



AGENDA

APOPKA CITY COUNCIL MEETING @ 8:00 PM
City Hall Council Chamber
120 East Main Street – Apopka, Florida 32703
June 18, 2014

INVOCATION

Sister Ann Kendrick - Hope CommUnity Center

PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

CONSENT AGENDA

1. Authorize the Mayor, or his designee, to execute the Sewer and Water Capacity Agreement for Clear Lake Landings located at 2597 Lust Road.
2. Authorize the issuance of a Peddler Permit, to First American Fireworks, for the sale of state approved sparklers at 551 South Orange Blossom Trail from June 19, 2014, through July 7, 2014.
3. Acknowledge notification of the 2014 Justice Assistance Grant (JAG) application to purchase software and hardware for the Criminal Investigations section.
4. Authorize the execution of a lease agreement between the City of Apopka and VJIL, Inc. for rental space on the Apopka radio tower located at 131 N. Forest Avenue.

SPECIAL REPORTS AND PUBLIC HEARINGS

ORDINANCES AND RESOLUTIONS

1. ORDINANCE NO. 2366 – FIRST READING - ANNEXATION – A. Tanner Scofield III and Cathleen P. Scofield, property located at 3125 Ondich Road. (Parcel I.D. # 01-20-27-0000-00-032) (4.87 +/- acres).
2. ORDINANCE NO. 2367 – FIRST READING - ANNEXATION – Kimberly A. Buchheit, property located at 6500 Swain Road. (Parcel I.D. # 05-20-28-0000-00-005) (19.41 +/- acres).
3. ORDINANCE NO. 2368 – FIRST READING - ANNEXATION – Bruce Ross, property located at 1381 Ustler Road. (Parcel I.D. # 34-20-28-0000-00-021) (1.11 +/- acres).
4. ORDINANCE NO. 2369 – FIRST READING - ANNEXATION – Louise R. Jr. & Diann Haubner, property located at 347 Tanglewilde Street. (Parcel I.D. # 03-21-28-0000-00-086) (1.97 +/- acres).
5. ORDINANCE NO. 2370 – FIRST READING - ANNEXATION – Adventist Health System/Sunbelt, Inc., property located on Ocoee Apopka Road, south of S.R. 414 and east of S.R. 429. (Parcel I.D. # 20-21-28-0000-00-043 (3.19 +/- ac), 20-21-28-0000-00-045 (1.58 +/- ac), and 20-21-28-0000-00-047 (0.20 +/- ac) (Total: 4.97 +/- acres).

SITE APPROVALS

1. FINAL DEVELOPMENT PLAN/PLAT – Oak Ridge, Phase 2, owned by The Ryland Group, c/o Vernon Priest; the engineer is Boyd Civil Engineering, c/o Steve Boyd, P.E.; and the property is located east of Plymouth Sorrento Road, north of Appy Lane. (Parcel ID Nos. 18-20-28-0000-00-014; 18-20-28-0000-00-021; 18-20-28-0000-00-022; 18-20-28-0000-00-023; 18-20-28-0000-00-098; 18-20-28-0000-00-108; and 18-20-28-0000-00-109)

DEPARTMENT REPORTS AND BIDS

1. Administrative Report - Richard D. Anderson - City Administrator

MAYOR'S REPORT

OLD BUSINESS

1. COUNCIL
2. PUBLIC

NEW BUSINESS

1. COUNCIL
2. PUBLIC

ADJOURNMENT

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

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

Backup material for agenda item:

1. Authorize the Mayor, or his designee, to execute the Sewer and Water Capacity Agreement for Clear Lake Landings located at 2597 Lust Road.



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: June 18, 2014
FROM: Community Development
EXHIBITS: Vicinity Map
Agreement

SUBJECT: CLEAR LAKE LANDINGS (142 LOTS)

Request: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SEWER AND WATER CAPACITY AGREEMENT.

SUMMARY:

The City's standard Sewer and Water Capacity Agreement has been prepared for Clear Lake Landings located at 2597 Lust Road.

FUNDING SOURCE:

Not applicable

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for Clear Lake Landings.

DISTRIBUTION

Mayor Kilsheimer
Commissioners (4)
CAO Richard Anderson
Community Dev. Dir.

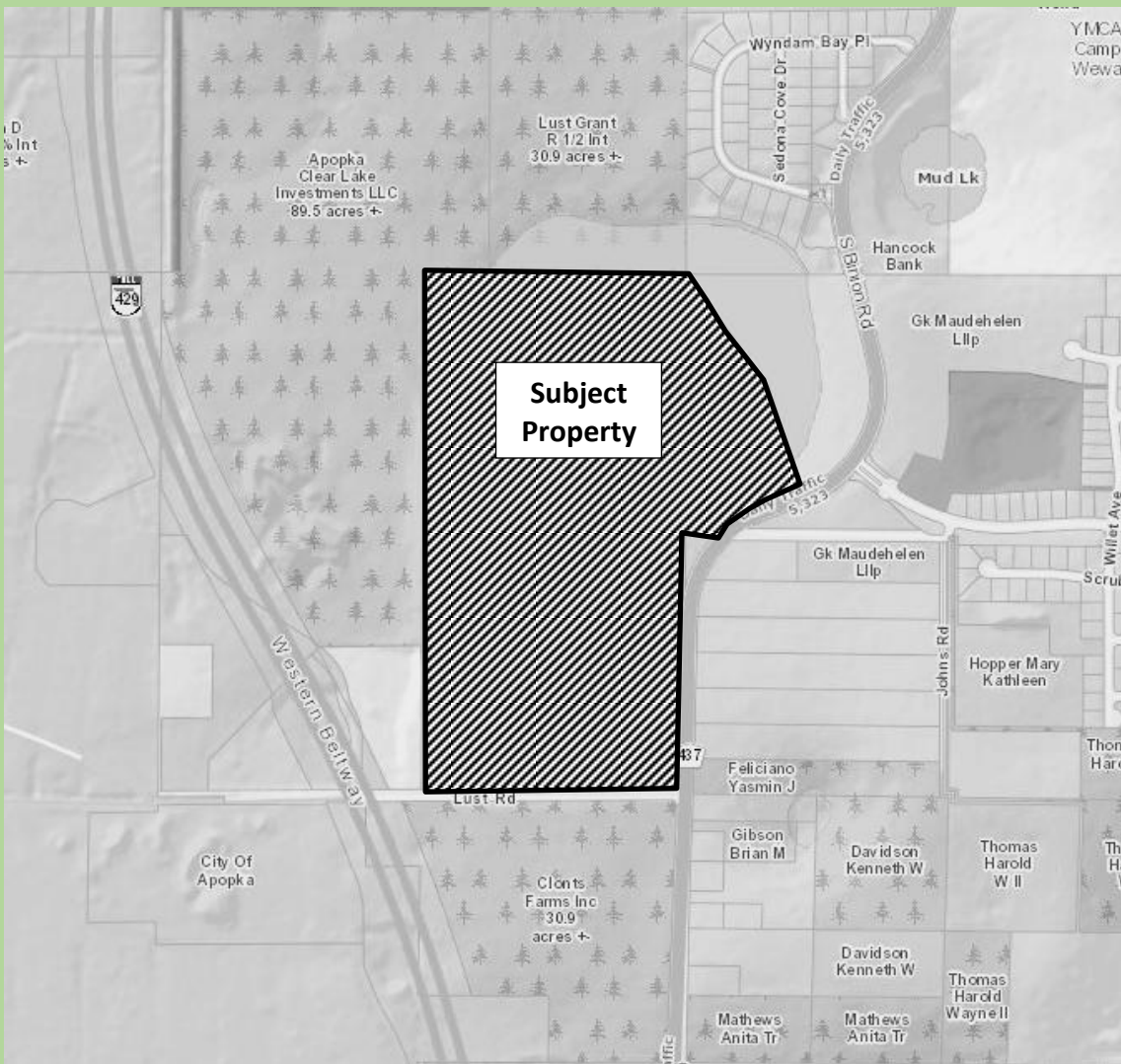
Finance Dir.
HR Director
IT Director

Public Ser. Dir.
City Clerk (4)
Fire Chief



Clear Lake Landings Subdivision
Owner: Jen Florida XV, LLC
87.92 +/- Acres
Parcel ID #: 07-21-28-0000-00-003

VICINITY MAP



SEWER AND WATER CAPACITY AGREEMENT
CLEAR LAKE LANDINGS (142 LOTS)

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

Jen Florida XV, LLC

1750 W. Broadway St., Suite 111

Oviedo, FL 32765

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Compliance.

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

Section 2. Definitions.

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

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

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

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

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

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

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

Section 3. On-Site Installation.

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

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

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

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

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

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

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

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

Section 4. Off-Site Installation.

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

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

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

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

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

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

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

be appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Easement.

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

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

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

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

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

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

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

Section 7. Exclusive Right to Provide Service.

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

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

Section 8. Rates.

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

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

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

Section 9. Capital Facility Fees.

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

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

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

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

Total Water

Capacity Committed <u>in Gallons</u>	No. Of ERU's <u>Committed</u>	Water Capital Facility Fee <u>Per ERU</u>	Facility Fee Due from <u>Owner</u>
56,800	142	\$2,021	\$286,982.00

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

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

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

Total Sewer			
Capacity Committed <u>in Gallons</u>	No. Of ERU's <u>Committed</u>	Sewer Capital Facility Fee <u>Per ERU</u>	Facility Fee Due from <u>Owner</u>
49,700	142	\$4,235.00	\$601,370.00

Section 10. Payment of Capital Fees.

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

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

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

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

It is also agreed by the parties that:

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

been paid.

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

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

Section 11. Refund of Fee Paid.

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

Section 12. Recapture of Capacity.

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

Section 13. Maintenance Fees.

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

Section 14. Water System Tap Fee.

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

Single Service Meter

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

Dual Service Meter

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

Short Service Tap

3/4" & 1"	\$245.00
1½" & 2"	\$318.00

Long Service Tap

3/4" & 1"	\$745.00
1½" & 2"	\$818.00

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

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

Section 15. Sewer Tap Fee and Other Charges.

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

Section 16. Miscellaneous Provisions Regarding Payments.

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

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

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

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

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

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

Section 17. Agreement to Serve.

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

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

The parties agree that the capacity needed to provide service to the Property is 56,800 gallons per day for potable water supply and 49,700 gallons per day for wastewater removal. Developer agrees that the number of units of development for which capacity is reserved hereby shall not exceed the number of units approved by this Agreement. Developer agrees that sewage to be treated by the Utility from Developer's property will consist of domestic wastewater and further agrees that it will not allow any abnormal strength sewage to flow from developer's property to the Utility Sewage treatment facility that will cause harm to the treatment process. In addition, Developer further agrees that no wastewater, fluids or other substances and materials shall be discharged to the Utility's sanitary sewer collection/transmission system, which contain and hazardous, inflammable, toxic and/or industrial constituents, in whole or in part, regardless of the concentrations (i.e., strengths) of said constituents. Developer grants to Utility the right to sample the Developer's sewage, as referred to hereinabove, to verify Developer's compliance with this paragraph.

Section 18. Application for Service: Consumer Installations.

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

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

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

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

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

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

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

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

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

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

Section 19. Assurance of Title.

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

Section 20. Binding Effect of Agreement.

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

Section 21. Notice.

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

With a copy to: N/A

and if the Utility, at: N/A

Section 22. Laws of Florida.

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

Section 23. Cost and Attorney's Fees.

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

Section 24. Force Majeure.

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

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

Section 25.

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

Section 26.

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

Section 27. Construction.

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

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

shall control.

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

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

Section 28.

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

Section 29.

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

Section 30.

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

Section 31.

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

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

Section 32.

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

Section 33. Water Conservation Measures.

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

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

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

Section 34.

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

Section 35.

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

THE CITY OF APOPKA, a municipal corporation:

By: _____
Richard D. Anderson,
Chief Administrative Officer

Attest: _____
Janice G. Goebel, City Clerk

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by RICHARD D. ANDERSON and JANICE G. GOEBEL, Chief Administrative Officer and City Clerk respectively, of CITY OF APOPKA, a Florida municipal corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

S E A L

NOTARY PUBLIC

WITNESSES AS TO OWNER

[Signature]

John E. Macdonald

STATE OF Florida

COUNTY OF Seminole

OWNER:

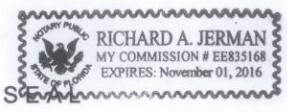
By: [Signature]

Name John Krzywicki

Title Co-Manager

Title

The foregoing instrument was acknowledged before me this 28th day of May, 2014 by John A. Krzywicki (Name of officer or agent) of Sen Florida XV, LLC (Name of corporation acknowledging), a Florida (state or place of corporation) Corporation, on behalf of the corporation. He is personally known to me or has produced [Signature] (type of identification) as identification and did (did not) take an oath.



[Signature]
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land comprising a portion of Section 7, Township 21 South, Range 28 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of aforesaid Section 7 thence run North 00°07'00" East along the East line of said Southwest 1/4 of Section 7 for a distance of 30.00 feet; thence departing said East line run South 89°39'36" West for a distance of 37.25 feet to the point of intersection of the Westerly right-of-way line of Binion Road (State Road 457) per State Road Book 1, Page 40 and the Northerly right-of-way line of Lust Road per Deed Book 509, Pages 564 and 565 of the Public Records of Orange County, Florida and the POINT OF BEGINNING; thence run South 89°39'36" West along said Northerly right-of-way line for a distance of 1282.66 feet to the Southwest corner of the East 1/2 of aforesaid Southwest 1/4 of Section 7; thence departing said Northerly right-of-way line run North 00°22'30" East along the West line of said East 1/2 of the Southwest 1/4 of Section 7 for a distance of 2586.52 feet to the Northwest corner of said East 1/2 of the Southwest 1/4 of Section 7; thence departing said East line run South 89°49'16" East along the North line of said East 1/2 of the Southwest 1/4 of Section 7 for a distance of 1308.20 feet to the Northeast corner of said Southwest 1/4 of Section 7; thence departing said North line run South 34°05'13" East for a distance of 691.52 feet; thence run South 21°26'13" East for a distance of 537.90 feet to a point on the Westerly right-of-way line of aforesaid Binion Road (State Road 457); thence run South 68°41'14" West along said Westerly right-of-way line for a distance of 232.64 feet to a point of curvature of a curve concave Southeasterly and having a radius of 612.96 feet, a chord bearing of South 56°19'15" West and a chord length of 262.55 feet; thence run Southwesterly along said Westerly right-of-way line and said curve through a central angle of 24°43'59" for an arc distance of 264.60 feet to a point on the South line of the Northwest 1/4 of aforesaid Southeast 1/4 of Section 7; thence departing said Westerly right-of-way line run North 89°31'09" West along said South line for a distance of 151.60 feet to a point on the East line of aforesaid Southwest 1/4 of Section 7; thence run South 00°07'00" West along said East line for a distance of 273.17 feet to a point on aforesaid Westerly right-of-way line of aforesaid Binion Road (State Road 457), also being a point on a non tangent curve concave Easterly and having a radius of 612.96 feet, a chord bearing of South 07°54'50" West and a chord length of 140.76 feet; thence departing said East line run Southwesterly along said Westerly right-of-way line and said curve through a central angle of 13°11'11" for an arc distance of 141.07 feet to a point of tangency; thence continuing along said Westerly right-of-way line run South 01°19'14" West for a distance of 817.62 feet to a point of curvature of a curve concave Westerly and having a radius of 11418.96 feet, a chord bearing of South 01°25'38" West and a chord length of 42.52 feet; thence run Southerly along said Westerly right-of-way line and said curve through a central angle of 0°12'48" for an arc distance of 42.52 feet to aforesaid POINT OF BEGINNING.

Contains 87.15 acres more or less.

Backup material for agenda item:

2. Authorize the issuance of a Peddler Permit, to First American Fireworks, for the sale of state approved sparklers at 551 South Orange Blossom Trail from June 19, 2014, through July 7, 2014.



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: _____

MEETING OF: June 18, 2014
FROM: Administrative Services
EXHIBITS: _____

SUBJECT: PEDDLER’S PERMIT REQUEST

Request: APPROVE AND AUTHORIZE THE ISSUANCE OF A PEDDLER’S PERMIT TO DAVID HOSTETLER, FIRST AMERICAN FIREWORKS, TO SELL STATE-APPROVED SPARKLERS FROM JUNE 19, 2014, THROUGH JULY 7, 2014, AT 551 SOUTH ORANGE BLOSSOM TRAIL.

SUMMARY:

David Hostetler, First American Fireworks, has requested City Council approval to sell State-approved sparklers from June 19, 2014, through July 7, 2014, at 551 South Orange Blossom Trail.

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

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approve and authorize the issuance of a Peddler’s Permit to David Hostetler, First American Fireworks, to sell State- approved sparklers from June 19, 2014, through July 7, 2014, at 551 South Orange Blossom Trail provided all Federal, State, County, and City requirements are met.

DISTRIBUTION

Mayor
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
City Clerk
Fire Chief



Administrative Services
 120 East Main Street
 Apopka, Florida 32703
 Phone: 407-703-1703
 adminservices@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>FIRST AMERICAN FIREWORKS CO.</u>	Name: <u>DAVID HOSTETLER</u>
Address: <u>511 S. ORANGE BLOSSOM TRAIL</u>	Address: <u>633 29TH ST</u>
Shopping Center: <u>APOPKA PLAZA</u>	City/State/Zip: <u>ORLANDO, FL 32805</u>
City/State/Zip: <u>APOPKA, FL, 32703</u>	Phone: <u>(407) 422-4677</u> Fax: _____
Phone: <u>(407) 422-4677</u> Fax: <u>(407) 422-4676</u>	Email Address: <u>fafco1@gmail.com</u>
Mailing Address (If different than above)	Mailing Address (If different than above)
Street: <u>2041 COUNTRYSIDE CIR N</u>	
City/State/Zip <u>ORLANDO, FL 32604</u>	

Describe the nature of your business or goods to be sold: (In Detail) SEASONAL SALE OF FIREWORKS

Location where goods will be sold: 551 S. ORANGE BLOSSOM TR.

Date permit to be issued for: From: JUNE 15, 2014 To: JULY 7, 2014

Vehicle Description: (if applicable) Year: _____ Make: _____ Model: _____

Color: _____ State: _____ Owner: _____

Name and Address of Manufacture of goods to be sold: TNT FIREWORKS, FLORENCE, AL

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

MARK STRATTON 2041 COUNTRYSIDE CIRCLE N, ORLANDO FL
407-256-0024

APRIL STRATTON 2041 COUNTRYSIDE CIRCLE N, ORLANDO FL

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#) 65-0045586 OR Social Security Number: _____

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

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

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made and entered into this 21 day of MAY, 2014, by and between, FIRST AMERICAN FIREWORKS CO. hereinafter referred to as FAFCO and the CITY OF APOPKA, FLORIDA, hereinafter referred to as The City.

FAFCO 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 15 day of JUNE, 2014 through the 7 day of JULY, 2014.

Signature of Applicant: [Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of May, 2014, by, David Hostetler and who is personally known to me or who has produced _____ as identification and who did (did not) take an oath,

Notary Public: [Signature]

Commission No: _____

Commission Expires: _____



Department	Approved	Denied	Comments:
CD - Zoning:	<u>yes</u>		
Fire:	<u>yes</u>		<u>Please see attached</u>
Police:	<u>yes</u>		<u>Please see attached</u>
City Council:			

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

Cash Credit/Debit: Check #: _____

Kristi Fixl - Re: Fireworks Peddler: First American Fireworks

From: Jeffrey Tyre
To: Fixl, Kristi
Date: 5/27/2014 8:19 AM
Subject: Re: Fireworks Peddler: First American Fireworks

I approve this application. They need to obtain a tent permit and have us inspect it.

Assistant Fire Chief Jeff Tyre
Life Safety / Fire Prevention
Apopka Fire Department
175 E. 5th Street Apopka Florida
407-703-1754
407-703-1714 fax

>>> Kristi Fixl 5/23/2014 2:46 PM >>>
Hello,

First American Fireworks would like to set up a tent to sell fireworks in the Apopka Plaza parking lot beginning June 15, 2014, and ending July 7, 2014. A tent permit and premise inspection will be required prior to the start of business.

