



## **AGENDA**

**APOPKA CITY COUNCIL MEETING @ 1:30 PM**  
**City Hall Council Chamber**  
**120 East Main Street – Apopka, Florida 32703**  
**September 03, 2014**

### **INVOCATION**

Mrs. Virginia Bankson

### **PLEDGE OF ALLEGIANCE**

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

### **EMPLOYEE RECOGNITION**

1. Justin R. Joseph – Fire/EMS – Five Year Service Award
2. Matthew C. Yoham – Fire/EMS – Five Year Service Award
3. Stephen D. Minchey – Police/Field Services – Ten Year Service Award
4. Jeanne M. Green – Community Development – Twenty Year Service Award
5. Charles L. Carnesale – Fire Chief's Office – Twenty Five Year Service Award

### **PRESENTATIONS**

1. Hebni Nutrition Consultants, Inc. (HNC) - Roniece Weaver, MS, RD, LD, Executive Director, developer of the original Soul Food Pyramid, a culturally sensitive food guide pyramid.

## **CONSENT AGENDA**

1. Approve the minutes from the regular City Council meeting held on August 20, 2014, at 8:00 p.m.
2. Approve the minutes from the Budget Workshop held on August 20, 2014, at 5:15 p.m.
3. Authorize the City Administrator to sign contract #WS935 with the Department of Corrections for an inmate work squad.
4. Approve the correction of an error of the previously awarded bid in the amount of \$100,000.00
5. Authorize the Mayor or his designee to execute the Decorative Street Light Agreement between the City of Apopka and the Lester Ridge Homeowners Association.
6. Approve the Disbursement Report for the month of August, 2014.

## **SPECIAL REPORTS AND PUBLIC HEARINGS**

### **ORDINANCES AND RESOLUTIONS**

1. ORDINANCE NO. 2373 – SECOND READING & ADOPTION – CODE OF ORDINANCES, PART III - LAND DEVELOPMENT CODE AMENDMENT – Amending the City of Apopka Code of Ordinances, Part III, Land Development Code, Article III – Overlay Zones, to create a Small Lot Overlay Zoning District. [Ordinance No. 2373 meets the requirements for adoption having been advertised in The Apopka Chief on August 15, 2014.]
2. ORDINANCE NO. 2374 – THIRD READING & ADOPTION – VACATE - Apopka Woods, LLC - Vacating a portion of a Utility Easement - 1472 W. McCormick Road. [Ordinance No. 2374 meets the requirements for adoption having been advertised in The Apopka Chief on August 15, 2014.]
3. ORDINANCE NO. 2375 – THIRD READING & ADOPTION – VACATE - Susan VanAlstine - Vacating a Portion of a Drainage and Utility Easement - 1738 Lucky Pennie Way. [Ordinance No. 2375 meets the requirements for adoption having been advertised in The Apopka Chief on August 15, 2014.]
4. ORDINANCE NO. 2376 – THIRD READING & ADOPTION – The City of Apopka Code of Ordinances, Chapter 6 - Alcoholic Beverages – Amending certain sections to allow for extended hours of sale of alcoholic beverages; for possession on roadways, alleys and public right-of-ways; for possession within city parks for certain events; and hold over for Third Reading and Adoption. [Ordinance No. 2376 meets the requirements for adoption having been advertised in the Orlando Sentinel on August 24, 2014.]

- 5. ORDINANCE NO. 2377 – SECOND READING & ADOPTION - Amending Chapter 42 (Environment), adopting Article III (Neighborhood Improvement Special Assessment) of the Code of Ordinances, relating to the establishment of Neighborhood Improvement Special Assessments. [Ordinance No. 2377 meets the requirements for adoption having been advertised in the Orlando Sentinel on August 24, 2014.]
- 6. RESOLUTION NO. 2014-08 - Authorizing the issuance and execution of a promissory note with Whitney Bank d/b/a Hancock Bank in the aggregate principal amount of not to exceed \$1,100,000 for the acquisition of sanitation trucks.
- 7. RESOLUTION NO. 2014-09 - Authorizing the issuance and execution of a promissory note with Whitney Bank d/b/a Hancock bank in the aggregate principal amount of not to exceed \$1,200,000 for the acquisition of various Compressed Natural Gas (CNG) station capital improvements.

