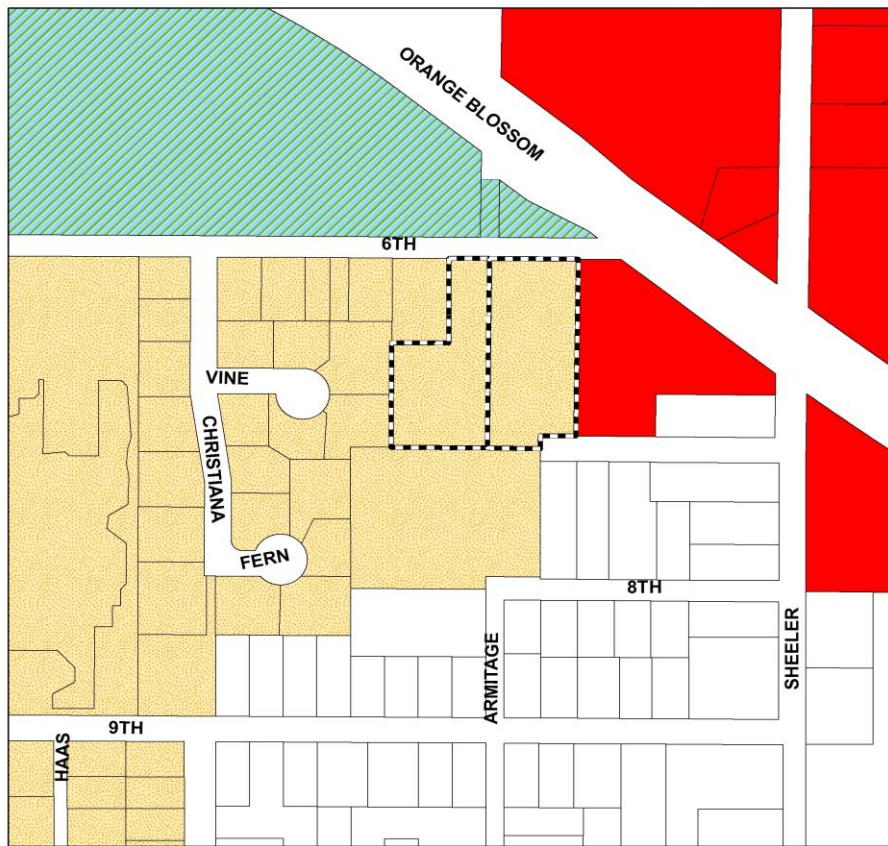
Existing Maximum Allowable Development: 14 dwelling unit
Proposed Maximum Allowable Development: 18 dwelling unit
Proposed Small Scale Future Land Use Change

From: "County" Low Density Residential (0-4 du/ac)
To: "City" Residential Low (0-5 du/ac)

Parcel ID #: 10-21-28-8652-07-010 & 10-21-28-8652-08-060



VICINITY MAP



City of Apopka
Future Land Use Map



Legend	
	Subject Properties
	Apopka_Parcel_060515
	City Boundary
	JPA Boundary
Future Land Use	
	Agriculture
	Agriculture Estates
	Agriculture Homestead
	Rural Settlement
	Res. Estates
	Res. Very Low Suburban
	Res. Low Suburban
	Res. Low
	Res. Medium Low
	Res. Medium
	Res. High
	Mixed Use
	Mixed Use*
	Office
	Commercial
	Commercial*
	Industrial
	Industrial*
	Institutional/Public Use
	Conservation
	Park/Recreation
	ANNEX

0 0.01 0.02 0.04 0.06 0.08 Miles

Source: City of Apopka and Orange County Property Appaisor
Note: This map was compiled from the Geographic Information Service and does not reflect an actual survey.
The City of Apopka does not assume responsibilities for errors or omissions contained hereon.



Backup material for agenda item:

2. ORDINANCE NO. 2444 – SECOND READING & ADOPTION
CHANGE OF ZONING – VSI Custom Homes, from “County”
R-2 (ZIP) to “City” PUD (Residential), for property located south
of East 6th Street, west of Orange Blossom Trail.
(Parcel ID #s: 10-21-28-8652-07-010 & 10-21-28-8652-08-060)

David Moon



**CITY OF APOPKA
CITY COUNCIL**

<input checked="" type="checkbox"/> PUBLIC HEARING	DATE: September 2, 2015
<input type="checkbox"/> ANNEXATION	FROM: Community Development
<input type="checkbox"/> PLAT APPROVAL	EXHIBITS: Zoning Report
<input checked="" type="checkbox"/> OTHER: Ordinance	Vicinity Map
	Adjacent Zoning Map
	Adjacent Uses Map
	Existing Uses Map
	Ordinance No. 2444

SUBJECT: ORDINANCE NO. 2444 - CHANGE OF ZONING - VSI CUSTOM HOMES

Request: SECOND READING & ADOPTION OF ORDINANCE NO. 2444 - CHANGE OF ZONING - VSI CUSTOM HOMES, FROM "COUNTY" R-2 (ZIP) (RESIDENTIAL) TO "CITY" PLANNED UNIT DEVELOPMENT (PUD\R-2) (RESIDENTIAL). (PARCEL ID #S: 10-21-28-8652-07-010 & 10-21-28-8652-08-060

SUMMARY

APPLICANT: Jim Hall - Vanasse Hangen Brustlin, Inc. (VHB)

OWNER: VSI Custom Homes

LOCATION: South of East 6th Street, west of Orange Blossom Trail

EXISTING USE: Vacant

FUTURE LAND USE: "County" Low Density Residential (0-4 du/ac)

PROPOSED LAND USE: "City" Residential Low (0-5 du/ac) (Note: this Change of Zoning amendment request is being processed along with a request to change the Future Land Use Map designation from "County" Low Density Residential to "City" Residential Low (0-5 du/ac).

ZONING: "County" R-2 (ZIP) (Residential)

PROPOSED ZONING: "City" PUD (PUD/R-2) (R-2 zoning as restricted by the PUD ordinance; min. lot area of 7,500 sq. ft. for single-family homes; no duplex housing)

PROPOSED DEVELOPMENT: Single-family residential development

TRACT SIZE: 3.6 +/- acres

MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING ZONING: 14 Residential Units
PROPOSED ZONING: 18 Residential Units

DISTRIBUTION

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

ADDITIONAL COMMENTS:

Presently, the subject properties have not yet been assigned a “City” Future Land Use Designation or a “City” zoning category. Applicant is requesting the City to assign a zoning category to the subject properties that is comparable to that which was already assigned by Orange County government – R-2 residential. The subject property is also located within the Downtown Development Overlay District. Standards of the Overlay District will apply unless superseded by the PUD zoning ordinance.

The subject properties were annexed into the City of Apopka on December 7, 2007, through the adoption of Ordinance No. 1898. The proposed zoning change is compatible with the character of the surrounding area and the subject parcels are vacant. The applicant has requested the R-2 zoning to assure that the property can be developed for single-family or duplex residential. The property comprises approximately 3.6 acres.

The subject properties are located within the Downtown Development Overlay district. Any future residential development would be subject to the development design standards for this overlay district (see Exhibit A for applicable conditions).

Staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed PUD\R-2 rezoning is consistent with the proposed Future Land Use Designation of Residential Low (up to five units per acre) for this property. Minimum lot size for property assigned the PUD\R-2 zoning category is 7,500 sq. ft. for single-family homes and 15,000 sq. ft. for duplex development.

SCHOOL CAPACITY REPORT: The proposed rezoning will result in a minimal increase in the number of residential units which could be developed at the subject property. Because increase is considered de minimus (i.e., net increase of 9 or fewer units), the School Planning Agreement designates the school impact as de minimus, exempting this application from School Capacity Enhancement review. A preliminary or final development plan will be subject to school concurrency review.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on June 12, 2015.

PUBLIC HEARING SCHEDULE:

July 14, 2015 - Planning Commission (5:01 pm)
August 5, 2015 - City Council (1:30 pm) – Continued to August 19, 2015
August 19, 2015 – City Council (7:00 pm) – 1st Reading
September 2, 2015 – City Council (1:30 pm) – 2nd Reading

DULY ADVERTISED:

June 26, 2015 – Public Notice and Notification
August 7, 2015 – Ordinance Heading Ad/¼ Page w/Map Ad

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the change in zoning from “County” R-2 (ZIP) to “City” R-2 for the parcel owned by VSI Custom Homes.

The **Planning Commission**, at its meeting on July 14, 2015, recommended denial (7-0) of change in zoning from “County” R-2 (ZIP) to “City” R-2 for the parcel owned by VSI Custom Homes; and recommended approval (7-0) of the change in zoning from “County” R-2 (ZIP) to “City” Planned Unit Development (PUD/R-2) with the conditions that duplexes are not permitted to be built and the density be no more than four (4) units per acre, for the parcels owned by VSI Custom Homes.

The **City Council**, at its meeting on August 5, 2015, continued the First Reading of Ordinance No. 2444.

The **City Council**, at its meeting on August 19, 2015, accepted the First Reading of Ordinance No. 2444 and held it over for Second Reading and Adoption on September 2, 2015.

Adopt Ordinance NO. 2444.

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

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

North (City)	Institutional/Public Use	PO/I & C-2	R-O-W & stormwater/retention pond
East (City)	Commercial	C-2	Single-family home
South (City)	Residential Low (0-5 du/ac)	R-1 (ZIP)	Single-family home
West (City)	Residential Low (0-5 du/ac)	R-1AA	Single-family home
North (City)	Institutional/Public Use	PO/I & C-2	R-O-W & stormwater/retention pond

**LAND USE & TRAFFIC
 COMPATIBILITY:**

The subject property fronts and is accessed by a local roadway (E 6th Street).

The zoning application covers approximately 3.6 acres. The property owner intends to use the property for residential development.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed R-2 zoning is consistent with the City’s Residential Low (0-5 du/ac) Future Land Use designation and with the character of the surrounding area and future proposed development. Per Section 2.02.01, Table II-1, of the Land Development Code, R-2 zoning is one of the acceptable zoning districts allowed within the Residential Low Density Future Land Use designation. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**R-2 DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: 1,350 sq. ft. (Single-family or Duplex)
- Minimum Site Area: 7,500 sq. ft. (Single-family)
15,000 sq. ft. (Duplex)
- Minimum Lot Width 70 ft. (Single-family)
140 ft. (Duplex)
- Setbacks: Front: 25 ft.
Rear: 20 ft.
Side: 7.5 ft. (Single-family)
10 ft. (Duplex)
Corner 25 ft.

Based on the above zoning standards, the existing 3.6 acre parcels comply with code requirements for the R-2 district.

**BUFFERYARD
 REQUIREMENTS:**

Developments shall provide a six-foot high brick, stone or decorative block finished wall adjacent to all external roadways, erected inside a minimum ten-foot landscaped bufferyard. Landscape materials shall be placed adjacent to the right-of-way on the exterior of the buffer wall. The city may allow the developer the option to provide up to 50 percent of the buffer wall length in a six-foot wrought iron fence between solid columns. The columns shall be a minimum of 32 feet off-set and shall have a stone, brick, or decorative block finish.

ALLOWABLE USES:

One and two-family dwelling structures, including customary accessory structures and Uses in accordance with article VII of Land Development Code. One-family garage apartment providing the principal building is a one-family dwelling unit.

VSI Custom Homes, LLC
3.6 +/- Acres

Existing Maximum Allowable Development: 14 dwelling units

Proposed Maximum Allowable Development: 18 dwelling units

Proposed Small Scale Future Land Use Change

From: "County" Low Density Residential (0-4 du/ac)

To: "City" Residential Low (0-5 du/ac)

Proposed Zoning Change

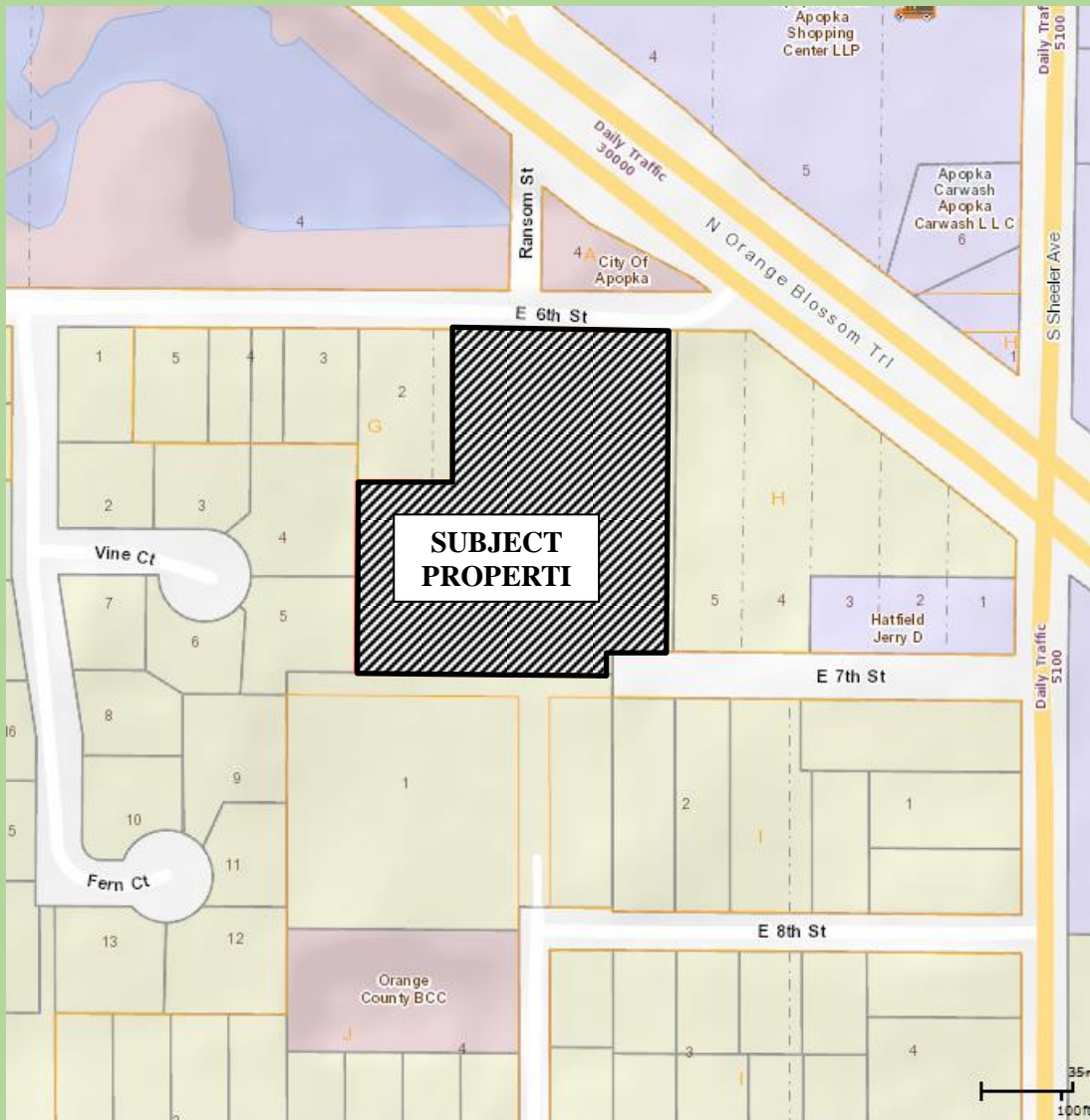
From: "County" R-2 (ZIP)

To: "City" PUDR-2

Parcel ID #: 10-21-28-8652-07-010 & 10-21-28-8652-08-060

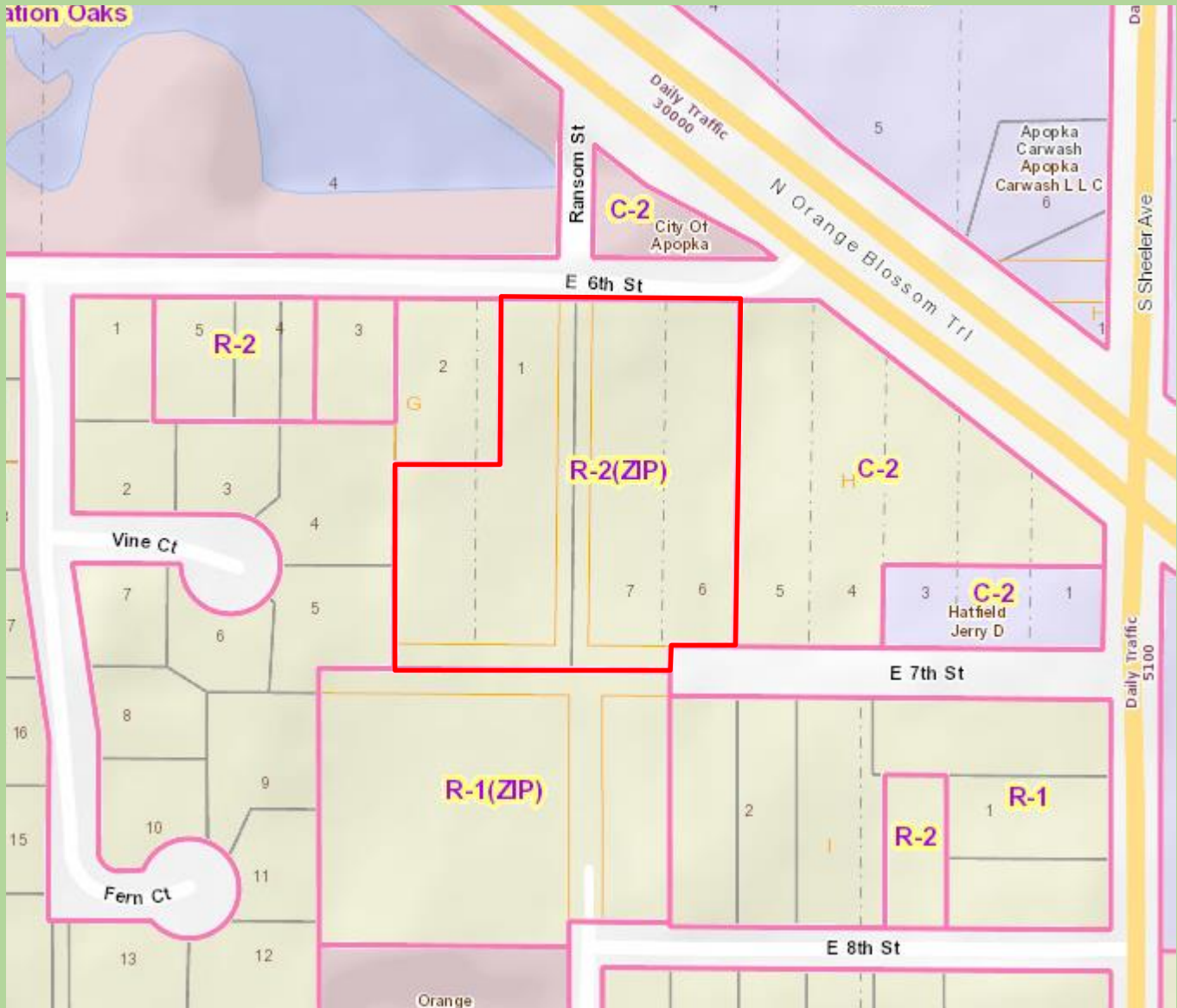


VICINITY MAP



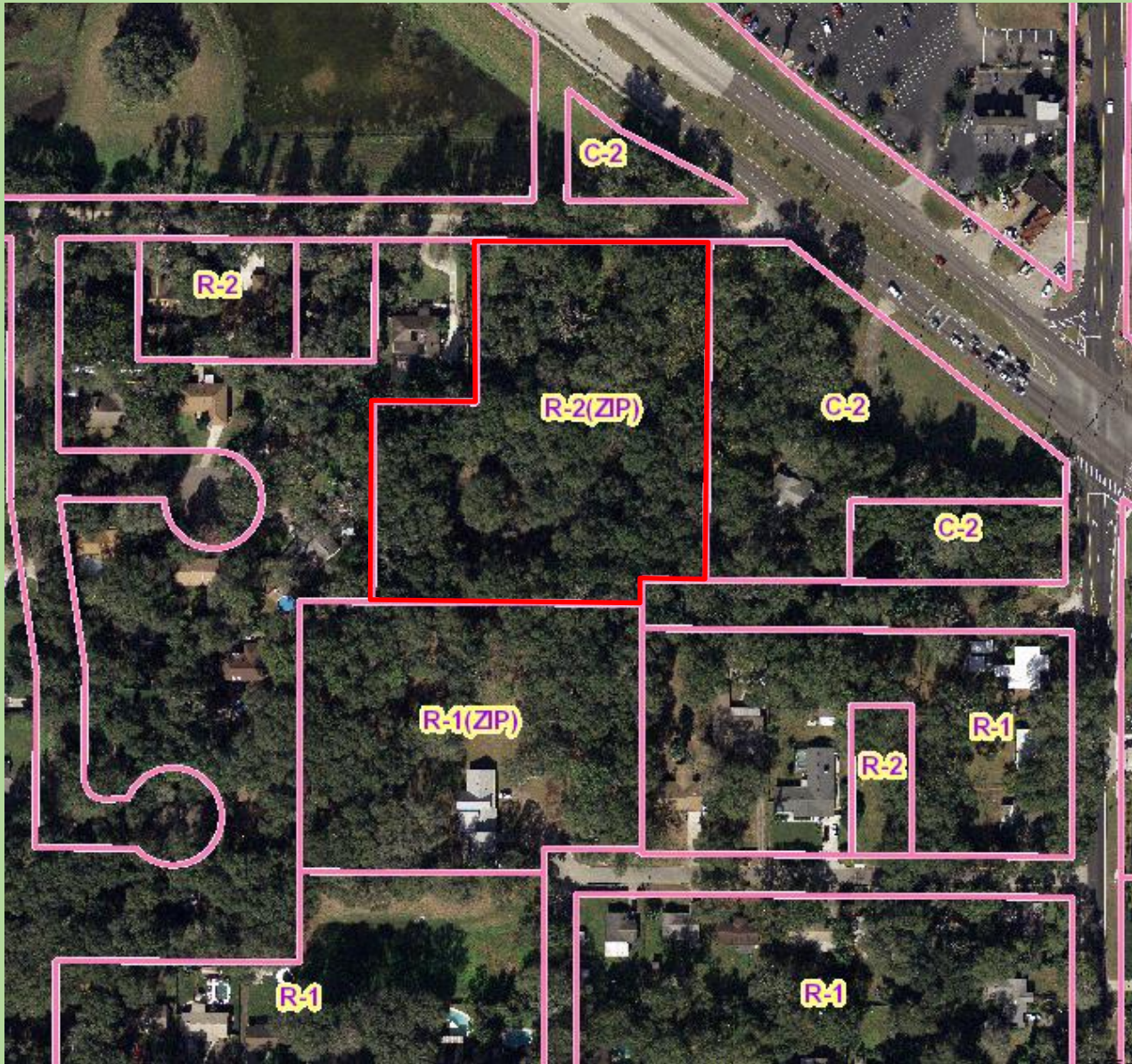


ADJACENT ZONING



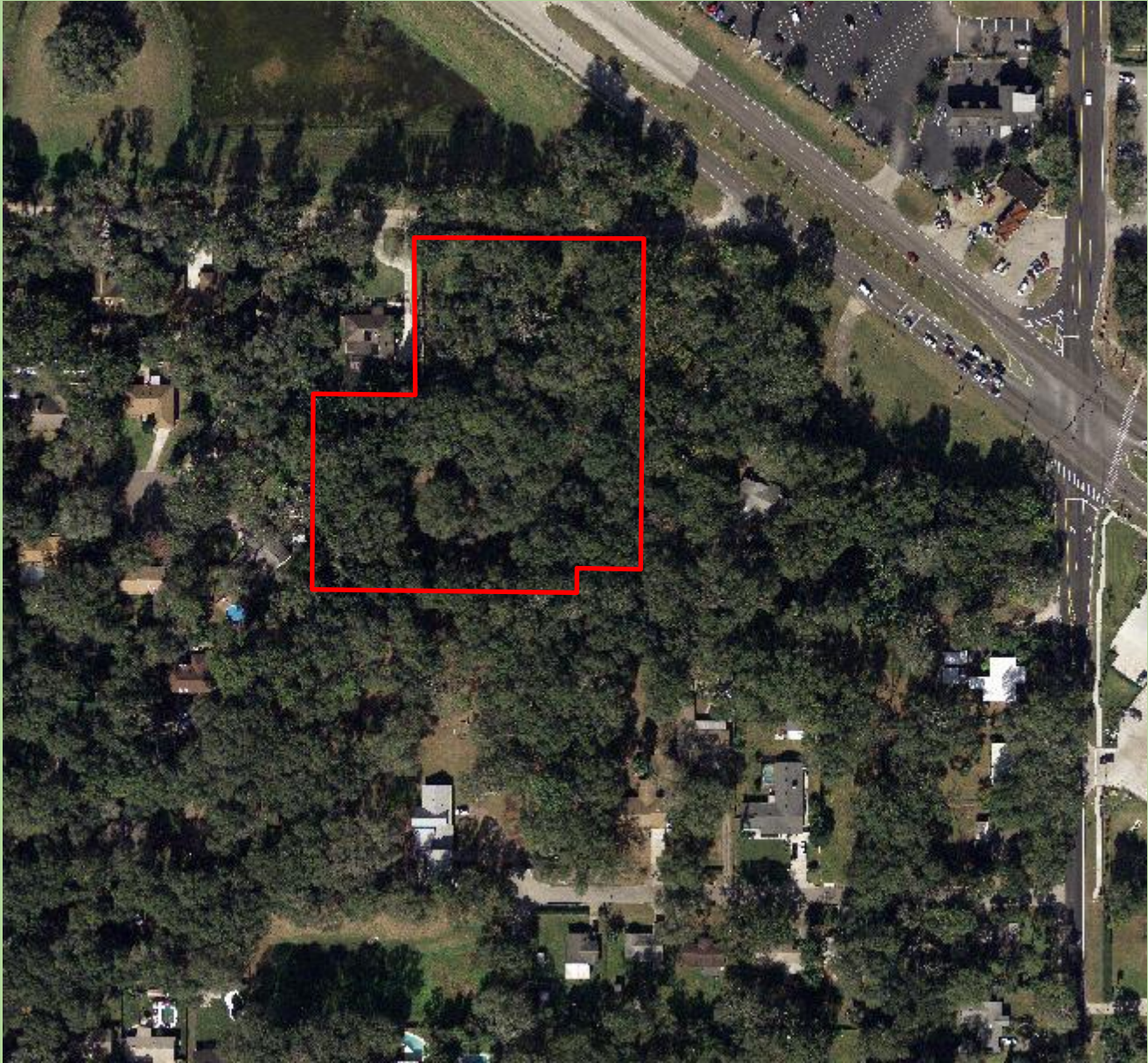


ADJACENT USES





EXISTING USES



‘Exhibit A’ – Downtown Development Overlay Zoning District Residential Design (Sec. 3.03.00 Part H)

H. Residential design.

1. All new residential homes within the downtown development overly zoning district shall meet the following style criteria:
 - Tudor
 - Victorian
 - Cape Code
 - Colonial
 - “Florida Vernacular”
 - Plantation
 - Other architecture design styles which are in keeping with the history of Apopka, as approved by the city’s redevelopment advisory board.
2. Primary residential entries shall face the street and shall not be recessed more than six feet from the face of the primary façade.
3. All residential façade must have a minimum of two different building materials to provide sufficient architectural diversity.
4. The addition of at least one of the following should be incorporated in the design and layout of the home: porch, veranda, patio, terrace, balcony or sitting area not obstructing doorway entrances.
5. Porches may extend six feet into the front yard setback if it is at least six feet deep and comprises a minimum of 30 percent of the façade.
6. Roofing material shall be wood shingles, slate, tile, sheet metal or asphalt shingles that resemble traditional materials.

I. *Residential lot sizes.* Within the downtown development overlay zoning district a number of the lots were platted as part of the historic Town of Apopka subdivision with minimum lot sizes at 50 feet in width and lot area at 7,500 square feet. These types of lot sizes tend to be located within the established R-1 zoning district. In keeping with the traditional lot sizes within the R-1 zoning district, the minimum single-family lot standards are as follows:

1. R-1 Lot width: Minimum 50 feet
2. R-1 Lot size: Minimum 7,500 square feet
3. R-1 Setbacks: Front 25 feet, sides 7.5 feet, rear 20 feet, and corners 15 feet
4. R-1 Minimum living area: 1,350 square feet

ORDINANCE NO. 2444

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” R-2 (ZIP) (RESIDENTIAL) TO “CITY” PLANNED UNIT DEVELOPMENT (PUD/R-2/DOWNTOWN DEVELOPMENT OVERLAY DISTRICT) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF EAST 6TH STREET, WEST OF ORANGE BLOSSOM TRAIL, COMPRISING 3.6 ACRES MORE OR LESS, AND OWNED BY VSI CUSTOM HOMES; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Planned Unit Development zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code. Whereas, the described property is located within the Downtown Development Overlay District, the Overlay District development and zoning standards and R-2 zoning standards shall apply unless otherwise addressed in this ordinance.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD/R-2/Downtown Development Overlay District), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

A. The uses permitted within the PUD district shall be: single family homes and associated accessory uses or structures consistent with land use and development standards established for the R-2 Category and Downtown Development Overlay District except where otherwise addressed in this ordinance unless as otherwise specified within this ordinance.

B. Unless the City Council finds, based on substantial competent evidence, a proposed alternative development guideline is adequate to protect the public health safety and welfare, development within the PUD district shall conform to requirements of the R-2 zoning category and Downtown Development Overlay District unless as otherwise provided herein this ordinance.

C. Duplexes are not a permitted use and shall not be built within the parcels described in Section II.

- D. Residential density shall not exceed four (4) units per acre for the parcels described in Section II.
- E. The Master Plan requirements set forth in Section 2.02.18, Land Development Code are delayed until the Preliminary Development Plan application. If a Preliminary Development Plan associated with the PUD district has not been approved by the City within five years after approval of these Master Plan provisions, the approval of the Master Plan provisions will expire. At such time, the City Council may:
1. Permit a single six-month extension for submittal of the required Final Development Plan;
 2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Plan provisions and any conditions of approval; or
 3. Rezone the property to a more appropriate zoning classification

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development as defined in the Apopka Land Development Code.