Please review and e-mail me with your approval/disapproval. I have the original copy of the approved fireworks list should you need to see it.

Thank you,

Kristi

Kristi Fixl - Firework Peddler: First American Fireworks

From: Jerome Miller
To: Fixl, Kristi
Date: 5/30/2014 1:31 PM
Subject: Firework Peddler: First American Fireworks
CC: Franqui, Bea

I approve the selling of fireworks by First American Fireworks from June 15- July 7, 2014 at the Apopka Plaza parking lot.

CITY OF APOPKA
LOCAL BUSINESS TAX RECEIPT

120 E Main St., Apopka, FL 32703 - (407)703-1703
Effective April 1, 2014 to September 30, 2014

No: 10212
Date: 5/23/14

Address: 511 S ORANGE BLOSSOM TR
APOPKA, FL 32703
Activity: 08U1 PEDDLER
FIREWORK PEDDLER

Current

Tax 61.00
Penalty 15.25
Transfer
App Fee
Other
Total Paid 76.25

Issued to: FIRST AMERICAN FIREWORKS CO
2041 COUNTRYSIDE CR N
APOPKA, FL 32703

A Must Display Receipt/Owner's Responsibility to Renew

BUSINESS TAX OFFICIAL

CITY OF APOPKA
LOCAL BUSINESS TAX RECEIPT

120 E Main St., Apopka, FL 32703 - (407)703-1703
Effective April 1, 2014 to September 30, 2014

No: 10212
Date: 5/23/14

Address: 511 S ORANGE BLOSSOM TR
APOPKA, FL 32703
Activity: 08U1 PEDDLER
FIREWORK PEDDLER

Tax 61.00
Penalty 15.25
Transfer
App Fee
Other
Total Paid 76.25

Issued to: FIRST AMERICAN FIREWORKS CO
2041 COUNTRYSIDE CR N
APOPKA, FL 32703

B Must Display Receipt/Owner's Responsibility to Renew

BUSINESS TAX OFFICIAL

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name**Florida Profit Corporation

FIRST AMERICAN FIREWORKS COMPANY

Filing Information

Document Number	M78499
FEI/EIN Number	650045586
Date Filed	04/29/1988
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	05/26/1994
Event Effective Date	NONE

Principal Address2041 COUNTRYSIDE CIR N
ORLANDO, FL 32804

Changed: 05/01/1998

Mailing Address2041 COUNTRYSIDE CIR N
ORLANDO, FL 32804

Changed: 03/01/2000

Registered Agent Name & Addressstratton, mark m
2041 COUNTRYSIDE CIR N
ORLANDO, FL 32804

Name Changed: 01/14/2014

Address Changed: 01/14/2014

Officer/Director Detail**Name & Address**

Title DP

STRATTON, MARK MPR
2041 COUNTRYSIDE CIR N
ORLANDO, FL 32804

Title D

STRATTON, MARK MD
 2041 COUNTRYSIDE CIRCLE N.
 ORLANDO, FL 32804

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 State of Florida, Department of State

FIRST AMERICAN FIREWORKS CO

2041 Countryside Cir N
Orlando, FL 32804
(407) 422-4677 – Phone
(407) 422-4676 – Fax

May 21, 2014

Board of City Commissioners
City of Apopka
P.O. Box 1229
Apopka, Florida 32704

RE: Independence Day Promotion

Dear Commissioners:

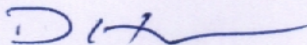
I would like to request the commission to approve the temporary erection of a tent to be located at the Apopka Plaza Shopping Center, 551 S. Orange Blossom Trail, Apopka, FL.

The purpose of the tent will be to sell State approved sparklers for the period of June 20, 2014 through July 5, 2014.

All necessary State and City licenses will be obtained prior to occupancy.

If there are any questions please feel free to call.

Sincerely,
FIRST AMERICAN FIREWORKS COMPANY



David J. Hostetler
Manager of Operations

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF REGISTRATION
RETAILER
OFFICIAL COPY

THIS CERTIFIES THAT: First American Fireworks Co.
2041 Countryside Circle North
Orlando Fl 32804

Has registered pursuant to the provisions of Florida Statues to engage in the business of selling sparklers to consumers at retail at the following fixed place of business:

APOPKA PLAZA
551 S ORANGE BLOSSOM TRAIL
APOPKA FL 32703 Orange

Issue Date: 05/14/2014
Type: 07
Class: 64
County: Orange
License/Permit #: SR13-000131
Expiration Date: 01/31/2015



Handwritten signature of Jeff Atwater in black ink.

Chief Financial Officer

LEASE AGREEMENT

THIS AGREEMENT IS MADE BETWEEN: Apopka Shopping Center LLP. as Lessor with First American Fireworks Co. as Lessee, for the purpose of selling fireworks from the location of:

Location: Apopka Plaza, as designated area attached as Exhibit "A"
Address: 551 S Orange Blossom Trail
City/State/Zip: Apopka, FL 32703-5462

Note Attached
Page 3 Addendum

- 1. Lessor represents that the lot or commonly occupied premises as listed above is owned and/or controlled by the Lessor and furthermore that the Lessor grants the Lessee the exclusive right to operate a fireworks stand/tent or outlet on these premises for the selling periods from 12/17/13 through 1/1/14 and 6/19/14 through 7/4/14, plus a reasonable period of time before and after the selling period for the erecting and dismantling of tenants equipment and delivering and removing its inventory. Lessee shall comply by the laws, ordinances, rules and regulations of the federal, state, and municipal authorities. Lessor authorizes the Lessee to erect a tent for said purposes.
2. Lessor will have the right to void this lease if the above-described property is sold or developed for any purpose other than the sale of fireworks by providing 90 days written notice.

In return, the Lessee agrees to the following terms and conditions:

- 1. Provide liability insurance coverage and post with Lessor, prior to occupancy, a certificate of insurance, evidencing liability insurance in force covering the erection and operation on the retail outlet. Said insurance shall name Lessor as additional insured. Lessee shall indemnify and save harmless Lessor from and against any and all liability penalties, damage and judgments by reason of injury or claim of injury to person or property of any nature and however caused, arising out of the use, occupation and control of the leased premises by Lessee. Lessee shall at his own expense carry comprehensive liability insurance policies in the amount of \$1,000,000.00 for the protection of himself in accordance with the State and Local Regulations. Lessee shall provide the Lessor a copy of the Liability Insurance prior to occupancy of the premises.
2. Pay any and all costs involved in the creation, maintenance, and operation of the outlet and Lessee shall guarantee that the premises be returned to its original condition.
3. Obtain and pay for all necessary permits and licenses required by law and post with local authority any debris or performance bond which might be required, and guarantee that all laws and regulations will be adhered to.
4. If the sale of fireworks is prohibited by public authority, then this lease shall automatically become null and void and all monies will be promptly refunded. If the municipality having proper jurisdiction over this outlet limits the sale of fireworks, or makes any other local rules changing the state statutes, then this lease is subject to revision.
5. Net terms of Lease: [redacted] plus 6.5% sales tax, [redacted] for the period beginning December 17, 2013 through January 1, 2014, and [redacted] plus 6.5% sales tax [redacted] for period beginning June 19, 2014 through July 4, 2014.
6. All monies are to be paid no later than 30 days prior to each period of occupancy.
7. The Lessor approves the use of parking facilities located at address listed above for patrons of the sales tent. All signs, banners, streamers, pennants, etc. on property shall comply with the codes governing such displays. Further, Lessor shall allow Lessee to use Lessor's electricity for the sole purpose of running registers and minimal lighting under the tent. ~ electric as available at Pylon Sign
8. This instrument contains the entire agreement between parties and no representations heretofore made are a part unless included herein. Any modification of the Lease shall be in writing and signed by the parties hereto.

Lessee Information

Name: First American Fireworks Co.
Address: 2041 Countryside Circle N.
City, State, and Zip: Orlando, FL 32804

By: [Signature]

Name: Mark M. Stratton

Title: President

Date: 8-27-13

Lessor Information

Name: Apopka Shopping Center LLP.
Address: 4701 NE 36th Ave.
City, State, and Zip: Ocala, FL 34479

By: [Signature]

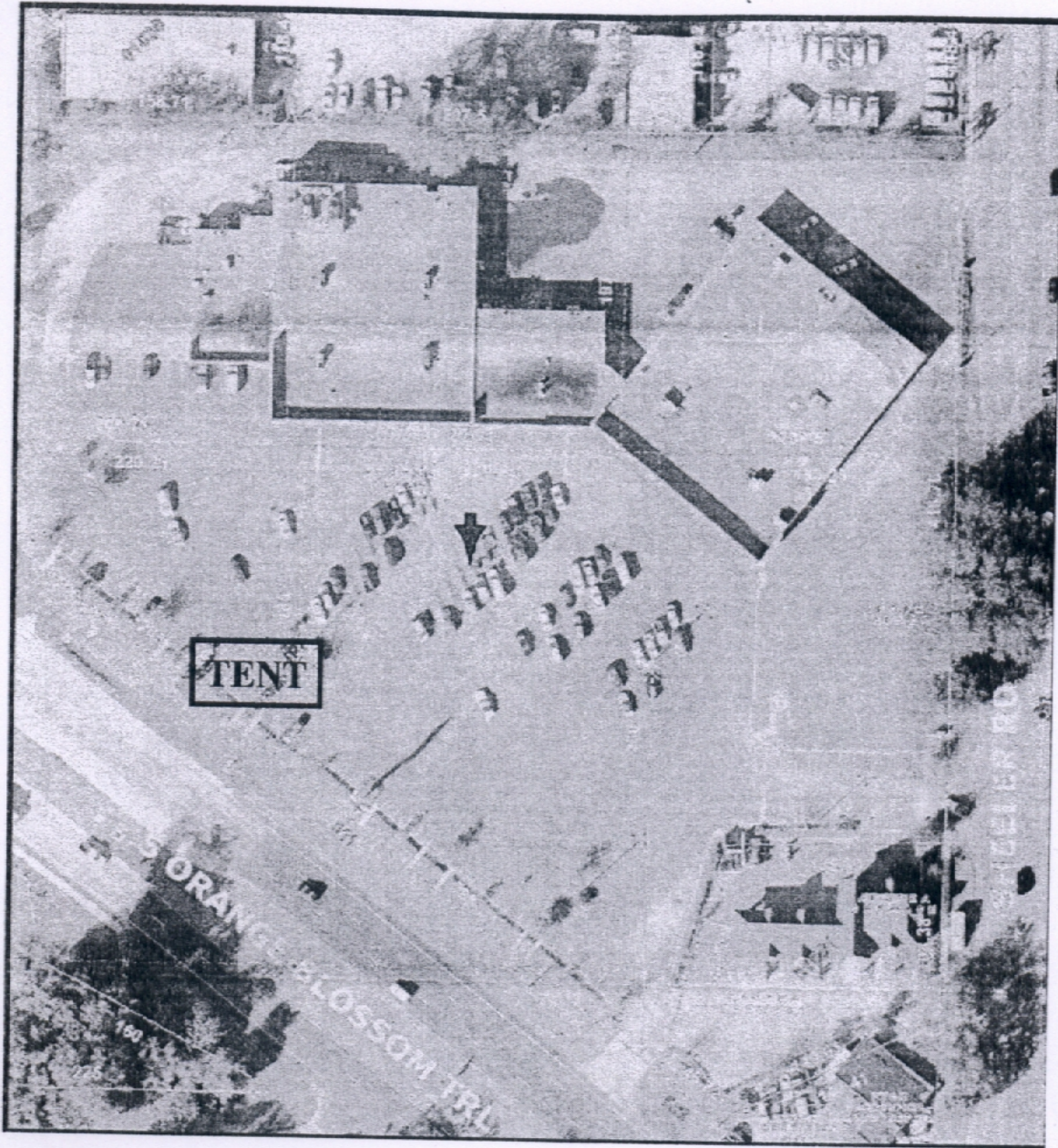
Name: Scott Sumner

Title: President

Date: 9/4/13

EXHIBIT "A"

Apopka Plaza, 551 S Orange Blossom Trail, Apopka FL 32703-5462





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2014 5/10/2014

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).

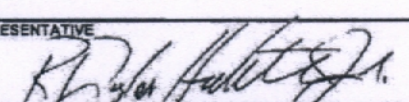
PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER A: Everest Indemnity Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12066553 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	SI8GL00242-131	11/1/2013	11/1/2014	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 - COMPIOP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Additional Insured: Property located at Apopka Plaza, 551 S. Orange Blossom Trail, Apopka, FL 32703; Apopka Shopping Center, LLC.; City of Apopka.
 Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.
 Certificate good from 6/13/2014 - 7/13/2014.

CERTIFICATE HOLDER 12066553 FIRST AMERICAN FIREWORKS COMPANY ATTN: MARK STRATTON 2041 COUNTRYSIDE CIRCLE N. ORLANDO FL 32804	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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Certificate of Flame Resistance



ISSUED BY
KIRBY TENT RENTAL
Division of Kirby Rental Service & Sales
411 Hames Avenue
Orlando, FL 32805
8711 Phillips Highway
Jacksonville, FL 32256
MANUFACTURERS OF THE FINISHED TENT PRODUCT DESCRIBED HEREIN

This is to certify that the materials used in the construction of the

30' x 45' TENT
for FIRST AMERICAN FIREWORKS Co.

_____ , have been flame retardant treated (or are inherently non-flammable)
_____ Snyder Manufacturing Company

Their registered application concern number F-140-01 is approved and registered by the State Fire Marshal and the application of said chemicals was done in conformance with the laws of the State of California and the rules and regulations of the State Fire Marshal.

**Flame Retardancy Cannot Be Removed By Washing And
Is Good For The Life Of The Material.
Fabric Meets The Requirements Of Specifications
Listed As NFPA-701 (Large Scale)**

*THEIR

F-140-01

REGISTERED
APPLICATION
CONCERN NO.

Signed: _____

James W. Smith
TENT DEPARTMENT

Backup material for agenda item:

3. Acknowledge notification of the 2014 Justice Assistance Grant (JAG) application to purchase software and hardware for the Criminal Investigations section.



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: _____

MEETING OF: June 18, 2014
FROM: Police Department
EXHIBITS: Notice and Application

SUBJECT:

Notification of Application for Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Request:

The police department is submitting an application to receive \$15,109 in grant funding toward the purchase software and hardware to provide the criminal investigations section of the agency the ability to retrieve and print demographic data, ten prints, slaps, palm prints and photo images from the offender data base managed by the Orange County Sheriff's Office and Orange County Corrections.

SUMMARY:

Attached you will find a memo of intent to obtain funds in accordance with the grant application requirements. This notification is to permit comment from both the council and the public.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

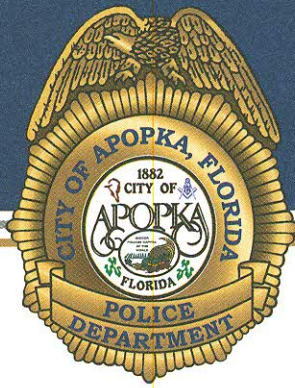
Authorize the department's application for funding in accordance with the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

DISTRIBUTION

Mayor Kilsheimer
Commissioners (4)
CAO Richard Anderson
City Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director (2)
Recreation Director
City Clerk
Fire Chief



June 18, 2014

Honorable Joseph Kilsheimer
Mayor – City of Apopka
120 East Main Street
Apopka, Florida 32703

Reference: 2014 JUSTICE ASSISTANCE GRANT

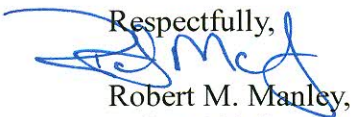
Dear Mayor Kilsheimer:

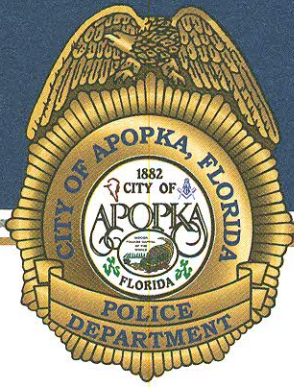
Attached you will find an Application for Federal Justice Assistance Funding that is available from the Department of Justice – Bureau of Justice Assistance. The funding being requested is for a grant to purchase software and hardware to provide the criminal investigations section of the agency with the ability to retrieve and print demographic data, ten prints, slaps, palm prints and photo images of the offender data base managed by the Orange County Sheriff's Office.

In keeping with the requirements of the grant, I am required to notify the public through a public posting, which has been done by placing notice in the lobby of City Hall.

Additionally, I am required to notify the Commission of my intent to obtain funds and forward you a copy of the application which is herein attached. This is to permit for both public and commission feedback. Should we receive the funds, there is no requirement that we match the funds being requested. If you have any questions, please feel free to contact me.

Respectfully,


Robert M. Manley,
Police Chief



June 18, 2014

Honorable Bill Arrowsmith
Commissioner – City of Apopka
120 East Main Street
Apopka, Florida 32703

Reference: 2014 JUSTICE ASSISTANCE GRANT

Dear Commissioner Arrowsmith:

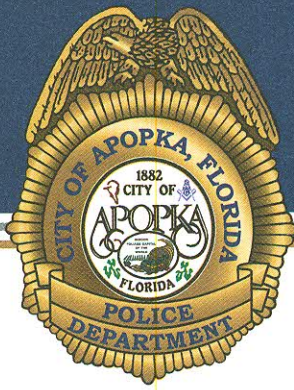
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Respectfully,

Robert M. Manley,
Police Chief



June 18, 2014

Honorable Billie Dean
Commissioner – City of Apopka
120 East Main Street
Apopka, Florida 32703

Reference: 2014 JUSTICE ASSISTANCE GRANT

Dear Commissioner Dean:

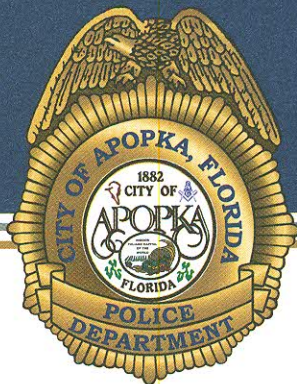
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In keeping with the requirements of the grant, I am required to notify the public through a public posting, which has been done by placing notice in the lobby of City Hall.

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Respectfully,

Robert M. Manley,
Police Chief



June 18, 2014

Honorable Diane Velazquez
Commissioner – City of Apopka
120 East Main Street
Apopka, Florida 32703

Reference: 2014 JUSTICE ASSISTANCE GRANT

Dear Commissioner Velazquez:

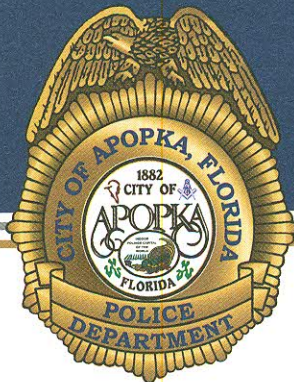
Attached you will find an Application for Federal Justice Assistance Funding that is available from the Department of Justice – Bureau of Justice Assistance. The funding being requested is for a grant to purchase software and hardware to provide the criminal investigations section of the agency with the ability to retrieve and print demographic data, ten prints, slaps, palm prints and photo images of the offender data base managed by the Orange County Sheriff's Office.

In keeping with the requirements of the grant, I am required to notify the public through a public posting, which has been done by placing notice in the lobby of City Hall.

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Respectfully,

Robert M. Manley,
Police Chief



June 18, 2014

Honorable Sam Ruth
Commissioner – City of Apopka
120 East Main Street
Apopka, Florida 32703

Reference: 2014 JUSTICE ASSISTANCE GRANT

Dear Commissioner Ruth:

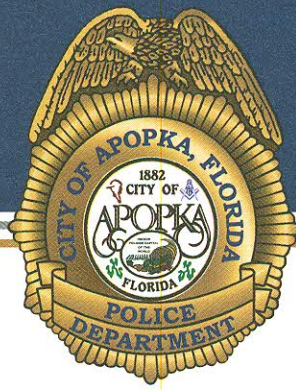
Attached you will find an Application for Federal Justice Assistance Funding that is available from the Department of Justice – Bureau of Justice Assistance. The funding being requested is for a grant to purchase software and hardware to provide the criminal investigations section of the agency with the ability to retrieve and print demographic data, ten prints, slaps, palm prints and photo images of the offender data base managed by the Orange County Sheriff's Office.