**SITE APPROVALS**

**DEPARTMENT REPORTS AND BIDS**

**MAYOR'S REPORT**

**OLD BUSINESS**

- 1. COUNCIL
- 2. PUBLIC

**NEW BUSINESS**

- 1. COUNCIL
- 2. PUBLIC

**ADJOURNMENT**

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

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

**Backup material for agenda item:**

1. Approve the minutes from the regular City Council meeting held on August 20, 2014, at 8:00 p.m.

## CITY OF APOPKA

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**Minutes of the regular City Council meeting held on August 20, 2014, at 8:00 p.m., in the City of Apopka Council Chambers.**

**PRESENT:** Mayor Joe Kilsheimer  
Commissioner Bill Arrowsmith  
Commissioner Billie Dean  
Commissioner Diane Velazquez  
Commissioner Sam Ruth

**PRESS PRESENT:** Roger Ballas - The Apopka Chief

**INVOCATION** – Commissioner Dean introduced the Reverend Tim Ford of New Direction Church, who led in the Invocation.

**PLEDGE OF ALLEGIANCE** - Mayor Kilsheimer said on August 26, 1920, the Nineteenth Amendment was formally adopted into the U.S. Constitution, guaranteeing women the right to vote. This journey began more than 70 years earlier at the Seneca Falls Convention organized by Elizabeth Cady Stanton and Lucretia Mott to discuss women's rights. The convention ended with the passage of a resolution declaring the duty of women to secure the sacred right of voting. Women called suffragettes worked tirelessly to secure the right to vote, first winning over individual states. When America entered WWI in 1917 women aided in the war effort at home, breaking down the remaining opposition to suffrage. By 1918, both the Republican and Democratic parties endorsed women's suffrage which led the way to the passage of the Nineteenth Amendment. He asked everyone to remember the sacrifice and courage of those who fought for the right of each and every one to vote, as he led in the Pledge of Allegiance.

Mayor Kilsheimer welcomed everyone to the meeting and then introduced new City Attorney Cliff Shepard.

### **PRESENTATIONS**

**1. 2014 Institute for Elected Municipal Officials - Kathy Till, Florida League of Cities -** Former Apopka Commissioner Kathy Till, representing the Florida League of Cities, presented Commissioners Diane Velazquez and Sam Ruth with their Certificate of Completion on attending the 2014 Institute for Elected Municipal Officials held June 13-15, 2014, in Delray Beach, Florida.

**2. Presentation of Art - Dianne Young and Artist Leland Williams -** Dianne Young presented the art purchased by the City at the 2014 Art & Foliage Festival. Artist Leland Williams gave an explanation of the design and the meaning of the symbolism of the art piece. Mayor Kilsheimer said he will be displaying it in his office reception area.

**3. Orange County Enterprise Zone - Jason Reynolds, Principal Planner for Orange County's Neighborhood Preservation & Revitalization Division -** Mr. Reynolds gave an

overview of the two Enterprise Zones located in Orange County (Orange County Enterprise Zone and South Apopka Enterprise Zone). He spoke of the benefits of the zones in attracting new businesses. The Enterprise Zone Development Agency (EZDA) is scheduled by the legislature to sunset in 2015.

## **CONSENT AGENDA**

1. Approve the minutes from the special City Council meeting held on July 30, 2014, at 5:15 p.m.
2. Approve the minutes from the regular City Council meeting held on August 6, 2014, at 1:30 p.m.
3. Approve the minutes from the Budget Workshop held on August 6, 2014, at 4:35 p.m.
4. Approve the minutes of Administrative Bid Opening No. 2014-09 for Attorney/Legal Services, held on August 1, 2014, at 10:15 a.m.
5. Approve the request, from Apopka High School, to hold its annual Homecoming Parade on Friday, September 19, 2014.
6. Authorize the execution of a contract with Layne Inliner, LLC, in the amount of \$41,628.00, for the installation of 1,226 linear feet of an 8-inch pipe inliner.
7. Authorize the installation of streetlights along Bradshaw Road and 1<sup>st</sup> Street, at a cost of \$72,172.00, and the monthly lease/maintenance fee of \$689.75.
8. Authorize the issuance of a Peddler Permit, to Byron Tobias of Edward Jones Investments, for solicitation of investment services.
9. Authorize issuance of a Peddler's Permit, to Wesley Chapel Honda, for a vehicle sale at Apopka Land Regional Shopping Center from September 2, 2014 through September 7, 2014.