Legal Description:

Lots 1 and 2, Block G, L.F. TILDEN'S ADDITION TO APOPKA CITY, according to the plat thereof as recorded in Plat Book A, Page 140, of the Public Records of ORANGE County, Florida, AND the West 1/2 of the vacated street lying on the East of Lot 1, LESS the West 128 feet of the North 200 feet thereof; AND, Lots 6 and 7, Block H, L.F. TILDEN'S ADDITION TO APOPKA CITY, according to the plat thereof as recorded in Plat Book A, Page 140, of the Public Records of ORANGE County, Florida, AND the East 1/2 of the vacated street lying on the West of Lot 7
Parcel ID #: 10-21-28-8652-07-010 & 10-21-28-8652-08-060
Contains: 3.6 +/- Acres

Section III. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation. The zoning change creates de minimus impacts on school capacity and is not a requirement of this change of zoning. The Community Development Director shall not accept an application for a final development plan until such time the property owner addresses school concurrency review with Orange County Public Schools.

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

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME:

August 19, 2015

READ SECOND TIME

AND ADOPTED:

September 2, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: June 26, 2015
 August 7, 2015

Backup material for agenda item:

3. ORDINANCE NO. 2447 – SECOND READING & ADOPTION
CHANGE OF ZONING - Property Industrial Enterprises, LLC,
From I-1 (Restricted Industrial) to Planned Unit Development
(PUD/I-1).
(Parcel ID #s: 09-21-28-0000-00-011 & 08-21-28-0000-00-029)

David Moon



CITY OF APOPKA CITY COUNCIL

PUBLIC HEARING
 ANNEXATION
 PLAT APPROVAL
 OTHER:

DATE: September 2, 2015
FROM: Community Development
EXHIBITS: Zoning Report
Vicinity Map
Adjacent Zoning Map
Adjacent Uses Map
Ordinance No. 2447

SUBJECT: **ORDINANCE NO. 2447 - CHANGE OF ZONING – PROPERTY INDUSTRIAL ENTERPRISES, LLC – FROM I-1 (RESTRICTED INDUSTRIAL) TO PLANNED UNIT DEVELOPMENT (PUD/I-1)**

Request: **SECOND READING & ADOPTION OF ORDINANCE NO. 2447 – CHANGE OF ZONING - PROPERTY INDUSTRIAL ENTERPRISES, LLC – FROM I-1 (RESTRICTED INDUSTRIAL) TO PLANNED UNIT DEVELOPMENT (PUD/I-1). (PARCEL ID NOS: 09-21-28-0000-00-011 & 08-21-28-0000-00-029)**

SUMMARY

OWNER/APPLICANT: Property Industrial Enterprises, LLC
LOCATION: North of Marshall Lake Road, west of South Bradshaw Road
EXISTING USE: Vacant
FUTURE LAND USE: Industrial (max 0.60 FAR)
ZONING: I-1 (Restricted Industrial)
PROPOSED ZONING: PUD/I-1. The purpose of the rezoning is to allow a maximum building height of fifty (50) feet.
PROPOSED DEVELOPMENT: Office and light industrial development
TRACT SIZE: 35.59 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING ZONING: 930,180 sq. ft.
PROPOSED ZONING: 930,180 sq. ft.

DISTRIBUTION

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

ADDITIONAL COMMENTS: Applicant desires to have industrial and office buildings that may accommodate a maximum height of fifty (50) feet.

The subject property was annexed into the City of Apopka on July 18, 1990. The proposed zoning change is compatible with the character of the surrounding area and the subject parcels are vacant. The applicant has requested the PUD/I-1 zoning to assure that the 35.59-acre parcels are consistent with the Industrial future land use designation, yet allow for flexibility on the maximum height of proposed development. The property owner intends to use the property for a professional office and light industrial development.

Staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

PUD RECOMMENDATIONS: That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be those permitted within the I-1 zoning district.
- B. All development standards set forth in the Land Development Code and Development Design Guidelines shall apply to development within the PUD unless as otherwise allowed and defined as follows:
 - 1. Building Height. Maximum building height is fifty (50) feet above ground elevation.
 - 2. Building Separation. A building shall be no closer than twenty (20) feet to another building whether located on the same lot or parcel or an abutting lot or parcel. However, the City may require a greater building separation distance if determined that a public health or safety risk may potentially occur from the construction of an industrial building or use next to a commercial, office or institutional building or use, or vice versa.
 - 3. Signage shall comply with the City’s sign codes unless otherwise approved through a master sign plan.
- C. The I-1 zoning standards shall apply to the development of the subject property unless otherwise established herein this ordinance.

COMPREHENSIVE PLAN COMPLIANCE: The proposed PUD/I-1 rezoning is consistent with the proposed Future Land Use Designation of Industrial (with a maximum FAR of 0.60) for this property.

SCHOOL CAPACITY REPORT: A capacity enhancement agreement with OCPS is not necessary because the proposed change of zoning is to a non-residential zoning district.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on July 10, 2015.

PUBLIC HEARING SCHEDULE:

- August 11, 2015 - Planning Commission (5:01 pm)
- August 18, 2015 - City Council (7:00 pm) - 1st Reading
- September 1, 2015 – City Council (1:30 pm) - 2nd Reading

DULY ADVERTISED:

June 26, 2015 – Public Notice and Notification

August 21, 2015 – Ordinance Heading Ad/¼ Page Ad w/Map

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the change in Zoning from I-1 to PUD/I-1 for the parcel owned by Property Industrial Enterprises LLC.

The **Planning Commission**, at its meeting on August 11, 2015, recommended approval (4-0) of the change in Zoning from I-1 to PUD/I-1 for the parcel owned by Property Industrial Enterprises LLC.

The **City Council**, at its meeting on August 19, 2015, accepted the First Reading of Ordinance No. 2447, and held it over for Second Reading and Adoption on September 2, 2015.

Adopt Ordinance No. 2447.

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

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Commercial	C-1 & C-3	Vacant Commercial & Warehousing
East (City)	Commercial	C-3	Vacant Commercial
South (City)	Industrial (max. 0.60 FAR)	I-1	Vacant Industrial
West (City)	Industrial (max. 0.60 FAR)	I-1	R-O-W

**LAND USE & TRAFFIC
 COMPATIBILITY:**

The subject property fronts and is accessed by a local roadway (Marshall Lake Road).

The zoning application covers approximately 35.59 acres. The property owner intends to use the property for a professional office and light industrial development.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed I-1 zoning is consistent with the City’s Industrial (0.60 max FAR) Future Land Use designation and with the character of the surrounding area and future proposed development. Per Section 2.02.01, Table II-1, of the Land Development Code, I-1 zoning is one of the acceptable zoning districts allowed within the Industrial Future Land Use designation. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**I-1 DISTRICT
 REQUIREMENTS:**

Minimum Living Area:	NA
Minimum Site Area:	15,000 sq. ft.
Minimum Lot Width	100 ft.
Setbacks:	Front: 25 ft.
	Rear: 10 ft.
	Side: 10 ft.
	Corner 25 ft.

Based on the above zoning standards, the existing 35.59 acre parcels comply with code requirements for the I-1 zoning district.

**BUFFERYARD
 REQUIREMENTS:**

1. Areas adjacent to all road rights-of-way shall provide a minimum 25-foot landscaped bufferyard.
2. Areas adjacent to agricultural uses or districts shall provide a minimum of ten feet abutting the property line with landscaping and a six-foot-high masonry wall.
3. Areas adjacent to residential uses or districts shall provide a six-foot-high masonry wall within a minimum of 500-foot landscaped bufferyard.

4. Industrial uses adjacent to nonresidential, nonindustrial uses or districts shall provide one of the following:
 - a. A minimum of 25 feet abutting the property with landscaping and an earth berm, measuring three feet with a 3:1 slope; or
 - b. A minimum six-foot-high masonry wall within a minimum of ten-foot landscaped bufferyard.

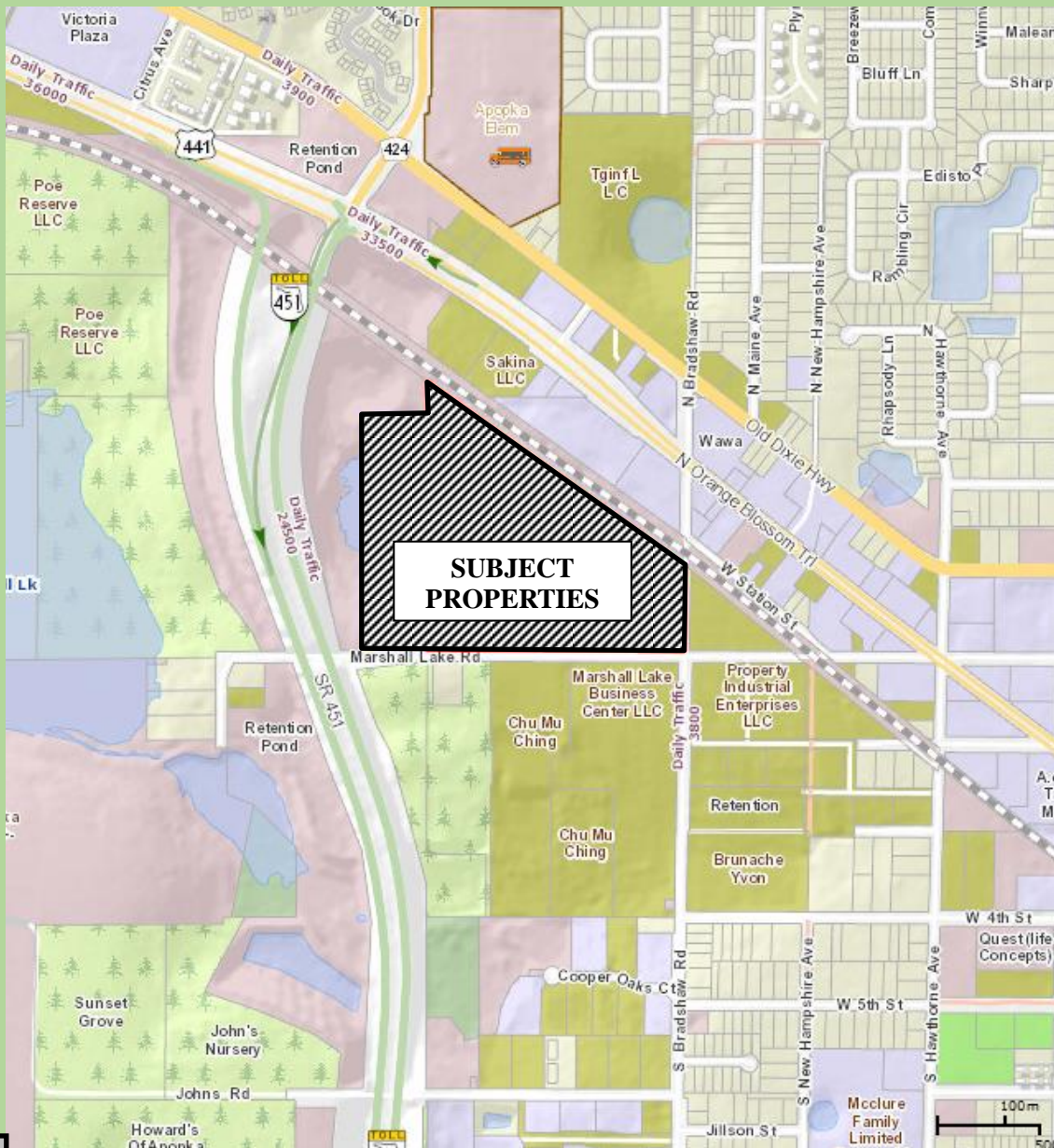
ALLOWABLE USES:

Wholesale distribution, storage, and light manufacturing uses and other similar and compatible uses.



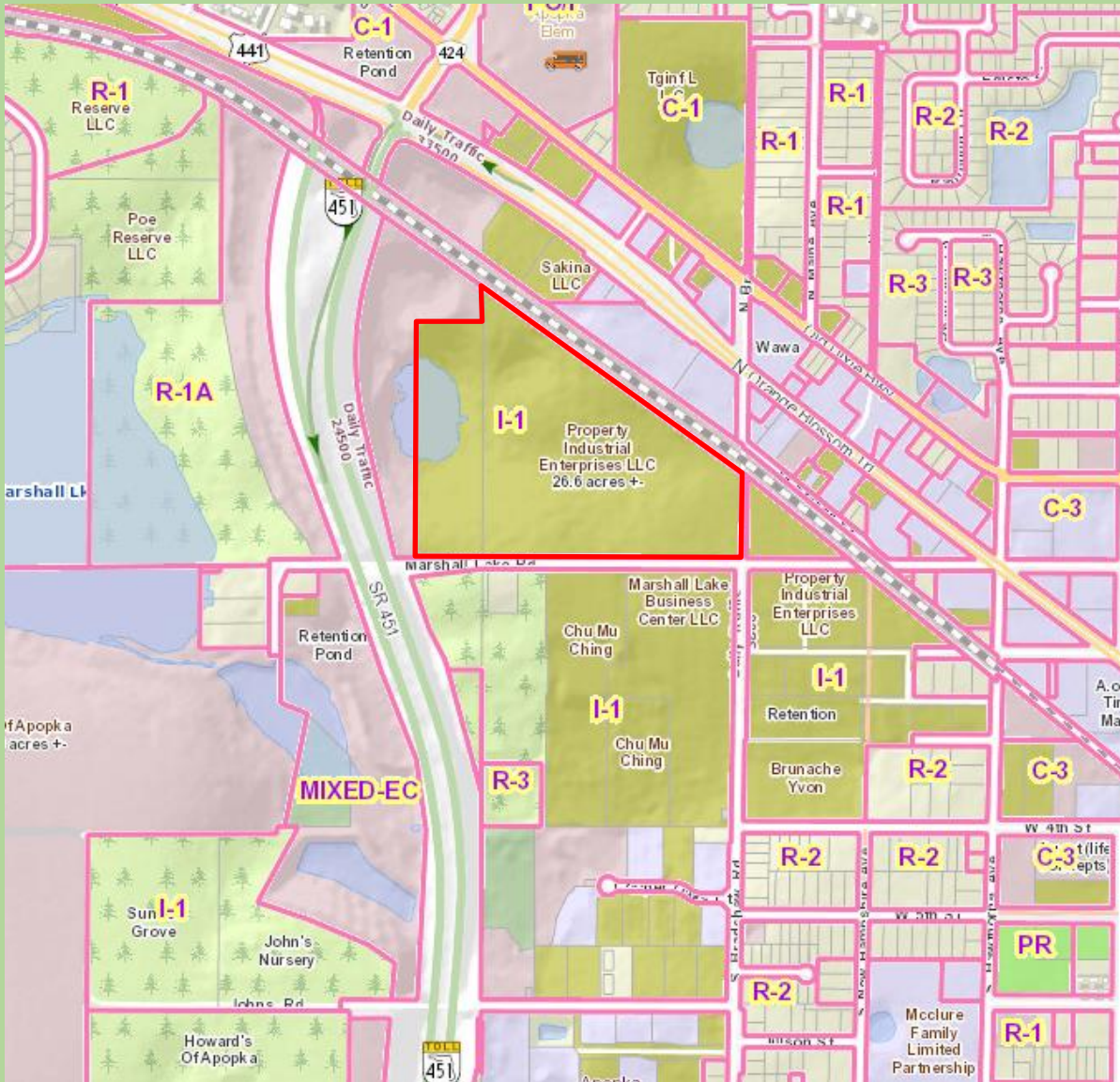
Property Industrial Enterprises, LLC
35.59 +/- Acres
Existing Maximum Allowable Development: 930,180 sq. ft.
Proposed Maximum Allowable Development: 930,180 sq. ft.
Proposed Zoning Change
From: I-1
To: PUD/I-1
Parcel ID #s: 09-21-28-0000-00-011 & 08-21-28-0000-00-029

VICINITY MAP



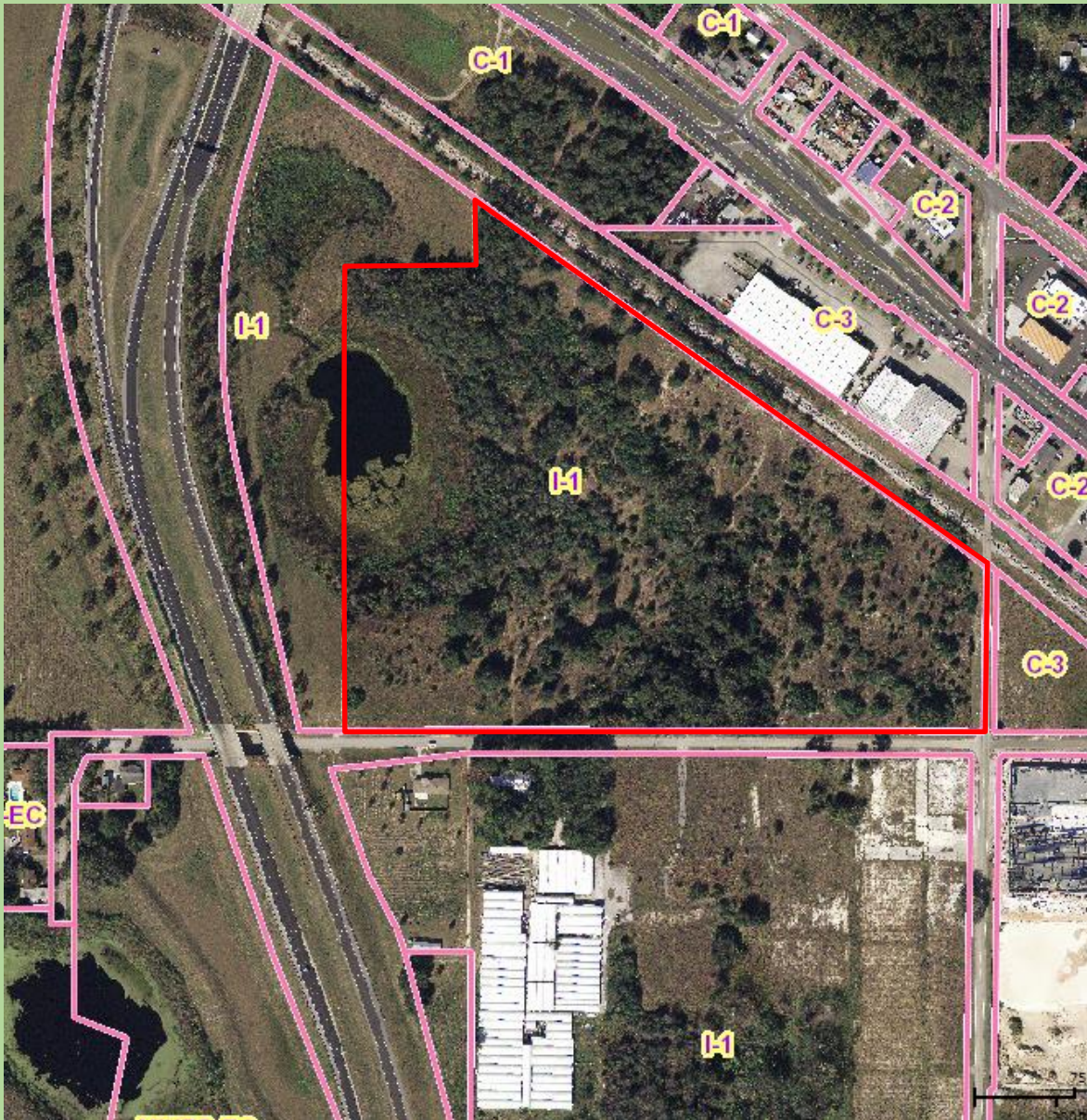


ADJACENT ZONING





ADJACENT USES



ORDINANCE NO. 2447

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM I-1 TO PLANNED UNIT DEVELOPMENT (PUD/I-1) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF MARSHALL LAKE ROAD, WEST OF SOUTH BRADSHAW ROAD, AND SOUTH OF CSX RAILROAD LINE, COMPRISING 35.59 ACRES MORE OR LESS, AND OWNED BY PROPERTY INDUSTRIAL ENTERPRISES, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Planned Unit Development (PUD/I-1) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be those allowed within the I-1 zoning category.
- B. All development standards set forth in the Land Development Code and Development Design Guidelines shall apply to development within the PUD unless as otherwise allowed and defined as follows:
 - 1. Building Height. Maximum building height is fifty (50) feet above ground elevation.
 - 2. Building Separation. A building shall be no closer than twenty (20) feet to another building whether located on the same lot or parcel or an abutting lot or parcel. However, the City may require a greater building separation distance if determined that a public health or safety risk may potentially occur from the construction of an industrial building or use next to a commercial, office or institutional building or use, or vice versa.
 - 3. Signage shall comply with the City's sign codes unless otherwise approved through a master sign plan.
- C. The I-1 zoning standards shall apply to the development of the subject property unless otherwise established herein this ordinance.

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD/I-1) as defined in the Apopka Land Development Code.

Legal Description:

E ¼ OF SE ¼ OF NW ¼ IN SEC 08-21-28 EXCEPT ¾ OF AN ACRE IN THE NW COR OF SAID TRACT BEING DESC AS: BEG AT INTERSECTION OF NORTH RIGHT OF WAY LINE OF MARSHALL LAKE ROAD & WEST LINE OF 09-21-28 TH RUN S89-08-59W 330.02 FT TH N00-04-03W 1183.09 FT TH N89-46-41E 329.99 FT TH S00-04-03E 1179.47 FT TO POB; AND, SW ¼ OF NW ¼ S OF SAL RR IN SEC 09-21-28

Parcel I.D. Nos.: 09-21-28-0000-00-011 & 08-21-28-0000-00-029

Total Acreage: 35.59 +/- Acres

Section III. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME: August 19, 2015

READ SECOND TIME
AND ADOPTED: September 2, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

DULY ADVERTISED: June 26, 2015
August 7, 2015

Backup material for agenda item:

4. ORDINANCE NO. 2448 – SECOND READING & ADOPTION
CHANGE OF ZONING – D. Arthur Yergey Trust, from “County”
A-1 (ZIP) (Agriculture) to “City” I-1 (Industrial), for property
located at 203 and 215 West Keene Road.
(Parcel ID #s: 21-21-28-0000-00-025; 21-21-28-0000-00-024)

David Moon



**CITY OF APOPKA
CITY COUNCIL**

PUBLIC HEARING
 ANNEXATION
 PLAT APPROVAL
 OTHER: Ordinance

DATE: September 2, 2015
FROM: Community Development
EXHIBITS: Zoning Report
Vicinity Map
Adjacent Zoning Map
Adjacent Uses Map
Ordinance No. 2448

SUBJECT: ORDINANCE NO. 2448 - CHANGE OF ZONING – D. AUTHUR YERGY TRUST PARCELS FROM “COUNTY” A-1 (ZIP) (AGRICULTURE) TO “CITY” I-1 (INDUSTRIAL)

Request: SECOND READING & ASOPTION OF ORDINANCE NO. 2448 – CHANGE OF ZONING– D. AUTHUR YERGY TRUST FROM “COUNTY” A-1 (ZIP) (AGRICULTURE) TO “CITY” I-1 (INDUSTRIAL); PARCEL ID NUMBERS: 21-21-28-0000-00-024 & 21-21-28-0000-00-025

SUMMARY

OWNER/APPLICANT: D. Arthur Yergey Trust
LOCATION: North of West Keene Road, south of State Road 414
EXISTING USE: Small runway for model airplanes & ancillary structures
FUTURE LAND USE: Industrial (max 0.60 FAR)
ZONING: “County” A-1 (ZIP) (Agriculture)
PROPOSED ZONING: I-1 (min. lot size of 15,000 sq. ft.)
PROPOSED DEVELOPMENT: To be determined; consistent with the I-1 zoning district
TRACT SIZE: 50.77 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING ZONING: max. of 5 residential units
PROPOSED ZONING: max. of 1,326,924 sq. ft.

DISTRIBUTION

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

ADDITIONAL COMMENTS: The subject property was annexed into the City of Apopka on November 7, 2008 through the adoption of Ordinance No. 2049. Since annexation into the City, a “City” zoning category has not been assigned to the subject parcels. The property owner is requesting the City to assign a zoning category compatible with the Industrial Future Land Use Designation assigned to the property. Planning staff has determined that an I-1 zoning category is the most suitable for the subject parcel.

The proposed zoning change is compatible with the character of the surrounding area and the subject parcels are vacant. The applicant has requested the I-1 zoning to assure that the 50.77-acre parcel is consistent with the Industrial Future Land Use Designation. The property owner is asking for the change of zoning to market the property for future uses permissible within the I-1 zoning district.

Pursuant to Florida Statute, an interlocal agreement with between the City and Orange County government, and policy set forth in the City’s Comprehensive Plan, a City zoning category must be assigned to property after it annexes into a municipality. The subject property is assigned an Industrial Future Land Use Designation, and I-1 is the least intensive zoning category compatible with the assigned Future Land Use Designation.

Staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this zoning change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed I-1 rezoning is consistent with the proposed Future Land Use Designation of Industrial (with a maximum FAR of 0.60) for this property. Minimum lot size for property assigned the I-1 zoning category is 15,000 sq. ft.

SCHOOL CAPACITY REPORT: A capacity enhancement agreement with OCPS is not necessary because the proposed change of zoning to a non-residential zoning district. Such rezoning will not result in an increase in the number of residential units.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on July 10, 2015.

PUBLIC HEARING SCHEDULE:

- August 11, 2015 - Planning Commission (5:01 pm)
- August 19, 2015- City Council (7:00 pm) - 1st Reading
- September 2, 2015 – City Council (1:30 pm) - 2nd Reading

DULY ADVERTISED:

- June 26, 2015 – Public Notice and Notification
- August 7, 2015 – Ordinance Heading Ad/¼ Page w/Map Ad

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the change in Zoning from “County” A-1 (ZIP) to “City” I-1 for the parcel owned by the D. Arthur Yergey Trust.

The **Planning Commission**, at its meeting on August 11, 2014, recommended approval (4-0) of the change in Zoning from “County” A-1 (Zip) (Agriculture) to “City” I-1 (Industrial) for the parcel owned by D. Arthur Yergey Trust.

The **City Council**, at its meeting on August 19, 2015, approved Ordinance No. 2448 at First Reading and carried it over for a Second Reading on September 2, 2015.

Adopt Ordinance No. 2448.

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

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City) (County)	Agriculture (0-1 du/5 acres) Rural (0-1 du/10 ac)	A-1 (ZIP) A-1	S.R. 414 ROW & Vacant
East (City) (County)	Agriculture (0-1 du/5 acres) Rural (0-1 du/10 ac)	AG A-1	Horse Farm & Ornamental Nursery
South (City)	Agriculture (0-1 du/5 ac)	A-1 (ZIP)	Former Landfill
West (County)	Rural (0-2 du/ac)	A-1 (ZIP)	Former Landfill

**LAND USE & TRAFFIC
COMPATIBILITY:**

The subject property fronts and is accessed by a local roadway (W Keene Road).

The zoning application covers approximately 50.77 acres. The property owner intends to use the property for ancillary buildings related to a model airplane airport/air field.

**COMPREHENSIVE
PLAN COMPLIANCE:**

The proposed I-1 zoning is consistent with the City’s Industrial (0.60 max FAR) Future Land Use designation and with the character of the surrounding area and future proposed development. Per Section 2.02.01, Table II-1, of the Land Development Code, I-1 zoning is one of the acceptable zoning districts allowed within the Industrial Future Land Use designation. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**I-1 DISTRICT
REQUIREMENTS:**

Minimum Living Area:	NA
Minimum Site Area:	15,000 sq. ft.
Minimum Lot Width	100 ft.
Setbacks:	Front: 25 ft.
	Rear: 10 ft.
	Side: 10 ft.
	Corner 25 ft.

Based on the above zoning standards, the existing 50.77 acre parcels comply with code requirements for the I-1 zoning district.

**BUFFERYARD
REQUIREMENTS:**

1. Areas adjacent to all road rights-of-way shall provide a minimum 25-foot landscaped bufferyard.
2. Areas adjacent to agricultural uses or districts shall provide a minimum of ten feet abutting the property line with landscaping and a six-foot-high masonry wall.

3. Areas adjacent to residential uses or districts shall provide a six-foot-high masonry wall within a minimum of 500-foot landscaped buffer-yard.
4. Industrial uses adjacent to nonresidential, nonindustrial uses or districts shall provide one of the following:
 - a. A minimum of 25 feet abutting the property with landscaping and an earth berm, measuring three feet with a 3:1 slope; or
 - b. A minimum six-foot-high masonry wall within a minimum of ten-foot landscaped bufferyard.