In keeping with the requirements of the grant, I am required to notify the public through a public posting, which has been done by placing notice in the lobby of City Hall.

Additionally, I am required to notify the Commission of my intent to obtain funds and forward you a copy of the application which is herein attached. This is to permit for both public and commission feedback. Should we receive the funds, there is no requirement that we match the funds being requested. If you have any questions, please feel free to contact me.

Respectfully,

Robert M. Manley,
Police Chief



June 9, 2014

Richard Anderson
City Administrator – City of Apopka
120 East Main Street
Apopka, Florida 32703

Reference: 2014 JUSTICE ASSISTANCE GRANT

Dear Mr. Anderson:

Attached you will find an Application for Federal Justice Assistance Funding that is available from the Department of Justice – Bureau of Justice Assistance. The funding being requested is for a grant to purchase software and hardware to provide the criminal investigations section of the agency with the ability to retrieve and print demographic data, ten prints, slaps, palm prints and photo images of the offender data base managed by the Orange County Sheriff's Office.

In keeping with the requirements of the grant, I am required to notify the public through a public posting, which has been done by placing notice in the lobby of City Hall.

Additionally, I am required to notify the Commission of my intent to obtain funds and forward you a copy of the application which is herein attached. This is to permit for both public and commission feedback. Should we receive the funds, there is no requirement that we match the funds being requested. If you have any questions, please feel free to contact me.

Respectfully,

Robert M. Manley,
Police Chief

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED June 09, 2014	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name City of Apopka	Organizational Unit Police Department	
Address 112 E. 6th Street Apopka, Florida 32703-5346	Name and telephone number of the person to be contacted on matters involving this application Fernandez, Randall (407) 703-1771	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 59-6000273	7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE TITLE: GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Mugshot Retrieval and Ten-Print Card Access Initiative	
12. AREAS AFFECTED BY PROJECT City of Apopka and surrounding local jurisdictions.		
13. PROPOSED PROJECT Start Date: October 01, 2014 End Date: September 30, 2016	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project FL08 FL03	
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program has not been selected by state for review	
Federal	\$15,109	
Applicant	\$0	
State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$15,109	N
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Applicant Name: Apopka Police Department
Project Title: Mugshot Retrieval and Ten-Print Card Access Initiative

ABSTRACT

This application focuses on the project identifiers:
Computer software/hardware
Criminal Intelligence Information systems
Equipment - Forensic

The Apopka Police Department is submitting this grant request to obtain funding to enhance the investigative capabilities of the department. This grant will be used to purchase software and hardware to provide the criminal investigations section of the agency with the ability to retrieve and print demographic data, ten prints, slaps, palm prints and photo images of the offender data base managed by the Orange County Sheriff’s Office. *The primary goal* is to increase the effectiveness of local law enforcement through the use of advanced technologies by reducing the time to retrieve identifiable print cards for comparison to unknown offenders and to positively identify those offenders.

STRATEGIES

To meet the goal, the Apopka Police Department will purchase a local server with associated hardware and software to retrieve and print demographic data, ten prints, slaps, palm prints and photo images of offenders for use in combating local criminal activity. These purchases support domestic technology companies and allow them to retain employees and support staff. All equipment purchases will be made domestically, stimulating the economy of the United States

MAJOR DELIVERABLES

Once funding is approved and available, all proposed expenditures will be initiated and the products will be obtained, installed, and trained upon. The Apopka Police Department will submit required financial and programmatic reports as required.

PROGRAM NARRATIVE

The Sheriff’s Office currently maintains a database of offenders processed though the local corrections system. This includes photos, demographic data, and prints. The Apopka Police Department, with this grant, will be able to capture this information within the detective sections of the agency. Detectives and forensics personnel will be able to print fingerprint cards of offenders for comparative use by a latent print examiner. The system will also allow department members to use photos for comparative purposes, line ups, and submission into facial recognition databases.

The department is committed to forensic sciences and employs full time crime scene technicians. The department maintains a forensic science lab and conducts scientific evaluations of many types of evidence. With the members increasing their ability to obtain latent prints, being able to obtain comparison cards has become increasingly important.

The objectives of this grant project are to:

1. Lessen the time and cost of investigation by readily identifying the offender. Currently members must go to other agencies to obtain print cards of suspects and submit those cards with latents for comparison.

2. Strengthen cases for prosecution through the use of technology. Links to the crime through the use of forensic evidence reduces court time and provides an incentive for plea bargains. This reduces the time and cost of prosecution.

REVIEW NARRATIVE

The Apopka Police Department will make its FY 2014 JAG application available to the City Council of the City of Apopka for its review and comment at the regularly scheduled City Council Meeting at 120 East Main Street, Apopka, Florida on June 18, 2014.

The Apopka Police Department made its FY 2014 JAG application available to the public and gave notice to the public of such intent through posting at City Hall at 120 East Main Street, Apopka, Florida on June 9, 2014.

Such public comment has also been requested through the published City Council Agenda at the regularly scheduled City Council Meeting at 120 East Main Street, Apopka, Florida on June 18, 2014.

Budget Worksheet

BJA FY14 Edward Byrne Justice Assistance Grant Program
Technological Improvements for Apopka Police Department
Mugshot Retrieval and Ten-Print Card Access Initiative

A. Personnel \$0.00

No Personnel Expenses

B. Fringe Benefits \$0.00

No Fringe Benefits

C. Travel \$0.00

No Travel

D. Equipment \$15,109.00

<u>Item</u>		<u>Each</u>	<u>Cost</u>
Combination mugshot and fingerprint retrieval system			
Local print software / server / FBI approved printer	(1)	\$10,109.00	\$10,109.00
Digital photo manager	(1)	\$5,000.00	\$ 5,000.00
	Total		\$15,109.00

G. Consultants/Contracts \$0.00

No Consultants/Contracts

Total Direct Costs \$15,109.00

Budget Summary Page

A. Personnel/Salary Costs	<u>\$0.00</u>
B. Fringe Benefits	<u>\$0.00</u>
C. Travel	<u>\$0.00</u>
D. Equipment	<u>\$15,109.00</u>
E. Supplies	<u>\$0.00</u>
F. Construction	<u>\$0.00</u>
G. Consultants/Contracts	<u>\$0.00</u>
H. Other	<u>\$0.00</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$15,109.00</u>
Federal Request	<u>\$15,109.00</u>
Applicant Funds, if any, to be applied to this project	<u>\$</u>

Budget Narrative:

A. Personnel

No personnel are authorized or anticipated.

B. Fringe Benefits

No fringe benefits are authorized or anticipated.

C. Travel

No travel is authorized or anticipated.

D. Equipment

The applicant requests to purchase one (1) complete software and hardware system configured to retrieve and process offender demographics, tenprints, slaps, and palm prints to be used for criminal justice purposes in the investigation and identification of crimes @ \$10,109.00 each. The add-on component of multi-image retrieval and line-up application and software licenses for \$5,000.00 will also be purchased for a project cost of \$15,109.00.

This system is expected to improve the identification of suspects and should improve cases for prosecution and lessen the time and cost of investigation.

E. Supplies

No supplies are authorized or anticipated.

F. Construction

No construction is authorized or anticipated.

G. Consultants/Contracts

No consultants are authorized or anticipated.

H. Other

No other costs are anticipated.

I. Indirect Costs

No indirect costs are authorized or anticipated.

OMB APPROVAL
NUMBER 1121-0140

EXPIRES 03/31/2016

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Close Window

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Accept

Applicant Disclosure of Pending Applications

Applicant Name: City of Apopka, Florida, Police Department

Title of Project: FY2014 Edward Byrne Memorial Justice Assistance Grant

The City of Apopka does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Backup material for agenda item:

4. Authorize the execution of a lease agreement between the City of Apopka and VJIL, Inc. for rental space on the Apopka radio tower located at 131 N. Forest Avenue.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: June 18, 2014
 FROM: Police Department
 EXHIBITS: Agreement

SUBJECT:

AGREEMENT BETWEEN VJIL INCORPORATED AND THE CITY OF APOPKA.

Request:

AUTHORIZE THE CITY TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF APOPKA (“LESSOR”), AND VJIL. INC., (“LESSEE”), FOR THE PURPOSE OF SETTING FORTH THE RIGHTS, DUTIES AND OBLIGATIONS CONCERNING RENTAL SPACE ON THE APOPKA RADIO TOWER LOCATED AT 131 N. FOREST AVENUE.

SUMMARY:

The City of Apopka has a radio tower located at 131 North Forest Avenue. VJIL, Inc. desires to rent space on the tower in order to provide low power FM broadcasting from the site. VJIL, Inc. has agreed to rent space from the tower and provide a generator and automatic transfer switch capable of operating the facility in the event of utility power failure (which will be donated to and maintained by the City).

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Ratify the lease and authorize staff to execute the lease on behalf of the City.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director (2)
Commissioners (4)	HR Director	Recreation Director
CAO Richard Anderson	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

RADIO TOWER RENTAL AGREEMENT

THIS AGREEMENT made this 1st day of _____, 2014 by and between the City of Apopka (hereinafter referred to as "Lessor"), and VJIL. Inc., (hereinafter referred to as "Lessee"), for the purpose of setting forth the rights, duties and obligations concerning rental space on the Apopka radio tower located at 131 N. Forest Avenue according to the following terms and conditions:

WHEREAS, the City of Apopka has erected a radio tower to provide radio communication services within the City of Apopka and surrounding areas upon property owned by the City of Apopka, and

WHEREAS, within 180 days of the execution of this contract, the Lessee shall install a generator and automatic transfer switch capable of operating the facility in the event of utility power failure. The generator will be donated to and maintained by the City.

WHEREAS, the City of Apopka has determined that it is in the best interest of the City to enter into a rental agreement with the Lessee for the placement of the Low Power FM radio broadcast and related equipment at the tower.

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

1. Lessor shall lease to Lessee that portion of the radio tower and operations building necessary for installation and operation of the Lessee's radio equipment.
2. As consideration for the utilization of such tower, space and equipment, Lessee shall pay the Lessor the sum of \$3,600.00 per year, payable in advance with the payment due up on execution of this Agreement by the parties. Any such payment not paid within ten (10) days of its due date shall be grounds to suspend utilization for said tower and antenna and grounds for termination of the rental agreement upon written notice thereof.
3. This rental agreement shall be for the term of one (1) year, beginning with the execution of this agreement, and such term shall automatically renew for additional one (1) year increments until terminated by either party upon sixty (60) days written notice. Lessor reserves the right to adjust the consideration annually and with 60 days notice.
4. Lessor shall require that only duly authorized and qualified personnel perform any work at the tower site or in the control or equipment room and that all work performed on said site be with a quality workmanship like manner and that upon completion of any installations, repairs or other work performed on the site, that the area be left in a neat and orderly fashion. Lessor shall also require that any personnel conducting any work at the tower site will be properly licensed and insured with verification of same to be provided by Lessee or their authorized agent as required from time to time.

5. Lessee shall be responsible for obtaining all FCC licensing and shall receive all necessary authorizations and approval prior to the effective date of this rental agreement or any installations on the tower site.
6. Lessee shall furnish to Lessor the name of any business organizations or technicians who will be performing any work on the site in order to provide that proper security is maintained as well as to provide information concerning proper liability and that the parties performing the works are properly licensed and insured.
7. Lessor may from time to time require lessee to have an engineered survey completed with indication of the proper wind loading and that the tower is being maintained consistently with proper engineering standards.
8. Lessor reserves the right to require the removal and/or modification of the installation in the event that the utilization and equipment creates a hazard to the tower or control room or in the event that it creates interference with other existing systems as properly determined by communication specialists and with proper notification to allow the Lessee the least amount of interference with the modifications as required from time to time.
9. Lessee shall not have the right to sublease or otherwise allow any other communications provider to occupy space on any antenna structure or equipment enclosure installed by the Lessee at the premises.
10. Lessee hereby agrees to indemnify and hold Lessor and Lessor's officers, directors, partners, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee's use, operation, maintenance or repair of Lessee's facilities at the premises or access over Lessor's real property or Lessee's shared use of Lessor's easements for access to the premises, except those resulting from the negligence or willful misconduct of Lessor or Lessor's officers, directors, partners, employees, agents, contractors or subcontractors.

In Witness Whereof, the parties hereto have set their hands and seals on the above mentioned date.

Sign, sealed and delivered
In the presence of:

CITY OF APOPKA – “Lessor”

By _____
Richard D. Anderson, CAO

VJIL, Inc. “Lessee”

By _____
Vera Ramos, VJIL, Inc.

Backup material for agenda item:

1. ORDINANCE NO. 2366 – FIRST READING - ANNEXATION – A. Tanner Scofield III and Cathleen P. Scofield, property located at 3125 Ondich Road. (Parcel I.D. # 01-20-27-0000-00-032) (4.87 +/- acres).



**CITY OF APOPKA
CITY COUNCIL**

 CONSENT AGENDA
 X PUBLIC HEARING
 SPECIAL REPORTS
 X OTHER: Annexation

MEETING OF: June 18, 2014
FROM: Community Development
EXHIBITS: Exhibit "A" Summary of Cycle 2
Ordinance No. 2366
Vicinity Map

SUBJECT: 2014 ANNEXATION "CYCLE NO. 2

**Request: FIRST READING OF ORDINANCE NO. 2366; AND HOLD OVER FOR
SECOND READING AND ADOPTION**

SUMMARY:

OWNER: A. Tanner Scofield III and Cathleen P. Scofield

LOCATION: 3125 Ondich Road

LAND USE: Refer to Exhibit "A"

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 4.87 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through additional action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on May 29, 2014.

DULY ADVERTISED:

June 6, 2014 - 1/4 Page Public Hearing Advertisement
June 13, 2014 - 1/4 Page Public Hearing Advertisement
June 20, 2014 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

June 18, 2014 (8:00 pm) - City Council 1st Reading
July 2, 2014 (1:30 pm) - City Council 2nd Reading and Adoption

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2014 Annexation Cycle # 2.

Accept the First Reading of Ordinance Number 2366 and Hold it over for Second Reading and Adoption on July 2, 2014.

DISTRIBUTION

Mayor Kilsheimer	Finance Dir.	Public Ser. Dir (2)
Commissioners (4)	HR Director	City Clerk (4)
CAO Richard Anderson	IT Director	Fire Chief
Community Dev. Dir.	Police Chief	

EXHIBIT "A"
CITY OF APOPKA
2014 ANNEXATION CYCLE #2

TOTAL ACRES: 32.33 +/-
ANNEXATION ORDINANCE NO.: 2366-2370

Adopted this 2nd day of July, 2014

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2366	1	A. TANNER SCOFIELD III CATHLEEN P. SCOFIELD	3125 ONDICH ROAD	01-20-27-0000-00-032	4.87	SFR	RURAL 1DU/10 AC/AG
2367	2	KIMBERLY A. BUCHHEIT	6500 SWAIN ROAD	05-20-28-0000-00-005	19.41	MANUFACTURED HOME (3)	RURAL 1DU/10 AC/AG
2368	3	BRUCE ROSS	1381 USTLER ROAD	34-20-28-0000-00-021	1.11	SFR	LOW DENSITY RESIDENTIAL MAX.4 DU/AC
2369	4	LOUIS R. HAUBNER JR. DIANN HAUBNER	347 TANGLEWILDE STREET	03-21-28-0000-00-086	1.97	SFR	LOW DENSITY RESIDENTIAL MAX .4DU/AC
2370	5	ADVENTIST HEALTH SYSTEM/ SUNBELT, INC.	OCOEE APOPKA ROAD, SOUTH OF S.R. 414 AND EAST OF S.R. 429	20-21-28-0000-00-043 20-21-28-0000-00-045 20-21-28-0000-00-047	3.19 1.58 <u>0.20</u> 4.97	VACANT LAND	NONE
				TOTAL ACRES	32.33		

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ORDINANCE NO. 2366

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY A.TANNER SCOFIELD III AND CATHLEEN P. SCOFIELD, LOCATED NORTH OF ONDICH ROAD AND WEST OF PLYMOUTH SORRENTO ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, A. Tanner Scofield III and Cathleen P. Scofield , owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the property located north of Ondich Road and west of Plymouth Sorrento Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

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

SECTION I: That the following described property, being situated in Orange County, Florida, totaling 4.87 +/- acres, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Description:

THE EAST 330 FEET OF THE WEST 495 FEET OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SEC 01-20-27.

Parcel I.D.: 01-20-27-0000-00-032

Contains: 4.87 +/- acres

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

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 a section or subsection or part of this ordinance.

ORDINANCE NO. 2366

PAGE 2

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

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: June 18, 2014

READ SECOND TIME

& ADOPTED: July 2, 2014

Joseph E. Kilsheimer, Mayor

ATTEST:

Janice G. Goebel, City Clerk

APPROVED AS TO FORM:

Frank C. Kruppenbacher, City Attorney

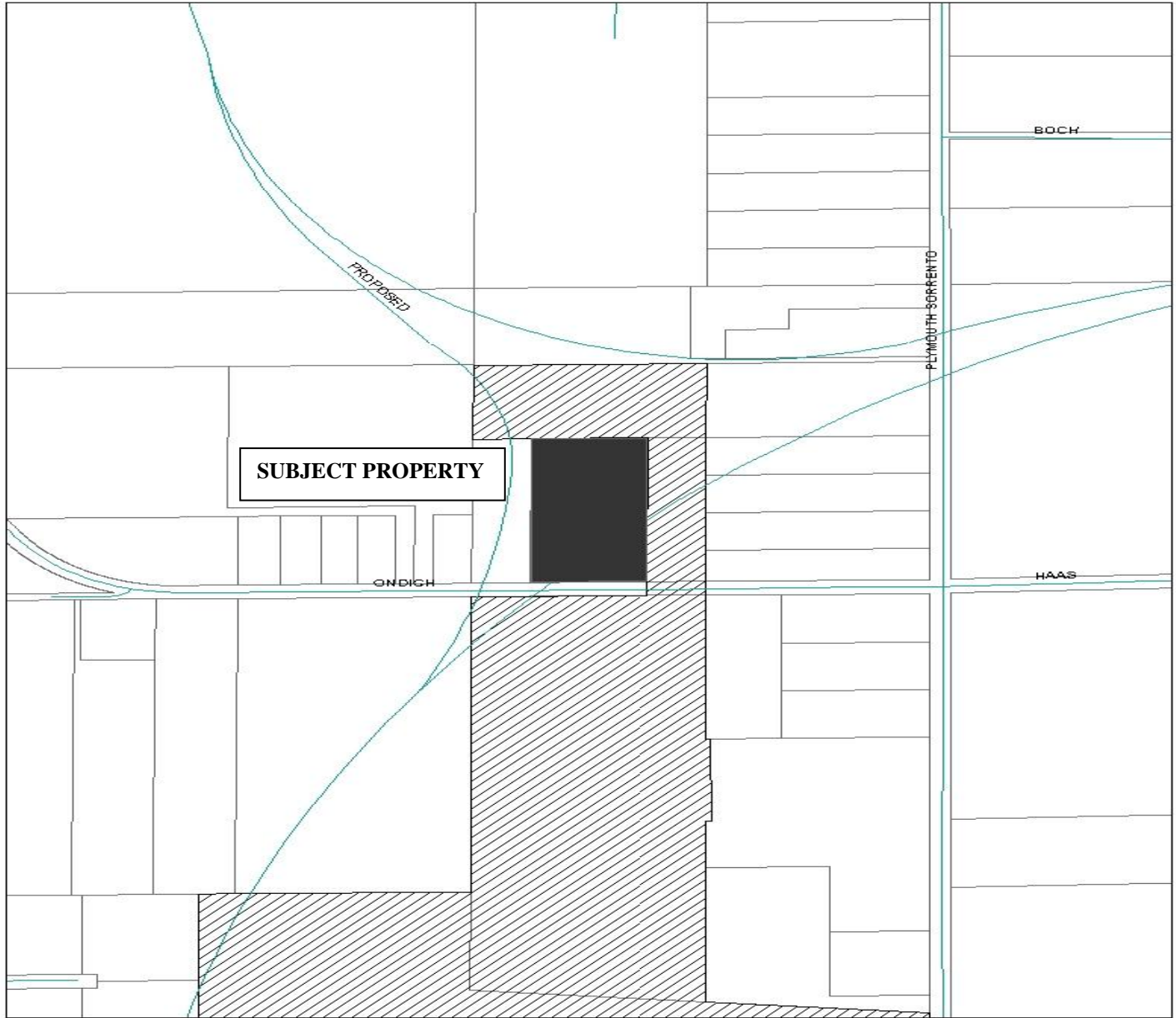
DULY ADVERTISED FOR PUBLIC HEARING: June 6, 2014
June 13, 2014
June 20, 2014



ANNEXATION
A. TANNER SCOFIELD
CATHLEEN P. SCOFIELD
ONDICH ROAD

Exhibit "A"
Ord. # 2366
Parcel ID: 01-20-27-0000-00-032

Total Acres: 4.87 +/-



VICINITY MAP

Backup material for agenda item:

2. ORDINANCE NO. 2367 – FIRST READING - ANNEXATION – Kimberly A. Buchheit, property located at 6500 Swain Road. (Parcel I.D. # 05-20-28-0000-00-005) (19.41 +/- acres).