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

**SPECIAL REPORTS AND PUBLIC HEARINGS** - There were no special reports or public hearings.

## **ORDINANCES AND RESOLUTIONS**

1. **ORDINANCE NO. 2374 – SECOND READING – VACATE - Apopka Woods, LLC** - Vacating a portion of a Utility Easement - 1472 W. McCormick Road. [Ordinance No. 2374 does not meet the requirements for adoption.]

The City Clerk read the title, as follows:

### **ORDINANCE NO. 2374**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF A UTILITY EASEMENT LOCATED AT 1472 WEST MCCORMICK ROAD; PROVIDING DIRECTIONS TO THE CITY**

**CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

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

**MOTION was made by Commissioner Ruth, and seconded by Commissioner Arrowsmith, to accept the Second Reading of Ordinance No. 2374, and hold it over for a Third Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez and Ruth voting aye.**

- 2. ORDINANCE NO. 2375 – SECOND READING – VACATE - Susan Van Alstine - Vacating a Portion of a Drainage and Utility Easement - 1738 Lucky Pennie Way. [Ordinance No. 2375 does not meet the requirements for adoption.]**

The City Clerk read the title, as follows:

**ORDINANCE NO. 2375**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF THE DRAINAGE AND UTILITY EASEMENT LOCATED AT 1738 LUCKY PENNIE WAY; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

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

**MOTION was made by Commissioner Dean, and seconded by Commissioner Velazquez, to accept the Second Reading of Ordinance No. 2375, and hold it over for a Third Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez and Ruth voting aye.**

- 3. ORDINANCE NO. 2376 - SECOND READING - THE CITY OF APOPKA CODE OF ORDINANCES, CHAPTER 6 - ALCOHOLIC BEVERAGES - Amending certain sections to allow for extended hours of sale of alcoholic beverages; for possession on roadways, alleys and public right-of-ways; for possession within city parks for certain events; and hold over for Third Reading and Adoption.**

The City Clerk read the title, as follows:

**ORDINANCE NO. 2376**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING CERTAIN SECTIONS OF CHAPTER 6, “ALCOHOLIC BEVERAGES” OF THE CODE OF ORDINANCES OF THE CITY OF APOPKA, TO**

**ALLOW FOR EXTENDED HOURS OF SALE OF ALCOHOLIC BEVERAGES; FOR POSSESSION ON ROADWAYS, ALLEYS AND PUBLIC RIGHT-OF-WAYS; FOR POSSESSION IN PARKING AREAS AND LOTS; FOR POSSESSION WITHIN CITY PARKS; FOR CERTAIN EVENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

City Administrator Anderson said staff has met with the Ministerial Alliance to resolve their concerns with the ordinance. Staff decided to throw out the re-write of the entire code and return to amend the current Code, with some amendments to sales on Sunday beginning at 12:00 p.m., and strengthening police power for enforcement.

Mayor Kilsheimer opened the meeting for a public hearing.

A. Earl Nurse, 3851 Rock Hill Loop, spoke in opposition to the ordinance allowing alcohol sales on Sunday. He also reported there was fluid dumped on Rock Hill Loop and asked for assistance for removal.

Benjamin Bankson, 230 W Magnolia Street, said he was speaking for his father, Reverend Doug Bankson of Victory Church, thanking the City for considering and looking at the buffer zones around schools and churches, keeping Apopka an enjoyable and safe place for our children.

Jim Page, 4416 Rock Hill Loop, also thanked the City for reconsideration of the buffer zones. He added he would rather there be no changes, but appreciated the City's consideration of churches.

Dale Fenwick, 1272 Errol Parkway, spoke strongly in opposition to the alcoholic beverage regulation changes in the ordinances. He also spoke about the budget and suggested those that are receiving a benefit should bear the cost for the services.

Appearing no one else wished to speak Mayor Kilsheimer closed the public hearing.

Aida Campbell, speaking up, asked to speak, to which Mayor Kilsheimer reopened the public hearing.

Aida Campbell, 650 Whitetail Loop, spoke in opposition to the alcoholic beverage ordinance. She also thanked the City for making an accommodation for her, permitting her to participate in the City Council meeting.

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

**MOTION was made by Commissioner Velazquez, and seconded by Commissioner Ruth, to accept the Second Reading of Ordinance No. 2376, and hold it over for a Third Reading.**

Mayor Kilsheimer said this is a lifestyle issue. He thanked the Ministerial Alliance, the City Administrator, Police Chief Manley, Planning Manager David Moon, and other staff for making the changes, keeping it in line with the values of the Apopka community.