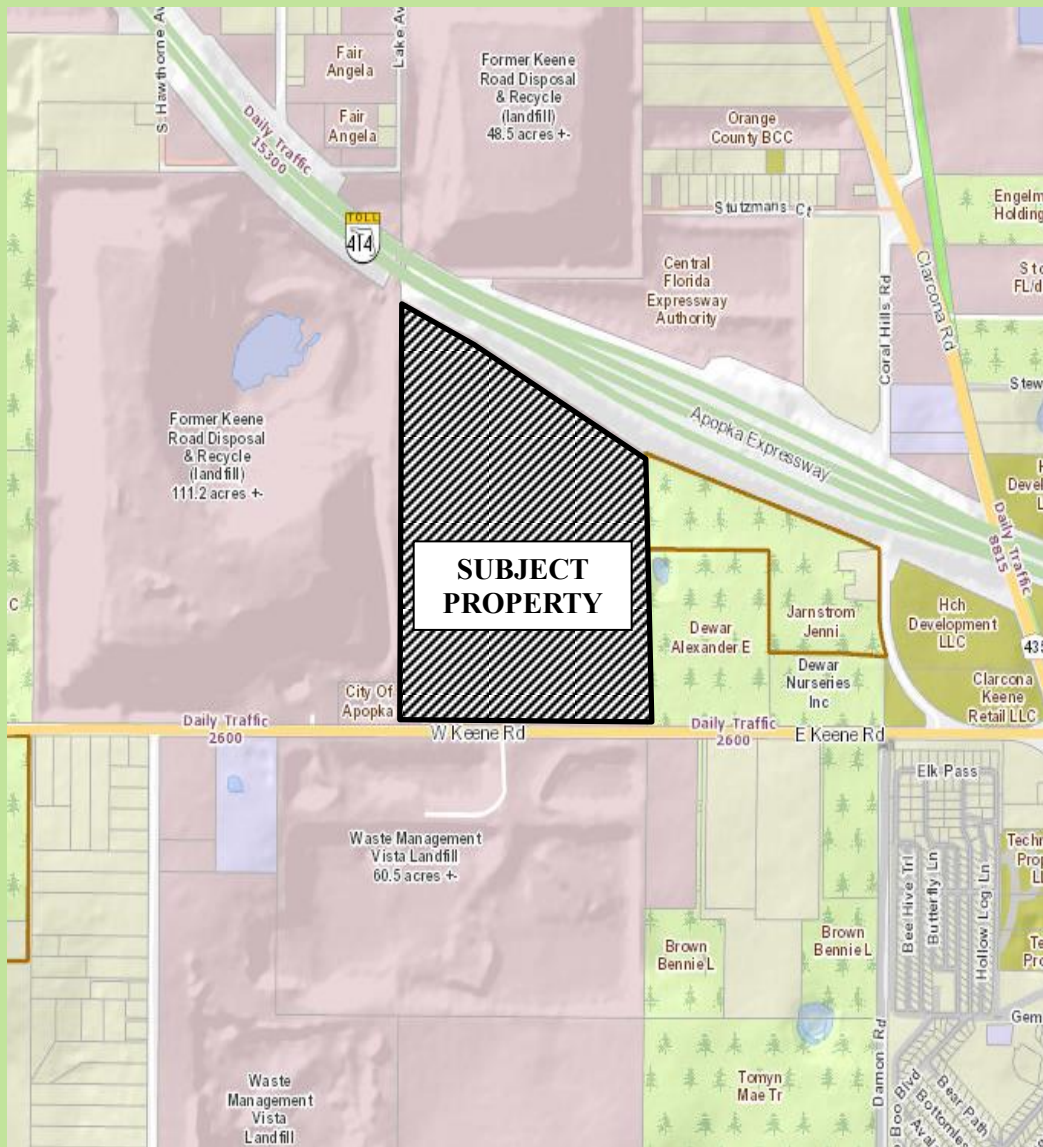
ALLOWABLE USES:

Wholesale distribution, storage, and light manufacturing uses and other similar and compatible uses.



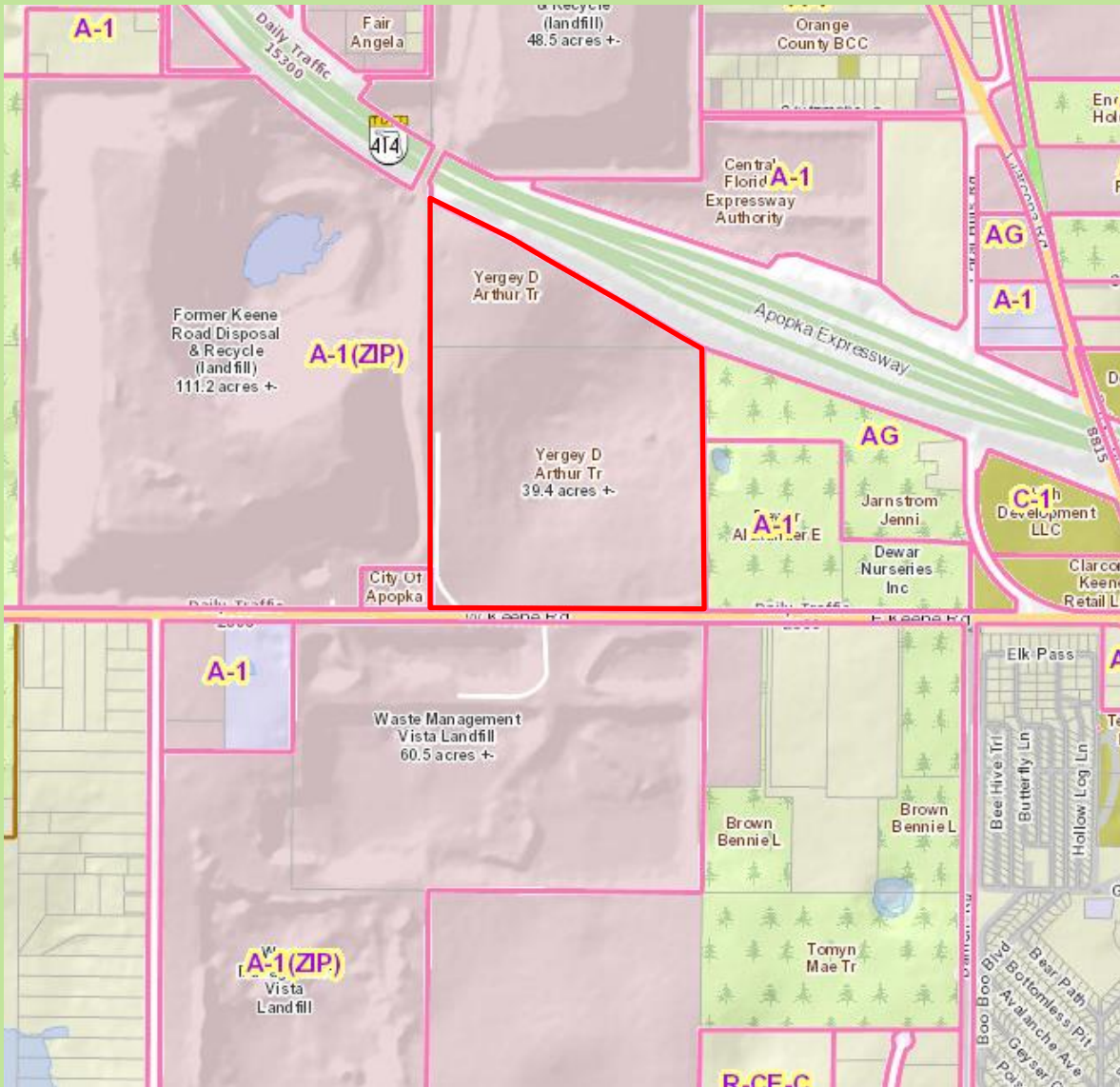
D. Arthur Yergey Trust
50.77 +/- Acres
Existing Maximum Allowable Development: 5 dwelling units
Proposed Maximum Allowable Development: 1,326,924 sq. ft. dwelling units
Proposed Zoning Change
From: "County" A-1 (ZIP)
To: "City" I-1
Parcel ID #s: 21-21-28-0000-00-024 & 21-21-28-0000-00-025

VICINITY MAP



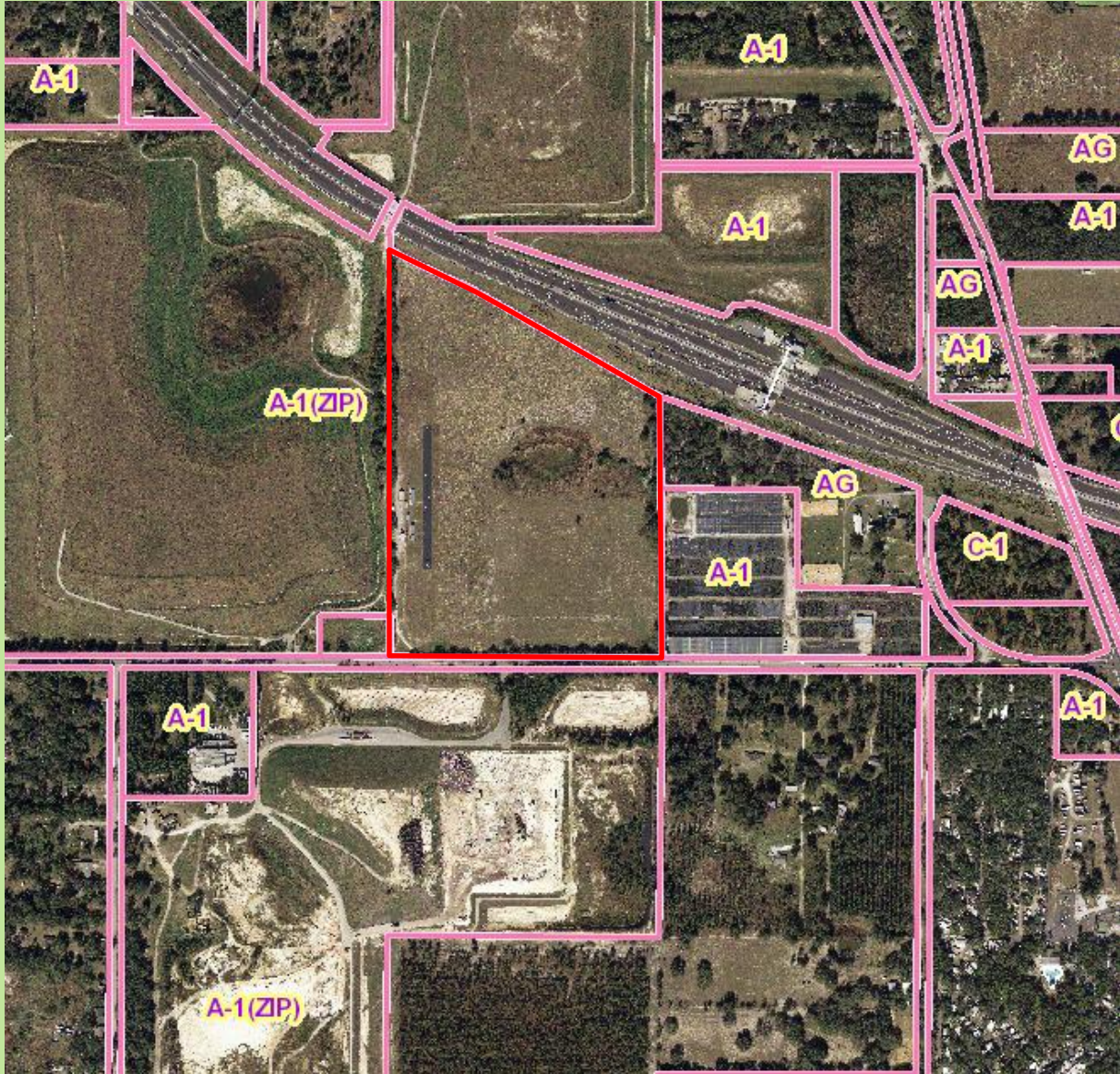


ADJACENT ZONING





ADJACENT USES



ORDINANCE NO. 2448

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (ZIP) TO “CITY” I-1 (RESTRICTED) (0.6 FAR) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF WEST KEENE ROAD, SOUTH OF STATE ROAD 414, COMPRISING 50.77 ACRES MORE OR LESS, AND OWNED BY D. ARTHUR YERGEY TRUST; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed I-1 (Restricted Industrial) (0.6 FAR) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby I-1 (Restricted Industrial) (0.6 FAR), as defined in the Apopka Land Development Code.

Legal Description:

THE S1/2 OF NE1/4 OF SE1/4 & S1/4 OF N 1/2 OF NE1/4 OF SE1/4 SEC 21-21-28 (LESS COMM NE COR OF SE1/4 OF SEC 21-21-28 TH S00-31-48E 493.12 FT TO POB TH S00-31-48E 821.86 FT N67-37-06W 16.98 FT N60-01-50W 1064.64 FT TO NON-TANGENT CURVE RAD 4320 FT DELTA 05-44-14 CHORD N64-44-29W FOR 432.57 FT TH N00-01-32E 104.22 FT S89-46-38E 1321.43 FT TO POB); AND, THE SE1/4 OF SE1/4 OF SEC 21-21-28
Parcel I.D.: 21-21-28-0000-00-024 & 21-21-28-0000-00-025
Contains: 50.77 +/- Acres

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation. The Community Development Director shall not accept an application for a development plan until such time the property owner addresses school capacity enhancement review with Orange County Public Schools.

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

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME: August 19, 2015

READ SECOND TIME
AND ADOPTED: September 2, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: June 26, 2015
 August 7, 2015

Backup material for agenda item:

5. ORDINANCE NO. 2449 – FIRST READING - CHANGE OF ZONING
PUD MASTER PLAN – Third Amendment to the Mullinax Ford of
Central Florida, Inc. Planned Unit Development Master Plan, for
property located north of S.R. 436 (a.k.a. Semoran Boulevard) and
east of Roger Williams Road.
(Parcel ID #s: 24-21-28-0000-00-002; 24-21-28-0000-00-049;
24 -21-28-0000-00-083; 24-21-28-0000-00-084)

David Moon



**CITY OF APOPKA
CITY COUNCIL**

PUBLIC HEARING
 SPECIAL REPORTS
 PLAT APPROVAL
 OTHER:

MEETING OF: September 2, 2015
FROM: Community Development
EXHIBITS: Vicinity Map
Adjacent Zoning Map
Ordinance No. 2449
PUD Master Plan
Site Plan
Color Rendering

PROJECT: ORDINANCE NO. 2449 - THIRD AMENDMENT TO THE MULLINAX FORD OF CENTRAL FLORIDA, INC. PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN

Request: FIRST READING OF ORDINANCE NO. 2449 – 3RD AMENDMENT TO THE MULLINAX FORD OF CENTRAL FLORIDA PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN. (PARCEL ID #S: 24-21-28-0000-00-002; 24-21-28-0000-00-049; 24-21-28-0000-00-083; 24-21-28-0000-00-084)

SUMMARY:

OWNER: Mullinax Ford of Central Florida, Inc.
ENGINEER: American Civil Engineering Company c/o John Herbert, P.E.
LOCATION: North of S.R. 436 (a.k.a. Semoran Boulevard) and East Roger Williams Road
EXISTING USE: Automobile Dealership
LAND USE: Commercial
ZONING: PUD
PROPOSED DEVELOPMENT: Construct a truck display mountain, service building, paved employee parking spaces and vehicle inventory storage area.
TRACT SIZE: 21.51 +/- Acres

DISTRIBUTION

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

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (County)	Low Density Residential	R-2	Residential Subdivision
East (City)	Industrial	I-1	Warehouse and Commercial Retail
South (City)	Commercial	C-1	Vacant Land
South (County)	Commercial	C-1/C-2	Gas Station\ Convenience Store and Commercial Retail
West (County)	Commercial	C-3	Storage Units

ADDITIONAL COMMENTS:

The original PUD Master Plan was adopted on January 2, 2003, through Ordinance # 1552, allowing automotive sales and associated uses. The PUD Master Plan amendment identifies four development phases for the site. The first phase includes the construction of a 203’ x 73’ truck display mountain 23’ in height and 96 paved employee parking spaces. The second phase of the proposed PUD Master Plan includes the development of a 6,290 sq. ft. service building with phases 3 and 4 expanding the employee parking and vehicle inventory storage area.

Comprehensive Plan Compliance: The proposed PUD zoning is consistent with the City’s Commercial Land Use designation. The development plan shall not exceed the intensity allowed within the adopted Future Land Use designation.

Land Use Compatibility: The property fronts an urban principle arterial roadway (Semoran Blvd, S.R. 436). The properties to the south, east and west have established commercial uses.

Buffer yard Requirements: Areas adjacent to all road right of ways shall provide a minimum ten foot landscape bufferyard. Areas adjacent to residential uses or districts shall provide a six foot high masonry wall within a ten-foot landscape buffer.

PROPOSED PUD RECOMMENDATIONS: The PUD recommendations are that the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions:

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be those allowed within the C-2 zoning category.
- B. All development standards set forth in the Land Development Code and Development Design Guidelines shall apply to development within the PUD unless as otherwise allowed and defined as follows:
 - 1. The truck display mountain shall not exceed a height of twenty-five (25) feet above ground elevation. (The vehicle is not considered part of the height of the truck display mountain when a truck(s) is parked on this structure.)
 - 2. Signage shall comply with the City’s sign codes unless otherwise approved through a master sign plan. No business identification shall be placed on the vehicle display mountain or vehicles parked thereon.

3. No outdoor light poles shall be placed on the truck display mountain. Any ground lighting placed there on or projected on to the truck display mountain must be approved with a preliminary or final development plan.
 4. Outdoor display of new vehicles allowed within the display areas denoted as “Rock Area” on the Master Plan. No used or pre-owned vehicles shall be placed with the “Rock Area”. All vehicles shall only be parked or stored within paved parking areas or designated outdoor display areas appearing on the Master Plan. Landscape areas shall not be used for vehicle parking or storage.
 5. Outdoor illumination plan shall be provided with the preliminary or final development plan.
- C. The C-2 zoning standards shall apply to the development of the subject property unless otherwise established herein this ordinance.

PUBLIC HEARING SCHEDULE:

Planning Commission – August 25, 2015, 5:01 p.m.
City Council – September 2, 2015, 1:30 p.m. – First Reading
City Council – September 16, 2015, 7:00 p.m. – Second Reading

RECOMMENDED ACTION:

The **Development Review Committee (DRC)** recommended approval of the Mullinax Ford PUD Master Plan Amendment for the property owned by Mullinax Ford of Central Florida, Inc., located north of S.R. 436, east of Roger Williams Road, subject to PUD Recommendations and the information and findings in the staff report.

The **Planning Commission**, at its meeting on August 25, 2015, recommended approval (6-0) of the Mullinax Ford PUD Master Plan Amendment for the property owned by Mullinax Ford of Central Florida, Inc., located north of S.R. 436, east of Roger Williams Road, subject to PUD Recommendations and the information and findings in the staff report.

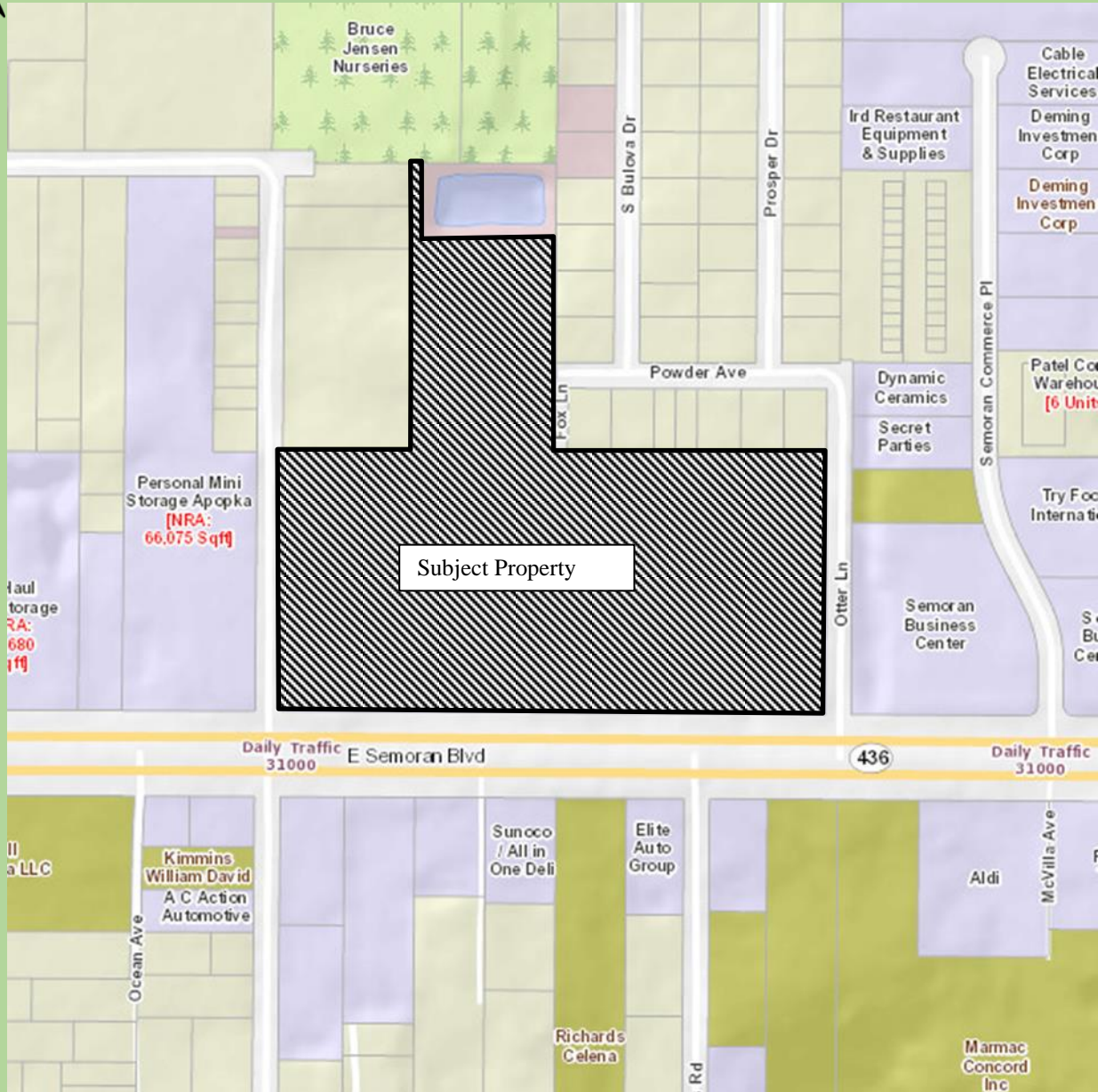
Accept the First Reading of Ordinance No. 2449 and Hold it Over for Second Reading and Adoption on September 16, 2015.

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.

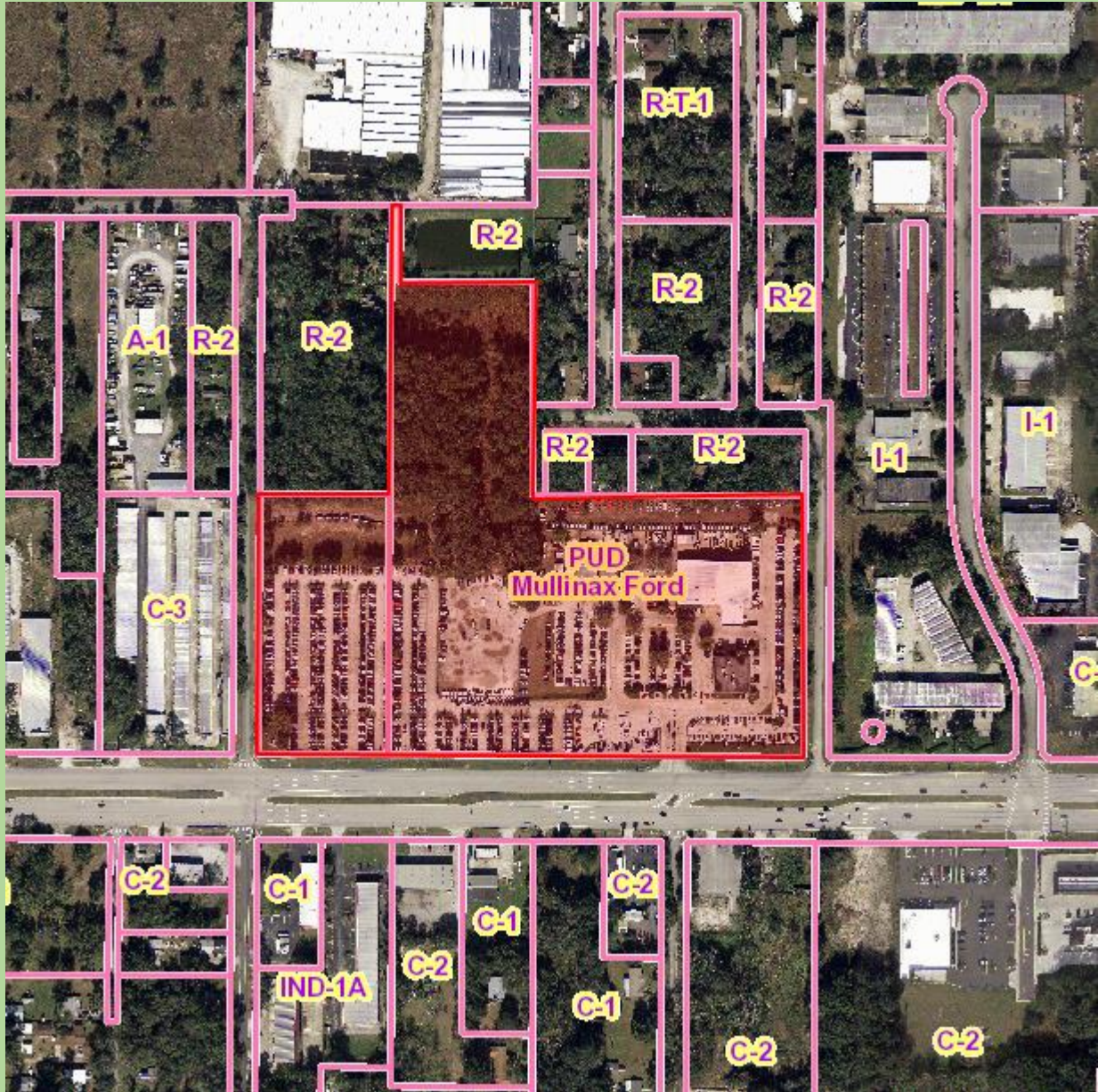
Application: PUD Master Plan Amendment
Owner: Mullinax Ford of Central Florida, Inc.
Engineer: American Civil Engineering Company c/o John Herbert, P.E.
Parcel ID Nos.: 24-21-28-0000-00-002; 24-21-28-0000-00-049;
24-21-28-0000-00-083; 24-21-28-0000-00-084
Total Acres: 21.51 +/-



VICINITY MAP



ADJACENT ZONING MAP



ORDINANCE NO. 2449

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, THRID AMENDMENT TO THE ADOPTED “MULLINAX FORD PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN” FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF STATE ROAD 436 A.K.A. SEMORAN BOULEVARD AND EAST OF ROGERS WILLIAMS ROAD COMPRISING 21.51 ACRES MORE OR LESS; OWNED BY MULLINAX FORD OF CENTRAL FLORIDA, INC.; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, Mullinax Ford of Central Florida, Inc., has requested an additional amendment to the “MULLINAX FORD PUD MASTER PLAN” as originally adopted; and

WHEREAS, the proposed Planned Unit Development (PUD/C-2) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be those allowed within the C-2 zoning category.
- B. All development standards set forth in the Land Development Code and Development Design Guidelines shall apply to development within the PUD unless as otherwise allowed and defined as follows:
 - 1. The truck display mountain shall not exceed twenty-five (25) feet above ground elevation.
 - 2. Signage shall comply with the City’s sign codes unless otherwise approved through a master sign plan.
- C. The C-2 zoning standards shall apply to the development of the subject property unless otherwise established herein this ordinance.

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD/C-2) as defined in the Apopka Land Development Code.

Legal Description:

Parcel 1: The South ½ Of The East ½ Of The Northwest Of The Southeast ¼ Of Section 11, Township 21 South, Range 28 East, Less The South 183.35 Feet Of The West 104.35 Feet Thereof, And Less Road Right Of Way On South, And Less The East 30 Feet For Road Right Of Way. Containing 8.747 acres +/-

Together with Parcel 2: The east ½ of the west ½ of the northwest ¼ of the southeast ¼ (Less right of way on south) and (Less the north 180 feet lying east of the west 20 feet thereof), Section 11, Township 21 south, range 28 east. Containing: 8.528 acres +/-

ORDINANCE NO. 2449

PAGE 2

Together with Parcel 3: The west 1/2 of the southwest 1/4 of the northwest 1/4 of the southeast 1/4 of section 11, Township 21 South, Range 28 East, less the west 30 feet for road right of ways and less road right of way on the south. Containing: 4.241

Together with: The quarter acre in the southwest corner of the south 1/2 of the east 1/2 of the northwest 1/4 of the southeast 1/4 , Section 11, Township 21 South, Range 28 East (Less right of way for state road 436) and The north 50 feet of the south 154.35 feet of the west 104.35 feet of the southeast 1/4 of the northwest 1/4 of the southeast 1/4 (SE 1/4 of NW 1/4 of SE 1/4), Section 11, Township 21 South, Range 28 East and The north 29 feet of the south 183.35 feet of the west 104.35 feet of the southeast 1/4 of the northwest.

Parcel I.D. No's.: 24-21-28-0000-00-002; 24-21-28-0000-00-049; 24-21-28-0000-00-083;
24-21-28-0000-00-084
Total Acreage: 21.51 +/- Acres

Section III. That the property being so designated is subject to the purposes and uses designated for the Planned Unit Development (PUD) zoning classification.

Section IV. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME: September 2, 2015

READ SECOND TIME
AND ADOPTED: September 16, 2015

Joseph E. Kilsheimer, Mayor

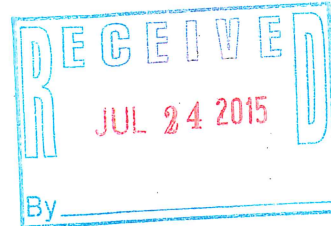
ATTEST:

Linda Goff, City Clerk

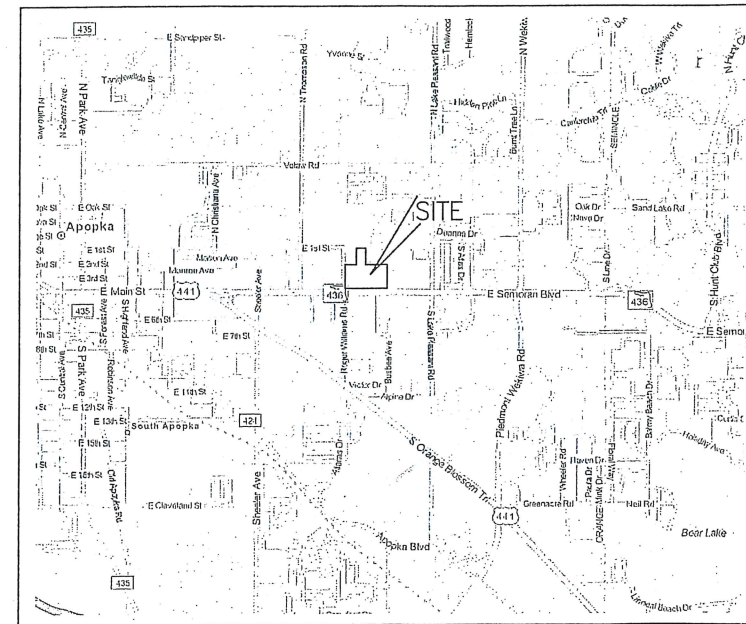
APPROVED AS TO FORM:

DULY ADVERTISED: August 7, 2015
September 4, 2015

(2015) Amendment to Planned Unit Development (PUD)



Master Plan - Mullinax Ford 1551 E. Semoran Blvd, Apopka, FL 32703



VICINITY MAP
NOT TO SCALE
SEC. 11 TWP. 21 S RGE. 28 E

LEGAL DESCRIPTION:

PARCEL 1:
THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LESS THE SOUTH 183.35 FEET OF THE WEST 104.35 FEET THEREOF, AND LESS ROAD RIGHT-OF-WAY ON SOUTH, AND LESS THE EAST 30 FEET FOR ROAD RIGHT-OF-WAY, ORANGE COUNTY, FLORIDA. PART OF THE CITY OF APOPKA. CONTAINING 8.747 ACRES MORE OR LESS.