**CITY OF APOPKA
CITY COUNCIL**

 CONSENT AGENDA
 X PUBLIC HEARING
 SPECIAL REPORTS
 X OTHER: Annexation

MEETING OF: June 18, 2014
FROM: Community Development
EXHIBITS: Exhibit "A" Summary of Cycle 2
Ordinance No. 2367
Vicinity Map

SUBJECT: 2014 ANNEXATION "CYCLE NO. 2

**Request: FIRST READING OF ORDINANCE NO. 2367; AND HOLD OVER FOR
SECOND READING AND ADOPTION**

SUMMARY:

OWNER: Kimberly A. Buchheit
LOCATION: 6500 Swain Road
LAND USE: Refer to Exhibit "A"
EXISTING USE: Refer to Exhibit "A"
TRACT SIZE: 19.41 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through additional action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on May 29, 2014.

DULY ADVERTISED:

June 6, 2014 - 1/4 Page Public Hearing Advertisement
June 13, 2014 - 1/4 Page Public Hearing Advertisement
June 20, 2014 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

June 18, 2014 (8:00 pm) - City Council 1st Reading
July 2, 2014 (1:30 pm) - City Council 2nd Reading and Adoption

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2014 Annexation Cycle # 2.

Accept the First Reading of Ordinance Number 2367 and Hold it over for Second Reading and Adoption on July 2, 2014.

DISTRIBUTION

Mayor Kilsheimer
Commissioners (4)
CAO Richard Anderson
Community Dev. Dir.

Finance Dir.
HR Director
IT Director
Police Chief

Public Ser. Dir (2)
City Clerk (4)
Fire Chief

EXHIBIT "A"
CITY OF APOPKA
2014 ANNEXATION CYCLE #2

TOTAL ACRES: 32.33 +/-
ANNEXATION ORDINANCE NO.: 2366-2370

Adopted this 2nd day of July, 2014

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2366	1	A. TANNER SCOFIELD III CATHLEEN P. SCOFIELD	3125 ONDICH ROAD	01-20-27-0000-00-032	4.87	SFR	RURAL 1DU/10 AC/AG
2367	2	KIMBERLY A. BUCHHEIT	6500 SWAIN ROAD	05-20-28-0000-00-005	19.41	MANUFACTURED HOME (3)	RURAL 1DU/10 AC/AG
2368	3	BRUCE ROSS	1381 USTLER ROAD	34-20-28-0000-00-021	1.11	SFR	LOW DENSITY RESIDENTIAL MAX.4 DU/AC
2369	4	LOUIS R. HAUBNER JR. DIANN HAUBNER	347 TANGLEWILDE STREET	03-21-28-0000-00-086	1.97	SFR	LOW DENSITY RESIDENTIAL MAX .4DU/AC
2370	5	ADVENTIST HEALTH SYSTEM/ SUNBELT, INC.	OCOEE APOPKA ROAD, SOUTH OF S.R. 414 AND EAST OF S.R. 429	20-21-28-0000-00-043 20-21-28-0000-00-045 20-21-28-0000-00-047	3.19 1.58 <u>0.20</u> 4.97	VACANT LAND	NONE
				TOTAL ACRES	32.33		

g:\Shared\4020\PLANNING_ZONING\Annexations\2014 Cycle 2 Spreadsheet.wpd

ORDINANCE NO. 2367

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY KIMBERLY A. BUCHHEIT, LOCATED SOUTH OF SWAIN ROAD AND WEST OF MT. PLYMOUTH ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Kimberly A. Buchheit, owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the property located south of Swain Road and west of Mt. Plymouth Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

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

SECTION I: That the following described property, being situated in Orange County, Florida, totaling 19.41 +/- acres, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Description:

THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 05-20-28.
Parcel I.D.: 05-20-28-0000-00-005
Contains: 19.41 +/- acres

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

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 a section or subsection or part of this ordinance.

SECTION VI: That all ordinances, or parts of ordinances, in conflict with this Ordinance are hereby repealed.

ORDINANCE NO. 2366

PAGE 2

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: June 18, 2014

READ SECOND TIME

& ADOPTED: July 2, 2014

Joseph E. Kilsheimer, Mayor

ATTEST:

Janice G. Goebel, City Clerk

APPROVED AS TO FORM:

Frank C. Kruppenbacher, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: June 6, 2014
 June 13, 2014
 June 20, 2014



ANNEXATION
KIMBERLY A. BUCHHEIT
SWAIN ROAD

Exhibit "A"
Ord. # 2367
Parcel ID: 05-20-28-0000-00-005

Total Acres: 19.41 +/-



VICINITY MAP

Backup material for agenda item:

3. ORDINANCE NO. 2368 – FIRST READING - ANNEXATION – Bruce Ross, property located at 1381 Ustler Road. (Parcel I.D. # 34-20-28-0000-00-021) (1.11 +/- acres).



**CITY OF APOPKA
CITY COUNCIL**

 CONSENT AGENDA
 X PUBLIC HEARING
 SPECIAL REPORTS
 X OTHER: Annexation

MEETING OF: June 18, 2014
FROM: Community Development
EXHIBITS: Exhibit "A" Summary of Cycle 2
Ordinance No. 2368
Vicinity Map

SUBJECT: 2014 ANNEXATION "CYCLE NO. 2

**Request: FIRST READING OF ORDINANCE NO. 2368; AND HOLD OVER FOR
SECOND READING AND ADOPTION**

SUMMARY:

OWNER: Bruce Ross
LOCATION: 1381 Ustler Road
LAND USE: Refer to Exhibit "A"
EXISTING USE: Refer to Exhibit "A"
TRACT SIZE: 1.11 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through additional action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on May 29, 2014.

DULY ADVERTISED:

June 6, 2014 - 1/4 Page Public Hearing Advertisement
June 13, 2014 - 1/4 Page Public Hearing Advertisement
June 20, 2014 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

June 18, 2014 (8:00 pm) - City Council 1st Reading
July 2, 2014 (1:30 pm) - City Council 2nd Reading and Adoption

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2014 Annexation Cycle # 2.

Accept the First Reading of Ordinance Number 2368 and Hold it over for Second Reading and Adoption on July 2, 2014.

DISTRIBUTION

Mayor Kilsheimer	Finance Dir.	Public Ser. Dir (2)
Commissioners (4)	HR Director	City Clerk (4)
CAO Richard Anderson	IT Director	Fire Chief
Community Dev. Dir.	Police Chief	

EXHIBIT "A"
CITY OF APOPKA
2014 ANNEXATION CYCLE #2

TOTAL ACRES: 32.33 +/-
ANNEXATION ORDINANCE NO.: 2366-2370

Adopted this 2nd day of July, 2014

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2366	1	A. TANNER SCOFIELD III CATHLEEN P. SCOFIELD	3125 ONDICH ROAD	01-20-27-0000-00-032	4.87	SFR	RURAL 1DU/10 AC/AG
2367	2	KIMBERLY A. BUCHHEIT	6500 SWAIN ROAD	05-20-28-0000-00-005	19.41	MANUFACTURED HOME (3)	RURAL 1DU/10 AC/AG
2368	3	BRUCE ROSS	1381 USTLER ROAD	34-20-28-0000-00-021	1.11	SFR	LOW DENSITY RESIDENTIAL MAX.4 DU/AC
2369	4	LOUIS R. HAUBNER JR. DIANN HAUBNER	347 TANGLEWILDE STREET	03-21-28-0000-00-086	1.97	SFR	LOW DENSITY RESIDENTIAL MAX .4DU/AC
2370	5	ADVENTIST HEALTH SYSTEM/ SUNBELT, INC.	OCOEE APOPKA ROAD, SOUTH OF S.R. 414 AND EAST OF S.R. 429	20-21-28-0000-00-043 20-21-28-0000-00-045 20-21-28-0000-00-047	3.19 1.58 <u>0.20</u> 4.97	VACANT LAND	NONE
TOTAL ACRES					32.33		

g:\Shared\4020\PLANNING_ZONING\Annexations\2014 Cycle 2 Spreadsheet.wpd

ORDINANCE NO. 2368

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY BRUCE ROSS, LOCATED SOUTH OF WELCH ROAD AND EAST OF USTLER ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Bruce Ross, owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the property located south of Welch Road and east of Ustler Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

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

SECTION I: That the following described property, being situated in Orange County, Florida, totaling 1.11 +/- acres, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Description:

THE WEST 240 FEET OF THE NORTH 554 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34-20-28 LYING SOUTH THE OF R/W (LESS THE WEST 30 FEET FOR R/W) & BEGINNING 823.5 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34 THENCE RUN EAST 240 FEET, NORTH 40 FEET, WEST 240 FEET, SOUTH 40 FEET TO THE POINT OF BEGINNING (LESS THE WEST 30 FEET FOR R/W & LESS THE WEST 240 FEET OF THE NORTH 286.7 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34)

Parcel I.D.: 34-20-28-0000-00-021

Contains: 1.11 +/- acres

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

ORDINANCE NO. 2368

PAGE 2

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 a 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 passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: June 18, 2014

READ SECOND TIME

& ADOPTED: July 2, 2014

Joseph E. Kilsheimer, Mayor

ATTEST:

Janice G. Goebel, City Clerk

APPROVED AS TO FORM:

Frank C. Kruppenbacher, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: June 6, 2014
June 13, 2014
June 20, 2014



ANNEXATION
BRUCE ROSS
USTLER ROAD

Exhibit "A"
Ord. # 2368
Parcel ID: 34-20-28-0000-00-021

Total Acres: 1.11 +/-



VICINITY MAP

Backup material for agenda item:

4. ORDINANCE NO. 2369 – FIRST READING - ANNEXATION – Louise R. Jr. & Diann Haubner, property located at 347 Tanglewilde Street. (Parcel I.D. # 03-21-28-0000-00-086) (1.97 +/- acres).



**CITY OF APOPKA
CITY COUNCIL**

 CONSENT AGENDA
 X PUBLIC HEARING
 SPECIAL REPORTS
 X OTHER: Annexation

MEETING OF: June 18, 2014
FROM: Community Development
EXHIBITS: Exhibit "A" Summary of Cycle 2
Ordinance No. 2369
Vicinity Map

SUBJECT: 2014 ANNEXATION "CYCLE NO. 2

**Request: FIRST READING OF ORDINANCE NO. 2369; AND HOLD OVER FOR
SECOND READING AND ADOPTION**

SUMMARY:

OWNER: Louis R. Haubner and Diann Haubner
LOCATION: 347 Tanglewilde Street
LAND USE: Refer to Exhibit "A"
EXISTING USE: Refer to Exhibit "A"
TRACT SIZE: 1.97 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through additional action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on May 29, 2014.

DULY ADVERTISED:

June 6, 2014 - 1/4 Page Public Hearing Advertisement
June 13, 2014 - 1/4 Page Public Hearing Advertisement
June 20, 2014 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

June 18, 2014 (8:00 pm) - City Council 1st Reading
July 2, 2014 (1:30 pm) - City Council 2nd Reading and Adoption

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2014 Annexation Cycle # 2.

Accept the First Reading of Ordinance Number 2369 and Hold it over for Second Reading and Adoption on July 2, 2014.

DISTRIBUTION

Mayor Kilsheimer	Finance Dir.	Public Ser. Dir (2)
Commissioners (4)	HR Director	City Clerk (4)
CAO Richard Anderson	IT Director	Fire Chief
Community Dev. Dir.	Police Chief	

EXHIBIT "A"
CITY OF APOPKA
2014 ANNEXATION CYCLE #2

TOTAL ACRES: 32.33 +/-
ANNEXATION ORDINANCE NO.: 2366-2370

Adopted this 2nd day of July, 2014

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2366	1	A. TANNER SCOFIELD III CATHLEEN P. SCOFIELD	3125 ONDICH ROAD	01-20-27-0000-00-032	4.87	SFR	RURAL 1DU/10 AC/AG
2367	2	KIMBERLY A. BUCHHEIT	6500 SWAIN ROAD	05-20-28-0000-00-005	19.41	MANUFACTURED HOME (3)	RURAL 1DU/10 AC/AG
2368	3	BRUCE ROSS	1381 USTLER ROAD	34-20-28-0000-00-021	1.11	SFR	LOW DENSITY RESIDENTIAL MAX.4 DU/AC
2369	4	LOUIS R. HAUBNER JR. DIANN HAUBNER	347 TANGLEWILDE STREET	03-21-28-0000-00-086	1.97	SFR	LOW DENSITY RESIDENTIAL MAX .4DU/AC
2370	5	ADVENTIST HEALTH SYSTEM/ SUNBELT, INC.	OCOEE APOPKA ROAD, SOUTH OF S.R. 414 AND EAST OF S.R. 429	20-21-28-0000-00-043 20-21-28-0000-00-045 20-21-28-0000-00-047	3.19 1.58 <u>0.20</u> 4.97	VACANT LAND	NONE
				TOTAL ACRES	32.33		

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ORDINANCE NO. 2369

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY LOUIS R. HAUBNER JR. AND DIANN HAUBNER, LOCATED NORTH OF TANGLEWILDE STREET AND WEST OF USTLER ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Louis R. Haubner Jr. and Diann Haubner, owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the property located north of Tanglewilde Street and west of Ustler Road; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

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

SECTION I: That the following described property, being situated in Orange County, Florida, totaling 1.97 +/- acres, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Description:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 03-21-28; THENCE RUN NORTH 00 DEGREES EAST 651.15 FEET NORTH 89 DEGREES EAST 697.9 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES EAST 137.74 FEET SOUTH 00 DEGREES EAST 622.75 FEET TO THE NORTH R/W LINE OF TANGLEWILDE STREET, SOUTH 89 DEGREES WEST ALONG THE NORTH R/W LINE 137.74 FEET NORTH 00 DEGREES WEST 622.47 FEET TO THE POINT OF BEGINNING.

Parcel I.D.: 03-21-28-0000-00-086

Contains: 1.97 +/- acres

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

ORDINANCE NO. 2368

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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 a 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 passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: June 18, 2014

READ SECOND TIME

& ADOPTED: July 2, 2014

Joseph E. Kilsheimer, Mayor

ATTEST:

Janice G. Goebel, City Clerk

APPROVED AS TO FORM:

Frank C. Kruppenbacher, City Attorney

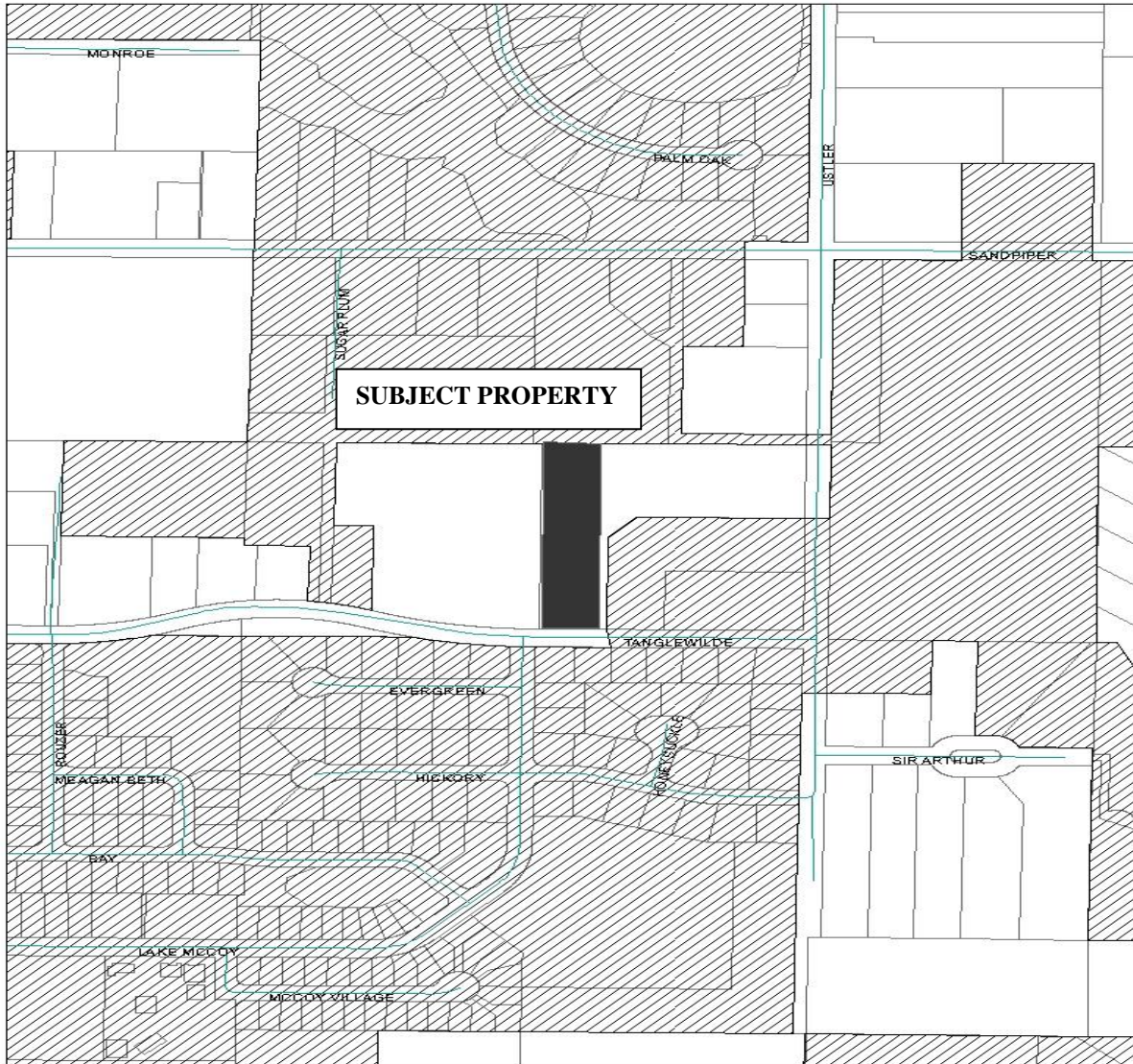
DULY ADVERTISED FOR PUBLIC HEARING: June 6, 2014
June 13, 2014
June 20, 2014



ANNEXATION
LOUIS R. HAUBNER
DIANN HAUBNER
TANGLEWILDE STREET

Exhibit "A"
Ord. # 2369
Parcel ID: 03-21-28-0000-00-086

Total Acres: 1.97 +/-



VICINITY MAP

Backup material for agenda item:

5. ORDINANCE NO. 2370 – FIRST READING - ANNEXATION – Adventist Health System/Sunbelt, Inc., property located on Ocoee Apopka Road, south of S.R. 414 and east of S.R. 429. (Parcel I.D. # 20-21-28-0000-00-043 (3.19 +/- ac), 20-21-28-0000-00-045 (1.58 +/- ac), and 20-21-28-0000-00-047 (0.20 +/- ac) (Total: 4.97 +/- acres).