**Motion carried 3-2, with Mayor Kilsheimer, and Commissioners Velazquez and Ruth voting aye, and Commissioners Arrowsmith and Dean voting no.**

- 4. ORDINANCE NO. 2373 – FIRST READING – CODE OF ORDINANCES, PART III - LAND DEVELOPMENT CODE AMENDMENT** – Amending the City of Apopka Code of Ordinances, Part III, Land Development Code, Article III – Overlay Zones, to create a Small Lot Overlay Zoning District. [Tabled at the August 6, 2014 City Council meeting.]

**MOTION was made by Commissioner Arrowsmith, and seconded by Commissioner Ruth, to remove Ordinance No. 2373 from the table. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez and Ruth voting aye.**

The City Clerk read the title, as follows:

**ORDINANCE NO. 2373**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE III TO ESTABLISH A SMALL LOT OVERLAY ZONING DISTRICT; PROVIDING FOR APPLICABILITY; DIRECTIONS TO THE CITY CLERK; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

**MOTION was made by Commissioner Velazquez, and seconded by Commissioner Arrowsmith, to accept the First Reading of Ordinance No. 2373, and hold it over for a Second Reading.**

Commissioner Arrowsmith stated he still has concerns with the 40 foot lots, in that he has worked hard through his years on the City Council to encourage larger lots. He asked that staff carefully work to make sure that the future growth of the city will make this work for the City of Apopka. He added that staff requires the additional amenities to offset the lot size.

Commissioner Dean also expressed concerns with the lot size.

Mayor Kilsheimer said this is the new trend in the marketplace, citing Emerson Park as an example. He said the purpose is to raise the standards for the character of the development planned.

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

- 5. ORDINANCE NO. 2377 - FIRST READING -** Amending Chapter 42 (Environment), adopting Article III (Neighborhood Improvement Special Assessment) of the Code of Ordinances, relating to the establishment of Neighborhood Improvement Special Assessments.

The City Clerk read the title as follows:

**ORDINANCE NO. 2377**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 42, "ENVIRONMENT", BY ADOPTING ARTICLE III, ENTITLED "NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT", OF THE CODE OF ORDINANCES, RELATING TO THE ESTABLISHMENT OF PURPOSE OF NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT TRUST FUND; AUTHORIZING SPECIAL ASSESSMENTS; COLLECTION OF SPECIAL ASSESSMENTS; LIENS ON PROPERTY; EXPENDITURE OF REVENUE, REIMBURSEMENT OF FUNDS FOR ADMINISTRATIVE ASSISTANCE BY CITY OFFICIALS; RIGHT FOR WITHDRAW, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

City Administrator Anderson said this is our attempt to assess those homes where the Homeowners Association has dissolved and a majority of homeowners are off site. He said this is a new mechanism for assessing them for improvements to the properties.

Mayor Kilsheimer opened the meeting for a public hearing.

Tenita Reid, 651 O'Leary Court, spoke in opposition to the ordinance, expressing concerns that some of the property owners who care for their properties will be assessed for the ones who do not.

Mayor Kilsheimer explained there are only a couple of subdivisions in Apopka and a majority of them are not owner-occupied, but rentals. He added the City is moving forward to address the public health and safety issues.

Ms. Reid spoke again, inquiring the reasoning to impose an assessment on every property owner in the subdivision when a lien could be placed on the few properties that are causing the issues.

Mayor Kilsheimer explained that research conducted by the City has shown that the assessment method is the most direct and effective way to move forward.

Dale Fenwick, 1272 Errol Parkway, expressed concern in the long term impact, when it might encourage other HOA's to see this as a means to get out of their issues and turn them over to the City.

Suzanne Kidd, 1260 Lexington Parkway, expressed concern at the broad wording in the ordinance giving additional power to the City Council.

CA Anderson said the City has the power now. The main intent for the ordinance is to address walls, fences, retention areas and pools. He explained that if the Homeowners Association returns, it will be turned back over to them.

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

**MOTION was made by Commissioner Arrowsmith, and seconded by Commissioner Dean, to accept the First Reading of Ordinance No. 2377, and hold it over for a Second Reading. Motion carried 4-1, with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, and Velazquez, and Commissioner Ruth voting no.**

## **SITE APPROVALS**

- 1. FINAL DEVELOPMENT PLAN - Verizon Wireless - Apopka, owned by Calmil Investment Group, LP; applicant is Rock RDP 1, LLC; and engineer is Rogers Engineering, LLC c/o Rodney Rogers, P.E., for property located at 1120 West Orange Blossom Trail (Parcel ID No. 05-21-28-0000-00-025) [Tabled at the August 6, 2014 City Council meeting.]**

**MOTION by Commissioner Arrowsmith, and seconded by Commissioner Ruth, to remove Final Development Plan for Verizon Wireless - Apopka, from the table. Motion carried unanimously, with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

Mr. Anderson said a traffic analysis of the intersection of Lake Doe Boulevard and U.S. 441 was performed and reviewed to ensure there is enough land to make improvements in the future. He read the report to the City Council. (Report is on file with the City Clerk's Office).