TOGETHER WITH PARCEL 2:
THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (LESS RIGHT-OF-WAY ON SOUTH) AND (LESS THE NORTH 180 FEET LYING EAST OF THE WEST 20 FEET THEREOF), SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALL IN ORANGE COUNTY, FLORIDA. PART OF THE CITY OF APOPKA. CONTAINING 8.528 ACRES MORE OR LESS.

TOGETHER WITH PARCEL 3:
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LESS THE WEST 30 FEET FOR ROAD RIGHT-OF-WAY AND LESS ROAD RIGHT-OF-WAY ON SOUTH, ORANGE COUNTY, FLORIDA. CONTAINING 4.241 ACRES MORE OR LESS.

TOGETHER WITH:
THE QUARTER ACRE IN THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST (LESS RIGHT OF WAY FOR STATE ROAD 436), ORANGE COUNTY, FLORIDA.

AND

THE NORTH 50 FEET OF THE SOUTH 154.35 FEET OF THE WEST 104.35 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF NW 1/4 OF SE 1/4), SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

AND

THE NORTH 29 FEET OF THE SOUTH 183.35 FEET OF THE WEST 104.35 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

IRRIGATION PLAN

THE IRRIGATION PLAN WILL BE DESIGNED IN ACCORDANCE WITH CITY ORD. NO. 2069 AND WILL BE SUBMITTED AT THE TIME OF FINAL ENGINEERING WITH ALL OTHER DETAILED CONSTRUCTION PLANS. AT THIS TIME THE PROJECT IS BEING REVIEWED FOR ZONING ISSUES WHICH IRRIGATION IS NOT A ZONING ISSUE.

DEVELOPMENT SUMMARY

REQUEST TO AMEND CURRENT THE CURRENT PUD MASTER PLAN BY PAYING THE EMPLOYEE PARKING AREA AND CONSTRUCTING AN ELEVATED TRUCK DISPLAY.

PROJECT DIRECTORY

PROPERTY OWNER:	Mullinax Ford of Central Florida, Inc. 1551 E Semoran Blvd, Apopka, FL 32703 (407) 565-2001
CIVIL ENGINEER:	American Civil Engineering Co. 207 N. Moss Road, Suite 211 Winter Springs, Florida 32708 John Herbert, P.E. (407) 327-7700
LAND SURVEYOR:	American Surveying & Mapping Inc. 3191 Maguire Blvd, Suite 200 Orlando, Florida 32803 (407) 426-7979
LANDSCAPE ARCHITECT:	Katy Bojack Schweizer Bojack Landscape Arch., LLC P.O. Box 948383 Maitland, Florida 32794-8383 (407) 376-1423

INDEX OF SHEETS	
SHEET	DESCRIPTION
1	COVER SHEET
2	BOUNDARY SURVEY
3	MASTER SITE PLAN
4	DETAILED SITE PLAN
5	ELEVATED TRUCK DISPLAY PLAN & PROFILE
L-1	LANDSCAPE - TREE MITIGATION PLAN
L-2	LANDSCAPE - LANDSCAPE PLAN ELEVATED TRUCK DISPLAY RENDERING

DATE	REVISIONS
6.12.15	second edition
9.20.14	first edition

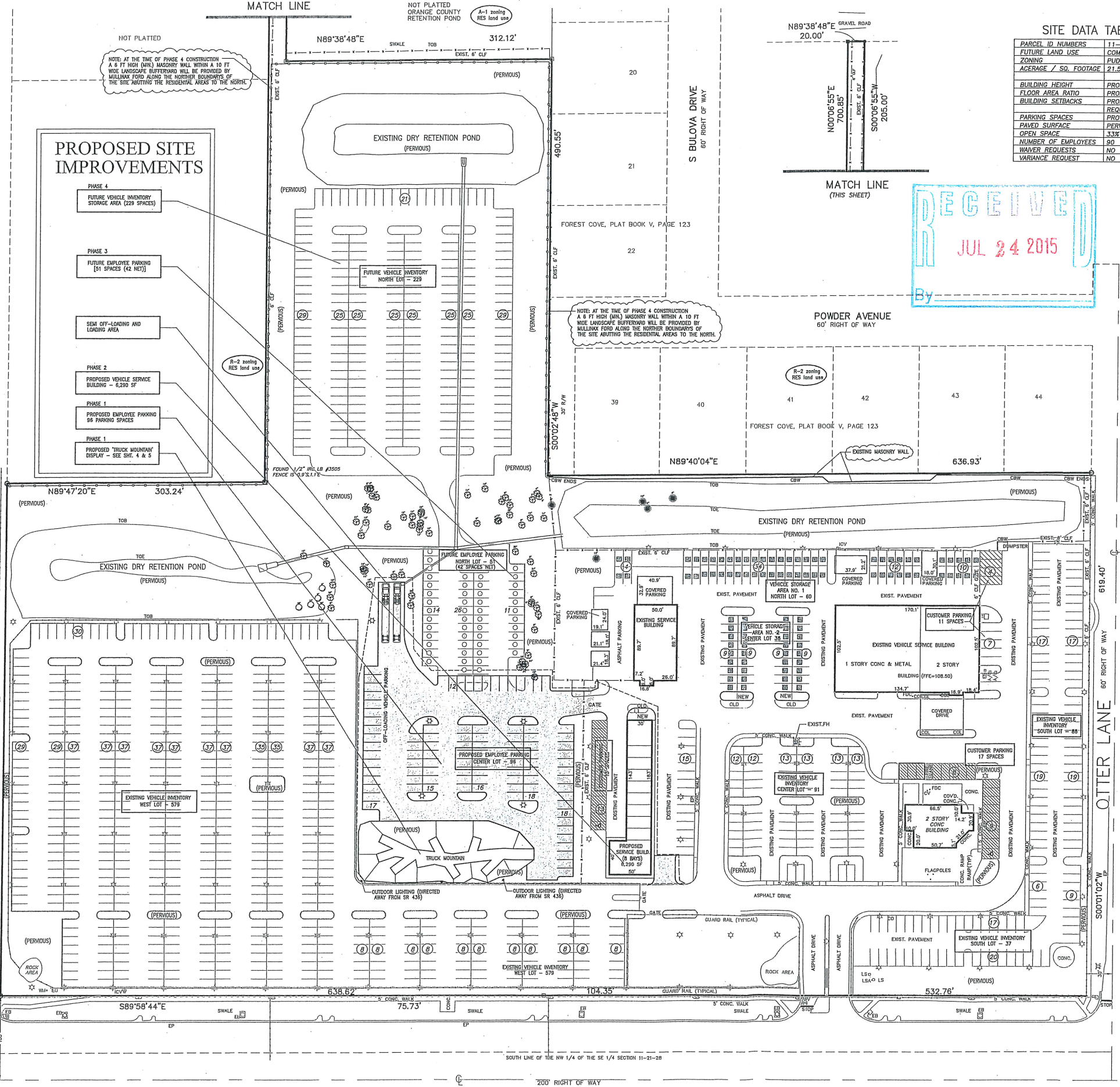
Amendment to Planned Unit Development (PUD)
Master Plan - Mullinax Ford
1551 E Semoran Blvd, Apopka, FL 32703

Plans issued for:	Cover Sheet
<input type="checkbox"/> conceptual <input checked="" type="checkbox"/> PUD MASTER PLAN <input type="checkbox"/> prelim. dev. plan	<input type="checkbox"/> final engineering <input type="checkbox"/> construction <input type="checkbox"/> record drawings
project no. 13095	
1 of 5	

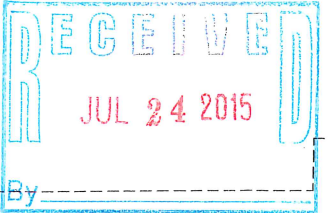
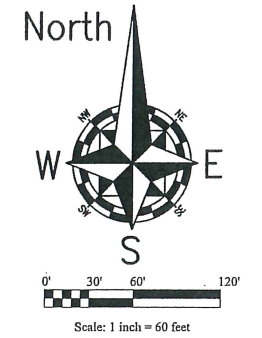
S ROGER WILLIAMS ROAD
60' RIGHT OF WAY

PROPOSED SITE IMPROVEMENTS

- PHASE 4**
FUTURE VEHICLE INVENTORY STORAGE AREA (229 SPACES)
- PHASE 3**
FUTURE EMPLOYEE PARKING (91 SPACES (42 NET))
- SEMI OFF-LOADING AND LOADING AREA
- PHASE 2**
PROPOSED VEHICLE SERVICE BUILDING - 6,230 SF
- PHASE 1**
PROPOSED EMPLOYEE PARKING 96 PARKING SPACES
- PHASE**
PROPOSED "TRUCK MOUNTAIN" DISPLAY - SEE SHT. 4 & 5



SITE DATA TABLE	
PARCEL ID NUMBERS	11-21-28-0000-00-065 & 066 & 068
FUTURE LAND USE	COM
ZONING	PUD
ACERAGE / SQ. FOOTAGE	21.51 AC 936,976 SF
BUILDING HEIGHT	PROPOSED: 23' MAX.: 35'
FLOOR AREA RATIO	PROPOSED: 0.042 MAX.: 0.60
BUILDING SETBACKS	PROPOSED: F=142', S=511', R=280' REQUIRED: F=10', S=15', R=30'
PARKING SPACES	PROVIDED: 179 REQUIRED: 179
PAVED SURFACE	PERVIOUS: 120 IMPERVIOUS: 142
OPEN SPACE	33%
NUMBER OF EMPLOYEES	90
WAIVER REQUESTS	NO
VARIANCE REQUEST	NO



GENERAL NOTES (from previous PUD Master Plan)

- ALLOWABLE USES FOR THE SUBJECT PROPERTY SHALL INCLUDE ALL PERMITTED C-2 USES AND ALL OTHER USES TYPICALLY ASSOCIATED WITH NEW AND USED AUTOMOBILE SALES, INCLUDING BUT NOT LIMITED TO, A PAINT AND BODY SHOP, QUICK LANE AND LIGHT REPAIRS.
- SIGNAGE:**
 - THE DEVELOPER SHALL BE PERMITTED TO OBTAIN AND/OR ALTER THE EXISTING SIGNAGE ON THE SITE PROVIDED THERE IS NO INCREASE ON COPY AREA OR HEIGHT EXCEPT TO ADD THE NEW FORD-COOL FOR AS LONG AS THE EXISTING USES (AUTOMOBILE SALES, SERVICE, PAINT & BODY SHOP, AND QUICK LANE & REPAIRS)
 - ANY NEW SIGNAGE SHALL BE INSTALLED CONSISTENT WITH THE FORD MOTOR COMPANY AND THE CITY REGULATIONS IN EFFECT AT THE TIME OF THIS AGREEMENT. (SEE MULLINAX FORD PROPOSED SIGNAGE CHART ON PAGE 3)
 - ANY BUILDING ON SITE WILL BE PERMITTED A MAXIMUM OF 4 WALL SIGNS WITH THE EXCEPTION OF THE PROPOSED MULLINAX SHOWROOM BUILDING WHICH WILL BE PERMITTED 5 WALL SIGNS. THE SIGN COPY AREA IS CALCULATED AS TWO TIMES THE TOTAL BUILDING LINEAR FOOTAGE. THE TOTAL SIGN COPY AREA MAY NOT EXCEED 300 SQUARE FEET. ALLOWABLE SQUARE FEET MAY BE TRANSFERRED FROM ONE BUILDING TO ANOTHER THROUGHOUT THE SUBJECT PROPERTY.
 - THE DEVELOPER IS PERMITTED TO INSTALL A POLE SIGN AT THE ROGER WILLIAMS ROAD ENTRANCE TO THE SUBJECT PROPERTY.
 - A MINIMUM OF 4 SECONDARY SIGNS, 1 PRIMARY SIGN ON THE WEST PROPERTY LINE, AND 1 IDENTIFICATION SIGN FOR THE PROPOSED QUICK LANE SHALL BE PERMITTED. THE SIGNS WILL COMPLY WITH FORD MOTOR COMPANY DESIGN AND SPECIFICATIONS.
 - ALL SIGNS ON THIS MASTER PLAN SUPERSEDE THE CODE AND REPRESENT THE MAXIMUM NUMBER OF SIGNS ALLOWED ON THE PROPERTY.
- ALL SITE LIGHTING SHALL COMPLY WITH THE CITY OF APOPKA REPRESENTATION DESIGN GUIDELINES. PROPOSED SITE LIGHTING SHALL MATCH, AS CLOSE AS POSSIBLE TO THE EXISTING LIGHT FIXTURES.
- PROPOSED SHOWROOM BUILDING, QUICK LANE, PARKING AREAS, SIGNAGE, LIGHTING, AND STORM WATER RETENTION PONDS SIZES AND LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE, AT FINAL ENGINEERING DESIGN. N/A. ABOVE ITEMS ARE CONSTRUCTED AND EXISTING.
- AN IRRIGATION PLAN WILL BE PROVIDED AT FINAL DEVELOPMENT PLAN SUBMITTAL.
- ALL EQUIPMENT (INCLUDING ROOFTOP) AND UTILITY BOXES MUST BE FULLY SCREENED FROM VIEW OF RIGHTS OF WAY AND ADJACENT PROPERTIES.
- ADJACENT SIGNAGE SHALL NOT BE ELEVATED ABOVE THE LANDSCAPING ALONG ALL ROAD RIGHTS OF WAY. THIS REVISED MASTER PLAN IS TO ALLOW THE ELEVATED VEHICLE DISPLAY AREA WHICH IS SETBACK FROM THE RIGHT-OF-WAY.
- THE TERMS AND CONDITIONS OF THE PUD MASTERPLAN SHALL BE IN ACCORDANCE WITH THE CITY'S LAND DEVELOPMENT CODE AND DEVELOPMENT GUIDELINES, EXCEPT AS SET-FORTH HEREIN.
- PUD TIME LIMITATIONS SHALL BE IN ACCORDANCE WITH ARTICLE II, SECTION 2.02.18.0 OF THE CITY'S LAND DEVELOPMENT CODE, EXCEPT AS PROVIDED FOR IN GENERAL NOTE NO. 13.
- POTABLE WATER TO BE PROVIDED BY CITY OF APOPKA.
- SANITARY SEWER CONNECTION SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA'S COMPREHENSIVE PLAN.
- STORMWATER MANAGEMENT TO BE PROVIDED BY ON-SITE STORMWATER RETENTION PONDS.
- PHASE 1 WILL COMMENCE CONSTRUCTION WITHIN 2 YEARS OF THE PRELIMINARY/FINAL CONSTRUCTION PLAN APPROVAL. PHASE 2 WILL COMMENCE CONSTRUCTION WITHIN 3 YEARS AFTER COMPLETION OF PHASE 1. PHASE 1 WILL CONSIST OF PARKING AND UTILITIES FOR NEW VEHICLE DISPLAY/INVENTORY WITHIN FUTURE PUD PHASE AND ADJACENT TO PROPOSED MULLINAX SHOWROOM. PHASE 2 WILL CONSIST OF PROPOSED MULLINAX SHOWROOM BUILDING AND PROPOSED EMPLOYEE/OVERFLOW PARKING. N/A
- BUSINESS OPERATION HOURS ARE AS FOLLOWS:**
 - MONDAY-FRIDAY: 8:00AM-8:00PM
 - SATURDAY: 8:00AM-7:00PM
 - SUNDAY: 12:00PM-6:00PM
- THE HOURS THE EXTERIOR PARKING LIGHTS WILL BE ON, WILL BE FROM SUNSET TO 1:00AM. SECURITY LIGHTING (LESS THAN THE (5) FOOT CANDLES) WILL BE FROM SUNSET TO SUNRISE.
- THE CAFE WILL BE OPEN TO EMPLOYEES, AGENTS, AND CUSTOMERS ONLY.
- THE WESTERLY PARCEL (FUTURE PUD PHASE 1) IS INTENDED TO BE PART OF THE MASTER PLAN AT A LATER DATE. AS SOON AS THE AMENDMENT IS ADOPTED BY THE CITY OF APOPKA, THE NORTHERLY PARCEL (FUTURE PUD PHASE 2) IS INTENDED TO BE PART OF THE MASTER PLAN AT A LATER DATE, AS SOON AS THE FUTURE LAND USE AMENDMENT TO COMMERCE IS ADOPTED BY THE CITY OF APOPKA. THIS REVISION TO THE MASTER PLAN IS TO ALSO RE-ZONE THE WEST PARCEL, (ZONED C-2) TO PUD BY INCLUDING IT INTO THE PUD FOR MULLINAX FORD.
- STORMWATER RETENTION PONDS WILL BE CONSTRUCTED WITH EACH DEVELOPMENT PHASE TO SUPPORT THE AMOUNT OF IMPERVIOUS AREA BEING CONSTRUCTED.
- TEMPORARY EMPLOYEE GRAVEL PARKING SHALL BE PERMITTED AS SHOWN ON SHEET 2 OF THE MASTER PLAN, UNTIL PHASE 2 CONSTRUCTION COMMENCES. THIS APPLICATION IS FOR EMPLOYEE PARKING IMPROVEMENT.
- IF SITE WORK FOR PHASE 2 DOES NOT COMMENCE WITHIN 3 YEARS OF MASTER PLAN APPROVAL, PROPERTY OWNER WILL BRING THE GRAVEL PARKING AREA TO COMPLIANCE WITH CITY OF APOPKA CODES.
- STORMWATER RETENTION WILL BE PROVIDED ON-SITE FOR THE AMOUNT OF IMPERVIOUS AREA BEING CONSTRUCTED FOR THE TEMPORARY GRAVEL PARKING.
- NO ELECTRIC CAR CHARGING STATIONS ARE PROPOSED AT THIS TIME.
- NO SIGNAGE WILL BE ALLOWED ON THE ELEVATED TRUCK DISPLAY.
- NO LIGHT POLES SHALL BE PLACED LESS THAN 30 FT FROM ALL RESIDENTIAL AREA.
- ALL NEW SIGNAGE SHALL COMPLY WITH THE CITY OF APOPKA CURRENT SIGN ORDINANCE.

PARKING SPACES SUMMARY CHART

STATUS	TYPE OF PARKING	NO. OF SPACES	LEGEND
EXISTING	INVENTORY / DISPLAY	785	
PROPOSED	INVENTORY / DISPLAY	12	
TOTAL	INVENTORY / DISPLAY	807	
EXISTING	CUSTOMER PARKING	26	
PROPOSED	CUSTOMER PARKING	13	
TOTAL	CUSTOMER PARKING	41	
TOTAL	PROVIDED HANDICAP PARKING	2	
EXISTING	VEHICLE STORAGE	96	
EXISTING	EMPLOYEE PAVED PARKING	0	
PROPOSED	EMPLOYEE PAVED PARKING	96	
TOTAL	EMPLOYEE PAVED PARKING	96	
FUTURE	EMPLOYEE PAVED PARKING	42	
TOTAL FUTURE	EMPLOYEE PAVED PARKING	138	
FUTURE	INVENTORY / DISPLAY	229	
TOTAL FUTURE	INVENTORY / DISPLAY	1,036	

DEVELOPMENT DATA

TOTAL OVERALL PROJECT AREA: 21.51 AC. / 936,976 SF
 TOTAL AREA NEW CONST.: 2.14 AC. / 93,113 SF
 ZONING: PLANNED UNIT DEVELOPMENT
 APPROVED LAND USES: ALL PERMITTED C-2 USES, AND ALL OTHER USES TYPICALLY ASSOCIATED WITH NEW & USED AUTOMOBILE SALES, NEW & USED VEHICLE SALES, AUTOMOBILE REPAIR
 EXISTING USE: NEW & USED VEHICLE SALES, AUTOMOBILE REPAIR
 BUILDING SETBACKS: FRONT 10'
 SIDE 10', 30' REAR ABUTTING RESIDENTIAL
 REAR 10', 30' REAR ABUTTING RESIDENTIAL

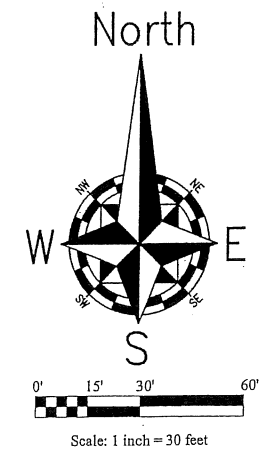
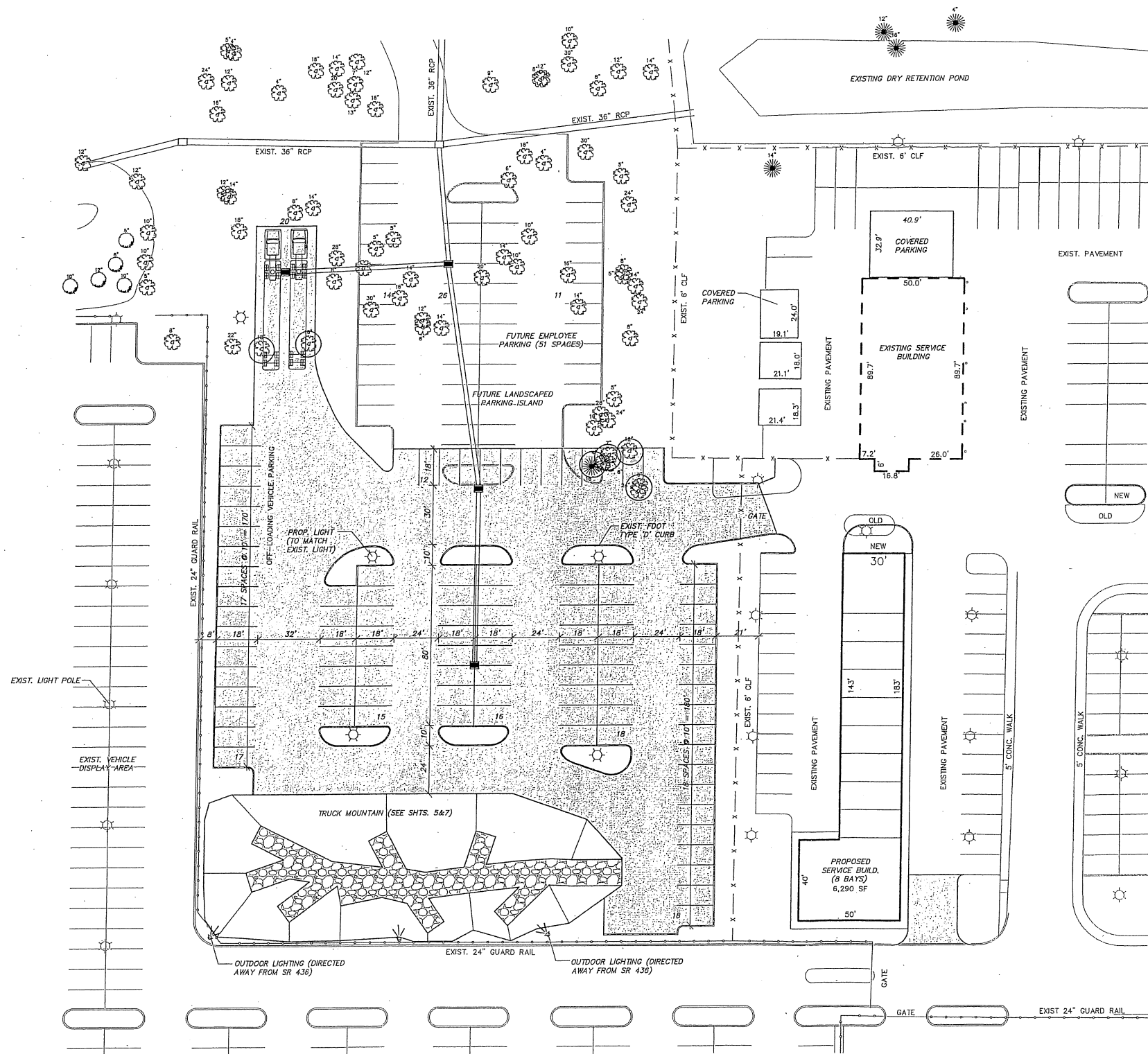
WATER SERVICE: POTABLE WATER SERVICE IS PROVIDED BY CITY OF APOPKA.
 SEWER SERVICE: SANITARY SERVICE WILL BE PROVIDED BY CITY OF APOPKA.

NOTE: ALL INFORMATION CONTAINED HEREIN IS PROPERTY OF AMERICAN CIVIL ENGINEERING CO., ALL RIGHTS RESERVED. COPY RIGHT 2015.
 ENGINEER: JOHN HERBERT, P.E.
 CHECKED BY: TOM SKELETON, P.E.
 7/24/15 CLOUDED REVISIONS PER CITY COMMENTS
 6/12/15 REV. PER CITY OF APOPKA REVIEW COMMENTS
 PROJECT NO. 13225
 DATE:

AMERICAN CIVIL ENGINEERING CO.
 207 N. MOSS RD., SUITE 211, WINTER SPRINGS, FLA 32789
 PH. (407) 327-7700, FAX (407) 327-0227
 cert. of authorization number 6723

MULLINAX FORD
 1551 SEMORAN BLVD., APOPKA, FLORIDA 32703

PUD MASTER PLAN
 Master Plan project no. 13225 sheet number 3 of 5



- OAK TREE
 - CYPRESS TREE
 - PINE TREE
 - MAGNOLIA TREE
 - TREES TO BE REMOVED
- TREES TO BE REMOVED:**
- 2 EA. 6" OAK
 - 1 EA. 7" OAK
 - 1 EA. 8" OAK
 - 1 EA. 12" OAK
 - 1 EA. 16" PINE
 - 1 EA. 18" OAK
 - 1 EA. 24" OAK

GENERAL NOTES

1. ONLY EMPLOYEES OF MULLINAX FORD WILL BE PERMITTED TO BE ON THE ELEVATED TRUCK DISPLAY AREA. A 42" HIGH WROUGHT IRON STYLE FENCE AND SIGNAGE IS PROVIDED TO PREVENT CLIMBING.
2. NO SIGNAGE WILL BE ADDED TO THE TRUCK DISPLAY AREA.
3. THE TRUCK ELEVATED DISPLAY WILL BE CONSTRUCTED WITH STABILIZED COMPACTED FILL OVER LAYERED GEOGRID FABRIC. SEE PLAN SHEET 6 FOR ADDITIONAL INFORMATION.
4. A LIGHTING PLAN IS REQUIRED PER THE CITY'S DEVELOPMENT DESIGN GUIDELINES. PARKING LOT LIGHT POLES AND FIXTURES MUST BE OF A DECORATIVE TYPE. LIGHT POLE FOOTERS CANNOT BE EXPOSED ABOVE FINISH GRADE. EXAMPLES OF LIGHT POLES AND FIXTURES PROPOSED FOR THE SITE WILL MATCH THE EXISTING LIGHTING STYLES CURRENTLY ON THE PROPERTY. MANUFACTURERS CUT SHEETS SHOWING THE SIZE AND TYPE OF LIGHT FIXTURES WILL BE PROVIDED TO THE CITY FOR REVIEW AND APPROVAL AT TIME OF CONSTRUCTION PLAN SUBMITTAL.
5. AT TIME OF FINAL ENGINEERING THE LANDSCAPE AND IRRIGATION PLANS SHALL BE IN COMPLIANCE WITH "WATER WISE ORDINANCE, 2006". IRRIGATION SYSTEMS TO BE DESIGNED WITH POP-UP TYPE DEVICES ONLY; RISERS ARE NOT ALLOWED. REQUIRED NOTE ON THE IRRIGATION PLAN SHALL STATE IN LARGE FONT: "IRRIGATION RISERS ARE NOT ALLOWED".