**CITY OF APOPKA
CITY COUNCIL**

 CONSENT AGENDA
 X PUBLIC HEARING
 SPECIAL REPORTS
 X OTHER: Annexation

MEETING OF: June 18, 2014
FROM: Community Development
EXHIBITS: Exhibit "A" Summary of Cycle 2
Ordinance No. 2370
Vicinity Map

SUBJECT: 2014 ANNEXATION "CYCLE NO. 2

**Request: FIRST READING OF ORDINANCE NO. 2370; AND HOLD OVER FOR
SECOND READING AND ADOPTION**

SUMMARY:

OWNER: Adventist Health System/Sunbelt, Inc. d/b/a/ Florida Hospital
LOCATION: On Ocoee Apopka Road, south of State Road 414 and east of State Road 429
LAND USE: Refer to Exhibit "A"
EXISTING USE: Refer to Exhibit "A"
TRACT SIZE: 4.97 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through additional action by the City Council.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on May 29, 2014.

DULY ADVERTISED:

June 6, 2014 - 1/4 Page Public Hearing Advertisement
June 13, 2014 - 1/4 Page Public Hearing Advertisement
June 20, 2014 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

June 18, 2014 (8:00 pm) - City Council 1st Reading
July 2, 2014 (1:30 pm) - City Council 2nd Reading and Adoption

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2014 Annexation Cycle # 2.

Accept the First Reading of Ordinance Number 2370 and Hold it over for Second Reading and Adoption on July 2, 2014.

DISTRIBUTION

Mayor Land	Finance Dir.	Public Ser. Dir (2)
Commissioners (4)	HR Director	City Clerk (4)
CAO Richard Anderson	IT Director	Fire Chief
Community Dev. Dir.	Police Chief	

EXHIBIT "A"
CITY OF APOPKA
2014 ANNEXATION CYCLE #2

TOTAL ACRES: 32.33 +/-
ANNEXATION ORDINANCE NO.: 2366-2370

Adopted this 2nd day of July, 2014

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2366	1	A. TANNER SCOFIELD III CATHLEEN P. SCOFIELD	3125 ONDICH ROAD	01-20-27-0000-00-032	4.87	SFR	RURAL 1DU/10 AC/AG
2367	2	KIMBERLY A. BUCHHEIT	6500 SWAIN ROAD	05-20-28-0000-00-005	19.41	MANUFACTURED HOME (3)	RURAL 1DU/10 AC/AG
2368	3	BRUCE ROSS	1381 USTLER ROAD	34-20-28-0000-00-021	1.11	SFR	LOW DENSITY RESIDENTIAL MAX.4 DU/AC
2369	4	LOUIS R. HAUBNER JR. DIANN HAUBNER	347 TANGLEWILDE STREET	03-21-28-0000-00-086	1.97	SFR	LOW DENSITY RESIDENTIAL MAX .4DU/AC
2370	5	ADVENTIST HEALTH SYSTEM/ SUNBELT, INC.	OCOEE APOPKA ROAD, SOUTH OF S.R. 414 AND EAST OF S.R. 429	20-21-28-0000-00-043 20-21-28-0000-00-045 20-21-28-0000-00-047	3.19 1.58 <u>0.20</u> 4.97	VACANT LAND	NONE
				TOTAL ACRES	32.33		

g:\Shared\4020\PLANNING_ZONING\Annexations\2014 Cycle 2 Spreadsheet.wpd

ORDINANCE NO. 2370

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY ADVENTIST HEALTH SYSTEM/SUNBELT INC., d/b/a/ FLORIDA HOSPITAL, LOCATED ON OCOEE APOPKA ROAD, SOUTH OF STATE ROAD 414 AND EAST OF STATE ROAD 429; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Adventist Health System/Sunbelt Inc., d/b/a/ Florida Hospital, owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the property located on Ocoee Apopka Road, south of State Road 414 and east of State Road 429; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

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

SECTION I: That the following described property, being situated in Orange County, Florida, totaling 4.97 +/- acres, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Description:

THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING IN UNINCORPORATED ORANGE COUNTY LIMITS: COMM AT W1/4 COR OF SEC 20-21-28 TH N89-37-58E 92.86 FT ALONG N LINE OF SW1/4 OF SAID SEC TO A PT ON ELY LIMITED ACCESS R/W OF SR 429 RE-ALIGNMENT PER R/W MAP FOR SR 429 -414 PROJ NUM 429-200 ALSO BEING THE POB TH CONT N89-37-58E 717.98 FT TO PT ON WLY R/W LINE OF SR 429 PER R/W MAP FOR SR 429 PROJ NUM 75320-6460-604 TH N44-05-55E 707.31 TO PT ON INTERSECTION OF WLY R/W LINE OF SR 429 WITH WLY R/W LINE OF CR 437A RE-ALIGNMENT TO PT ON A CURV CONCV ELY HAVING A RAD OF 1026.93 FT A CHORD BEARING OF S05-01-48E A CENTRAL ANGLE OF 10-00-31 AND AN ARC DIST OF 179.39 FT TO PT OF TANGENCY TH S10-02-03E 316.91 TO PT ON A CURV CONCV WLY HAVING A RAD OF 879.93 FT A CENTRAL ANGLE OF 27-49-52 AND AN ARC DIST OF 427.42 FT TH S17-47-49W 22.43 FT TO PT OF INTERSECTION OF ELY R/W OF SR 429 & WLY R/W OF CR 437A RE-ALIGNMENT TH S75-28-00W 343.14 FT TH S54-18-03W 244.82 FT TO PT ON A CURV CONCV SELY HAVING A RAD OF 4204.11 A CHORD BEARING OF S51-42-17W A CENTRAL ANGLE OF 05-11-32 AND AN ARC DIST OF 380.99 FT TH N40-53-29W 404.67 FT TH S44-05-55W 132.1 FT TO PT ON A CURV CONCV SELY HAVING A RAD OF 3046.23 A CHORD BEARING OF S42-14-03W A CENTRAL ANGLE OF 03-43-44 AND AN ARC DIST OF 198.25 FT TO PT OF WLY R/W LINE OF SR 429 & ELY LINE OF SR 429 RE-ALIGNMENT BEING A PT ON A CURV CONCV WLY HAVING A RAD OF 3868.59 FT A CHORD BEARING OF N05-10-03E A CENTRAL ANGLE OF 12-15-08 AND AN ARC DIST OF 827.26 FT TO POB PER 10692/5890 CEL I.D.: 20-221-28-0000-00-043 CONTAINS 3.19 +/- ACRES;

AND

THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING IN UNINCORPORATED ORANGE COUNTY LIMITS: COMM AT SE COR OF NW1/4 OF 20-21-28 TH S89-37-58W 1111.01 FT ALONG S LINE OF SAID NW 1/4 TH N08-18-00W 8.25 FT FOR POB BEING PT ON CURV CONCV WLY HAVING A RAD OF 1029.93 FT A CHORD BEARING OF N11-15-10W A CENTRAL ANGLE OF 05-54-20 AND AN ARC DIST OF 106.15 FT TH N14-12-19W 177.38 FT TO PT ON CURV CONCV ELY HAVING A RAD OF 894.93 FT A CENTRAL ANGLE OF 08-12-55 AND AN ARC DIST OF 128.32 FT TO PT OF INTERSECTION OF ELY R/W LINE OF CR 437A RE-ALIGNMENT AND WLY R/W LINE OF SR 429 PER R/W MAP OF SR 429 PROJ NUM 7532-6460-604 TH CONT ALONG ARC OF CURV HAVING A RAD OF 894.93 FT A CENTRAL ANGLE OF 22-45-47 FOR A DIST OF 355.55 FT TO BEG OF ELY R/W OF SAID CR 437A RE-ALIGNMENT TH CONT ALONG ARC OF CURV HAVING A RAD OF 894.93 FT A CENTRAL ANGLE OF 26-42-40 FOR A DIST OF 417.22 FT TH DEPARTING SAID R/W RUN S40-35-36E 226.72 FT TO A PT ON WLY R/W OF CR 437A AS SHOWN ON SAID R/W MAP TH S17-47-49W 986.53 FT ALONG R/W TO POB PER 10692/5890 PARCEL I.D.: 20-21-28-0000-00-045 CONTAINS 1.58+/- ACRES;

AND

THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING IN UNINCORPORATED ORANGE COUNTY LIMITS: COMM AT SE COR OF NW1/4 OF SEC 20-21-28 TH S89-37-58W 1051.68 FT ALONG S LINE OF SAID NW 1/4 TO A PT ON ELY R/W LINE OF CR 437A AS SHOWN ON R/W MAP OF SR 429 PROJ NUM 7532-6460-604 TH N17-47-49E 58.2 FT ALONG ELY R/W OF CR 437A TO ELY R/W OF SR 429 AS SHOWN ON R/W MAP ALSO BEING THE POB TH CONT N17-47-49E 880.33 FT ALONG CR 437A TH S40-35-36E 91.41 FT TH N49-24-25E 386.96 FT TO PT ON CURV CONCV NWLY HAVING A RAD OF 7469.44 FT A CENTRAL ANGLE OF 02-55-30 AND AN ARC DIST OF 381.32 FT TO PT OF INTERSECTION OF WLY R/W OF SR 429 TH S43-31-05E 350 FT TO PT ON ELY R/W OF SR 429 BEING ON A CURV CONCV NWLY HAVING A RAD OF 7819.44 FT A CHORD BEARING OF S47-56-40W A CENTRAL ANGLE OF 02-55-30 AND AN ARC DIST OF 399.19 FT TH S49-24-25W 505.85 FT TH S43-41-47W 201 FT TH S49-24-25W 430.83 FT TO POB PER 10692/5890 PARCEL I.D.: 20-21-28-0000-00-047 CONTAINS 0.20+/- ACRES

Parcel I.D. Nos.: 20-21-28-0000-00-043, 20-21-28-0000-00-045 &
20-21-28-0000-00-047

Total Combined Acres 4.97 +/-

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

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 a section or subsection or part of this ordinance.

ORDINANCE NO. 2368

PAGE 3

SECTION VI: That all ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: June 18, 2014

READ SECOND TIME

& ADOPTED: July 2, 2014

Joseph E. Kilsheimer, Mayor

ATTEST:

Janice G. Goebel, City Clerk

APPROVED AS TO FORM:

Frank C. Kruppenbacher, City Attorney

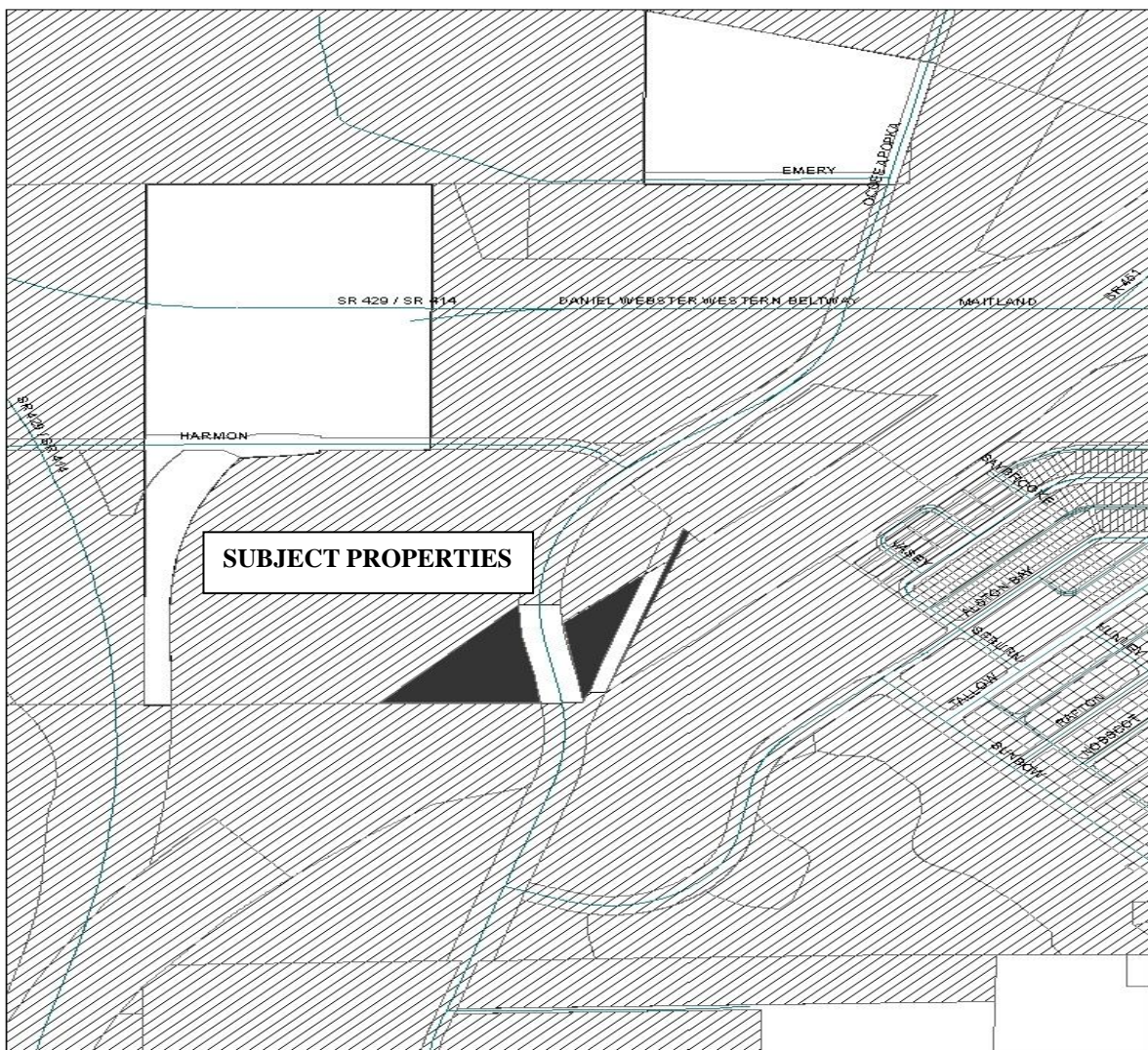
DULY ADVERTISED FOR PUBLIC HEARING: June 6, 2014
June 13, 2014
June 20, 2014



ANNEXATION
ADVENTIST HEALTH SYSTEM/SUNBELT INC.
d/b/a FLORIDA HOSPITAL
ON OCOEE APOPKA ROAD, SOUTH OF STATE ROAD 414,
AND EAST OF STATE ROAD 429

Exhibit "A"
Ord. # 2370
Parcel ID:
20-21-28-0000-00-043
20-21-28-0000-00-045
20-21-28-0000-00-047

Total Acres: 4.97 +/-



VICINITY MAP

Backup material for agenda item:

1. FINAL DEVELOPMENT PLAN/PLAT – Oak Ridge, Phase 2, owned by The Ryland Group, c/o Vernon Priest; the engineer is Boyd Civil Engineering, c/o Steve Boyd, P.E.; and the property is located east of Plymouth Sorrento Road, north of Appy Lane. (Parcel ID Nos. 18-20-28-0000-00-014; 18-20-28-0000-00-021; 18-20-28-0000-00-022; 18-20-28-0000-00-023; 18-20-28-0000-00-098; 18-20-28-0000-00-108; and 18-20-28-0000-00-109)



CITY OF APOPKA CITY COUNCIL

PUBLIC HEARING
 SPECIAL REPORTS
 PLAT APPROVAL
 OTHER: Final Dev. Plan/Plat

MEETING OF: June 18, 2014
FROM: Community Development
EXHIBITS: Vicinity Map
Final Dev. Plan/Plat
Landscape Plan

PROJECT: OAK RIDGE, PHASE 2 FINAL DEVELOPMENT PLAN/PLAT

Request: APPROVAL OF THE OAK RIDGE, PHASE 2 FINAL DEVELOPMENT PLAN/PLAT; AND ISSUANCE OF THE FINAL DEVELOPMENT ORDER

SUMMARY:

OWNER: The Ryland Group, c/o Vernon Priest
APPLICANT/ENGINEER: Boyd Civil Engineering, c/o Steve Boyd, P.E.
LOCATION: East of Plymouth Sorrento Road and North of Appy Lane
PARCEL ID NUMBERS: 18-20-28-0000-00-014; 18-20-28-0000-00-021; 18-20-28-0000-00-022; 18-20-28-0000-00-023; 18-20-28-0000-00-098; 18-20-28-0000-00-108; and 18-20-28-0000-00-109
FUTURE LAND USE: Residential Very Low Suburban (0-2 du/ac)
ZONING: R-1AAA
EXISTING USE: Vacant Land
PROPOSED USE: Single Family Residential Subdivision (94) Lots
Min. Lot Size: 16,000sq. ft. Min. Lot Width: 120 ft.
Min. Living: 1,800 S.F.
TRACT SIZE: 56.64 +/- Acres
DENSITY: 1.60 units per gross acre

DISTRIBUTION

Mayor Kilsheimer
Commissioners (4)
CAO Richard Anderson
Community Dev. Dir.

Finance Dir.
HR Director
IT Director
Police Chief

Public Ser. Dir (2)
City Clerk
Fire Chief

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Very Low Suburban (0-2 du/ac)	R-1AAA	Greenhouses Oak Ridge, Phase 1
East (City)	Residential Very Low Suburban (1 du/5 ac)	AG-E	SFR
South (City)	Residential Very Low Suburban (0-2 du/ac)	R-1AAA	Vacant Land, 3 SFRs, Greenhouses
West (County) West (City)	Residential Very Low Suburban (0-2 du/ac)	A-2 R-1AAA	Vacant Land SFR/Greenhouses

ADDITIONAL COMMENTS:

Project Use: The Oak Ridge, Phase 2 Final Development Plan proposes the development of 94 single family residential lots. The minimum typical lot width is 120 feet with a minimum lot size of 16,000 square feet. The proposed minimum living area for the subdivision is 2,200 square feet (1,800 square feet) minimum is set forth in Chapter 2 of the Land Development Code and approved with the Preliminary Development Plan.

Access: Ingress/egress for the development will be via Plymouth Sorrento Road and Apply Lane. The primary entrance connects with Plymouth Sorrento Road.

Stormwater: There are three dry retention basins on site that have been designed to meet the City’s Land Development Code requirements.

Recreation: The developer is providing a 42,688.80 square foot active and passive recreation area. The Land Development Code requires a minimum recreation space of 40,000 square feet based on 94 residential lots.

Environmental: A habitat management plan was submitted by the applicant. Based on the results of this study, the developer must obtain approval from the Florida Department of Environmental Protection prior to commencing any site construction activity.

Buffer/Tree Program and Landscaping: Buffers provided are consistent with the Land Development Code. The developer is required to pay tree mitigation fee of \$910.00 into the tree bank fund.

The following is a summary of the Oak Ridge, Phase 2, tree replacement program:

Total inches on-site:	2,910
Total number of specimen trees:	21
Total inches removed:	1,925
Total inches replaced:	1,834
Total tree inches to be mitigated:	91
Total inches (post development):	2,786

SCHOOL CAPACITY REPORT: No development activity and can occur and a plat cannot be recorded
 time that a concurrency mitigation agreement has been approved by OCPS.

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

VARIANCE REQUEST: Section 2.02.01.A. Minimum Lot Area. For the R-1AAA zoning district the minimum lot area is 16,000 sq. ft. The applicant requests a reduction in lot area for the following lots:

Lot #	Proposed Lot Area (sq. ft.)	Variance (sq. ft.)	Net Decrease in Lot Area (%)
195	15,794.16	205.84	1.29%
196	15,794.16	205.84	1.29%
202	15,554.79	445.21	2.78%
203	15,527.99	472.01	2.95%
204	15,507.76	492.24	3.08%
205	15,984.00	16.00	0.10%

Hardship: After the preliminary development plan was approved by the City of Apopka, Orange County Public Works required that an additional twenty (20) feet of right-of-way dedication be provided along the eastern side of Plymouth Sorrento Road. Ten feet of right of way was originally proposed to be dedicated for right-of-way. To accommodate a future expansion of Plymouth Sorrento Road to a four lane divided street, a 120 foot wide right-of-way is planned. Thirty additional feet of right-of-way is needed on both sides of Plymouth Sorrento Road, from U.S. 441 to Kelly Park Road, to achieve this future need. For the Oak Ridge Phase 2 project, only an additional 20 feet is necessary for right-of-way as ten feet was previously reserved.