Mayor Kilsheimer opened the meeting for a public hearing.

Rodney Rogers of Rogers Engineering, LLC, the engineers for the project, expressed gratitude to the City for the direction and assistance in processing the paperwork for this project. He said the site is designed with a beautiful building and landscaping.

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

**MOTION was made by Commissioner Ruth, and seconded by Commissioner Arrowsmith, to approve the Final Development Plan for Verizon Wireless - Apopka, as recommended. Motion carried unanimously, with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

- 2. FINAL DEVELOPMENT PLAN – Taco Bell – Owned by BB Hobbs Company – Cobblestone Partners, Inc.; engineer is Florida Engineering Group, c/o Sam Sebaali, P.E., LEED® AP; and property located at 1429 West Orange Blossom Trail. (Parcel ID No. 05-21-28-0000-00-001)**

Community Development Director Jay Davoll gave an overview of the project, outlining the waiver request to allow the dumpster material to be the same as the building. (The staff report is incorporated into and made a part of the minutes of this meeting.)

Commissioner Velazquez strongly expressed concerns with the entrance and exit on Old Dixie Highway.

Commissioner Arrowsmith pointed out that there are still four unplatted, undeveloped lots on Old Dixie Highway that will have direct access to Old Dixie Highway.

Commissioner Dean reviewed and questioned some aspects of the landscaping plan.

Rick Abt with Florida Engineering Group, the engineers for the project, explained there will be 51 new trees on site and more landscaping than required by Code. He said this is a franchisee, and has brought up their standards. Mr. Abt continued to answer questions of the Council members.

Commissioner Arrowsmith asked that the landscape be held back to ensure a clear site visibility range at the entrances and exits. Mr. Abt said that would be reviewed to ensure safety.

Marvin Gutman, 427 Lanarkshire Place, expressed his concern at the addition of another fast food type restaurant, and the benefit or negative impact to Apopka.

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

**MOTION was made by Commissioner Arrowsmith, and seconded by Commissioner Dean, to approve the Final Development Plan for Taco Bell, as recommended. Motion carried unanimously, with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

## **DEPARTMENT REPORTS AND BIDS**

City Administrator Anderson gave an update on Lester Road, saying that testing has been done and the City is awaiting the analysis.

Mr. Anderson said he would be working with the new City Attorney regarding the request of Commissioner Dean to see what language can be added to our bidding process to encourage minority contracting.

## **MAYOR'S REPORT**

Mayor Kilsheimer reported that the Final Organizational Analysis Report has been completed and has been posted to the City's website. He said it will take time to digest it prior to bringing it back for discussion.

Commissioner Dean stated he did not see where minority employees were discussed, to which Mayor Kilsheimer said that is something that may be incorporated into the discussion moving forward.

## **OLD BUSINESS**

1. **COUNCIL** - There was no old business from the City Council.
2. **PUBLIC** - There was no old business from the public.

## **NEW BUSINESS**

### **1. COUNCIL**

Commissioner Ruth applauded the presence of the Police Officers near his house on Magnolia Avenue overseeing the safety of the school children. He also recounted a telephone call regarding a citizen's excessive reclaimed water bill due to a leak. CA Anderson asked him to refer those type calls to the City offices for resolution.

2. **PUBLIC** - There was no new business from the public.

Linda Laurendeau, 1785 Nordic Court, spoke in favor of taking all measures necessary to maintain the Fire Department's ISO 1 Rating. She spoke of the importance in attracting new businesses to Apopka by touting the City's lowest millage rate in any full service City in Orange County, and the City's ISO 1 Rating.

Isadora Dean, 1340 Lexington Parkway, spoke of the benefits gained in attending the Florida League of Cities Conference, and expressed appreciation in hearing the City Council speak in favor of considering funding for the youth of Apopka. She encouraged the establishment of a Teen Council, originally established by Former Commissioner Kathy Till.