NOTE: ALL INFORMATION CONTAINED HEREIN IS PROPERTY OF AMERICAN CIVIL ENGINEERING CO. ALL RIGHTS RESERVED. DATE: 08/14/2013.
 ENGINEER: JOHN HERBERT, P.E.
 CHECKED BY: TOM SUTTON, P.E.
 TECHNICIAN: JOE HENBERT
 PROJECT NO. 13225

AMERICAN CIVIL ENGINEERING CO.
 207 N. MOSS RD., SUITE 211, WINTER SPRINGS, FLA 32789
 407 N. PH. (407) 327-7700; FAX (407) 327-0227

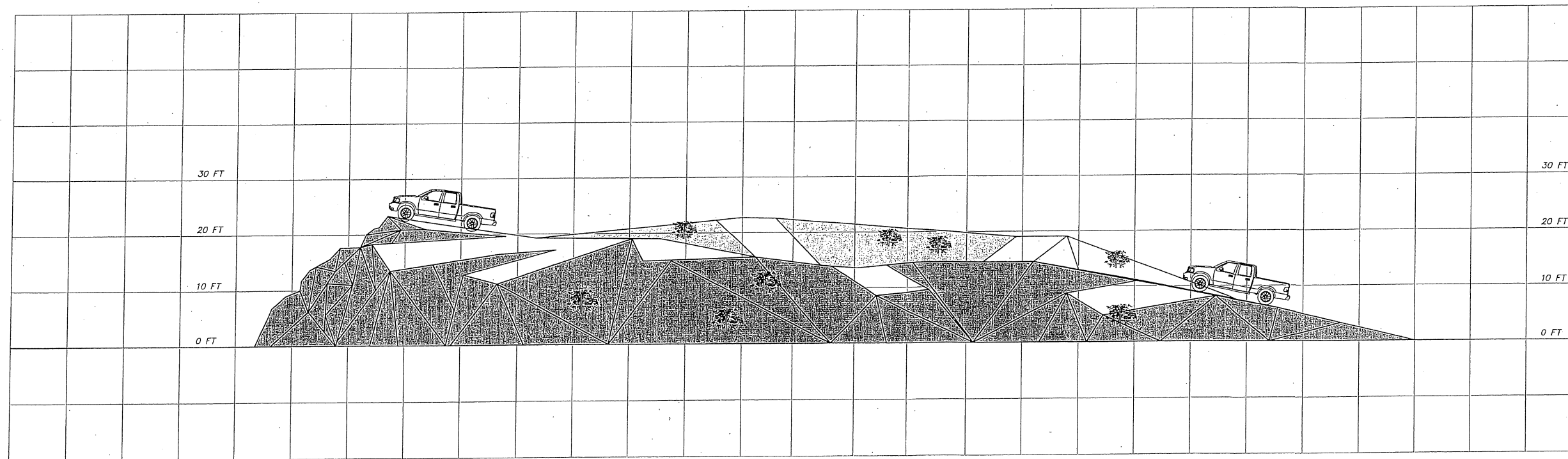
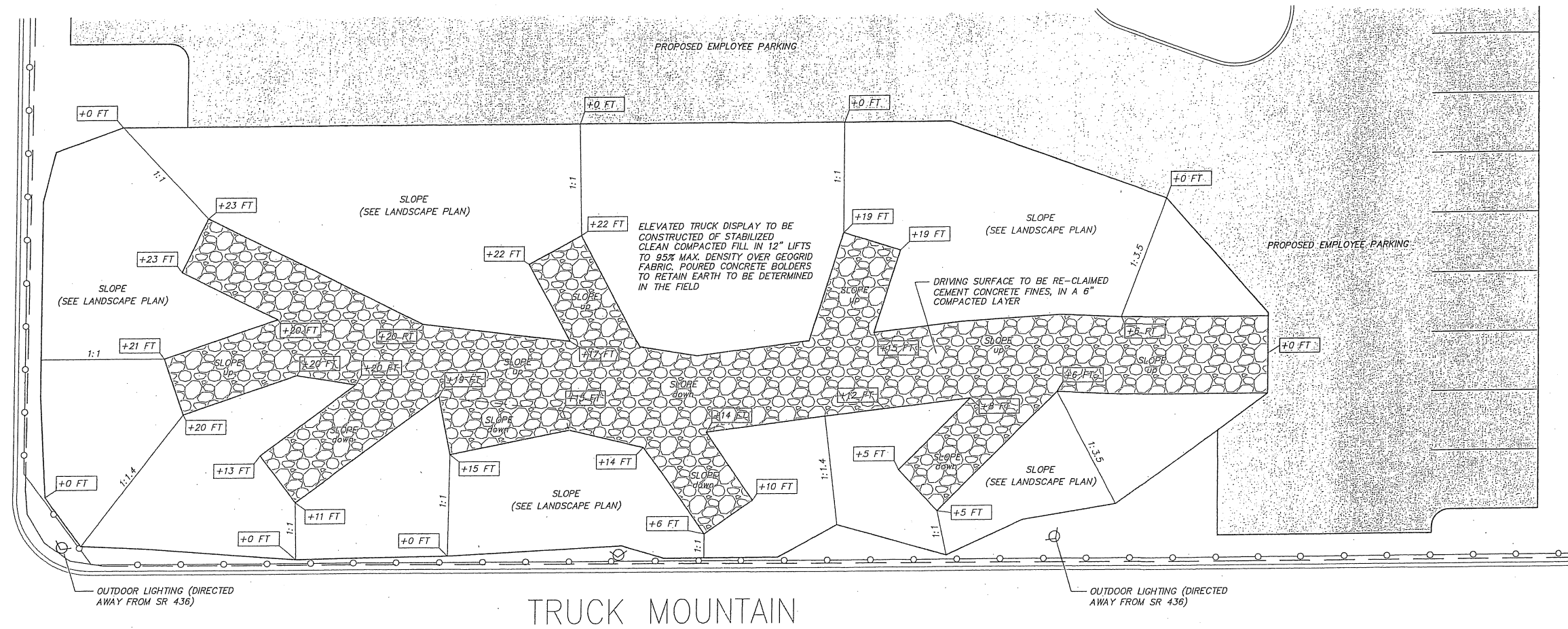
cert. of authorization number 8729

1551 SEMORAN BLVD., APOPKA, FLORIDA 32703

PUD MASTER PLAN - DETAILED SITE PLAN

MULLINAX FORD

DETAILED SITE PLAN
 project no. 13225
 sheet number
 4 of 5



FRONT VIEW

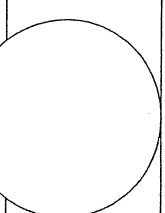
SCALE: 1" = 10 FT

NOTE: ALL INFORMATION CONTAINED
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ENGINEER: JOHN HERBERT, P.E.
CHECKED BY: TOM SEXTON, P.E.
TECHNICIAN: JAKE HERBERT
PROJECT NO. 13225

DATE	REVISIONS

AMERICAN CIVIL
ENGINEERING CO.
207 N. WISS RD., SUITE 211, WINTER SPRINGS, FLA 32708
TEL: (407) 327-1700; FAX: (407) 327-0827
cert. of authorization
number 8729

'TRUCK MOUNTAIN' DISPLAY FEATURE
MULLINAX FORD
1551 SEMORAN BLVD., APOPKA, FLORIDA 32703



display detail
project no. 13225
sheet number
5 of 5



Backup material for agenda item:

6. REVISED FINAL DEVELOPMENT PLAN
Northwest Distribution Facility Building "C"
Owned by Oakmont Apopka Road, LLC and located at
1349 Ocoee-Apopka Road (Between S.R. 451 and Ocoee-Apopka
Road and east of Boy Scout Road).
(PARCEL ID #: 17-21-28-5953-01-000)

Jay Davoll



CITY OF APOPKA CITY COUNCIL

PUBLIC HEARING
 ANNEXATION
 PLAT APPROVAL
 OTHER: Final Development Plan

MEETING OF: September 2, 2015
FROM: Community Development
EXHIBITS: Vicinity/Aerial Map
Site/Landscape Plans
Building Elevations

PROJECT: REVISED FINAL DEVELOPMENT PLAN (MAJOR SITE PLAN) - NORTHWEST DISTRIBUTION FACILITY BUILDING "C"

Request: APPROVE THE REVISED FINAL DEVELOPMENT PLAN FOR THE NORTHWEST DISTRIBUTION FACILITY BUILDING "C" OWNED BY OAKMONT APOPKA ROAD, LLC.

SUMMARY:

OWNER: Oakmont Apopka Road, LLC
APPLICANT: Oakmont Industrial Group c/o Thomas A. Cobb
ENGINEER: Highland Engineering, Inc. c/o Jeffery W. Banker, PE
ARCHITECT: Smallwood, Reynolds, Stewart, Stewart & Assoc., Inc.
LOCATION: 1349 Ocoee-Apopka Road
(Between S.R. 451 and Ocoee-Apopka Road and east of Boy Scout Road)
PARCEL ID #: 17-21-28-5953-01-000
LAND USE: Industrial
ZONING: I-1
EXISTING USE: Vacant Land
PROPOSED USE: Industrial Warehouse (144,148 S.F.) w/ Office Complex (5,000 S.F.)
TRACT SIZE: 8.85 +/- acres
OVERALL SITE: 45.09 +/- acres
BUILDING SIZE: 149,148 sq. ft.

DISTRIBUTION

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

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Commercial Residential Medium (0-10du/ac)	C-1 R-3	Vacant Property Retention Pond
East (City)	Residential High (0-15du/ac)	PUD/R-3	Vacant Property
South (City)	Industrial	I-1	NW Distribution Bldg. A and B
West (City)	Commercial	C-1	Vacant Property

ADDITIONAL COMMENTS: The Northwest Distribution Facility Building “C” -Revised Final Development Plan proposes a 149,148 square foot industrial warehouse and office space. The Final Development Plan (Subdivision Plan) and Plat were approved by the City Council on February 27, 2007 and September 17, 2008, respectively. Building “C” is located on Lot 1 of the approved Subdivision Plan and Plat.

PARKING: A total of 150 parking spaces are provided (300 required by code) of which 6 are reserved as a handicapped parking space. The applicant is requesting a waiver to reduce the parking space requirement for the site.

ACCESS: Access to the site is provided by a driveway cut along Ocoee-Apopka Road.

EXTERIOR ELEVATIONS: The height of the proposed building is 40’ (top of parapet wall). The City approved a variance on October 10, 2006 for the overall building height for this project not to exceed 50’. The proposed height 40’ is well below the maximum that could be built. Staff has found the proposed building elevations to be in accordance with the City’s Development Design Guidelines.

STORMWATER: Stormwater run-off and drainage will be accommodated by a master stormwater drainage system. The master stormwater management system is designed according to standards set forth in the Land Development Code.

BUFFER/TREE PROGRAM: A twenty-five foot landscape buffer is provided along Ocoee-Apopka Road. The applicant has provided a detailed landscape and irrigation plan for the property. The planting materials and irrigation system design are consistent with the water-efficient landscape standards set forth in Ordinance No. 2069.

Total inches on-site:	55
Total number of specimen trees:	0
Total inches removed	0
Total inches retained:	55
Total inches required:	340
Total inches replaced:	340
Total inches post development:	340

WAIVER REQUESTS:

1. Waiver Request #1: : LDC Section 6.03.02.A Requires the 2 parking spaces per 1,000 square feet of gross floor area up to 150,00 square feet, plus 1 space for each vehicle operating from the premises. The applicant is requesting the required parking to be based on the number of employees working at the facility during the largest shift.

Justification: The proposed use of facility does not fit the description in the parking code for industrial/warehouse uses. The facility will be mostly used for storage of materials and will have a maximum of 90 employees working during the largest shift and no service provided to the general public.

DRC recommendation -- DRC supports this waiver request.

2. Waiver Request #2: LDC 5.08.01.C require a landscape island every 20 parking spaces and Development Design Guidelines Section 4.4 require a landscape island every 10 parking spaces. The applicant is requesting not to require landscape islands within the trailer parking and staging area.

Justification: Trailer parking/staging is not specifically addressed by the City of Apopka Code, but the 39 trailer staging spaces provided is a specific requirement of the tenant/occupant.

DRC recommendation – DRC supports this waiver request.

3. Waiver Request #3: The Development Design Guidelines Section 4.4 which require a landscape every 10 spaces. The applicant is requesting that a landscape island be required every 20 parking spaces for vehicular parking areas, which is consistent with code requirements in 5.08.01.C.

Justification: The City of Apopka Development Design Guidelines require no more than 10 parking spaces without a landscape island, which conflicts with the criteria specifically addressed by the City of Apopka Code, section 5.08.01.C; which require no more than 20 parking spaces without a landscape island.

DRC recommendation – DRC supports this waiver request.

4. Waiver Request #4: The applicant is requesting a waiver from LDC 5.01.10; which requires trees and scrubs to be placed on separate irrigation zones. The applicant is requesting to install bubblers on all trees which will connect to the nearest zone.

DRC recommendation -- DRC supports this waiver request.

PUBLIC HEARING SCHEDULE:

August 25, 2015 - Planning Commission (5:01 pm)

September 2, 2015 - City Council (1:30 pm)

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the four waiver requests and the Revised Final Development Plan for the Northwest Distribution Building “C” owned by Oakmont Apopka Road, LLC, subject to the findings of this staff report.

The **Planning Commission**, at its August 25, 2015 meeting, recommended approval (6-0) of the four waiver requests and the Revised Final Development Plan for the Northwest Distribution Facility Building “C” subject to the findings of the staff report.

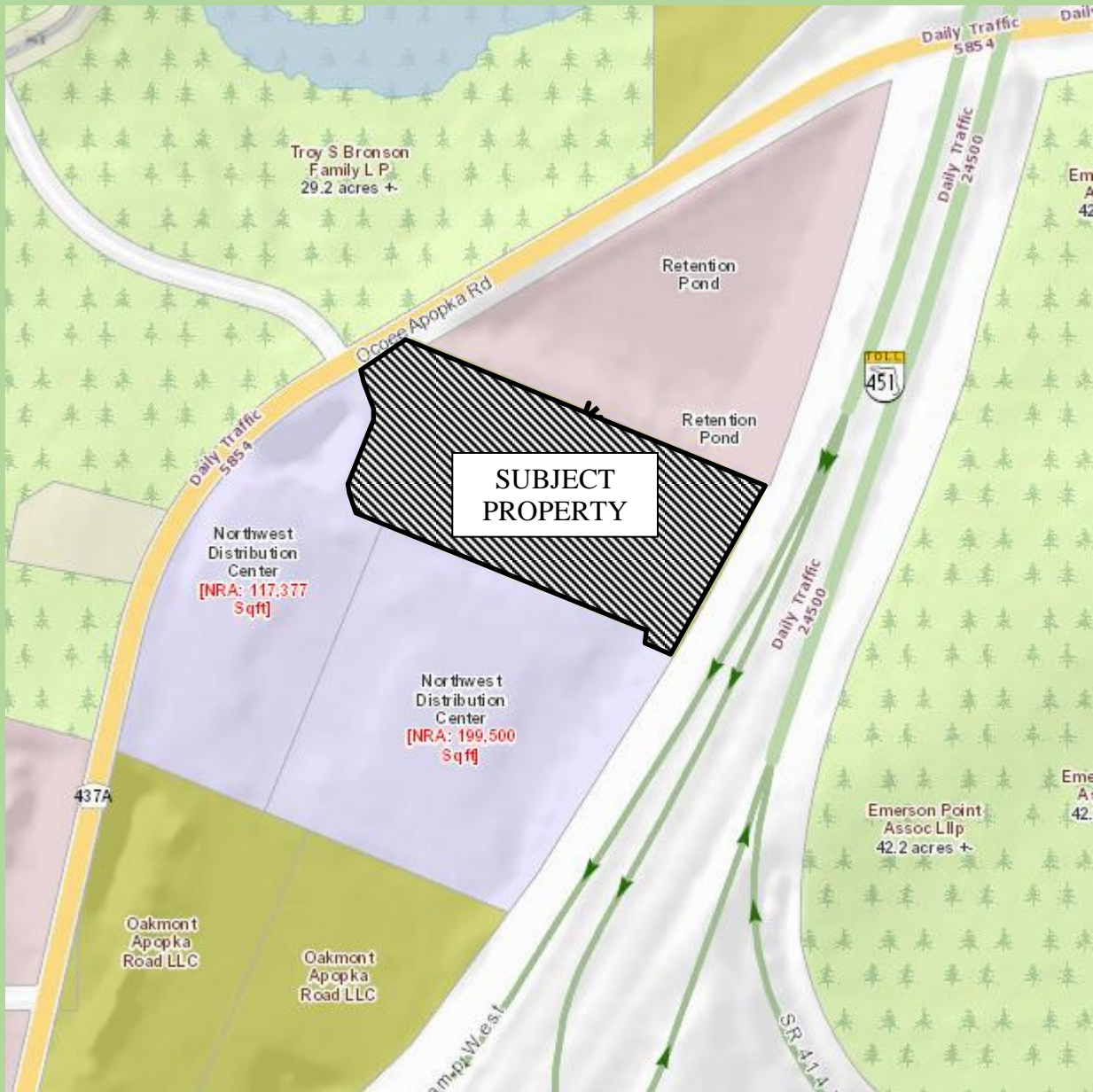
Approve the four waiver requests and the Revised Final Development Plan for the Northwest Distribution Building “C” owned by Oakmont Apopka Road, LLC, subject to the findings of this staff report.

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

Application: Revised Final Development Plan
Owner: Oakmont Road Property, LLC
Applicant: Oakmont Industrial Group c/o Thomas A. Cobb
Engineer: Highland Engineering, Inc. c/o Jeffery W. Banker, PE
Parcel I.D. No: 17-21-28-5953-01-000
Location: 1349 Ocoee-Apopka Road
Acres: 8.85 +/-



VICINITY MAP



Application: Revised Final Development Plan
Owner: Oakmont Road Property, LLC
Applicant: Oakmont Industrial Group c/o Thomas A. Cobb
Engineer: Highland Engineering, Inc. c/o Jeffery W. Banker, PE
Parcel I.D. No: 17-21-28-5953-01-000
Location: 1349 Ocoee-Apopka Road
Acres: 8.85 +/-

AERIAL MAP



REVISED FINAL SITE DEVELOPMENT PLAN FOR NORTHWEST DISTRIBUTION FACILITY BUILDING C

Site Data Summary and Notes

1. Parcel Identification No.: 17-21-28-5953-01-000
2. Total Property Area: 45.09 Acres (1,964,120 SF)
3. Project Area This Phase: 8.85 Acres (385,530 SF)
4. Zoning: I-1 Restricted Industrial
5. Future Land Use: Industrial
6. Proposed Uses: Office/Warehouse Distribution:

BUILDING #	EMPLOYEES PROJECTED	OFFICE (SF)	WAREHOUSE (SF)	TOTAL (SF)
C	*90	5,000 +/-	144,148 +/-	149,148

- * Total number of employees is projected to be 160, operated by three different shifts. The maximum number of employees on the site for the largest shift is projected to be no more than 90 employees.
- i. The proposed building will be construction type IIB and will be protected with an automatic fire suppression system.
7. Project Phasing: The project will be constructed in 1 phase.
 8. Floor Area Ratio (FAR): 0.60 Max, 0.24 provided this phase plus previous phases.
 9. Site and Building Requirements: City of Apopka's Land Development Code and Development Design Guidelines
 10. Maximum Building Height:
 - a. Maximum: 50 Feet. A variance was approved by the City Land Development Review Board on October 10, 2006.
 - b. Proposed: 40 Feet
 11. Maximum Impervious Coverage: Impervious coverage shall not exceed 80 percent of the total net developable land area.
 - a. Maximum Allowable: 0.80 x 45.09 Acres = 36.07 Acres (80%)
 - b. Impervious From Previous Phases: 15.35 Acres (34%)
 - c. Impervious This Phase: Buildings = 3.42 Acres
Pavement = 4.11 Acres
SubTotal = 7.53 Acres (89%)

Total Impervious = 22.88 Acres (50%)

12. Parking Space Requirements:

BUILDING #	Employees	REQUIRED PARKING	PROVIDED PARKING	REG. HANDICAPPED PARKING	PROVIDED HANDICAP PARKING
C	* 90	** 300	150	6	6

- * The proposed building is a build to suit and constructed to meet a specific use that does not fit the broad application of the parking code used by the City of Apopka for Industrial/Warehouse uses. Therefore a waiver is being requested to base the parking requirements on the number of employees working at the facility. The total number of employees is projected to be 160, operated by three different shifts, with the maximum number of employees on the site for the largest shift, projected to be 90 employees, leaving 60 parking spaces for visitor/guest parking.
- ** Waiver requested

13. All loading and unloading of vehicles will be performed within the limits of the truck courts.
14. Building Setbacks:

Front Yard, Ocoee Apopka Road (CR 437A):	25 feet from Right of Way
Rear Yard, Western Bellway (SR 429):	25 feet
Side Yard:	10 feet
15. Buffer Yards:

Front Yard, Ocoee Apopka Road (CR 437A):	25 feet from Right of Way
Rear Yard, Western Bellway (SR 429):	25 feet from Right of Way
Side Yard:	10 feet
16. Allowable Vehicular Trips: A Traffic Study in accordance with Section 6.02.04 of the City of Apopka Land Development Code has been submitted in conjunction with the prior approved master development plan and was approved by the City of Apopka.
17. Stormwater Management: A master stormwater management facility has been provided onsite to accommodate water quality treatment and attenuation of peak discharge flows prior to discharge according to City of Apopka and Saint Johns River Water Management District criteria.
18. Erosion control will be addressed by the installation of a perimeter silt fence around the project limits.
19. There are no 100 year flood prone areas located on the subject property.
20. Water Service Provider: Apopka Utilities
21. Sewer Service Provider: Apopka Utilities
22. Reclaimed Water Provider: Apopka Utilities
23. Building and site signage shall comply with the City of Apopka's Land Development Code and Development Design Guidelines
24. Site lighting shall comply with City of Apopka's Land Development Code and Development Design Guidelines.
25. Buildings shall comply with the City of Apopka's Land Development Code and Development Design Guidelines.
26. Variance or Waivers Required:

Code#	Code Requirement	V / W	Request	Justification
6.03.02 A	300 spaces	W	Required parking will be based on the number of employees working at the facility during the largest shift.	The proposed use of the facility does not fit the description in the parking code for Industrial/Warehouse uses. The facility will be mostly used mostly for dead storage of materials and will have a maximum of 90 employees working during the largest shift and no services provided directly to the general public. A letter from the occupant has been provided to the City which outlines the number of employees on the largest shift.
5.08.01 C and City of Apopka Development Guidelines Section 4.4	Landscape Island every 20 spaces vs. Landscape Island every 10 spaces	W	Not required for trailer parking/staging	Trailer parking/staging is not specifically addressed by the City of Apopka Code, but the 39 trailer staging spaces provided is a specific requirement of the tenant/occupant. Additionally, landscape Islands provided between trailer staging spaces will become damaged overtime and it is requested that the requirement for no more than 10/20 parking spaces in a row without a landscape Island be waived.
5.08.01 C and City of Apopka Development Guidelines Section 4.4	Landscape Island every 20 spaces vs. Landscape Island every 10 spaces	W	Request that a landscape Island be required every 20 spaces for vehicular parking areas, which is consistent with the code requirements in 5.08.01 C.	The City of Apopka Development Guidelines require no more than 10 spaces without a landscape Island, which conflicts with the criteria specifically addressed by the City of Apopka Code, section 5.08.01C, which requires no more than 20 spaces without a landscape Island. A waiver is hereby requested, due to the Industrial use of the facility and the fact that this facility does not serve the general public. Sufficient landscaping/ buffering is also provided around vehicular use areas to provide screening from public roadways.
5.01.10	Tree / Shrub Irrigation will need to be placed on separate irrigation zones from turf zones	W	Install bubblers on all trees which will be connected to the nearest zone	A waiver is requested to omit a separate zone of independently operated tree bubblers and to provide a more cost effective alternative by providing a tree bubbler at each tree supplied by the nearest irrigation line. This will save approximately 3,000 linear feet of redundant lateral pvc pipe. In addition, the soil backfill additives planted with the tree will aid in new root growth for quicker establishment of the trees. This waiver is a result of a conversation with Robert Elmquist as a supported alternative.

PREPARED FOR OAKMONT INDUSTRIAL GROUP

3520 Piedmont Rd., Suite 100
Atlanta, Georgia 30305
Ph: 404-869-9990
Direct: 404-869-9952
Fax: 404-869-9996
Contact: Thomas A. Cobb

OWNER OF RECORD

OAKMONT APOPKA ROAD LLC
3520 Piedmont Rd., Suite 100
Atlanta, Georgia 30305
Ph: 404-869-9990

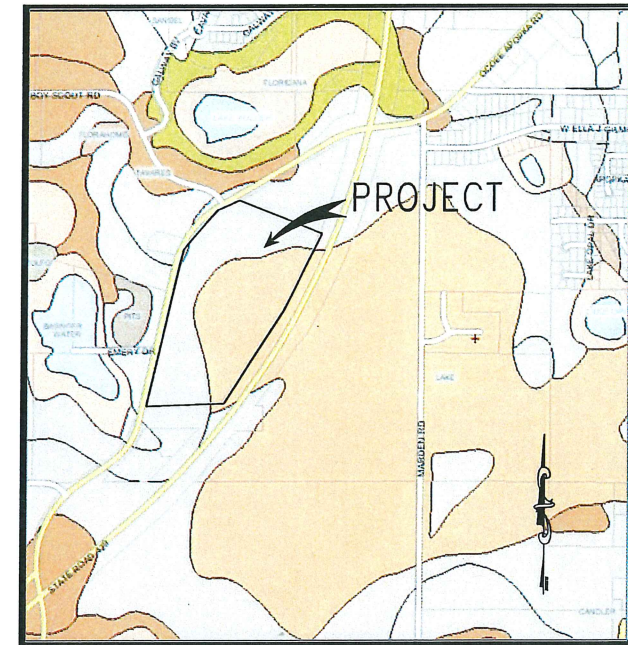
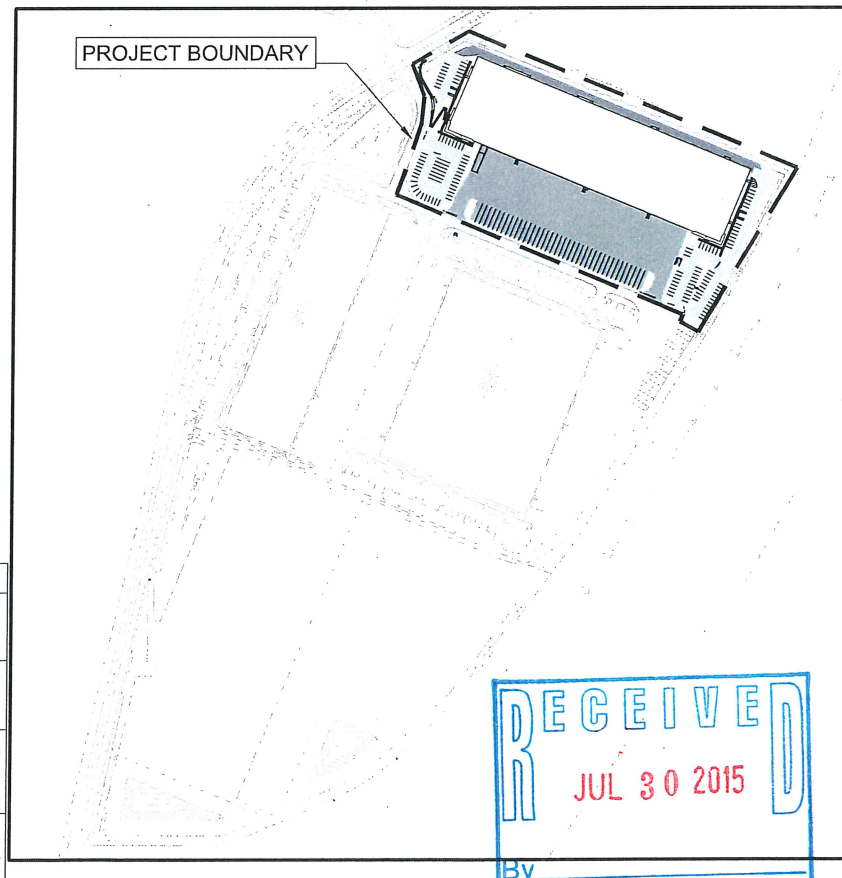
SHEET INDEX

- | | |
|---------|---|
| C-100 | COVER SHEET |
| C-101 | GENERAL NOTES |
| C-102 | EROSION CONTROL PLAN & DEMOLITION PLAN |
| C-200 | SITE PLAN |
| C-201 | SITE PLAN |
| C-300 | GRADING / DRAINAGE PLAN |
| C-301 | GRADING / DRAINAGE PLAN |
| C-302 | CROSS SECTIONS |
| C-400 | UTILITY PLAN |
| C-401 | UTILITY PLAN |
| C-402 | OVERALL UTILITY / FIRE CIRCULATION PLAN |
| C-500 | GENERAL DETAILS |
| L-1,L-2 | LANDSCAPE PLAN |
| L-3,L-4 | LANDSCAPE DETAILS & SPECIFICATIONS |
| L-5 | IRRIGATION DETAILS & SPECIFICATIONS |
| L-6 | PHOTOMETRIC PLAN |
| P-1 | SURVEY |
| 1-5 | BUILDING ELEVATIONS |
| 1-2 | |

POND 3 AND 4 MODIFICATIONS

- | | |
|-------|--|
| C-600 | COVER SHEET |
| C-601 | GENERAL NOTES |
| C-602 | EROSION CONTROL PLAN & DEMOLITION PLAN |
| C-603 | GRADING & DRAINAGE DETAILS |

OVERALL SITE LAYOUT PLAN PARCEL ID #17-21-28-5953-01-000 SEC. 17, TSP 21S, R 28E. APOPKA, FLORIDA

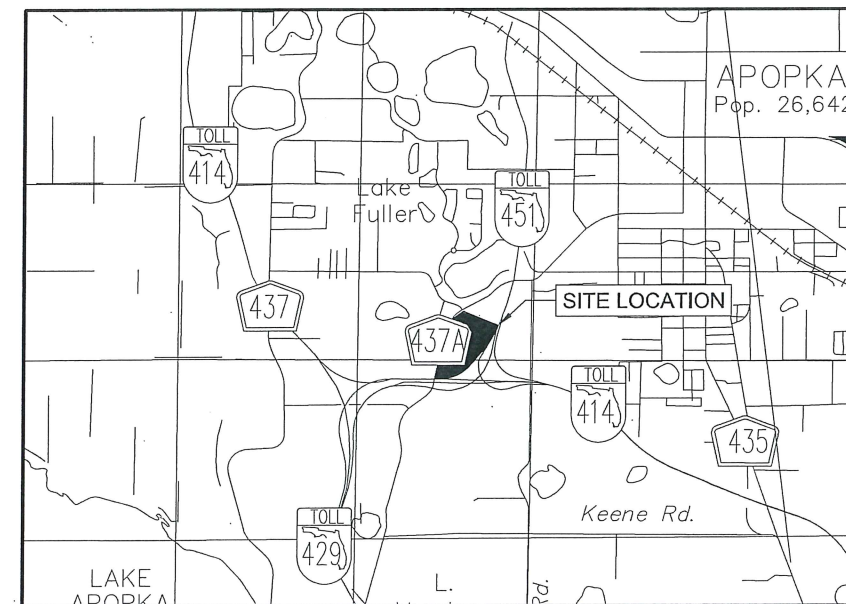


SOILS MAP

LAKE:
THE LAKE SERIES CONSISTS OF EXCESSIVELY DRAINED SOILS THAT FORMED IN SANDY MARINE SEDIMENT.
THE SLOPES RANGE FROM 0 TO 5 PERCENT.
HYDROLOGIC GROUP: A
WATER TABLE: >6.0