A modification to the subdivision plan to accommodate the additional twenty feet of right-of-way causes the primary subdivision entrance and western portions of the original subdivision plan to be shifted eastward. This change resulted in a slight reduction in the lot area of six residential lots, as described in the above table.

City staff finds that a reasonable hardship has been demonstrated, and does not object to the variance request.

PUBLIC HEARING SCHEDULE:
 June 10, 2014 - Planning Commission, 5:01 p.m.
 June 18, 2014 - City Council, 8:00 p.m.

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the OAK RIDGE, PHASE 2 - FINAL DEVELOPMENT PLAN/PLAT, subject to approval of the variance requests and the findings of this staff report.

The **Planning Commission**, at its meeting on June 10, 2014, recommended approval (7-0) of the OAK RIDGE, PHASE 2 - FINAL DEVELOPMENT PLAN/PLAT and approved the variance requests; subject to the findings of this staff report.

Approve the OAK RIDGE, PHASE 2 - FINAL DEVELOPMENT PLAN/PLAT; and issue the Final Development Order.

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

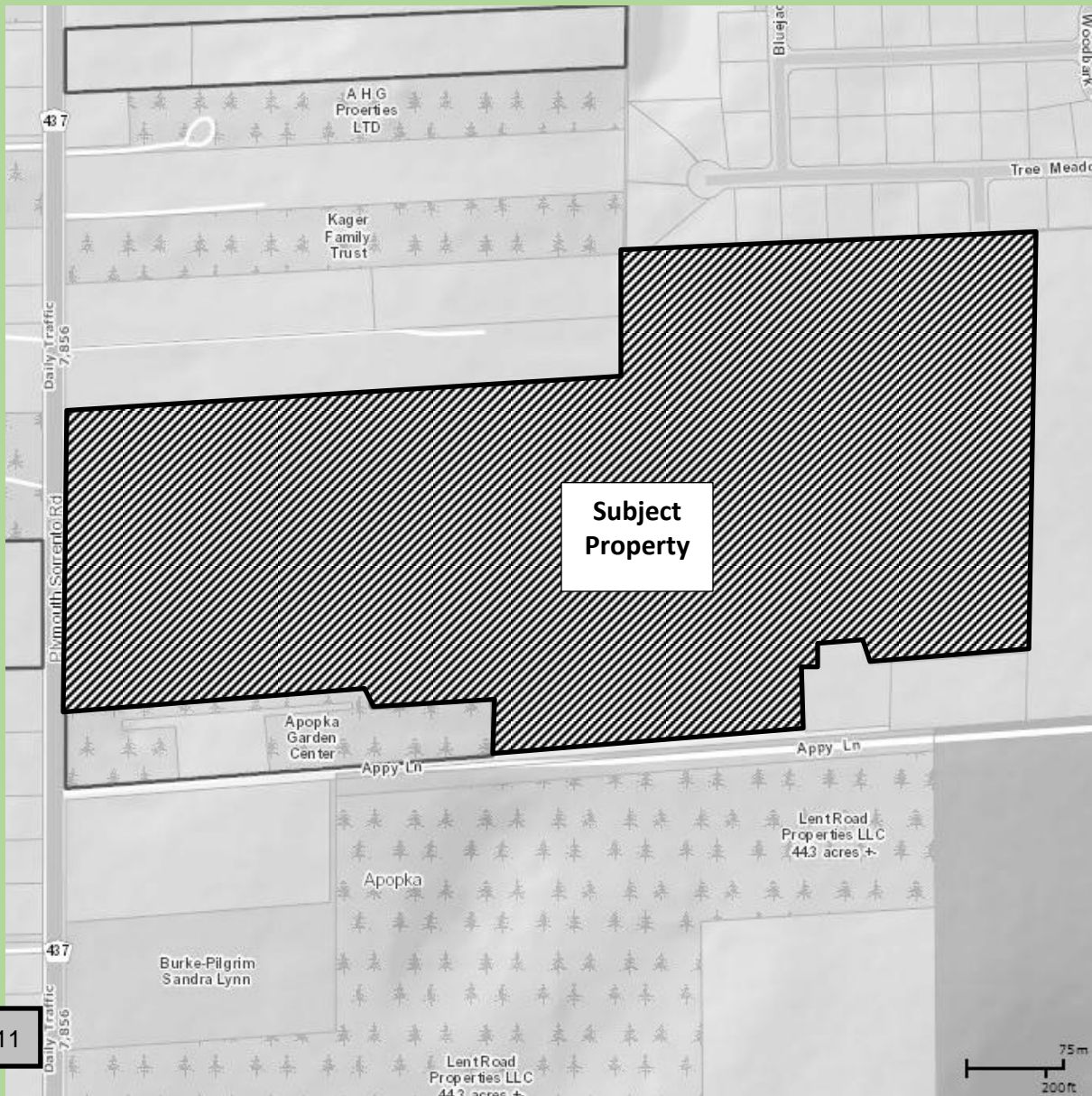
The Ryland Group, c/o Vernon Priest
Boyd Civil Engineering, c/o Steve Boyd, P.E.
Oak Ridge, Phase 2 Subdivision
56.44 +/- Acres

Proposed Maximum Allowable Development: 94 Single Family Lots

Parcel ID #s: 18-20-28-0000-00-014; 18-20-28-0000-00-021; 18-20-28-0000-00-022;
18-20-28-0000-00-023; 18-20-28-0000-00-098; 18-20-28-0000-00-108;
and 18-20-28-0000-00-109



VICINITY MAP



FINAL DEVELOPMENT PLAN

FOR

OAKRIDGE PHASE 2

Section 18, Township 20 South, Range 28 East

APOPKA, FLORIDA

Submitted: May 28, 2014

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, AS A POINT OF REFERENCE, THENCE RUN SOUTH 87°44'38" WEST, ALONG THE SOUTH LINE THEREOF, 384.82 FEET TO THE EAST LINE OF WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 18; THENCE RUN NORTH 03°15'05" EAST, ALONG SAID EAST LINE, 180.42 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 87°44'38" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 424.05 FEET; THENCE RUN NORTH 02°15'22" WEST, 66.50 FEET; THENCE RUN SOUTH 87°44'38" WEST, 135.22 FEET; THENCE RUN SOUTH 02°15'22" EAST, 57.00 FEET; THENCE RUN SOUTH 87°44'38" WEST, 38.48 FEET; THENCE RUN SOUTH 00°39'31" EAST, 158.17 FEET TO THE NORTH RIGHT-OF-WAY LINE OF APPY LANE, THENCE RUN SOUTH 87°44'38" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 808.91 FEET; THENCE NORTH 02°53'31" EAST, 135.50 FEET TO THE NORTH LINE OF THE SOUTH 164.96 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 87°44'38" WEST, ALONG SAID NORTH LINE, 322.87 FEET; THENCE NORTH 09°19'40" WEST, 55.42 FEET; THENCE SOUTH 87°44'38" WEST, ALONG SAID NORTH LINE, 794.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE RUN NORTH 02°04'21" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 782.89 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE RUN NORTH 88°41'44" EAST, ALONG SAID NORTH LINE, 1438.87 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE RUN NORTH 02°44'08" EAST, ALONG SAID WEST LINE, 326.74 FEET TO THE NORTH LINE THEREOF; THENCE RUN NORTH 89°00'36" EAST, ALONG SAID NORTH LINE, 1104.21 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE RUN SOUTH 03°15'05" WEST, ALONG SAID EAST LINE, 1,103.12 FEET TO THE POINT OF BEGINNING.

CONTAINS 56.644 ACRES, MORE OR LESS.

Variance (V) / Waiver (W) table				
Code #	Code Requirement	(V/W)	Request	Justification
2.02.D.L.A.	R-1AAA Zoning requires a minimum lot area of 16,000 square feet	V	The minimum acceptable lot areas for the following lots are specified below:	Orange County Public Works required that an additional 20 feet of right of way dedication be provided along the Eastern property boundary with Plymouth Sorrento Road after the original site plan had been approved by the City of Apopka. This change required that the entrance on Plymouth Sorrento Road be shifted by 20 ft. causing the remaining development area for the prior approved lots to be compressed. All lots still meet the required 120 ft. minimum lot width.
			Lot #	Min. Lot Area (SF)
			195	15,794
			196	15,794
			202	15,554
			208	15,527
			204	15,527
205	15,584			



LOCATION / VICINITY MAP
N.T.S.

INDEX OF DRAWINGS

SHT	TITLE
1	COVER SHEET
2	GENERAL NOTES
3	EXISTING CONDITIONS PLAN
4	PROJECT SITE PLAN
5	PLYMOUTH SORRENTO RD, LEFT TURNLANE
6	STORMWATER MANAGEMENT PLAN
7	GRADING AND DRAINAGE PLAN
8	GRADING AND DRAINAGE PLAN
9	MASTER WATER MAIN PLAN
10	MASTER RECLAIMED WATER PLAN
11	MASTER SANITARY SEWER PLAN
12	PLAN AND PROFILE SAND OAK LOOP (NORTH) STA.10+00 to 24+00
13	PLAN AND PROFILE SAND OAK LOOP (SOUTH) STA.10+00 to 24+00
14	PLAN AND PROFILE SAND OAK LOOP - ENTRANCE SAND OAK LOOP - NORTH, Sta. 24+00 to 26+68.05 SAND OAK LOOP - SOUTH, Sta. 24+00 to 26+49.82
15	PLAN AND PROFILE LOBLOLLY OAK LANE
16	PLAN AND PROFILE GOLDEN WILLOW CIRCLE (NORTH)
17	PLAN AND PROFILE GOLDEN WILLOW CIRCLE (SOUTH) STA.10+00 to 18+00
18	PLAN AND PROFILE GOLDEN WILLOW CIRCLE (SOUTH) STA.18+00 to 29+73.55
19	PLAN AND PROFILE BEAUTYBERRY LANE
20	STORMWATER DETAILS
21	STORMWATER DETAILS
22	STORMWATER DETAILS
23	WATER and SANITARY SEWER DETAILS
24	WATER and SANITARY SEWER DETAILS
25	WATER and SANITARY SEWER DETAILS
26	WATER and SANITARY SEWER NOTES

INCLUDED IN PLANS:

SURVEY & PLAT - BENCHMARK SURVEYING & MAPPING, LLC
LANDSCAPE PLANS - DALY DESIGN GROUP

DEVELOPER / PROPERTY OWNER

RYLAND HOMES
ATTN: VERNON FINEST
2822 COMMERCE PARK DRIVE
SUITE 100
ORLANDO, FLORIDA 32818
PH (407) 226-2979
FX (407) 226-3800

ENGINEER

BOYD CIVIL ENGINEERING
ATTN: STEVEN N. BOYD
3828 HAWTHORNE BOULEVARD
ORLANDO, FLORIDA 32807
PH (407) 484-2893

SURVEYOR

BENCHMARK SURVEYING & MAPPING, LLC.
JOE JENKINS, P.S.M.
157 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787
PH (407) 854-8183

GEOTECHNICAL ENGINEER

YOVAISH ENGINEERING, INC.
863 BUNSHIRE LANE
ALTA MONTE SPRINGS, FLORIDA 32791
PH (407) 774-8933

ENVIRONMENTAL ENGINEER

MODICA & ASSOCIATES
JIM MODICA
382 WICHAWK ROAD
CLERMONT, FLORIDA 34715
PH (352) 384-2088

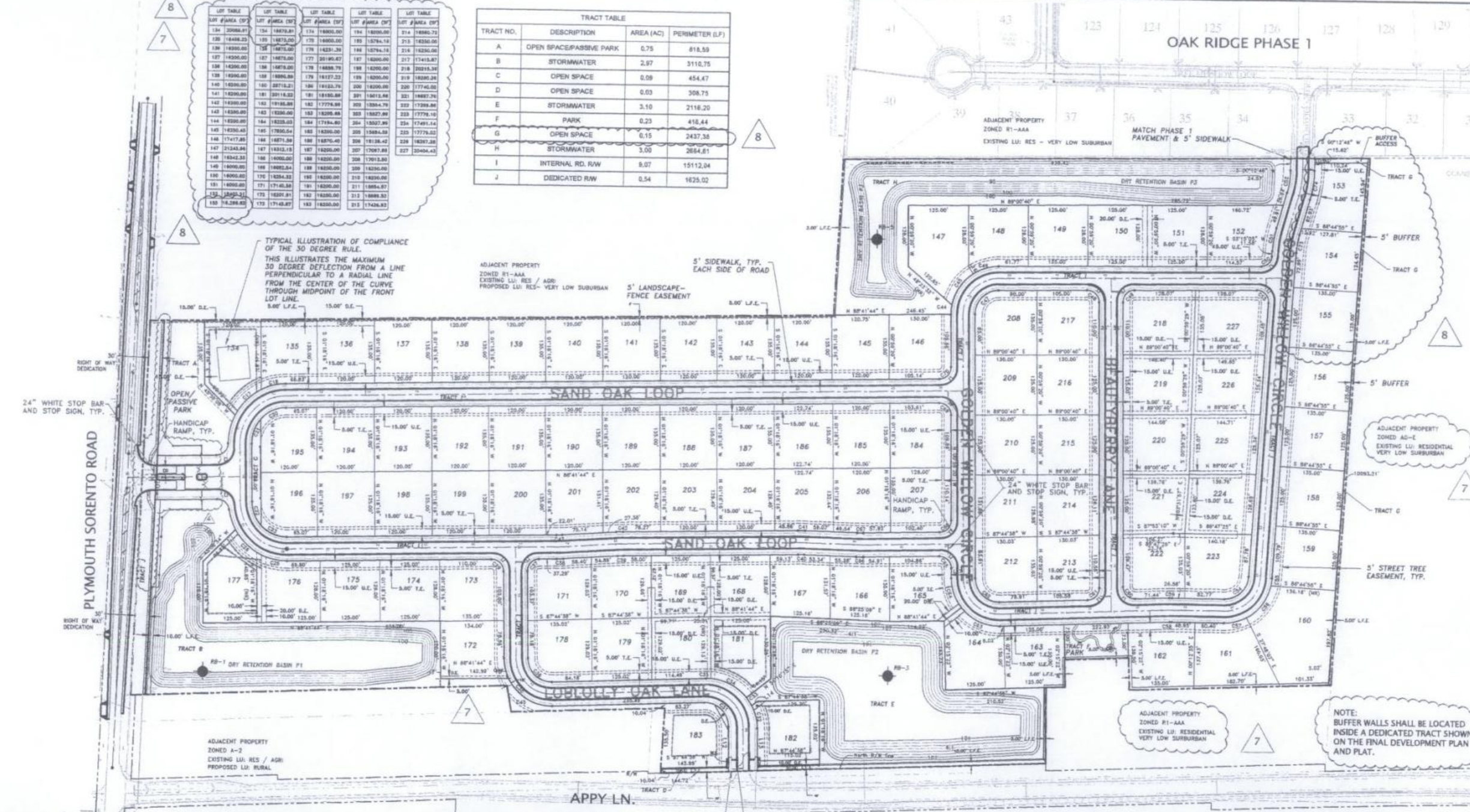
LANDSCAPE ARCHITECT

DALY DESIGN GROUP
TOM DALY
913 N. PENNSYLVANIA AVENUE
WINTER PARK, FL 32789
PH (407) 745-7273

NO.	DATE	DESCRIPTION	BY	CHK
1	05/28/14	FINAL DEVELOPMENT PLAN	SB	SB
2	05/28/14	REVISIONS	SB	SB
3	05/28/14	REVISIONS	SB	SB
4	05/28/14	REVISIONS	SB	SB
5	05/28/14	REVISIONS	SB	SB
6	05/28/14	REVISIONS	SB	SB
7	05/28/14	REVISIONS	SB	SB
8	05/28/14	REVISIONS	SB	SB
9	05/28/14	REVISIONS	SB	SB
10	05/28/14	REVISIONS	SB	SB
11	05/28/14	REVISIONS	SB	SB
12	05/28/14	REVISIONS	SB	SB
13	05/28/14	REVISIONS	SB	SB
14	05/28/14	REVISIONS	SB	SB
15	05/28/14	REVISIONS	SB	SB
16	05/28/14	REVISIONS	SB	SB
17	05/28/14	REVISIONS	SB	SB
18	05/28/14	REVISIONS	SB	SB
19	05/28/14	REVISIONS	SB	SB
20	05/28/14	REVISIONS	SB	SB
21	05/28/14	REVISIONS	SB	SB
22	05/28/14	REVISIONS	SB	SB
23	05/28/14	REVISIONS	SB	SB
24	05/28/14	REVISIONS	SB	SB
25	05/28/14	REVISIONS	SB	SB
26	05/28/14	REVISIONS	SB	SB

ENGINEER IN CHARGE
STEVEN N. BOYD, P.E.

REGISTRATION # 41325



TRACT TABLE

TRACT NO.	DESCRIPTION	AREA (AC)	PERIMETER (LF)
A	OPEN SPACE/PASSIVE PARK	0.75	818.55
B	STORMWATER	2.97	3110.75
C	OPEN SPACE	0.09	454.47
D	OPEN SPACE	0.03	308.75
E	STORMWATER	3.10	2116.20
F	PARK	0.23	416.44
G	OPEN SPACE	0.15	2437.38
H	STORMWATER	3.00	2654.81
I	INTERNAL RD. R/W	9.07	15112.04
J	DEDICATED RAW	0.54	1625.02

LOT TABLE

LOT #	AREA (SQ. FT.)	AREA (AC)	PERIMETER (LF)
135	144,292.37	3.30	1,100.00
136	144,292.37	3.30	1,100.00
137	144,292.37	3.30	1,100.00
138	144,292.37	3.30	1,100.00
139	144,292.37	3.30	1,100.00
140	144,292.37	3.30	1,100.00
141	144,292.37	3.30	1,100.00
142	144,292.37	3.30	1,100.00
143	144,292.37	3.30	1,100.00
144	144,292.37	3.30	1,100.00
145	144,292.37	3.30	1,100.00
146	144,292.37	3.30	1,100.00
147	144,292.37	3.30	1,100.00
148	144,292.37	3.30	1,100.00
149	144,292.37	3.30	1,100.00
150	144,292.37	3.30	1,100.00
151	144,292.37	3.30	1,100.00
152	144,292.37	3.30	1,100.00
153	144,292.37	3.30	1,100.00
154	144,292.37	3.30	1,100.00
155	144,292.37	3.30	1,100.00
156	144,292.37	3.30	1,100.00
157	144,292.37	3.30	1,100.00
158	144,292.37	3.30	1,100.00
159	144,292.37	3.30	1,100.00
160	144,292.37	3.30	1,100.00
161	144,292.37	3.30	1,100.00
162	144,292.37	3.30	1,100.00
163	144,292.37	3.30	1,100.00
164	144,292.37	3.30	1,100.00
165	144,292.37	3.30	1,100.00
166	144,292.37	3.30	1,100.00
167	144,292.37	3.30	1,100.00
168	144,292.37	3.30	1,100.00
169	144,292.37	3.30	1,100.00
170	144,292.37	3.30	1,100.00
171	144,292.37	3.30	1,100.00
172	144,292.37	3.30	1,100.00
173	144,292.37	3.30	1,100.00
174	144,292.37	3.30	1,100.00
175	144,292.37	3.30	1,100.00
176	144,292.37	3.30	1,100.00
177	144,292.37	3.30	1,100.00
178	144,292.37	3.30	1,100.00
179	144,292.37	3.30	1,100.00
180	144,292.37	3.30	1,100.00
181	144,292.37	3.30	1,100.00
182	144,292.37	3.30	1,100.00
183	144,292.37	3.30	1,100.00
184	144,292.37	3.30	1,100.00
185	144,292.37	3.30	1,100.00
186	144,292.37	3.30	1,100.00
187	144,292.37	3.30	1,100.00
188	144,292.37	3.30	1,100.00
189	144,292.37	3.30	1,100.00
190	144,292.37	3.30	1,100.00
191	144,292.37	3.30	1,100.00
192	144,292.37	3.30	1,100.00
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203	144,292.37	3.30	1,100.00
204	144,292.37	3.30	1,100.00
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208	144,292.37	3.30	1,100.00
209	144,292.37	3.30	1,100.00
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211	144,292.37	3.30	1,100.00
212	144,292.37	3.30	1,100.00
213	144,292.37	3.30	1,100.00
214	144,292.37	3.30	1,100.00
215	144,292.37	3.30	1,100.00
216	144,292.37	3.30	1,100.00
217	144,292.37	3.30	1,100.00
218	144,292.37	3.30	1,100.00
219	144,292.37	3.30	1,100.00
220	144,292.37	3.30	1,100.00
221	144,292.37	3.30	1,100.00
222	144,292.37	3.30	1,100.00
223	144,292.37	3.30	1,100.00
224	144,292.37	3.30	1,100.00
225	144,292.37	3.30	1,100.00
226	144,292.37	3.30	1,100.00
227	144,292.37	3.30	1,100.00

TYPICAL ILLUSTRATION OF COMPLIANCE OF THE 30 DEGREE RULE. THIS ILLUSTRATES THE MAXIMUM 30 DEGREE DEFLECTION FROM A LINE PERPENDICULAR TO A RADIAL LINE FROM THE CENTER OF THE CURVE THROUGH MIDPOINT OF THE FRONT LOT LINE.