Sylvester Hall, 981 Ashworth Overlook Drive, spoke about the poverty that remains in our neighborhoods, the importance of people being our greatest resource, and encouraged unity and harmony among citizens. He said he looks forward to the day when Apopka will be the model city of tomorrow.

Tenita Reid, 651 O'Leary Court, requested more police presence near Apopka High School, and spoke of student parking issues in her neighborhood.

Mayor Kilsheimer noted that Orange County Public Schools changed the traffic pattern for Apopka High School this year, and the school has added approximately 200 more students than anticipated. He added that the Apopka Police Department has been out in that area in full force to address traffic issues, and Chief Manley is working with Apopka High School Principal Guthrie to address issues.

Ms. Reid further noted that there is no signage coming off of Vick Road toward the high school identifying it as a school zone, and no speed posting.

**ADJOURNMENT** - There being no further business to discuss, the meeting adjourned at 10:04 p.m.

ATTEST:

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Joseph E. Kilsheimer, Mayor

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Janice G. Goebel, City Clerk

**Backup material for agenda item:**

2. Approve the minutes from the Budget Workshop held on August 20, 2014, at 5:15 p.m.

## CITY OF APOPKA

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**Minutes of a City Council Budget Workshop held on August 20, 2014, at 5:15 p.m., in the City of Apopka Council Chambers.**

**PRESENT:** Mayor Joe Kilsheimer  
Commissioner Bill Arrowsmith  
Commissioner Billie Dean  
Commissioner Diane Velazquez  
Commissioner Sam Ruth

**PRESS PRESENT:** John Peery - The Apopka Chief

**CALL TO ORDER** - Mayor Kilsheimer called the Budget Workshop to order at 5:15 p.m.

**INVOCATION** - The Invocation was given by John Ricketson of The Apopka Chief Newspaper.

**PLEDGE OF ALLEGIANCE** - Mayor Kilsheimer led in the Pledge of Allegiance to the Flag.

Mayor Kilsheimer welcomed everyone to the Budget Workshop.

City Administrator Anderson said Public Services would be outlining their budget and services. He explained that Public Services functions under two separate entities from a funding (cost center) standpoint. One is the enterprise funds and the other is the general fund budget. Enterprise funds are water, sewer, and others of that nature. He added those funds are required to be run as one would a business (i.e. profit and loss), and are totally separate from the general fund unless there are budgetary transfers, as those funds also support some of the general fund activities.

Public Services Director Jean Jreij, presented a general overview of the requested Public Services budgets for FY 2014-2015, for the 18 divisions. (The presentation is on file in the City Clerk's office.)

Mr. Jreij responded to questions from the City Council regarding City Christmas decorations, garbage trucks in service, street resurfacing five-year program, the CNG (Compressed Natural Gas) vehicles used by the City, and the renovation of the 8<sup>th</sup> Street facility.

Commissioner Dean and Mayor Kilsheimer commented on the need for uniform shirts for the City Council members to wear when attending meetings and conferences outside the community.

### **PUBLIC INPUT**

Mayor Kilsheimer opened the meeting for public input.



Suzanne Kidd, 1260 Lexington Parkway, suggested rather than contracting the use of inmate labor, that the youth of Apopka be offered the opportunity to perform those jobs.

Ray Shackelford, 2082 Carpathian Drive, requested the City consider funding 1.5 million dollars to support summer hiring of the high school youth of Apopka.

Commissioner Dean suggested the City could look at funding from the State or Federal Government through grants to support hiring young people.

Mr. Shackelford further suggested the City offer grants to the business community to encourage their hiring of young people. He stressed the importance for the City to commit to investing in the children of Apopka.

**ADJOURNMENT** - There being no further discussion, the workshop adjourned at 6:15 p.m.

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Joseph E. Kilsheimer, Mayor

ATTEST:

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Janice G. Goebel, City Clerk

**Backup material for agenda item:**

3. Authorize the City Administrator to sign contract #WS935 with the Department of Corrections for an inmate work squad.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: September 3, 2014  
FROM: Public Services  
EXHIBITS:

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**SUBJECT: INMATE WORK SQUADS CONTRACT III - #WS935**

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

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**SUMMARY:**

On November 12, 2012, City Council approved Inmate Work Squad Contract III (#793) for the City. The contract will expire December 21, 2014.

The Department of Corrections has established a new contract format and has requested the City execute a new contract for this Inmate Work Squad. The new contract number would be #WS935 and the contract would be effective for a one-year term, beginning December 22, 2014, and is subject to one (1) one-year extension. The cost is \$57,497.00 per year.