CANDLER:
THE CANDLER SERIES CONSISTS OF EXCESSIVELY DRAINED, VERY RAPIDLY PERMEABLE SOILS.
THE SLOPES RANGE FROM 0 TO 12 PERCENT.
HYDROLOGIC GROUP: A
WATER TABLE: >6.0

LOCATION MAP



NORTHWEST DISTRIBUTION CENTER - BUILDING C

COVER SHEET

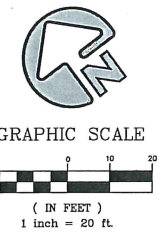
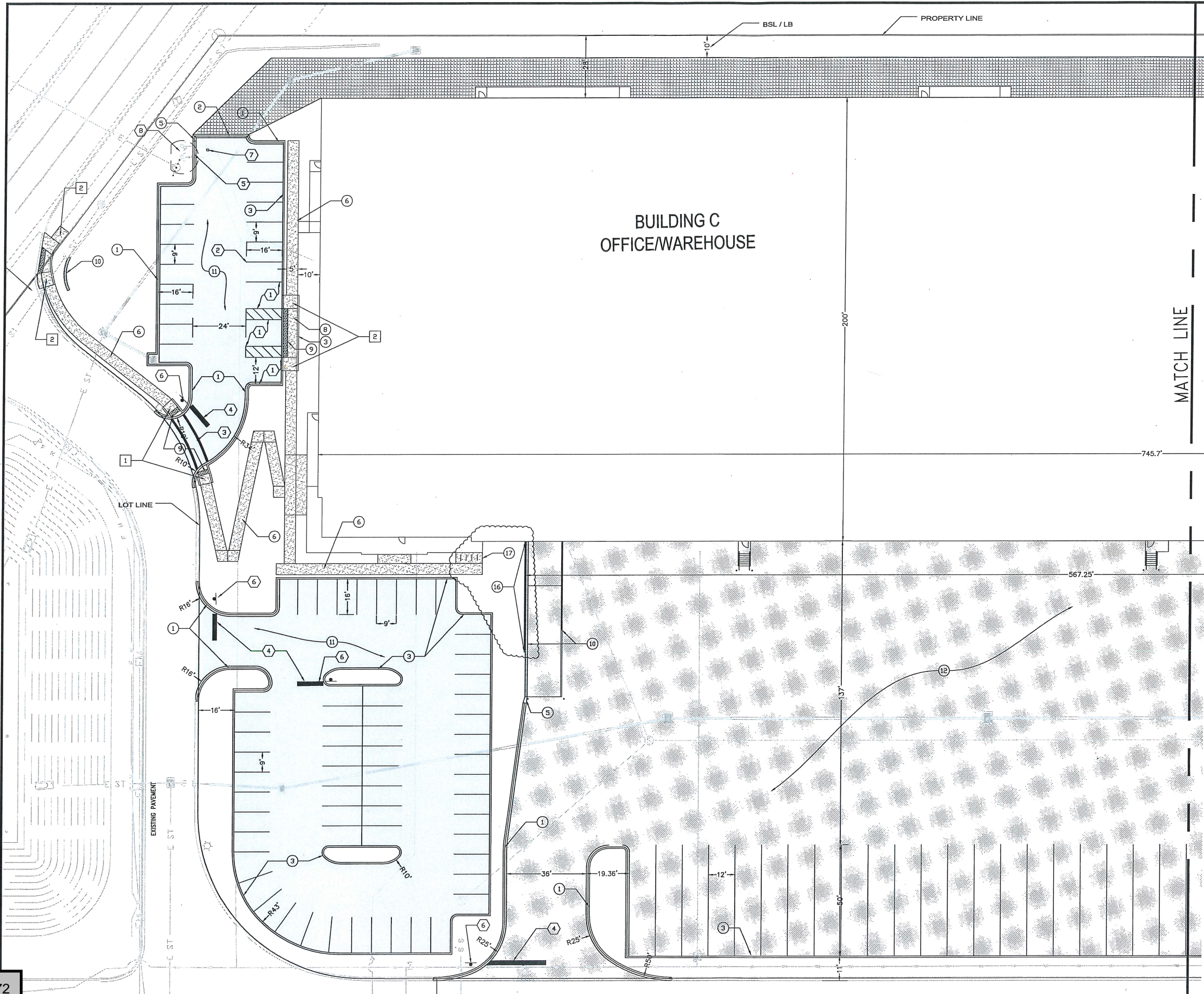
HEI
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ENGINEERING, INC.
79 WEST ELLIANA ST.
ORLANDO, FLORIDA 32836
Office: (407) 275-2877
Fax: (407) 275-7501
CA No. 27612

JOB No.: 016-002
DESIGNED BY: JB
DRAWN BY: DB
APPROVED BY: JB
DATE: 12-1-14
SHEET: C-100

NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

JEFFERY W. BANNER, P.E.
REGISTRATION No. 64122
FLORIDA
DATE: 7/30/2015

REV.	DATE	DESCRIPTION
3	7/30/2015	UPDATED COVER SHEET PER CITY REQUEST
2	6/26/2015	REVISED PER CITY OF APOPKA COMMENTS
1	2/16/2015	REVISED PER CITY OF APOPKA/SRWMD COMMENTS



LEGEND

BSL - BUILDING SETBACK LINE
 LB - LANDSCAPE BUFFER
 RPM - REFLECTIVE PAVEMENT MARKER

	CONCRETE PAVEMENT
	ASPHALT PAVEMENT
	STABILIZED FIRE TRUCK ACCESS
	CONCRETE SIDEWALK

SITE PLAN KEY NOTES

- 1 MODIFIED TYPE "F" CURB
- 2 TYPE "A" CURB
- 3 TYPE "D" CURB
- 4 2' VALLEY GUTTER
- 5 CURB TRANSITION
- 6 STANDARD CONCRETE SIDEWALK
- 7 NOT USED
- 8 FLUSH CONCRETE SIDEWALK
- 9 2' DETECTABLE WARNING STRIP
- 10 RETAINING WALL BY OTHERS
- 11 ASPHALT PAVEMENT
- 12 CONCRETE PAVEMENT (SEE ARCHITECTURAL PLANS)
- 13 NOT USED
- 14 DUMPSTER ENCLOSURE/RETAINING WALL (SEE BLDG PLANS) MUST MEET AT A MINIMUM CITY OF APOPKA STANDARDS
- 15 CONCRETE RAMP (DETAILED WITH BUILDING PLANS)
- 16 8' HIGH X 50' LONG SCREEN WALL (DETAILED WITH BUILDING PLANS)
- 17 BIKE RACK

MISC. KEY NOTES

- 1 HANDICAP RAMP W/ DETECTABLE WARNING (FDOT INDEX 304 CR 22)
- 2 HANDICAP RAMP W/ DETECTABLE WARNING (FDOT INDEX 304 CR 3)

STRIPING AND SIGNAGE KEY NOTES

- 1 HANDICAP PARKING SPACE (6" BLUE)
- 2 PARKING STALL STRIPING (4" WHITE)
- 3 STANDARD CROSS WALK STRIPING (PER FDOT INDEX 17346)
- 4 STOP BAR
- 5 CURB PAINTED YELLOW (30 LF CENTERED ON HYDRANT AND FDC IN ACCORDANCE WITH NFPA 1, CHAPTER 18)
- 6 24" STANDARD INTENSITY STOP SIGN R1-1
- 7 BLUE RPM
- 8 FIRE LANE SIGN

NORTHWEST DISTRIBUTION CENTER - BUILDING C

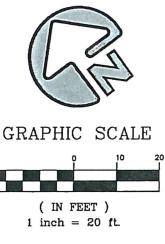
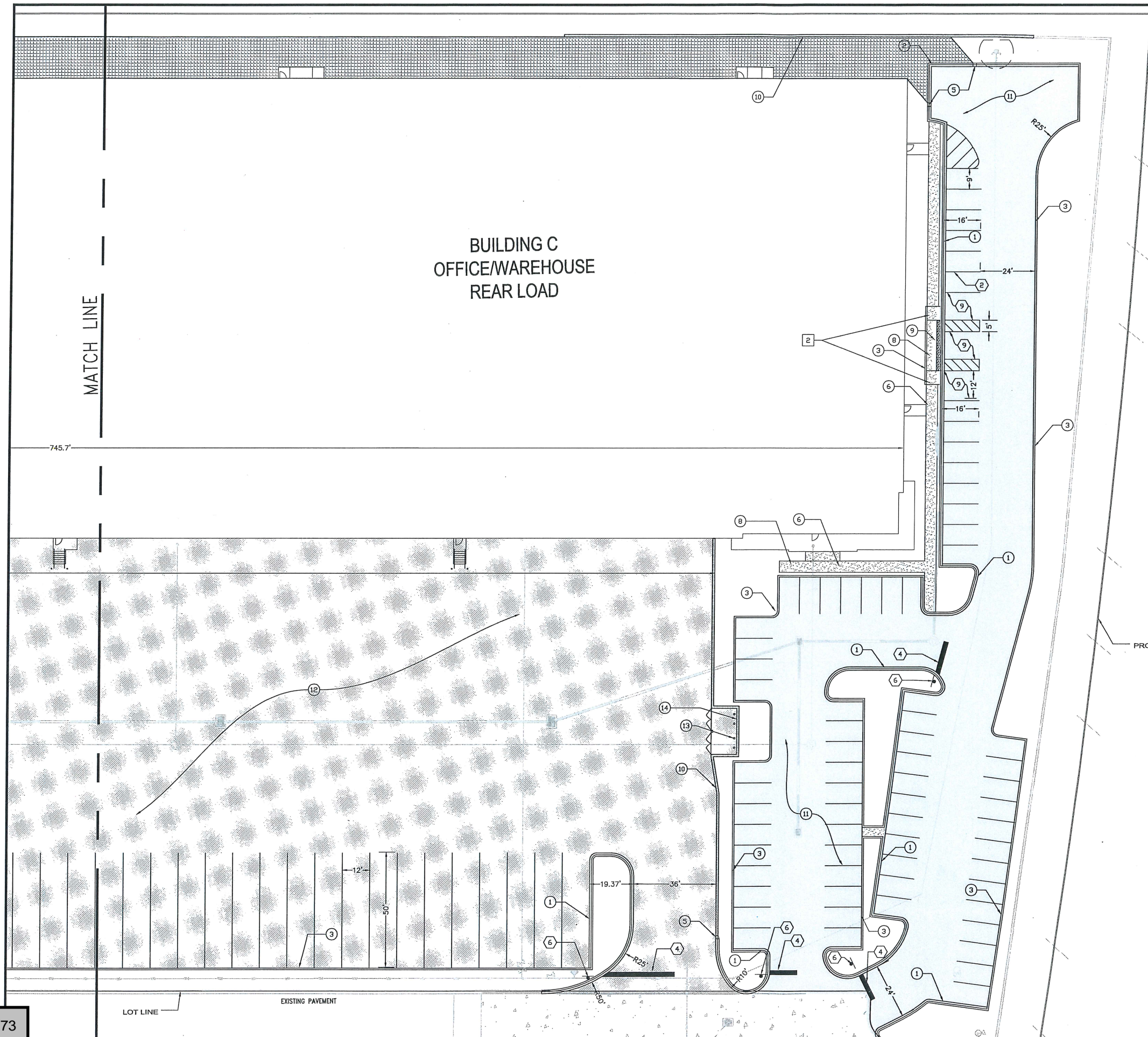
SITE PLAN



JOB No.:	OIG-002
DESIGNED BY:	JB
DRAWN BY:	DB
APPROVED BY:	JB
DATE:	12-1-14
SHEET:	C-200



REV.	DATE	DESCRIPTION	APP'D BY
1	2/16/2015	REVISED PER CITY OF APOPKA COMMENTS	JMB
2	6/26/2015	REVISED PER CITY OF APOPKA COMMENTS	JMB



LEGEND

BSL - BUILDING SETBACK LINE
 LB - LANDSCAPE BUFFER
 RPM - REFLECTIVE PAVEMENT MARKER

	CONCRETE PAVEMENT
	ASPHALT PAVEMENT
	FIRE TRUCK ACCESS PATH
	CONCRETE SIDEWALK

- SITE PLAN KEY NOTES**
- 1 MODIFIED TYPE "F" CURB
 - 2 TYPE "A" CURB
 - 3 TYPE "D" CURB
 - 4 2" VALLEY GUTTER
 - 5 CURB TRANSITION
 - 6 STANDARD CONCRETE SIDEWALK
 - 7 NOT USED
 - 8 FLUSH CONCRETE SIDEWALK
 - 9 2" DETECTABLE WARNING STRIP
 - 10 RETAINING WALL BY OTHERS
 - 11 ASPHALT PAVEMENT (SEE LIGHT AND HEAVY DUTY ASPHALT PAVEMENT DETAILS ON SHEET C601)
 - 12 CONCRETE PAVEMENT (SEE ARCHITECTURAL PLANS)
 - 13 BOLLARD
 - 14 6' HIGH DUMPSTER ENCLOSURE/RETAINING WALL (SEE BLDG PLANS FOR DETAILS, MUST MEET AT A MINIMUM CITY OF APOPKA STANDARD)

- MISC. KEY NOTES**
- 1 OMITTED THIS SHEET
 - 2 HANDICAP RAMP W/ DETECTABLE WARNING (FDOT INDEX 304 CR3)

- STRIPING AND SIGNAGE KEY NOTES**
- 1 HANDICAP PARKING SPACE (6" BLUE)
 - 2 PARKING STALL STRIPING (4" WHITE)
 - 3 STANDARD CROSS WALK STRIPING (PER FDOT INDEX 17346)
 - 4 STOP BAR (SEE DETAIL)
 - 5 CURB PAINTED YELLOW (30 LF CENTERED ON HYDRANT AND FDC IN ACCORDANCE WITH NFPA 1, CHAPTER 18)
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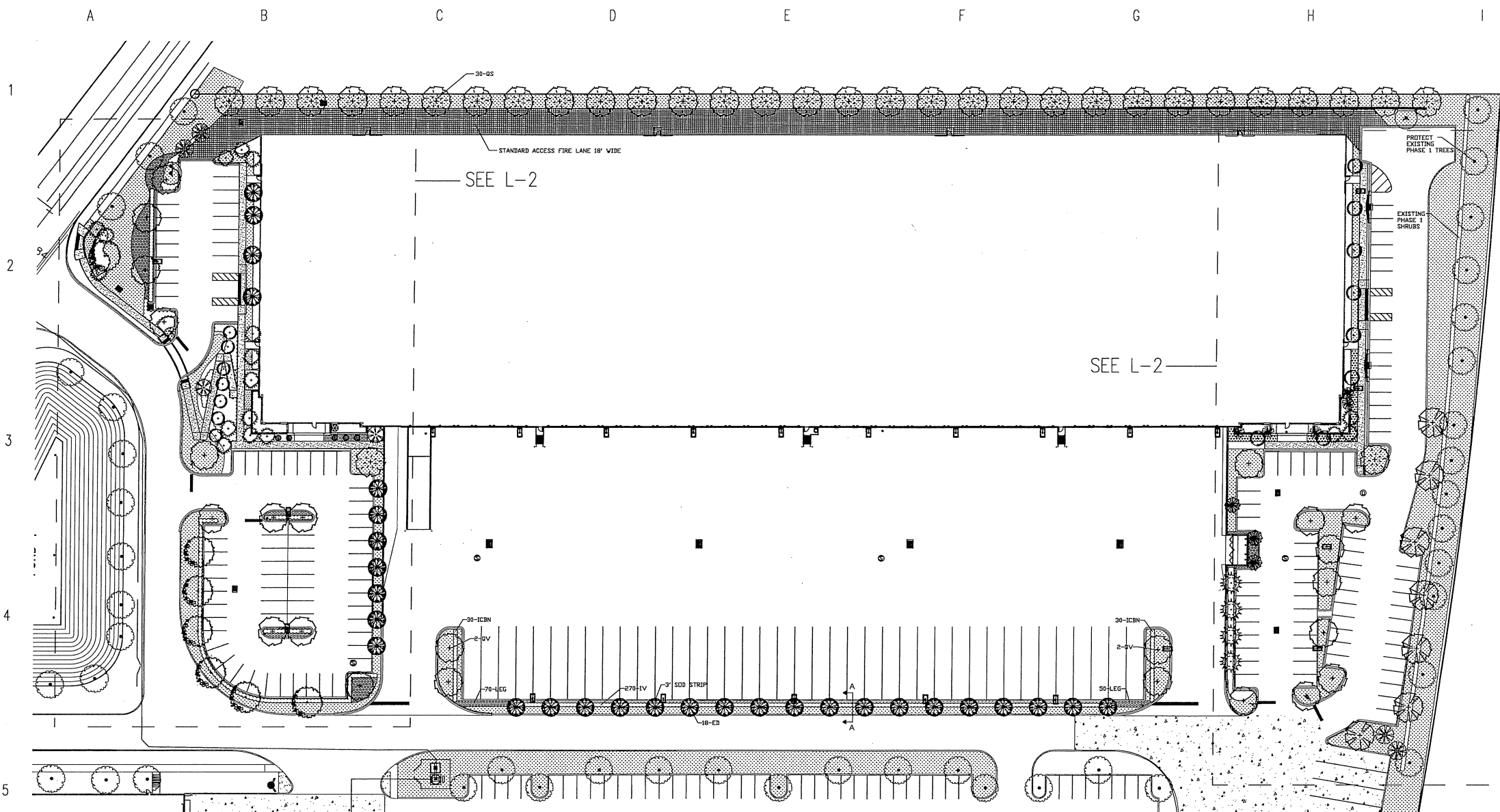
NORTHWEST DISTRIBUTION CENTER - BUILDING C

SITE PLAN

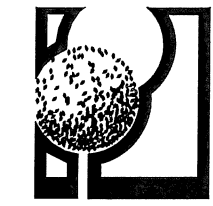
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 Fax: (407) 275-7901
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DESIGNED BY:	JB
DRAWN BY:	DB
APPROVED BY:	JB
DATE:	12-1-14
SHEET:	C-201
No.	64122
JEFFERY W. BANKER, P.E.	REGISTRATION No. 64122
FLORIDA	

REV	DATE	DESCRIPTION
1	2/16/2015	
2	6/26/2015	REVISED PER CITY OF APOPKA COMMENTS
		REVISED PER CITY OF APOPKA/SRWMD COMMENTS



Call before you dig
 It's not just another catchy slogan. It's the law.
 Florida Law Requires Excavators to Notify Owners of Underground Facilities no less than two (2) days prior to excavation.
Sunshine State One Call
 www.callsunshine.com
 1-800-432-4770

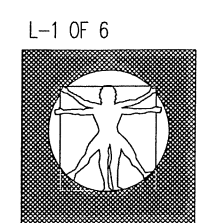


DALE & COMPANY
 651 North Mills Avenue Orlando, Florida 32803 Telephone (407) 864-1317
 Landscape Architecture Analysis Planning

LANDSCAPE PLAN FOR
NORTHWEST DISTRIBUTION CENTER
 CITY OF APOPKA FLORIDA

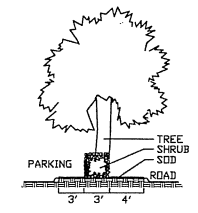
DESIGNED BY: RCD
 DRAWN BY: RSH
 CHECKED BY: RCD
 DATE: 11-14-14

REVISIONS
 1. 01-12-15
 2.
 3.
 4.
 5.
 6.



TOTAL TREE INCHES ON-SITE: 0
 TOTAL NUMBER OF SPECIMEN TREES (24" OR GREATER): 0
 TOTAL NUMBER OF SPECIMEN TREES (24" OR GREATER) REMOVED: 0
 TOTAL NUMBER OF SPECIMEN TREES (24" OR GREATER) RETAINED: 0
 TOTAL TREE INCHES REMOVED: 0
 TOTAL TREE INCHES RETAINED: 55
 TOTAL TREE INCHES REPLACED: 0
 MAXIMUM TREE STOCK FORMULA AND CALCULATIONS: N/A
 TOTAL INCHES POST DEVELOPMENT: 340
 SITE CLEARING AREA IN SQUARE FEET AND ACRES ±8.7 ACRES.

SOD: 30,928.06 SQ. FT. 73.4%
 BEDS: 11,226.75 SQ. FT. 26.6%



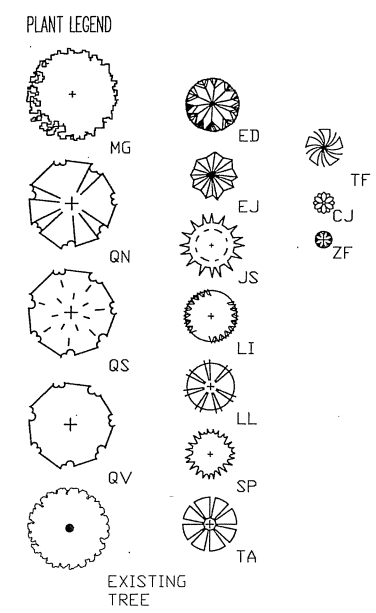
SECTION AA
 SCALE: 1"=10'

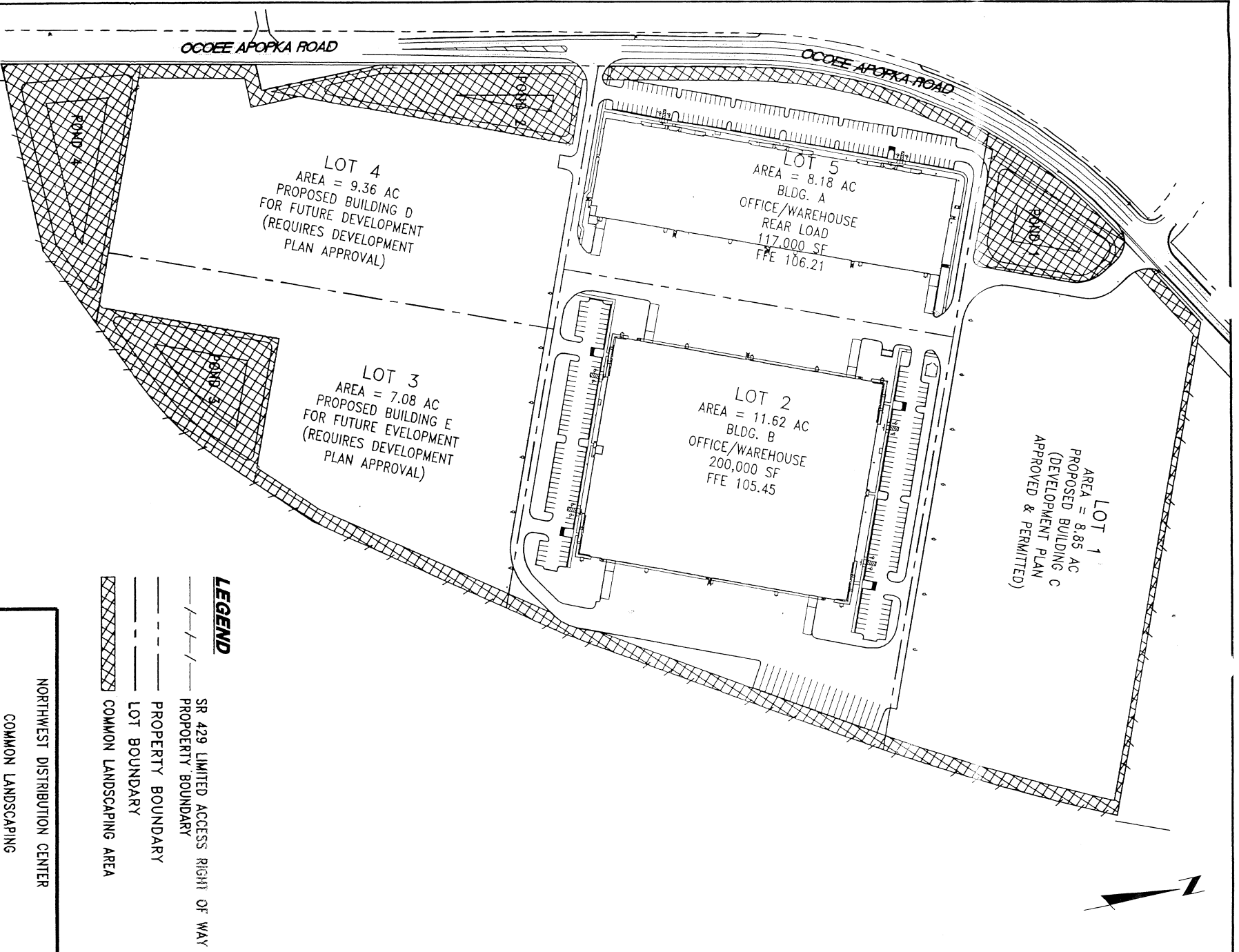
I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

PLANT LIST

KEY	TOTAL	BOTANICAL NAME	COMMON NAME	SIZE, HEIGHT, WIDTH
MG	7	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	2.5" DBH 12'-14' H.
QN	7	QUERCUS NUTTALLI	NUTTALL OAK	2.5" DBH 12'-14' H.
GS	32	QUERCUS SHUMARDII	SHUMARD OAK	2.5" DBH 12'-14' H.
QV	26	QUERCUS VIRGINIANA	WHITE OAK	2.5" DBH 12'-14' H.
CJ	1	CAMELLIA JAPONICA	JAPANESE CAMELLIA	7 GAL.
ED	29	ELAEAGARHUS DECOPIENS	JAPANESE BLUEBERRY	2.5" DBH 10' H.
EJ	3	ERIOBOTRYA JAPONICA	LOQUAT	2.5" DBH 10' H.
JS	4	JUNIPERUS SILICOLA	SOUTHERN RED CEDAR	2.5" DBH 10' H.
LI	15	LAGERSTROEMIA INDICA	GRAPE MYRTLE	12' H. M.T.
LL	2	LIGUSTRUM LUCIDUM	GLOSSY PRIVET	8' H. x 6' SPD. M.T.
SP	17	SABAL PALMETTO	CABBAGE PALMETTO	16'-24' C.T.
TA	4	TABERNAEMONTANA	GOLD TRUMPET TREE	2.5" DBH 10'-12' H.
ZF	5	TRACHYCARPUS FORTUNEI	WINDMILL PALM	7 GAL.
ICBN	86	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	18"-24" H. 30" O.C.
IV	270	ILEX VOMITORIA	YALPON HOLLY	30" H. 30" O.C.
JP	78	JASMIMUM RUBESCENS	STAR JASMINE	24" H. 30" O.C.
LCZ	95	LORAPETALUM CHINENSIS 'ZHOUZHOU'	ZHOUZHOU LORAPETALUM	20"-24" H. 30" O.C.
PM	188	PODOCARPUS MAKI	MAKI PODOCARPUS	30" H. 30" O.C.
RI	178	RHAPHIOLEPSIS INDICA	INDIAN HAWTHORN	12'-15' H. 30" O.C.
VOWC	215	VIBURNUM OBOVATUM 'WHORLED CLASS'	WHORLED CLASS VIBURNUM	12'-15' H. 30" O.C.
VS	43	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	30" H. 30" O.C.
ZF	5	ZAMIA FLORIDANA	COONTIE	15" H. 30" O.C.
LEG	785	LIRIOPE MUSCARI 'EVERGREEN GIANT'	EVERGREEN GIANT LIRIOPE	1 GAL. 18" O.C.
MI	256	MORAEA IRIDIODES	AFRICAN IRIS	1 GAL. 12" O.C.
SB	419	SPARTINA BAKERI	SAND CORN GRASS	1 GAL. 24" O.C.
TAM	685	TRACHELOSPERMUM ASIATICUM 'MINIMA'	DWARF CONFEDERATE JASMINE	1 GAL. 12" O.C.
TAMT	680	TRACHELOSPERMUM ASIATICUM 'MINIMA TRICOLOR'	TRICOLOR DWARF CONFEDERATE JASMINE	1 GAL. 12" O.C.
SOD	AS REQ.	PASPALLUM NOTATUM	COMMON BAHIA GRASS	SOD





LEGEND

- SR 429 LIMITED ACCESS RIGHT OF WAY
- PROPERTY BOUNDARY
- PROPERTY BOUNDARY
- LOT BOUNDARY
- COMMON LANDSCAPING AREA

PEC

PROFESSIONAL ENGINEERING CONSULTANTS, INC.
 engineers planners surveyors

Suite 1560 Eola Park Centre

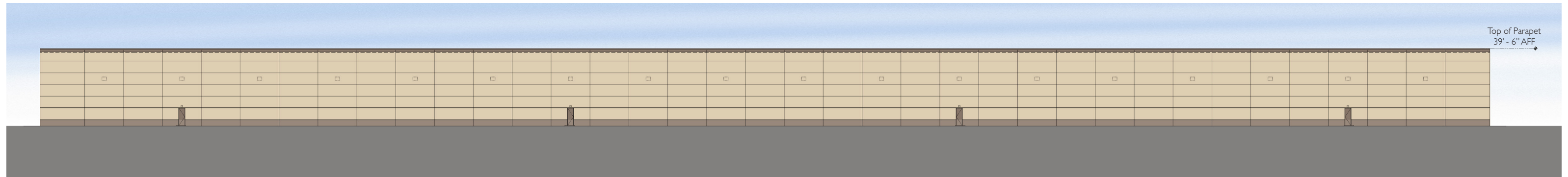
200 East Robinson Street, Orlando, Florida 32801

407/422-8062

JOB No. 016
 DATE 02/

EXHIBIT
K

North Elevation



South Elevation



PRELIMINARY,
FOR REVIEW ONLY

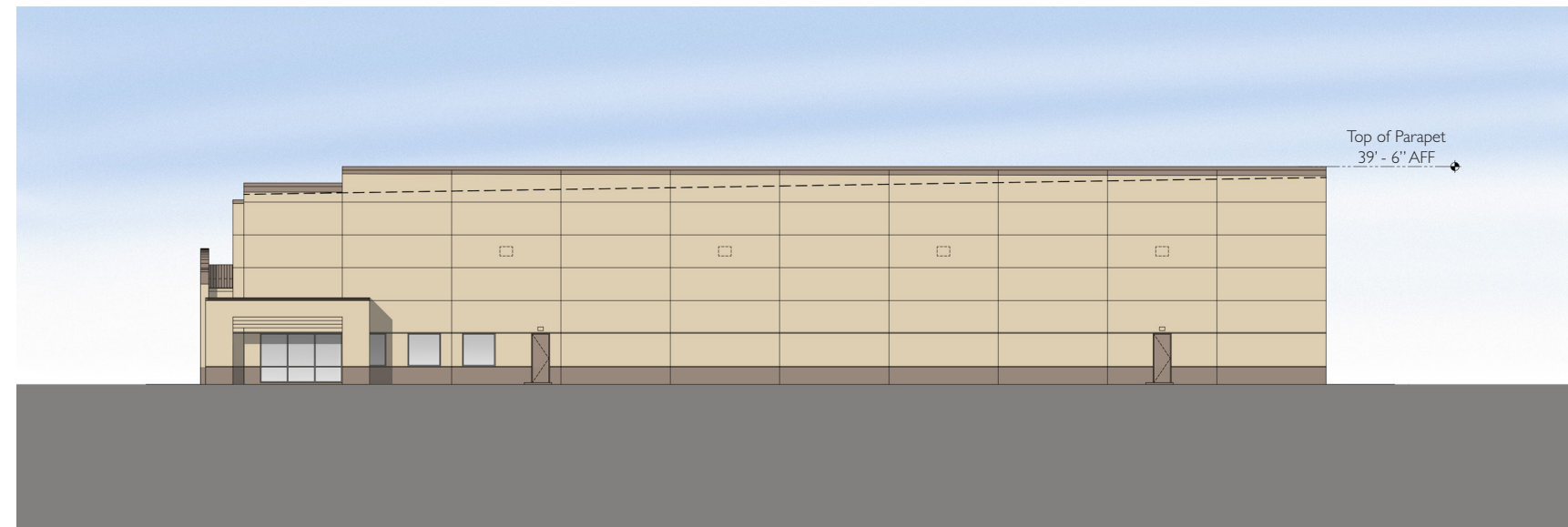
NOT FOR CONSTRUCTION

Exterior Materials

1. Concrete wall panels with medium texture special exterior coating.
2. Window units with grey tinted glazing in clear anodized aluminum framing.
3. Prefinished metal bullnose canopy



East Elevation



West Elevation



PRELIMINARY,
FOR REVIEW ONLY

NOT FOR CONSTRUCTION

Exterior Materials

1. Concrete wall panels with medium texture special exterior coating.
2. Window units with grey tinted glazing in clear anodized aluminum framing.
3. Prefinished metal bullnose canopy



Backup material for agenda item:

1. Authorize the Mayor or his designee to execute the Marden Interchange Agreement to share in the cost of constructing a "half interchange" from the expressway [SR 414] that would connect with Marden Road.

Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Marden Interchange Agreement

MEETING OF: September 2nd, 2015
FROM: Administration
EXHIBITS: Marden Interchange Agreement

SUBJECT: SR 414 HALF INTERCHANGE AT MARDEN ROAD COST SHARING AGREEMENT

Request: DISCUSSION AND ACCEPTANCE OF ENCLOSED AGREEMENT

SUMMARY:

MMI Development is willing to construct a half interchange connecting the SR 414 with Marden Road and is requesting the City of Apopka share in the cost of construction. Enclosed for your review is an agreement that is the result of negotiations between City Staff and the developer that if passed by the Council would allow for sharing of costs.

The agreement sets forth the following obligations and timelines on the part of the City and developer in the spirit of sharing costs:

- ❖ The City would pay toward construction at 90% of construction expenses or \$5,850,000, whichever is less.
- ❖ A one-time payment of \$2,500,000 to be paid to the developer once the half interchange construction is completed and accepted for use by the Expressway Authority. This payment would be made using funds on account in the Transportation Impact Fee Fund. These monies can only be used for construction of new roadways or when traffic capacity is otherwise increased. This would be a proper expenditure of these funds.
- ❖ Transportation Impact Fee Credits would be granted to MMI Development as they complete phases of Marden Ridge. No cash would be exchanged; rather, the total amount of construction costs of the interchange to be shared by the City would just be reduced by the credit(s) received.
- ❖ Other development within the newly created Synthetic Tax Incremental Financing District [TIF] paying Transportation Impact Fees would be transferred to MMI Development to be credited toward the City's shared portion of the interchange. *The new Hospital site is specifically excluded and City shall keep and use all Transportation Impact Fees collected from this project.*
- ❖ Should the Expressway Authority decide to share in the cost of construction, the City's share would be diminished by the same amount as their contribution.
- ❖ Should the Expressway Authority allow a toll gantry to be constructed and further allow the City to share the revenues generated, these monies would also be used to reduce the amount the City would be sharing with the developer.
- ❖ The Cost Share Agreement shall expire at the end of 10 years after ratification by the City Council regardless of whether maximum contribution has been paid to the developer

FUNDING SOURCE:

See above.

RECOMMENDATION ACTION:

Discussion and acceptance of the Cost Share Agreement as presented.

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

PREPARED BY AND RETURN TO:
EDWARD J. FORE, ESQUIRE
1350 N. ORANGE AVENUE, SUITE 260
WINTER PARK, FLORIDA 32789

Tax Parcel I.D. Nos.:

MARDEN ROAD INTERCHANGE COST SHARING AGREEMENT

THIS MARDEN ROAD INTERCHANGE COST SHARING AGREEMENT (the “**Agreement**”), is effective as of the latest date of execution by the parties hereto (the “**Effective Date**”), and is made and entered into by and between **EMERSON POINT ASSOC., LLLP**, a Florida limited liability limited partnership (“**Emerson I**”); **EMERSON POINT PHASE II, LLC**, a Florida limited liability company (“**Emerson II**”) (**Emerson I and Emerson II** collectively referred to as the “**Owners**”, and individually as an “**Owner**”), **EMERSON MMI-INT, LLC**, a Florida limited liability company (“**Owners’ Agent**”), and **THE CITY OF APOPKA, FLORIDA**, a Florida municipal corporation (“**City**” or “**Apopka**”) (**Owners, Owners’ Agent, and the City** are collectively referred to as the “**Parties**” and individually as a “**Party**”).

WITNESSETH:

WHEREAS, Owners are the owners of fee simple title to certain real property shown on the project location map identified as **Composite Exhibit “A”** and more particularly described in **Composite Exhibit “B,”** both of which exhibits are attached hereto and incorporated herein by reference; and

WHEREAS, the Property lies within the City; and

WHEREAS, Owners intend for the Property to be developed as a mixed use project which is anticipated to provide economic benefits to the City (the “**Project**”); and

WHEREAS, Owners and Owners’ Agent have received, or anticipate in the near future receiving approval from the Central Florida Expressway Authority to construct an Interchange pursuant to the terms and conditions of that certain Letter from Joseph A. Berenis to Kevin Knudsen dated July 24, 2014, attached hereto as **Exhibit “C;”** and

WHEREAS, Owners are willing to convey certain portions of the Property to the Central Florida Expressway Authority and/or City to construct or cause to be constructed the Interchange in accordance with plans approved by the Central Florida Expressway Authority, including, potentially, access roads to be owned by the City (if necessary); and

WHEREAS, to encourage Owners to construct the Interchange, the City has agreed to engage in a cost-sharing enterprise with Owners for the Project Costs associated with construction of the Interchange, as provided herein; and

WHEREAS, Apopka desires to improve transportation access in the vicinity of the Property and surrounding areas through the construction of an interchange at Marden Road on Florida State Road 414 (“Expressway”) at the general location depicted on **Exhibit “D”** attached hereto; and

WHEREAS, the Apopka City Council, after reviewing the infrastructure needs of the community, concludes that the interchange will be beneficial in improving transportation in, to and from the City of Apopka; and

WHEREAS, the Apopka City Council finds that the interchange will aid the promotion and development of businesses within the City limits; and

WHEREAS, the Apopka City Council finds that entering into this cost-sharing agreement with Owners is in the best interest of Apopka residents and business owners’ welfare, health and safety.

NOW, THEREFORE, in consideration of the premises, the City and Owners hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

2. **Definitions**. Unless defined elsewhere within this Agreement, the terms set forth below shall have the following meanings when used in this Agreement:

2.1 **Authority** – shall mean the Central Florida Expressway Authority.

2.2 **CRA** – shall mean Community Redevelopment Area as defined in Chapter 163.330, *et al.*, Fla. Stats., as amended from time to time.

2.3 **Initial Contribution** – shall mean a payment by City to Owner’s Agent of up to \$2,500,000 towards City’s maximum cost share in the Project Costs as set forth in Section 5 herein and pursuant to the terms of this agreement.

2.4 **Interchange** – shall refer to all roadway, drainage and other improvements designed, engineered, permitted, approved and constructed in connection with the improvements described in Section 3 herein below and the Interchange Agreement.

2.5 **Interchange Agreement** – shall mean the Marden Road Interchange Agreement to be negotiated between Owners and the Authority consistent with the Letter attached hereto as **Exhibit “C.”**

2.6 **Owners** – shall refer to **EMERSON POINT ASSOC., LLLP**, a Florida limited liability limited partnership and **EMERSON POINT PHASE II, LLC**, a

Interchange Cost Sharing Agreement

Florida limited liability company, and, to the extent provided in Section 11, below, their successors or assigns as the fee Owners of the Property or any Parcel (as hereinafter defined) within the Property.

2.7 Owners' Agent – shall mean **EMERSON MMI-INT, LLC**, a Florida limited liability company, or such other entity as may be designated in writing by Owners from time to time.

2.8 Parcel – shall mean any lot, tract or other portion of the Property on which any building or other structure requiring a City building permit may be constructed.

2.9 Project Area - shall mean certain property shown on the project location map identified as composite **Exhibit "A"** and more particularly described in **Composite Exhibit "B,"** both of which exhibits are attached hereto and incorporated herein by reference.

2.10 Project Costs – shall mean the total cost of the Interchange incurred by Owners' Agent, including the value of any land or drainage easements required to be conveyed by Owners to the Authority for the Project as set forth herein.

2.11 Property – shall mean certain property shown on the project location map identified as composite **Exhibit "A"** and more particularly described in **Composite Exhibit "B,"** both of which exhibits are attached hereto and incorporated herein by reference.

2.12 Road Impact Fee Credits – shall have the meaning set forth in Section 7.1 hereof.

2.13 Road Impact Fees – shall have the meaning set forth in Section 7.1 hereof.

2.14 Termination Date – shall mean ten (10) years following the Trust Fund Commencement Date as referenced in Section 6.1 of this agreement.

2.15 Trust Fund Commencement Date - shall have the meaning set forth in Section 6.1.

3. **Interchange**. Owners' Agent shall complete the design, engineering, permitting and construction of the Interchange pursuant to the terms and conditions of the Interchange Agreement, including the design, engineering, legal, permitting, and construction of any roads, drainage, retention, or other structures related to the construction of the Interchange all as set forth in the Interchange Agreement.

(i) Upon completion of the Interchange the City shall make an Initial Contribution of up to \$2,500,000 towards City's maximum cost share in the Project Costs as set forth in Section 5 herein. The Initial Contribution shall be paid to the Owner's Agent pursuant to the procedures set forth in Section 3(ii) herein.

(ii) As a condition precedent for payment of the Initial Contribution, upon completion of the Interchange (as evidenced by a Certificate of Completion from the Authority), Owners' Agent shall deliver to City and Owners (i) a request for a draw payment, (ii) General Contractor's sworn statements and unconditional waivers of lien, and subcontractors,' material suppliers' and laborers' conditional waivers of lien, covering all work, paid with the proceeds of the prior draw requests, together with such invoices, contracts or other supporting data as the City may reasonably require to evidence that all costs for which disbursement is sought have been incurred, and (iii) evidence that any inspection required by the Authority for the Interchange has been completed with results satisfactory to the Authority. In this regard, the City shall have the right to reasonably inspect all books, records and accounts relating to such work. These books, records and accounts are considered public records and therefore will be available for review by the public upon request. Based upon the available maximum cost share not exceeding \$5,850,000.00, the City shall promptly pay 42.7350% of the total Project Costs supported by the draw request, not to exceed \$2,500,000. Payments shall be made to Owner's Agent within ten (10) days of receipt of the draw request and supporting documentation set forth herein.

(iii) Upon City's payment of the Initial Contribution towards the total Project Costs for the Interchange as calculated above, the Owner shall be eligible to receive additional cost sharing from the City as set forth herein, not to exceed the maximum cost share in the Project Costs as set forth in Section 5 herein.

4. **Dedication of Right of Way and Drainage Easements.** Pursuant to the terms and conditions of the Interchange Agreement, Owners shall (i) dedicate to the Authority such lands owned by Owners as shall be reasonably necessary for the construction of the Interchange and (ii) provide drainage easements to accommodate the stormwater runoff for the Interchange improvements. In consideration thereof, the Project Costs may include (i) the value of the lands transferred by Owners to the Authority for the Interchange and (ii) the value of any lands owned by Owners used to provide drainage easements to the Authority for stormwater runoff for the Interchange improvements. To the extent any drainage ponds are joint use ponds, only the portions of the drainage ponds allocable to the Interchange improvements shall be used for the purposes hereof, it being the intent that the City may not share costs with the Owners for the portions of any joint use drainage ponds not necessary for the Interchange. The amount of any cost share shall be determined at the time of right-of-way or easement dedication based upon (i) mutual agreement of the Owners and the City, or, (ii) the appraised value of the land dedicated for right-of-way or drainage purposes. If desired, Owners and the City agree to acquire an appraisal for the right-of-way and drainage easements to be dedicated, which shall be prepared by an MAI and/or State Certified Appraiser. Owners and City shall split equally the appraisal costs. The Owners or City may, at their option, retain an additional appraisal to ascertain the value of property to be dedicated as right-of-way or drainage easements. Owners and the City agree that, should a conflict arise regarding the fair market value for the right-of-way and drainage easements, independent appraisers selected by the Owners and City shall appoint a third appraiser whose determination shall be conclusive as to the fair market value of the right of way and drainage easements.

5. **Cost Sharing.** The City shall share in the Project Costs from revenues exclusively generated as follows: (i) synthetic tax increment financing for the Property, as provided herein; (ii) Road Impact Fee Credits, as provided herein; (iii) Road Impact Fees from the Surrounding Lands, as provided herein and (iv) 25% of any toll revenue provided to the City by the Authority, as provided herein. The City specifically and expressly does not pledge its general or any other revenue sources to the Project Costs. Total cost sharing may not exceed a maximum contribution by City of \$5,850,000.00. On an annual basis by not later than April 1 of each year, the City shall provide an accounting to the Owner's Agent of the funds available for cost sharing, including information regarding incremental tax increases, Road Impact Fees, any toll revenue received, and the amounts paid to Owner's Agent as set forth herein.

6. **Synthetic Tax Incremental Financing ("STIF").**

6.1 **Establishment of Tax Trust Fund.** The Apopka City Council has adopted Ordinance No. _____ establishing a tax trust fund for the Project Area to be funded by tax increment. The Base Year Value shall be the value set forth for the Marden Road Interchange Project Area in the assessment roll used in connection with the taxation of property shall be the preliminary assessment roll of taxable real property in Orange County, Florida, prepared by the Property Appraiser of Orange County, Florida and certified pursuant to Section 193.122, *Florida Statutes*, reflecting the valuation of real property for purposes of ad valorem taxation for the year in which all Marden Road Interchange improvements are completed as evidenced by a Certificate of Acceptance for said improvements (the "Base Year"). The amount of tax increment shall be determined and appropriated annually by the City, and shall be ninety-five percent (95%) of the difference between:

(i) The City's portion of the amount of ad-valorem taxes levied each year by all taxing authorities, exclusive of any debt service millage, on taxable real property located within the geographic boundaries of the Marden Road Interchange Project Area; and

(ii) The City's portion of the amount of ad-valorem taxes levied by all taxing authorities, exclusive of any debt service millage, on taxable real property located within the geographic boundaries of the Marden Road Interchange Project Area during the Base Year.

6.2 The City shall share in the Project Costs expended by Owners' Agent, in the amount of 50% of any incremental ad valorem taxes received by the City and deposited in the tax trust fund if same is established as set forth in Section 6.1 above until the maximum cost share as set forth in Section 5 above has been paid to Owners' Agent under any of the permissible means of Cost Sharing authorized under this Agreement. The tax trust fund shall be administered by the Mayor or his/her designee, with funds disbursed to Owners' Agent annually by April 1 for a term beginning on the first of January of the year following the establishment of the Base Year, and ending on the Termination Date, not to exceed the maximum cost share as set forth in Section 5 above.

6.3 Pre-Conditions for Payment. As a condition for sharing the Project Costs beyond the Initial Contribution, Owners' Agent shall deliver to City (i) a request to share in Project Cost, (ii) proof of payment of the Project Costs, and (iii) evidence that any inspection required by the Authority for the Interchange has been completed with results satisfactory to the Authority. In this regard, the City shall have the right to reasonably inspect all books, records and accounts relating to such work, and may, at its option, require execution by Owners' Agent and any contractors, subcontractors, laborers and material suppliers of such affidavits, endorsements and releases as City deems necessary. These books, records and accounts are considered public records and therefore will be available for review by the public upon request.

6.4 Change in Law. In the event ad valorem taxes are abolished in Apopka and are replaced with a similar funding mechanism, this Agreement shall remain in full force and effect as to synthetic tax incremental financing, except that the name of the new tax or fee shall automatically be substituted for the term "ad valorem taxes" throughout the text of this Agreement. In such an event, the new tax system shall be established and managed in conformity with the procedures outlined in Section 6.1. Owners' Agent and the City shall meet, in such an event, to determine what modifications, if any, are needed to this Agreement to reflect the then current tax structure for the City relating to the use of taxes related to all or any portion of the Property to share in any remaining Project Costs. The parties shall then work cooperatively to make the appropriate revisions to this Agreement. The new tax system shall follow the same 50% proportionality described in Section 6.2 and shall terminate once the maximum cost share as set forth in Section 5 above has been paid to Owners' Agent, or on the Termination Date.

6.5 Sunset Provision. The tax trust fund shall expire and terminate upon the Termination Date.

7. Impact Fee Credits Capacity Reservation and CRA.

7.1 Allocation of Credits to Project. Commencing with the Effective Date, Owners' Agent shall be entitled to receive transportation impact fee credits pursuant to Section 26-81, Apopka City Code, in an amount not to exceed the maximum cost share set forth in Section 5 above ("**Road Impact Fee Credits**") to offset transportation impact fees otherwise payable for any development within the Property ("**Road Impact Fees**"). In the event an Owner, assignee, successor or assign, desires to obtain building permits for which Road Impact Fees would be payable, Owners' Agent shall provide the City a statement indicating the amount of impact fees that have been determined for the number and type of building permits desired. The City shall provide Road Impact Fee Credits in the amount shown on the statement so provided, the dollar value of which credits shall be applied towards but shall not exceed the maximum cost share as set forth in Section 5 above. The provisions of this Section 7.1 shall automatically expire and terminate on the tenth (10th) anniversary of the Trust Fund Commencement Date after which date Road Impact Fee Credits shall no longer be available to Owner, and successors and assigns.

7.2 Allocation of Road Impact Fees for Property and Surrounding Lands. Commencing with the Effective Date and to the extent Owners' Agent has not received the maximum cost share towards the Project Costs as set forth in Section 5 above, the City shall pay to Owners' Agent any Road Impact Fees received for development of such lands within the vicinity of the Interchange depicted on **Exhibit "E"** attached hereto (the "Surrounding Lands"¹). Payment to the Owners' Agent shall occur within thirty (30) days after the date the City receives payment of such Road Impact Fees from third parties and shall be credited towards the maximum cost share towards the Project Costs as set forth in Section 5 above. Should all or a portion of the Property be sold or transferred from Owners to another party and such subsequent owner does not receive from Owners' Agent Impact Fee Credits as provided in Section 7.1, the portion of the property no longer owned by the Owners shall be treated as Surrounding Lands within this provision.

7.3 Change in Law. In the event Road Impact Fee collections pursuant to Chapter 26-72, *et al.*, are abolished in Apopka and are replaced with a Transportation Mobility Fee or similar fee relating to the use of capacity on the City's road network, this Agreement shall remain in full force and effect as to credits, except that the name of the new fee shall automatically be substituted for the term "Impact Fees" throughout the text of this Agreement. The Parties acknowledge that a Transportation Mobility Fee may include components for pathways and/or transit operations that are not included as part of the impact fee formula. Notwithstanding that circumstance, the Transportation Mobility Fee shall be used dollar for dollar in the same manner that Impact Fees are used under the terms of this Agreement. The City acknowledges that the provisions of this Agreement may vary from the Transportation Mobility Fee use and structure applicable to other property owners in the City.

7.4 Capacity Reservation. In the event the Owners proceed with the construction of the Interchange and related improvements, the Owners shall be entitled to a capacity reservation for the development of the Project pursuant to Section 4.04.02 of the City Code, without paying any additional consideration, other than the construction of the Interchange. The capacity reservation shall run with the land from the date hereof for the representative scope of development set forth on **Exhibit "F"** attached hereto, and ending on the Termination Date. All capacity reservation costs, if any, are to be applied only to Project Costs up to the maximum cost share as set forth in Section 5 above. However nothing herein shall vest Owners or Owners' Agent with any right to build any of the units or commercial square footages indicated on **Exhibit "F,"** and all such improvements are and will otherwise be subject to all of City's codes and approval processes.

7.5 Toll Collection. The City may request that the Authority place a toll booth at the Interchange or otherwise petition the Authority to seek toll revenue for the City from the Interchange. To the extent Owners' Agent has not received the maximum

¹ The parties expressly agree that transportation impact fees from properties owned by Florida Hospital or its affiliated entities shall not be included in the cost share funds available to Owners under this agreement.

available cost share of the Project Costs as set forth in Section 5 above, the City shall pay to Owners' Agent 25% of toll revenue received by the City from the Interchange or from the Authority in connection therewith which sums shall be credited towards the Project Costs not to exceed the maximum cost share as set forth in Section 5 above. However should the Authority agree to accept the ramps into its system for future maintenance, the City shall have no obligation to seek any portion of toll revenues from the Authority.

7.6 CRA. The City may also seek to establish a CRA for the Property, which may include surrounding areas to address transportation or other blight as provided by Florida Statutes. To the extent the City establishes a CRA which includes all or any part of the Property, funding available from the CRA may proportionally be applied to satisfying the maximum cost share as set forth in Section 5 above.

7.7 Expiration. On the Termination Date, all obligations of the City to the Owners and the Owners' Agent hereunder shall terminate.

8. Design, Construction and Funding of Interchange

8.1 Design. Owners' Agent shall commence permitting, design and engineering for the Interchange pursuant to consulting contracts and budgets reviewed and approved by the Authority for improvements under the jurisdiction of the Authority and the City for improvements under the jurisdiction of the City, if any.

8.2 Budget. Attached hereto as Exhibit "G" is the preliminary budget for the direct and indirect costs of the Interchange based upon an engineer's opinion of cost, not on actual bids submitted by qualified contractors. Such Budget may be modified from time to time by mutual agreement of the parties hereto.

8.3 Construction. Prior to construction of the Interchange, Owners' Agent shall obtain all applicable permits and final construction plan approval from the Authority. The Interchange shall be constructed according to the terms and conditions of the Interchange Agreement. The City's approval may not be required for any improvement under the jurisdiction of the Authority, but Owners' Agent shall keep the City fully informed as to the status of the Interchange improvements. Owners' Agent shall obtain the approval of the City for any improvements within the jurisdiction of the City. The City shall reasonably cooperate with Owner for approval of such improvements, if any, within the jurisdiction of the City, which at this time is anticipated to be joint use drainage ponds upon the Property.

8.4 Funding. The funding of all permitting, design, legal, engineering and construction costs relating to each phase or phases of the Interchange undertaken by Owners' Agent pursuant to this Agreement shall be the responsibility of Owners' Agent.

8.5 Roadway Landscaping Maintenance. The Parties acknowledge that any roadway constructed by Owners' Agent pursuant to this Agreement may include a substantial amount of landscaping, including irrigation. Owners' Agent, or a successor in interest, shall maintain said roadway landscaping for the benefit of the

Project. Accordingly, upon completion of construction of any required roadway hereunder, at Owners' Agent's request, the Parties shall enter into a right-of-way utilization agreement providing for Owners or Owners' Agent or its successors to maintain all landscaping improvements constructed within said road rights-of-way, if applicable.

8.6 Street Lighting. To the extent any improvements pursuant to this Agreement include street lighting, the Parties shall cooperate in the formation of a City municipal service benefit unit for the Property to maintain the annual cost of such street lighting not maintained by the Authority.

9. Owners' Agent. Owners shall designate an agent to exercise any of Owners' rights under this Agreement and any of the other related matters including but not limited to (i) receipt of Road Impact Fee Credits and (ii) receipt of the tax trust fund funds, or (iii) other cost sharing mechanisms from the City for Project Costs. Owners hereby designate **EMERSON MMI-INT, LLC**, a Florida limited liability company, as its Owners' Agent. The City may rely upon any and all directions from the Designated Agent on behalf of the Owners unless and until such time as Owners either remove the Owners' Agent or appoint a successor. Notwithstanding any sale of all or any portions of the Property, Owners shall retain entitlement to cost sharing of the Project Costs with the City (via Owner's Agent), potential allocation of Road Impact Fee Credits, or any other rights and benefits pursuant to this Agreement, unless and until Owners or Owners' Agent provide the City written notice of an assignment of all or any such rights to a third party or third parties.

10. Notice. Any notice or other communication permitted or required to be given hereunder by one Party to the other shall be in writing and shall be either (i) hand delivered, or (ii) sent by electronic transmission with proof of electronic transmission retained by the sending Party, or (iii) sent by reputable private courier service (e.g., Federal Express, Express Mail, Airborne, United Parcel Service, or Emery Air), or (iv) mailed by registered or certified U.S. mail, postage prepaid, return receipt requested, to the Party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such Party, to wit:

As to Emerson I :

Emerson Point Assoc., LLLP
Attn: Michael Wright
1350 N. Orange Ave, Suite 250
Winter Park, FL 32789
Phone: (407) 385-0664
Email: mike@MMI.com

With a Copy to:

Ted B. Edwards, Esquire
Law Office of Ted B. Edwards, P.A.
1350 Orange Ave, Suite 260
Winter Park, FL 32789
Phone: (407) 340-9284

Email: TEdwards@TEdwardslaw.com

As to Emerson II:

Emerson Point Phase II, LLC
Attn: Michael Wright
1350 N. Orange Ave, Suite 250
Winter Park, FL 32789
Phone: (407) 385-0664
Email: mike@MMI.com

With a Copy to:

Ted B. Edwards, Esquire
Law Office of Ted B. Edwards, P.A.
1350 Orange Ave, Suite 260
Winter Park, FL 32789
Phone: (407) 340-9284
Email: TEdwards@TEdwardslaw.com

As to MMI-INT:

Emerson MMI-INT, LLC
Attn: Michael Wright
1350 N. Orange Ave, Suite 250
Winter Park, FL 32789
Phone: (407) 385-0664
Email: Bill@MMI.com

With a Copy to:

Ted B. Edwards, Esquire
Law Office of Ted B. Edwards, P.A.
1350 Orange Ave, Suite 260
Winter Park, FL 32789
Phone: (407) 340-9284
Email: TEdwards@TEdwardslaw.com

As to City of Apopka:

The City of Apopka
120 East Main Street
Apopka, Florida 32703
Phone: (407) 703-1700
Email: girby@apopka.net

With a Copy to:

Clifford B. Shepard, Esquire
Shepard, Smith & Cassady, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751
Phone: (407) 622-1772
Email: cshepard@shepardfirm.com

11. **Covenants Running with the Land.** This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and detriment of the legal representatives, successors, and assigns of Owners and any person, firm, corporation, or other entity that may become the successor in interest to the Property or any Parcel. Notwithstanding the foregoing, however, the authority to instruct City to provide any Road Impact Fee Credits or receive cost-sharing of Project Costs shall remain with Owners via Owners' Agent, as provided herein, unless expressly assigned in writing to another party by Owners' Agent, and then only to the extent of such assignment.

12. **Limitation of Remedies.** City and Owners expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

12.1 **Limitations on City's remedies.** Upon any failure by Owners or Owners' Agent to perform its obligations under this Agreement, City shall be limited strictly to only the following remedies:

- (a) action for specific performance or injunction; or
- (b) the right to set off, against the amounts of Project Costs to be shared by the City pursuant to the terms and conditions of this Agreement, the cost to City of performing any action or actions required to be done under this Agreement by Owners, but which Owners have failed or refused to do when required; or
- (c) any combination of the foregoing.

12.2 **Limitations on Owners' remedies.** Upon any failure by City to perform its obligations under this Agreement, Owners or Owners' Agent shall be limited strictly to only the following remedies:

- (a) action for specific performance or writ of mandamus; or
- (b) action for injunction; or
- (c) action for declaratory judgment regarding the rights and obligations of Owners and Owners' Agent; or
- (d) any combination of the foregoing.

The Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both Parties expressly agree that each Party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Interchange Cost Sharing Agreement

13. **Recordation of Agreement.** An executed original of this Agreement shall be recorded, at Owners' expense, in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date.

14. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

15. **Further Documentation.** The Parties agree that at any time following a request therefor by the other Party, each shall execute and deliver to the other Party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either Party hereunder and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

CITY OF APOPKA, FLORIDA

By: Apopka City Council

By: _____
Joseph E. Kilsheimer, Mayor

Date: _____

ATTEST: Linda F. Goff
As Clerk of the City of Apopka

By: _____
City Clerk

Interchange Cost Sharing Agreement

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Joseph E. Kilsheimer, as Mayor of the **CITY OF APOPKA, FLORIDA**, a Florida municipal corporation. He/she is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“EMERSON I”

EMERSON POINT ASSOC., LLLP a
Florida limited liability limited partnership

Print Name: _____

By: _____

Print Name: Michael E. Wright

Title: General Partner

Print Name: _____

Date: _____

Interchange Cost Sharing Agreement

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Michael E. Wright, as General Partner for EMERSON POINT ASSOC., LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Interchange Cost Sharing Agreement

Witnesses:

“EMERSON II”

EMERSON POINT PHASE II, LLC a
Florida limited liability company

Print Name: _____

By: _____

Print Name: Michael E. Wright

Title: Manager

Print Name: _____

Date: _____

Print Name: _____

By: _____

Print Name: Mary L. Demetree

Title: Manager

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Michael E. Wright, as Manager for **EMERSON POINT PHASE II, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Mary L. Demetree, as Manager for **EMERSON POINT PHASE II, LLC**, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

“OWNERS’ AGENT”

Witnesses:

Interchange Cost Sharing Agreement

EMERSON MMI-INT, LLC a Florida
limited liability company

Print Name: _____

By: _____

Print Name: Michael E. Wright

Title: Manager

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Michael E. Wright, as Manager for **EMERSON MMI-INT, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Signature of Notary Public

Typed name of Notary Public

Composite Exhibit "A" Project Location Map



Composite Exhibit "B"
Property Legal Descriptions

Emerson Point (Emerson 1) Legal Description

A parcel of land lying in Sections 17 and 20, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of EMERSON PARK, according to the Plat thereof, as recorded in Plat Book 68, Pages 1 through 17, of the Public Records of Orange County, Florida, also being a point on the Westerly right of way line of Marden Road; thence run North 00 degrees 15 minutes 45 seconds East along said Westerly right of way line for a distance of 867.57 feet to the POINT OF BEGINNING; thence departing said Westerly right of way line run the following courses and distances; North 79 degrees 21 minutes 18 seconds West for a distance of 250.77 feet; thence run North 76 degrees 57 minutes 36 seconds West for a distance of 271.66 feet to a point on a non tangent curve concave Northeasterly and having a radius of 750.00 feet; thence from a tangent bearing of North 69 degrees 25 minutes 55 seconds West run Northwesterly along said curve through a central angle of 26 degrees 46 minutes 44 seconds for an arc distance of 350.53 feet to a point on a non tangent curve concave Northeasterly and having a radius of 725.00 feet; thence from a tangent bearing of North 38 degrees 02 minutes 17 seconds West run Northwesterly along said curve through a central angle of 27 degrees 58 minutes 31 seconds for an arc distance of 353.99 feet to a point on a non tangent curve concave Easterly and having a radius of 1500.00 feet; thence from a tangent bearing of North 01 degrees 44 minutes 32 seconds West run Northerly along said cure through a central angle of 20 degrees 26 minutes 35 seconds for an arc distance of 535.20 feet to a point of tangency; thence run North 18 degrees 42 minutes 03 seconds East for a distance of 159.98 feet to a point on the Easterly right of way line of County Road 429 (Western Beltway) per Order of Taking recorded in Official Records Book 5442, Page 3947, of the Public Records of Orange County, Florida, also being a point on a non tangent curve concave Northwesterly and having a radius of 7829.44 feet; thence from a tangent bearing of North 24 degrees 29 minutes 43 seconds East run Northeasterly along said Easterly right of way line and said curve through a central angle of 5 degrees 02 minutes 40 seconds for an arc distance of 689.30 feet; thence continuing along said Easterly right of way line run North 13 degrees 07 minutes 16 seconds East for a distance of 205.68 feet to a point on a non tangent curve concave Northwesterly and having a radius of 7809.44 feet; thence from a tangent bearing of North 17 degrees 57 minutes 03 seconds East run Northeasterly along said curve through a central angle of 3 degrees 51 minutes 29 seconds for an arc distance of 525.85 feet to a point on the Southerly right of way line of County Road 437-A (Ocoee Apopka Road) per Official Records Book 5442, Page 3947, of aforesaid Public Records of Orange County, Florida; thence departing aforesaid Easterly right of way line run North 80 degrees 33 minutes 42 seconds East along said Southerly right of way line for a distance of 196.20 feet; thence continuing along said Southerly right of way line run North 75 degrees 23 minutes 21 seconds East for a distance of 182.73 feet to a point on aforesaid Westerly right of way line of Marden Road; thence departing said Southerly right of way line run South 00 degrees 08 minutes 34 seconds West for a distance of 2270.18 feet; thence continuing along said Westerly right of way line run South 00 degrees 15 minutes 45 seconds West for a distance of 452.54 feet to aforesaid POINT OF BEGINNING.

Interchange Cost Sharing Agreement

LEGAL DESCRIPTION OF PROPERTY EMERSON 2 PROPERTY

PARCEL 1:

A parcel of land located in the NW 1/4 of Section 21, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 21; thence S88°57'30"E along the North line of said NW 1/4, a distance of 30.00 feet to a point on the Easterly right-of-way line of Marden Road (60-foot right-of-way), said point being the Point of Beginning;

Thence continuing along the North line of said NW 1/4, S88°57'30"E along the North line of said NW 1/4, a distance of 1304.19 feet to the Northeast corner of the NW 1/4 of said NW 1/4; thence leaving the North line of said NW 1/4, S0°25'10"W along the East line of the NW 1/4 of said NW 1/4 a distance of 1275.71 feet to a point on the Northerly right-of-way line of Harmon Road Extension; thence leaving the East line of the NW 1/4 of said NW 1/4, N89°22'05"W along the Northerly right-of-way line of said Harmon Road Extension, a distance of 332.65 feet to a point; thence leaving the Northerly line of Harmon Road Extension, S0°25'10"W a distance of 30.00 feet to a point on the South line of the NW 1/4 of said NW 1/4; thence N89°22'05"W along the South line of the NW 1/4 of said NW 1/4, a distance of 967.87 feet to a point in the Easterly right-of-way line of said Marden Road; thence leaving the South line of the NW 1/4 of said NW 1/4, N0°15'45"E along the Easterly right-of-way line of said Marden Road, a distance of 1315.05 feet to the Point of Beginning.

LESS AND EXCEPT the West 30 feet for road right of way per Deed Book 543, Page 3, Public Records of Orange County, Florida.

ALSO LESS AND EXCEPT therefrom Parcels 229, conveyed to OOCEA in Official Records Book 8914, Page 4223, and Parcel 229A conveyed to OOCEA in Official Records Book 9038, Page 3272, Public Records of Orange County, Florida, more particularly described as follows:

Parcel 229

A tract or parcel of land being a portion of the Northwest 1/4 of Section 21, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of said Section 21 (railroad spike with "X" cut as now exist); thence S88°57'29"E, along the North line of said Northwest 1/4, for a distance of 30.00 feet to the Eastern right of way line of Marden Road, as described in Official Records Book 829, Page 94, of the Public Records of Orange County, Florida; thence S00°15'48"W, along said Eastern right of way line, for a distance of 469.38 feet to the POINT OF BEGINNING being a point on a non-tangent curve; thence, departing said Eastern right of way line, Easterly 494.88 feet along the arc of a curve concave Southerly having a radius of 4360.00 feet, a central angle of 06°30'12" and a chord bearing of S81°10'07"E; thence S70°08'59"E for a distance of 589.24 feet to the point of curvature; thence Southeasterly 276.78 feet along the arc of a curve concave Southwesterly having a radius of 4320.00 feet, a central angle of 03°40'15" and a chord bearing of S68°18'51"E, to the intersection with the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 21; thence S00°25'16"W, along said East line, for a distance of 451.76 feet to the intersection with the North right of way line of Harmon Road Extension, as recorded in Deed Book 785, Page 88 of the Public Records of Orange County, Florida; thence, departing said East line,

Interchange Cost Sharing Agreement

N89°22'08"W, along said North right of way line, for a distance of 332.66 feet; thence, continuing along the right of way line of Harmon Road Extension, S00°22'53"W for a distance of 30.00 feet to the intersection with the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 21; thence, departing said right of way line of Harmon Road Extension, N89°22'08"W, along said South line, for a distance of 392.14 feet; thence, departing said South line, N00°15'48"E for a distance of 365.68 feet to a point on a non-tangent curve; thence Northwesterly 566.96 feet along the arc of a curve concave Southwesterly having a radius of 3980.00 feet, a central angle of 08°09'43" and chord bearing of N79°34'00"W, to a point on a non-tangent curve; thence, Westerly 18.18 feet along the arc of a curve concave Southerly having a radius of 1223.14 feet, a central angle of 00°51'07" and a chord bearing of N88°00'03"W, to the intersection with aforesaid Eastern right of way line of Marden Road; thence N00°15'48"E, along said Eastern right of way line, for a distance of 383.15 feet to the POINT OF BEGINNING.

and

Parcel 229A:

A tract or parcel of land being a portion of the Northwest 1/4 of Section 21, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of said Section 21 (railroad spike with "X" cut as now exists); thence S88°57'29"E, along the North line of said Northwest 1/4, for a distance of 30.00 feet to the Eastern right-of-way line of Marden Road, as described in Official Records Book 829, Page 94 of the Public Records of Orange County, Florida; thence departing said North line, S00°15'48"W, along said Eastern right-of-way line, for a distance of 852.53 feet to the Point of Beginning being a point on a non-tangent curve; thence, departing said Eastern right-of-way line, Easterly 18.18 feet along the arc of a curve concave Southerly having a radius of 1223.14 feet, a central angle of 00°51'07" and a chord bearing of S88°00'03"E to a point on a non-tangent curve; thence Southeasterly 566.96 feet along the arc of a curve concave Southwesterly having a radius of 3980.00 feet, a central angle of 08°09'43" and a chord bearing of S79°34'00"E; thence S00°15'48"W for a distance of 365.68 feet to a point on the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 21; thence, N89°22'08"W along said South line for a distance of 575.77 feet to a point on the aforesaid Eastern right-of-way line of Marden Road; thence, departing said South line, N00°15'48"E along said Eastern right-of-way line for a distance of 462.56 feet to the Point of Beginning.

PARCEL 2:

The Northeast quarter of the Northwest quarter of Section 21, Township 21 South, Range 28 East, Orange County, Florida, together with the South half of the Southeast quarter of the Southwest quarter of Section 16, Township 21 South, Range 28 East.

LESS AND EXCEPT the East 30 feet for road right of way per Official Records Book 30, Page 57, Public Records of Orange County, Florida, and the South 30 feet for road right of way per Deed Book 785, Page 113, Public Records of Orange County, Florida.

ALSO LESS AND EXCEPT therefrom Parcel 237 conveyed to OOCEA by Warranty Deed recorded in Official Records Book 9038, Page 3272, Public Records of Orange County, Florida, more particularly described as follows:

Interchange Cost Sharing Agreement

A tract or parcel of land being a portion of the Northwest 1/4 of Section 21, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 21 (6"x6" concrete monument as now exist); thence N88°57'29"W, along the North line of said Northwest 1/4, for a distance of 30.00 feet to the Western right of way line of S. Hawthorne Avenue, as described in Official Records Book 30, Page 57, of the Public Records of Orange County, Florida; thence, departing said North line, S00°34'53"W, along said Western right of way line, for a distance of 1296.35 feet to the South line of the Northeast 1/4 of the Northwest 1/4 of Section 21; thence departing said Western right of way line, N89°22'08"W along said South line for a distance of 447.69 feet to the Point of Beginning; thence, continuing N89°22'08"W along said South line for a distance of 852.86 feet to the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 21; thence, departing said South line, N00°25'16"E, along said West line, a distance of 481.76 feet to a point on a non-tangent curve; thence departing said West line, Southeasterly 983.18 feet along the arc of a curve concave Southwesterly having a radius of 4320.00 feet, a central angle of 13°02'23" and a chord bearing of S59°57'32"E to the Point of Beginning.

Exhibit "C"
Berenis to Knudson Letter of July 24, 2014

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 24, 2014

Mr. Kevin Knudsen, P.E.
Project Manager
Dewberry | Bowyer-Singleton
520 South Magnolia Avenue
Orlando, Florida 32801

**RE: Interchange Justification Report
SR 414 at Marden Road
Review of May 2014 Submittal**

Dear Mr. Knudsen:

The Central Florida Expressway Authority (CFX) staff has reviewed your May 2014 Interchange Justification Report (IJR) submittal for a proposed half diamond interchange on SR 414 (John Land Apopka Expressway) at Marden Road. In general, it appears the revised report adequately addresses the majority of comments provided to you following our February 2014 review. Attached is a letter from our General Engineering Consultant, Atkins, containing the balance of our technical review comments for the May 2014 submittal. The Expressway Authority's Traffic and Revenue Consultant, CDM Smith, has reviewed the recent submittal and their comments are also included in the attached letter.

Should your client decide to further advance the proposed interchange at Marden Road, the following non-technical items must be addressed to the satisfaction of CFX prior to final approval of the IJR document:

1. A formal funding agreement between the applicant, other potential partners and CFX to clearly delineate roles and responsibilities of each entity. Such agreement shall address the interchange ramp improvements as well as correction of deficient local roadway elements as a result of the interchange (specifically, Marden Road north and south of the proposed interchange and Keene Road east and west of SR 414). Further, the agreement shall stipulate that all interchange design elements meet CFX design criteria (geometry, drainage, signage, pavement markings, lighting, etc.) and that CFX shall have final review and approval of all construction plans. Lastly, the agreement shall outline the requirements for permits and right-of-entry documents necessary from CFX for construction of the proposed project.

Interchange Cost Sharing Agreement

K. Knudsen
July 24, 2014
Page 2

2. All proposed right-of-way required for the project shall be acquired by the applicant or potential partners. This includes the right-of-way to be acquired from CFX for the eastbound entrance ramp.
3. All impacts to the existing CFX storm water pond and existing permits (at the eastbound entrance ramp) shall be identified and a mitigation plan proposed.

Should you have any questions or require additional information as it pertains to our review comments, please contact Glenn Pressimone at 407-690-5321.

Sincerely,



Joseph A. Berenis, P.E.
Deputy Executive Director

Attachment

cc: Angel de la Portilla
Glenn Pressimone
Nathan Silva
Hugh Miller



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

July 22, 2014

Glenn M. Pressimone, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: **State Road 414 and Marden Road, Interchange Justification Report (May 2014) and Responses to Review Comments (February 28, 2014)**

Dear Mr. Pressimone:

Atkins' and CDM Smith's staffs have reviewed the referenced documents prepared by GMB Engineers & Planners in association with Dewberry/Bowyer-Singleton as requested.

Atkins' review comments are as follows:

1. Atkins' staff reviewed the Draft Marden Road IJR and provided comments to you in a letter dated February 6, 2014. Comment Number 3 clearly disputed the method in which the Applicant performed the Highway Capacity Analysis (HCS) of the merge and diverge maneuvers at the proposed SR 414/Marden Road ramps and the SR 414 / SR 451 ramps. Given the potential close proximity of the SR 414 westbound exits to Marden Road and SR 451 and the similar eastbound consecutive entrance ramps from SR 451 and Marden Road, the HCS analysis must include the adjacent ramp information to generate an accurate assessment of the operational characteristics. The adjacent ramp information is not included HCS analysis spreadsheets. Given the relatively low ramp volume forecasts and the high levels of services projected on the facilities, it is anticipated that the correct analysis would result in the same conclusion, however, it is important that the correct analysis be performed and documented.
2. In general, it appears the Applicant has adequately addressed all of the other comments dated February 6, 2014, provided on the Draft IJR. There does not appear to be any fatal flaws associated with the engineering characteristics of the proposed interchange ramps.

Glenn Pressimone, P.E.
July 22, 2014
Page 2

CDM Smith's review comments are as follows:

1. As described in the IJR, the purpose of "the proposed SR 414/Marden Road interchange is to improve access to the south part of the City of Apopka (page iii)." While this will certainly be true for the proposed and on-going land development projects on Marden Road, it is less clear for the land developments in the Apopka Westside Research Park and the Northwest Distribution Center.
2. Project funding is addressed in the IJR. "The applicant will be responsible for the full costs of design and construction of the interchange (page iv)." This statement, which repeats many times in the IJR, should be revised to read "... the full capital cost, including but not limited to design, right-of-way, mitigation and construction."
3. There is a minor inconsistency between the area of influence, defined at the start of the study, and the results. There appear to be changes in the level of service on SR 429 and Keene Road, which are not fully documented.
4. The level of service on Marden Road, south of the interchange, changes from LOS D under No Build conditions to LOS F under Build conditions. Who and how will this need be addressed.
5. Why would traffic volume forecasts on SR 429, north and south of the interchange with SR 414, increase by between 5% and 8% by 2035? If the SR 414/Marden Road interchange provides useful access to land developments in the area along SR 429 and the Ocoee/Apopka Road, the traffic volume forecasts under Build conditions should be lower than the No Build forecasts.

If the Applicant decides to advance the proposed interchange ramps at Marden Road, the following topics must be addressed to the satisfaction of CFX prior to final approval of the IJR.

1. A formal funding agreement, which includes the interchange ramps as well as correction of deficient local roadway elements, between the Authority, the Applicant and other potential partners will be required to clearly delineate roles and responsibilities of each entity.
2. The ramp design must meet all Expressway Authority criteria including geometry, drainage, signage, pavement markings, lighting, etc. The Expressway Authority will have final review and approval of all construction plans.
3. The proposed westbound exit ramp has the potential to impact private property. Securing the right of way necessary to construct the ramp will be the Applicant's responsibility.

Interchange Cost Sharing Agreement



Glenn Pressimone, P.E.
July 22, 2014
Page 3

4. The proposed eastbound entrance ramp appears to impact a parcel owned by the Expressway Authority. The Applicant will be required to obtain the property necessary to construct the ramp in accordance with the Expressway Authority's surplus property guidelines.
5. The proposed eastbound entrance ramp also appears to impact an Expressway Authority storm water pond. Further coordination will be required to address permitting requirements associated with any pond impacts.
6. Table 17-5 *SR 414/Marden Road Interchange Justification Report, Year 2035 Build Alternative-Peak Directional Roadway LOS Analysis* of the IJR indicates that Marden Road (north and south of the proposed interchange) and Keene Road (east and west of SR 414 existing interchange) will operate at LOS F. The Expressway Authority will not be responsible for funding corrective actions at any of these locations.

Please contact me with any questions or if additional clarifications are necessary.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan P. Silva".

Nathan P. Silva, P.E.
Program Manager

cc: Joseph A. Berenis, Deputy Executive Director

Exhibit "D"
Conceptual Improvements Plan

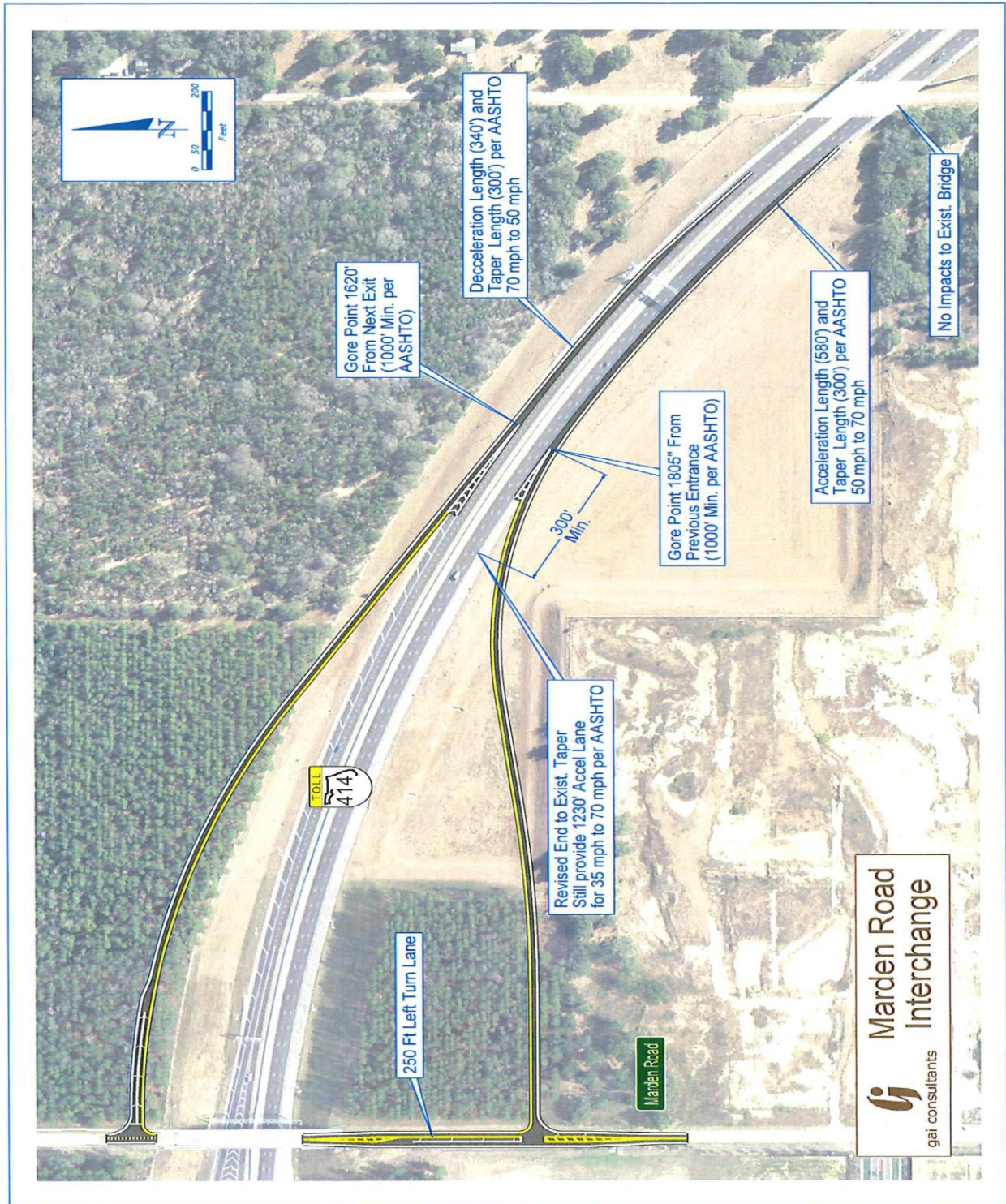


Exhibit "E" Surrounding Lands

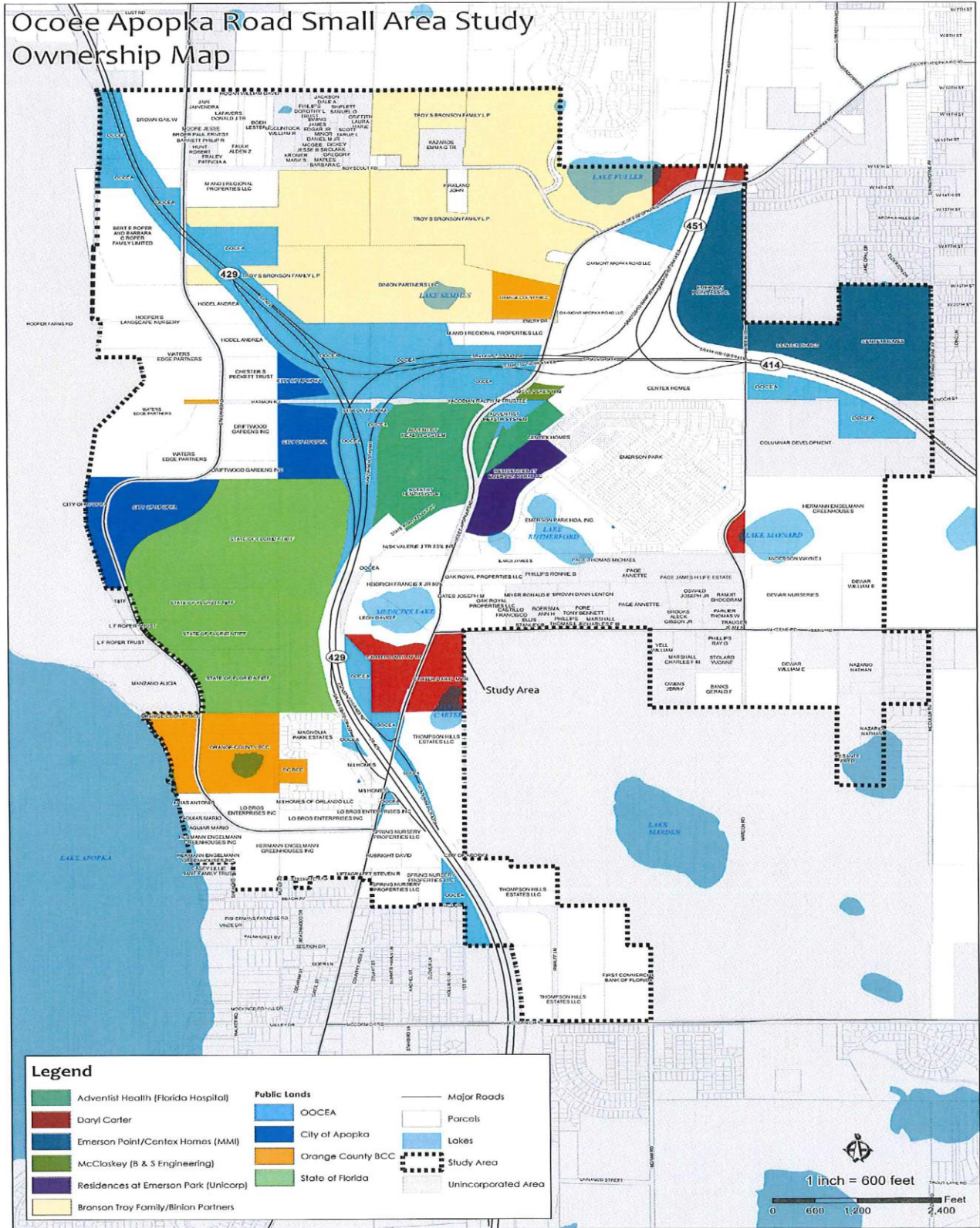


Exhibit "F"
Representative Scope of Development

Emerson I Multifamily: 544 units
Emerson I Commercial: 75,000 square feet

Emerson II Multifamily: 272+ units
Emerson II Commercial: 350,000 square feet.

Exhibit "G"
Budget

Marden Road Access Ramps - Preliminary Conceptual Cost Estimate					
Prepared 09 December 2014 by GAI Consultants					
Revised 14 May 2015 by GAI Consultants					
Location	Unit	Value	Cost per Mile	Cost	Basis
SR 414 EB on ramp	miles	0.45	\$2,044,323	\$919,945	FDOT LRE: 2 lane rural roadway
SR 414 WB off ramp	miles	0.42	\$2,044,323	\$858,616	FDOT LRE: 2 lane rural roadway
SR 414 widening	miles	0.33	\$3,519,430	\$1,161,412	FDOT LRE: widen interstate
Marden Road S of brid	miles	0.07	\$4,084,261	\$285,898	FDOT LRE: new con. 3 lane urban
Marden Road N of brid	miles	0.03	\$482,833	\$14,485	FDOT LRE: m&r 2 lane urban
Sub Total				\$3,240,356	
Maintenance of Traffic				\$324,036	10% of subtotal
Contingency (includes costs such as permitting fees)				\$648,071	20% of subtotal
Total Construction				\$4,212,463	
Engineering -Interchange Ramps				\$400,000	
Engineering - Marden Roadway Improvements				\$150,000	City of Apopka and Orange County
Materials Testing and Inspections				\$80,000	estimated at 20% of engineering fees
CFL Strategies				\$75,000	
Interchange Justification Report				\$70,000	
Legal				\$100,000	
Landscaping				\$175,000	
Estimated Subtotal				\$5,262,463	
Construction Management			5%	\$263,123	
Emerson II R/W Dedication (Approximatley 3 acres)				\$225,000	
Performance Bond				\$50,000	
Completion bond				\$50,000	
Interest Reserve				\$160,000	
Estimated Total Cost				\$6,010,587	
Less: City of Apopka Contribution				-\$2,500,000	
Total Interchange Cost				\$3,510,587	
Cost Allocation		Acres	Pro-Rata Share	Cost	Original Estimate
Emerson I		42	36.84%	\$1,293,374	\$2,214,427
Emerson II		72	63.16%	\$2,217,213	\$3,796,160
Total		114	100%	\$3,510,587	\$6,010,587

Backup material for agenda item:

1. Public Services (Utility Maintenance Division) - Resident commendation letter on water line repair.

>>> <TGHarrison@aol.com> 8/19/2015 1:22 PM >>>

Dear Mr Bishop,

On Wednesday morning the 12th I reported a water leak at the sidewalk area of my driveway. Within an hour two of your staff were on site to discuss the leak. After determining the grass between the sidewalk and street was soaked they dug and found the leak. I had expressed some concerns about lawn etc. They were very responsive, professional and courteous. I would like to express my sincere appreciation for their efforts.

Their names:

Marlin Harris

Roger Stewart.

Thanks to you and all of your hard working staff for you dedication to the citizens of Apopka.

VR

Tommy G Harrison

Colonel, USAF Retired

1231 Lake Piedmont Cir

Apopka FL 32703

Backup material for agenda item:

1. COUNCIL
 - a. Pre-Agenda Workshop



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: September 2, 2015
 FROM: Administration
 EXHIBITS:

SUBJECT: CITY COUNCIL PRE-AGENDA WORKSHOPS

Request: AUTHORIZE PRE-AGENDA WORKSHOPS FOR CITY COUNCIL MEETINGS.

SUMMARY:

The initiation of Pre-Agenda Workshops will provide an opportunity for the Mayor, City Administrator, and any appropriate staff members to answer any questions or concerns that the City Council may have on the City Council Meeting agenda items. The first Pre-Agenda Workshop of the month is proposed at 12:00 p.m., for one hour, and will allow thirty minutes of recess before the City Council meeting begins at 1:30 p.m. The second Pre-Agenda Workshop of the month is proposed at 5:30 p.m., for one hour, and will also allow thirty minutes of recess before the City Council meeting begins at 7:00 p.m.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize staff to schedule Pre-Agenda Workshops before City Council meetings at the proposed time schedule above.

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