SITE DATA:	
PARCEL ID NUMBERS	18-20-28-0000-00-014, 021, 022, 023, 098, 106, 709
FUTURE LAND USE	RESIDENTIAL VERY LOW SUBURBAN (R-2) DU/AC
ZONING	R1-AAA
ACREAGE/SQUARE FOOTAGE	56,544 ACRES
BUILDING SETBACKS	FRONT: 25, SIDE: 10, REAR: 20, CORNERS: FRONT LOAD GARAGE: 30
TREE BANK MITIGATION FEE	NA
WAVY REQUEST	YES: NO: X
VARIANCE REQUEST	YES: X NO: (SEE COVER SHEET)
LOT SIZE	16,000 SF MIN.
MINIMUM LIVING AREA	2,200 SF (2 CAR GARAGE)
MINIMUM LOT WIDTH	120 FEET (UNLESS ON A CURVE)
NUMBER OF LOTS PHASE 2	91
RAW WIDTH	SF UNLESS OTHERWISE SHOWN
ROADWAYS	PRIVATE

PHASE 1 (ALREADY CONSTRUCTED)	TRACT G -	39,294.00 SF 0.90 AC
	TRACT H -	30,412.45 SF 0.70 AC
	TOTAL	70,706.45 SF 1.60 AC
PHASE 2 (THIS APPLICATION)	TRACT A -	32,670.00 SF 0.75 AC
	TRACT F -	10,018.80 SF 0.23 AC
	TOTAL	42,688.80 SF 0.98 AC
GRAND TOTAL 116,395.25 SF 2.67 AC		

Curve Table

Curve	Radius	Delta	Length	Chord Bearing
C1	100.00'	90°00'00"	157.08'	S 43°41'44" W
C2	75.00'	90°00'00"	117.81'	S 77°33'14" W
C3	75.00'	90°00'00"	117.81'	S 11°41'40" W
C4	200.00'	12°41'38"	43.75'	N 88°21'33" E
C5	75.00'	90°00'00"	117.81'	N 88°21'33" E
C6	125.00'	27°57'51"	3.58'	N 88°28'36" W
C7	75.00'	91°18'24"	119.47'	N 46°37'21" E
C8	300.00'	12°37'24"	13.74'	S 89°39'34" E
C9	300.00'	12°37'24"	13.74'	N 89°58'24" W
C10	300.00'	12°37'24"	13.74'	S 87°30'38" W
C11	75.00'	90°00'00"	117.81'	N 46°48'48" E
C12	75.00'	90°00'00"	117.81'	N 46°48'48" W
C13	75.00'	90°00'00"	117.81'	N 79°48'50" E
C14	100.00'	90°00'00"	157.08'	N 46°48'48" E
C15	35.00'	88°14'10"	58.84'	N 44°04'36" E
C16	125.00'	28°11'01"	61.49'	S 12°32'25" W
C17	125.00'	28°11'01"	61.49'	N 87°28'34" W
C18	125.00'	28°11'01"	61.49'	S 77°40'31" E
C19	125.00'	28°11'01"	61.49'	S 77°40'31" W
C20	75.00'	90°00'00"	117.81'	N 89°09'53" W
C21	75.00'	90°00'00"	117.81'	N 89°09'53" E
C22	75.00'	90°00'00"	117.81'	S 20°09'53" W
C23	75.00'	90°00'00"	117.81'	S 20°09'53" E
C24	50.00'	33°00'31"	20.98'	S 79°48'01" E
C25	125.00'	28°11'01"	61.49'	S 78°11'01" E

LINE TABLE

Line	Bearing	Distance
L1	S 53°55'12" E	12.00'
L2	S 53°55'12" E	10.36'
L3	S 89°00'00" E	20.10'
L4	N 88°40'53" W	158.40'
L5	N 88°00'34" W	113.20'
L6	N 01°16'16" W	81.88'
L7	S 02°38'17" E	20.34'
L8	N 89°44'38" W	30.01'
L9	N 01°16'16" W	10.00'
L10	N 01°16'16" W	10.00'
L11	N 01°16'16" W	84.14'
L12	N 01°16'16" W	78.25'
L13	N 01°16'16" W	78.25'
L14	S 01°10'15" W	19.37'
L15	S 01°10'15" W	45.38'
L16	N 89°17'37" W	18.31'
L17	N 00°38'20" W	31.11'

BOYD CIVIL ENGINEERING

4824 Mangrove Vista Road
Orlando, Florida 32807
Phone: (407) 944-4191
Certificate of August 23, 2011

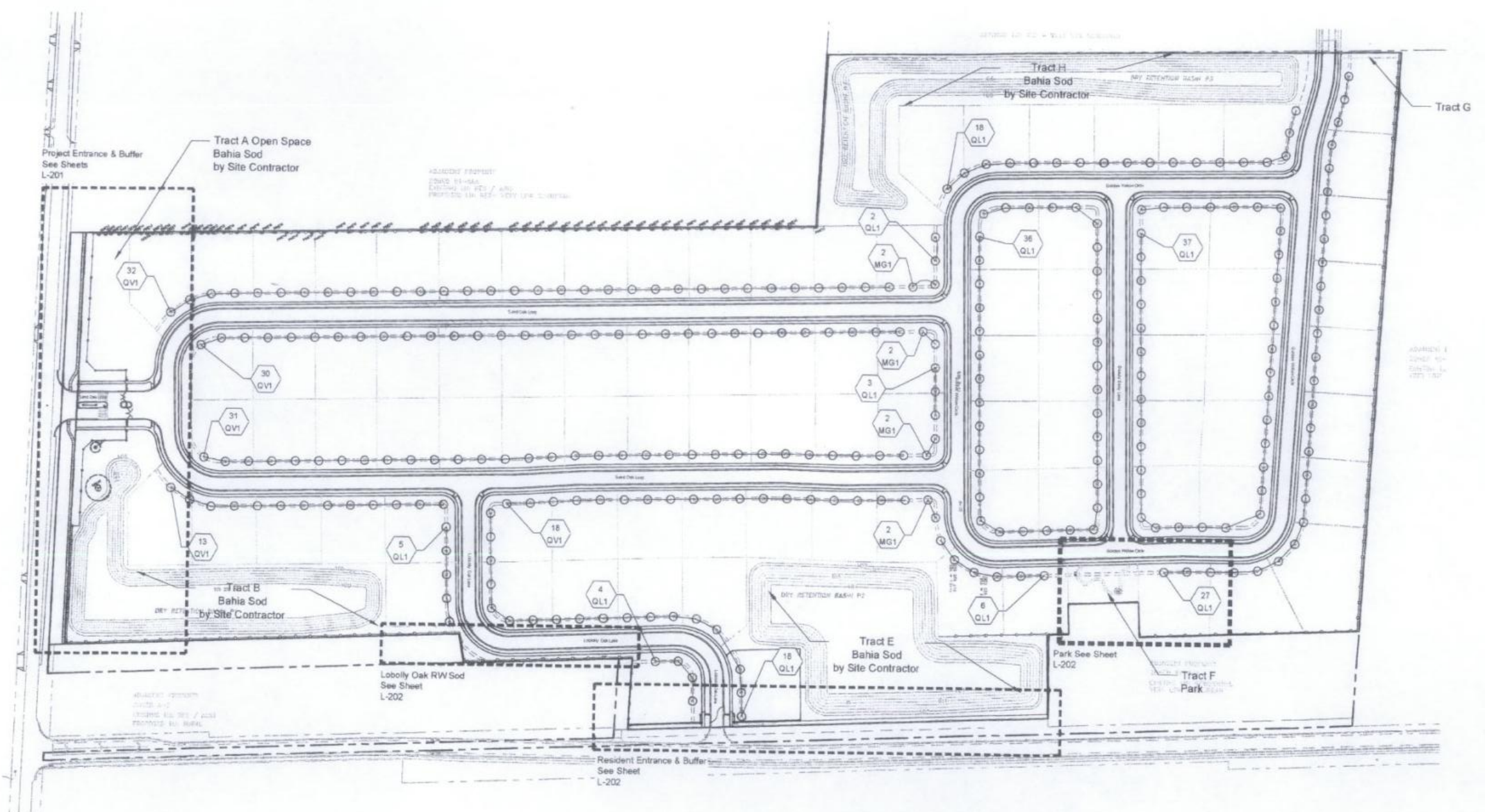
NO.	DATE	DESCRIPTION
4	11/01/06	PROJECT SITE PLAN

OAK RIDGE PHASE 2

APOPKA, ORANGE COUNTY, FLORIDA

PROJECT SITE PLAN

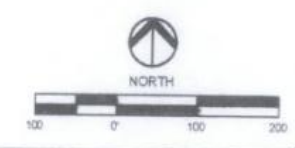
DATE:	11/01/06
SCALE:	1" = 100'
PROJECT NO.:	GRE01.01M
DRAWN BY:	BW
DESIGNED BY:	BW
CHECKED BY:	CB
SHEET NO.:	4
	4 of 26



Note:
 1. Per section 5.01.01 (B) 2.c. Large trees with normal growth to 40' or more in ht at full growth shall be spaced at 45'. Street trees shown on sheet L-200 are for general location purposes only. Street trees shall be planted at the time of each individual lot development. Exact street tree location may be adjusted to accommodate driveways and walkways. If at the time of development a smaller tree in mature height is utilized then the tree spacing shall be adjusted per the City of Apopka LDC.

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR OAKRIDGE PHASE 2 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 _____



daly design group inc.
 Urban Planning, Landscape Architecture, Project Management, Development Consulting
 913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 746-7373 www.dalydesign.com

REV	DATE	DESCRIPTION	BY
3	05/08/14	Per Revised Engineering Plans	gjn
2	04/28/14	Per BAH Comments dated 04/25/14	gjn
1	04/11/14	Per BAH Comments dated 03/11/14	gjn

Landscape Key Sheet
 Landscape Construction Plans
Oakridge Phase II
 Apopka, Florida



PROJECT NO: 1335
 SCALE: 1"=100'
 DATE: April 2014
 SHEET: L-200

Backup material for agenda item:

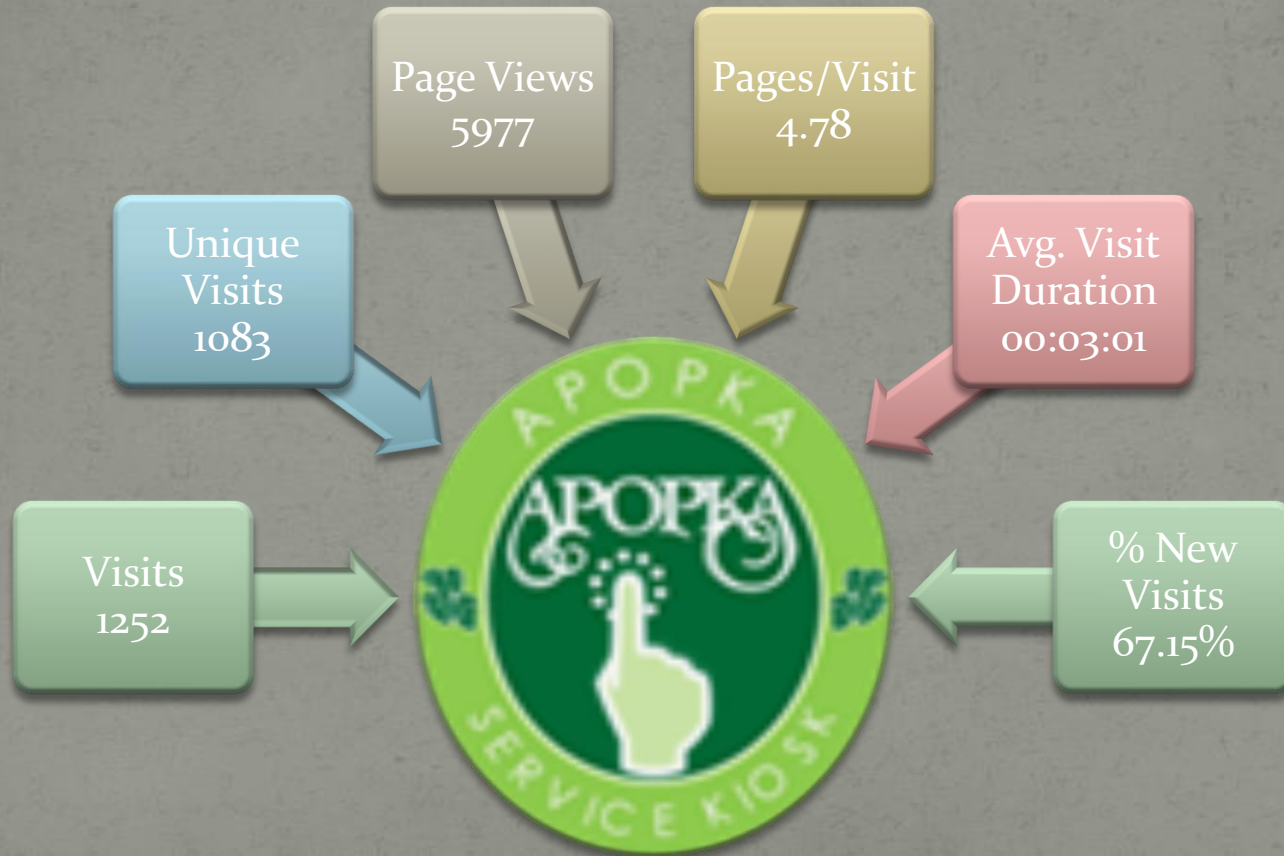
1. Administrative Report - Richard D. Anderson - City Administrator

Administrative Report



Presented To: Mayor and City Council
Presented By: Richard Anderson, City Administrator
June 18, 2014

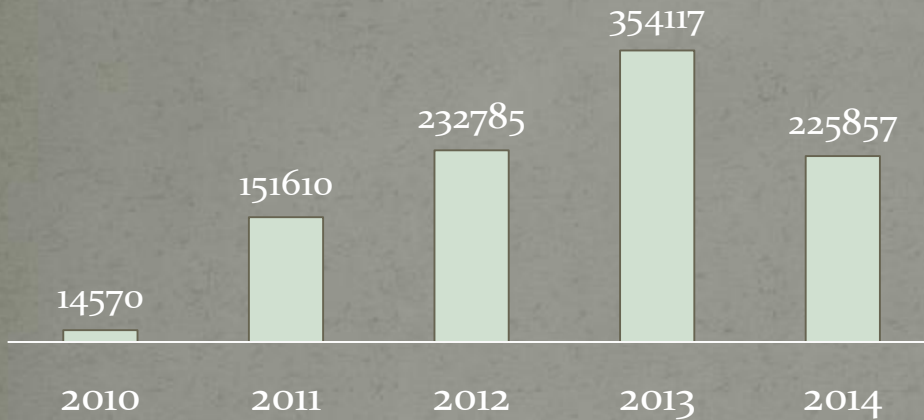
A.S.K. Apopka Service Kiosk November 2013 – May 2014