This work squad's primary location is at the Northwest Recreation Complex site.

Note: A copy of the Contract is on file in the Public Services Department

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**FUNDING SOURCE:**

Funding is available in the six-cent Street Improvement Fund

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**RECOMMENDATION ACTION:**

Authorize the City Administrator to sign contract #WS935 with the Department of Corrections for an inmate work squad.

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**DISTRIBUTION:**

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

Finance Dir.  
HR Director  
IT Director  
Police Chief

Public Ser. Dir. (2)  
City Clerk (4)  
Fire Chief (1)

**Backup material for agenda item:**

4. Approve the correction of an error of the previously awarded bid in the amount of \$100,000.00



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: September 3, 2014  
FROM: Public Services  
EXHIBITS:

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**SUBJECT: RECLAIMED WATER SERVICE EXTENSION ON KEENE ROAD,  
CLARCONA ROAD (C.R. 435), OLD APOPKA ROAD AND SNOWDEN ROAD.**

**Request: APPROVE THE CORRECTION OF AN ERROR OF THE PREVIOUSLY  
AWARDED BID**

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**SUMMARY:**

On August 6, 2014, City Council awarded the contract for Bid 2014-08 to Garney Companies, Inc. in the amount of \$4,226,105.00 for the construction of Reclaimed Water Service (RWS) Extension bid, which shall be along Keene Road, Clarcona Road (C.R. 435), Old Apopka Road and Snowden Road. There was an oversight on the green sheet the amount should have been \$4,326,105.00, a difference of \$100,000.00.

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**FUNDING SOURCE:**

\$1,401,408.00 St. Johns Water Management District and FL Dept. of Environmental Protection Grant  
\$2,924,697.20 Reclaimed Water and Sanitary Sewer Impact Fund

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**RECOMMENDATION ACTION:**

Approve the correction of an error of the previously awarded bid in the amount of \$100,000.00

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**DISTRIBUTION:**

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

Finance Dir.  
HR Director  
IT Director  
Police Chief

Public Ser. Dir. (2)  
City Clerk (4)  
Fire Chief (1)

**Backup material for agenda item:**

5. Authorize the Mayor or his designee to execute the Decorative Street Light Agreement between the City of Apopka and the Lester Ridge Homeowners Association.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: September 3, 2014  
FROM: Public Services  
EXHIBITS:

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**SUBJECT: STREET LIGHT AGREEMENT BETWEEN THE CITY OF APOPKA AND THE LESTER RIDGE HOMEOWNERS ASSOCIATION**

**Request: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT**

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**SUMMARY:**

The developer for Lester Ridge, has upgraded the street lighting from standard streetlights to decorative streetlights.

Because the cost for the decorative lights is higher than that of the standard streetlights, an agreement is required to offset the City's additional expenses from the decorative streetlights. The Lester Ridge Homeowners Association will be billed on a monthly basis for the cost differential of the decorative streetlights.

Note: A copy of the agreement is on file in the Public Services Department

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**FUNDING SOURCE:**

N/A

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**RECOMMENDATION ACTION:**

Authorize the Mayor or his designee to execute the Decorative Street Light Agreement between the City of Apopka and the Lester Ridge Homeowners Association.

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**DISTRIBUTION:**

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

Finance Dir.  
HR Director  
IT Director  
Police Chief

Public Ser. Dir. (2)  
City Clerk (4)  
Fire Chief (1)