Information Technology

January - May

Homepage Visits



Building Webpage Visits



Finance

January - May

Sewer Impact



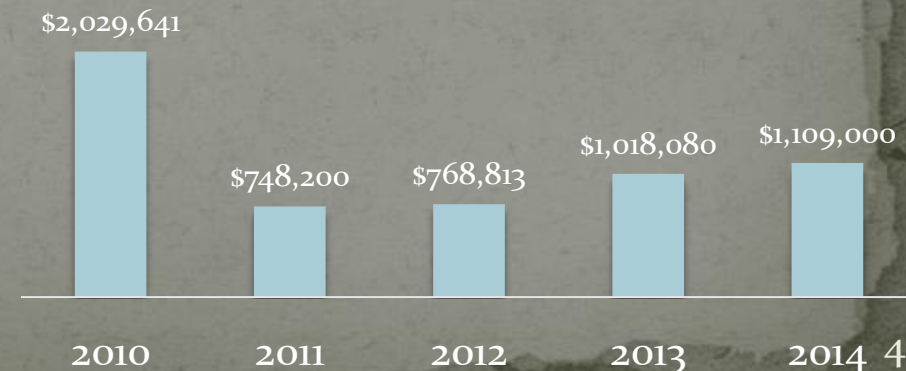
Water Impact



Transportation Impact



School Impact



Finance

January - May

Reuse Impact



Recreation Impact



Average Potable Water Billed



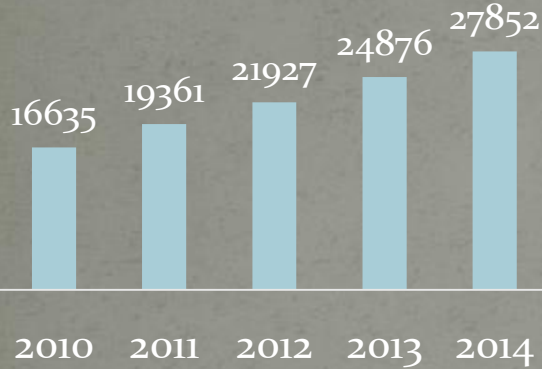
New Potable Meters Set



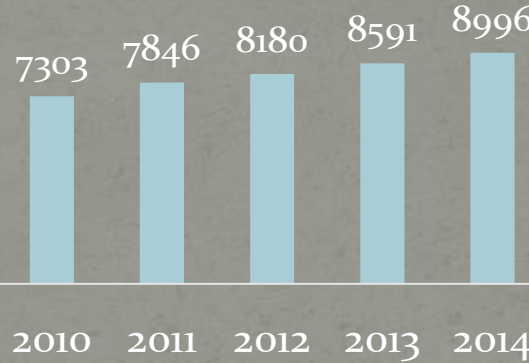
Finance - Utility Billing

January - May

Web



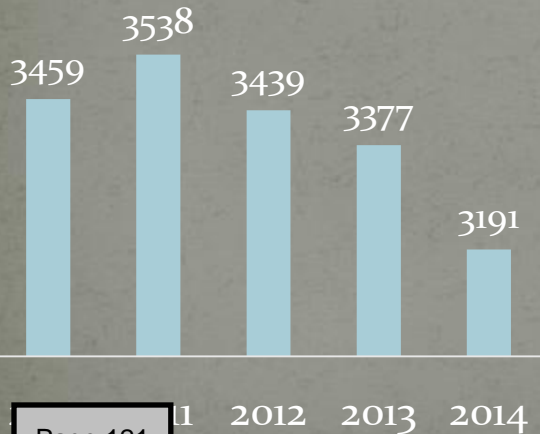
Office Window



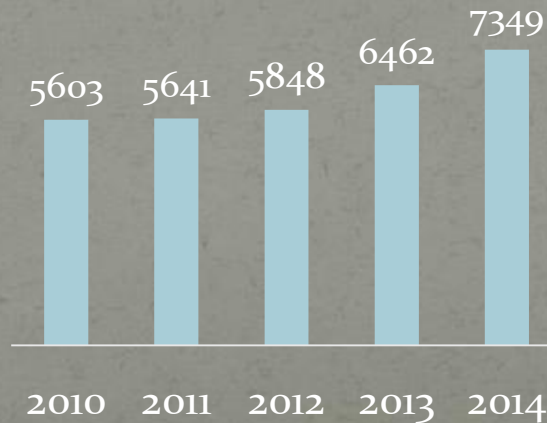
Mailed



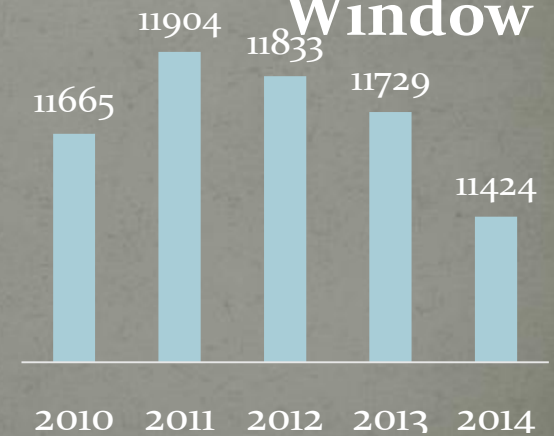
Drop Box



ACH



Drive-Up Window



Community Development

January - May

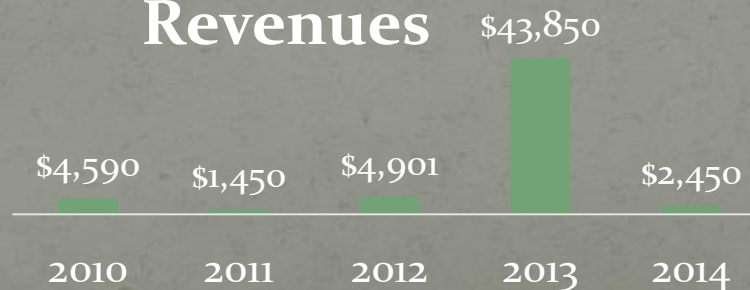
Arbor Permits



Arbor Revenues



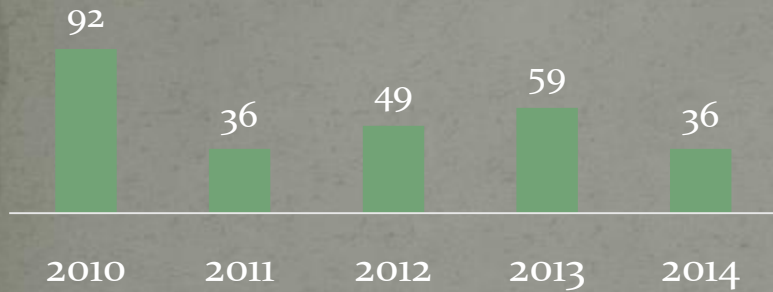
Tree Bank Revenues



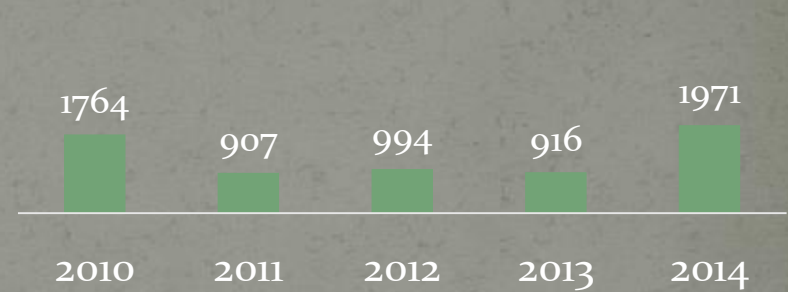
Community Development - Building

January - May

Automated Phone System Requests



Internet Inspection Requests



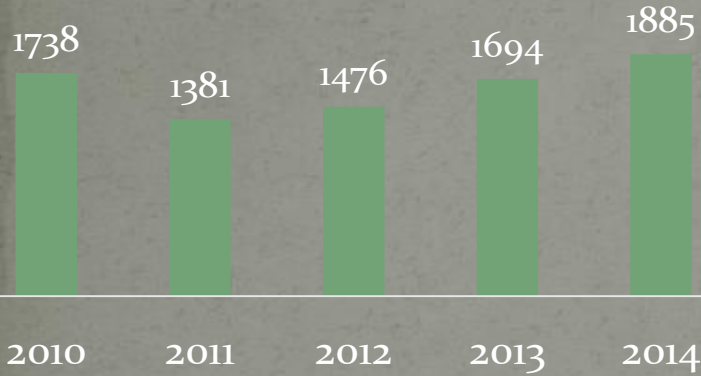
Office Inspection Requests



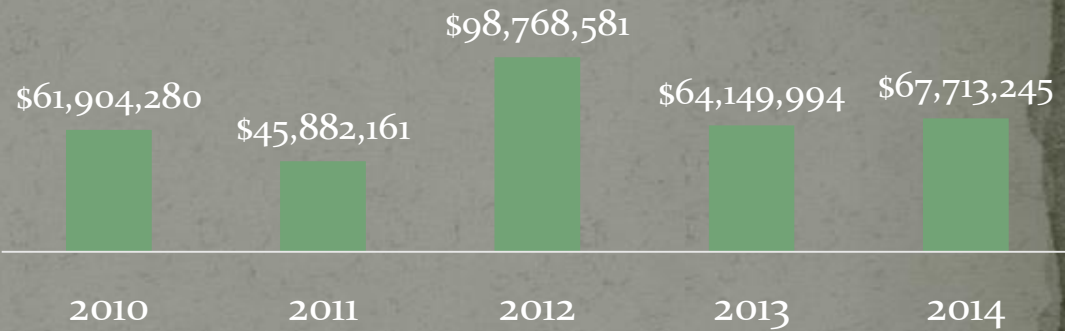
Community Development - Building

January - May

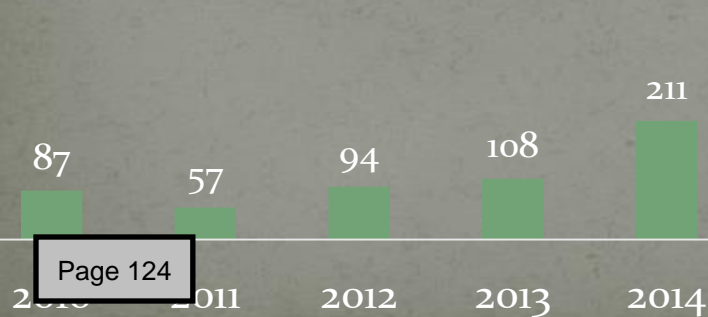
Permits Issued



Value of Construction



Certificates of Occupancy Issued



Inspections Performed



Public Services – Water Plants

January - May

Water Plant – Average Daily Flow



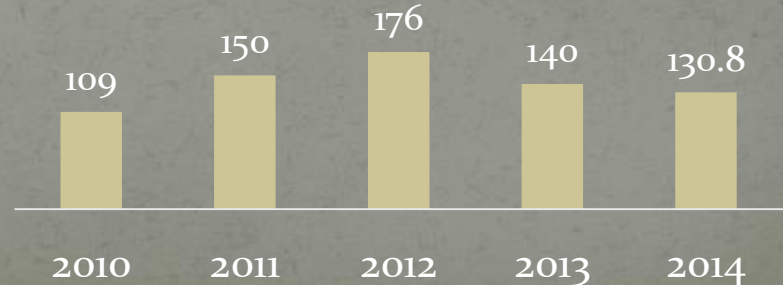
Wastewater Plant Average Daily Flow



Reclaimed Gallons Produced



Reclaimed Gallons Used

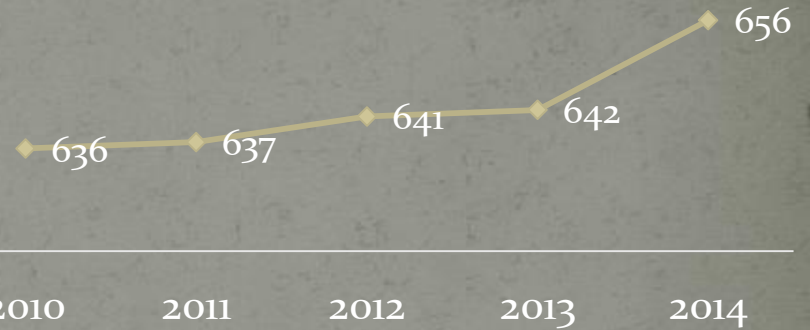


Public Services - Sanitation

January - May

Residential Customers

Commercial Customers



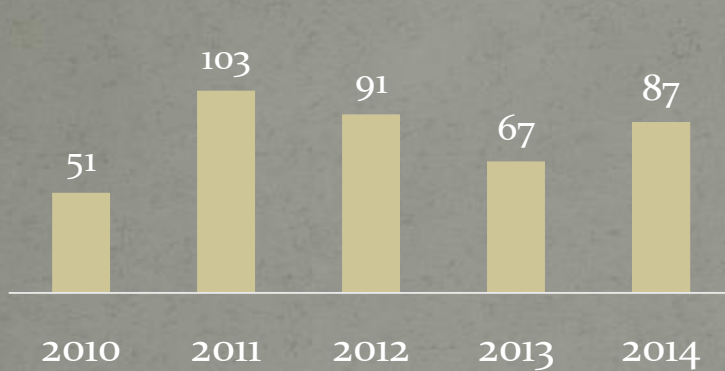
Recycling Customers



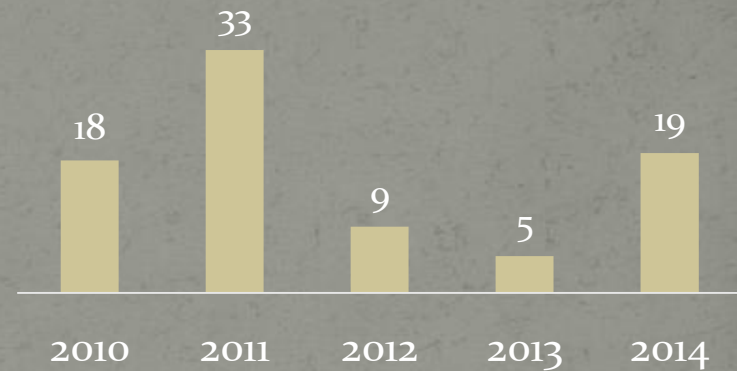
Public Services - Water Conservation

January - May

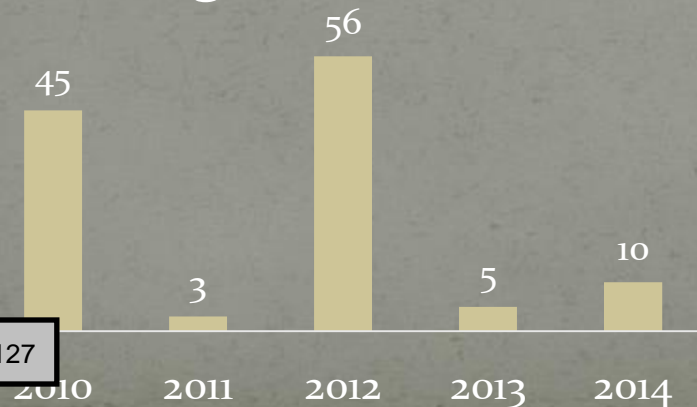
System Evaluations



Rain Sensors Issued



Program Rebates



Rebate Value



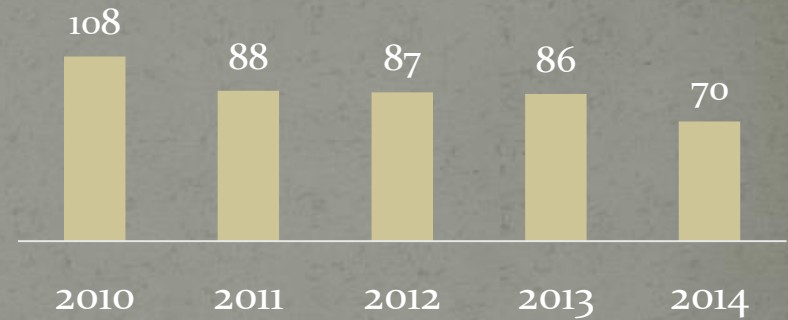
Public Services - Recreation

January - May

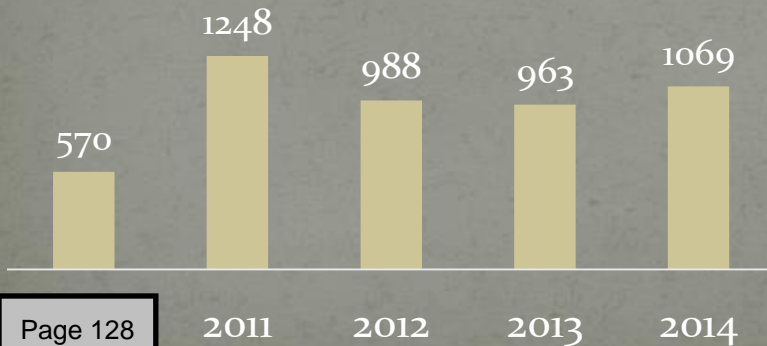
League Events



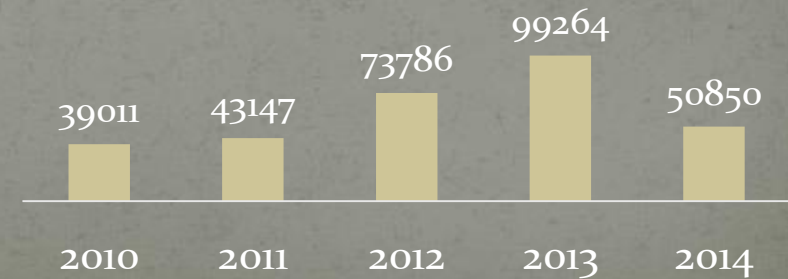
Senior Events



Facility Events



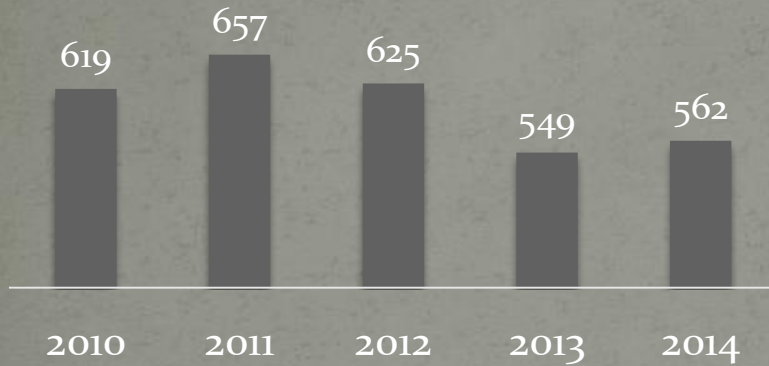
Special Events Attendees



Fire

January - May

NFIRS Calls For Service



EMS Calls For Service



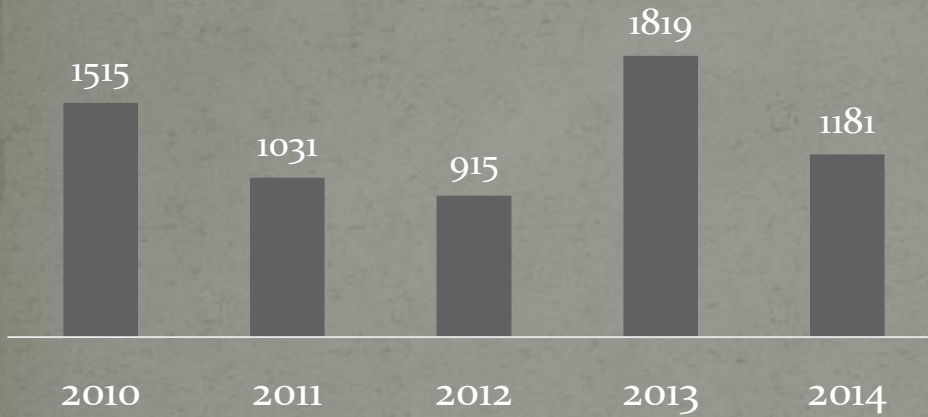
Annual Inspections



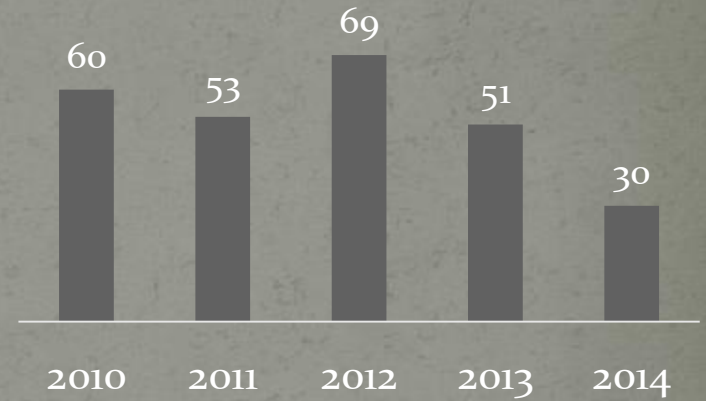
Police

January - May

Uniform Traffic Citations



DUI Arrests



Warning Citations



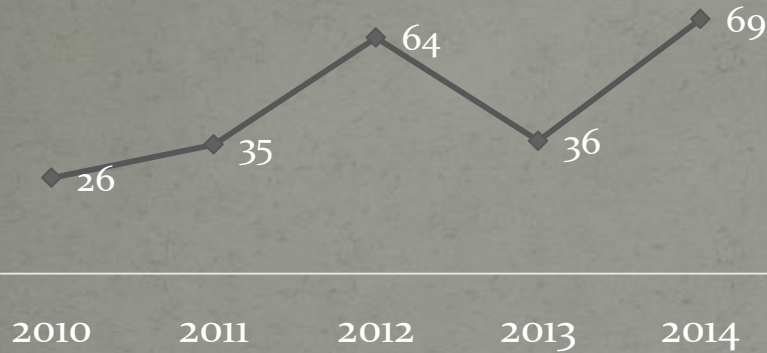
Parking Citations



Police - Code Enforcement

January - May

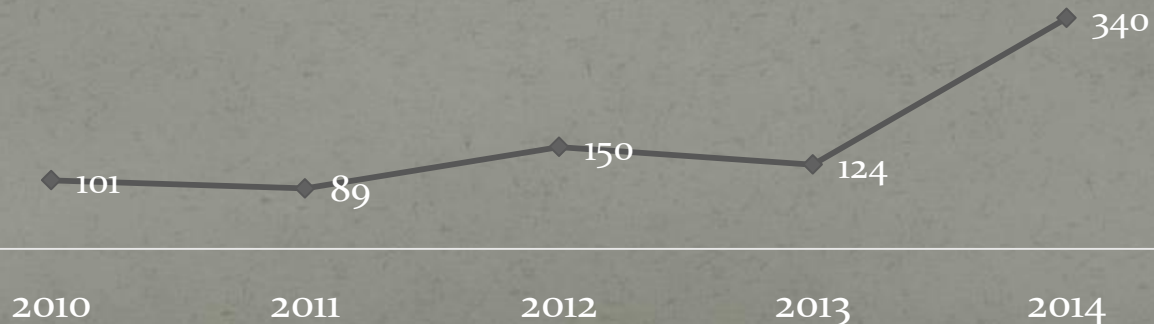
Unkempt Cases



Disabled Vehicle Cases



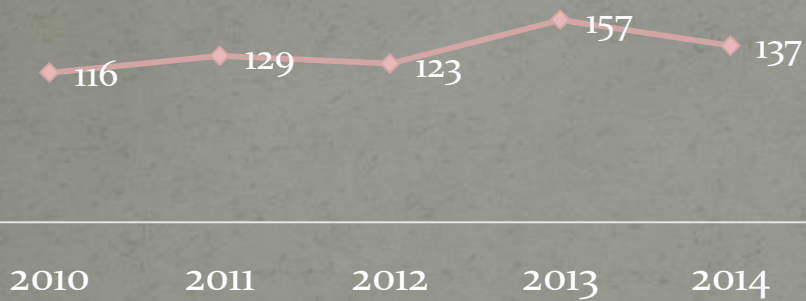
Total Code Enforcement Cases



Administrative Services

January - May

New Business Tax



Business Tax Renewals