**Backup material for agenda item:**

6. Approve the Disbursement Report for the month of August, 2014.



**CITY OF AOPKA**  
**Disbursements Report**

By Account Number, Paid 8/01/14 thru 8/28/14

Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
8/07/14	135866			FRIEDLINE, KENYON	162360	8/07/14	001-101.1400	50.00
Subtotal for 001-101.1400								50.00
6/30/14	135121	120283		TPH ACQUISITION LLLP	162414	8/07/14	001-141.1200	440.88
7/22/14	135548	120629		MANSFIELD OIL, CO.	162377	8/07/14	001-141.1200	21,245.45
7/22/14	135549	120630		MANSFIELD OIL, CO.	162494	8/14/14	001-141.1200	24,852.99
8/05/14	135833	120842		MANSFIELD OIL, CO.	162605	8/21/14	001-141.1200	22,839.27
Subtotal for 001-141.1200								69,378.59
7/09/14	135286	120425		LAKE AOPKA NATURAL GAS DISTRICT	162486	8/14/14	001-141.1201	1,416.70
Subtotal for 001-141.1201								1,416.70
8/19/14	136045	121004		ASCENT AVIATION GROUP INC	162659	8/28/14	001-141.1203	32,270.71
Subtotal for 001-141.1203								32,270.71
8/07/14	135859			U.S. POSTAL SERVICE/ACCT.36070175	162420	8/07/14	001-141.1300	3,000.00
Subtotal for 001-141.1300								3,000.00
7/08/14	135242	120381		AMSOIL INC./ACCOUNTS RECEIVABLE	162322	8/07/14	001-141.1400	2,457.63
8/04/14	135796	120818		PRIDE ENTERPRISES	162391	8/07/14	001-141.1400	1,272.52
5/20/14	134377	119708		AMSOIL INC./ACCOUNTS RECEIVABLE	162322	8/07/14	001-141.1400	2,440.63
7/02/14	135184	120337		ACTION GATOR TIRE	162315	8/07/14	001-141.1400	2,223.02
7/21/14	135523	120581		LAW ENFORCEMENT SUPPLY	162374	8/07/14	001-141.1400	101.39
7/28/14	135656	120714		PRIDE ENTERPRISES	162391	8/07/14	001-141.1400	786.28
6/19/14	134940	120138		TPH ACQUISITION LLLP	162414	8/07/14	001-141.1400	992.56
8/05/14	135808	120825		LYNCH OIL COMPANY, INC	162491	8/14/14	001-141.1400	1,753.59
7/17/14	135463	120536		MILLIKAN BATTERY & ELECTRIC	162496	8/14/14	001-141.1400	720.50
7/02/14	135192	120344		WELDON PARTS-ORLANDO	162535	8/14/14	001-141.1400	301.15
7/17/14	135459	120532		ACTION GATOR TIRE	162435	8/14/14	001-141.1400	2,423.75
8/04/14	135764	120789		ON-SITE ANTIFREEZE RECYCLING, LLC	162503	8/14/14	001-141.1400	1,050.00
8/12/14	135932	120916		PRIDE ENTERPRISES	162622	8/21/14	001-141.1400	124.53
8/14/14	135995	120952		INTERSTATE BILLING SERVICE	162598	8/21/14	001-141.1400	237.27
8/15/14	136000	120958		TAMPA CRANE & BODY, INC.	162636	8/21/14	001-141.1400	253.47
8/04/14	135779	120802		GRAINGER	162589	8/21/14	001-141.1400	9.90
7/31/14	135742	120770		SUNTRUST BANK	162735	8/28/14	001-141.1400	1,385.95
7/17/14	135462	120535		CARQUEST AUTO PARTS	162664	8/28/14	001-141.1400	230.57
Subtotal for 001-141.1400								18,764.71
8/07/14	135871	120865		ONE BEACON INSURANCE GROUP	162504	8/14/14	001-155.0001	31,974.22
8/07/14	135873	120866		TRAVELERS	162527	8/14/14	001-155.0001	2,337.53
Subtotal for 001-155.0001								34,311.75
8/05/14	135830	120839		WRIGHT, DAVID	162431	8/07/14	001-155.0004	281.28
8/12/14	135942			LINA	162488	8/14/14	001-155.0004	2,962.44
8/14/14	135980			SYMETRA LIFE INSURANCE	162522	8/14/14	001-155.0004	21,205.28
8/26/14	136124			P & A GROUP, THE	162716	8/28/14	001-155.0004	305.50
8/26/14	136134			BLUE CROSS AND BLUE SHIELD OF FL	162661	8/28/14	001-155.0004	19,936.25
Subtotal for 001-155.0004								44,690.75
7/24/14	135603	120670		DADE PAPER & BAG CO.	162347	8/07/14	001-155.0006	158.73
8/06/14	135842	120849		JANI- KING OF ORLANDO	162483	8/14/14	001-155.0006	186.00
8/08/14	135892	120875		PSS WORLD MEDICAL, INC.	162510	8/14/14	001-155.0006	567.90
8/06/14	135843	120850		CARE HERE	162448	8/14/14	001-155.0006	8,740.00
8/21/14	136076			CENTURYLINK	162564	8/21/14	001-155.0006	324.89
8/12/14	135935	120919		CARE HERE	162559	8/21/14	001-155.0006	36,646.12
8/28/14	136190			DUKE ENERGY	162684	8/28/14	001-155.0006	267.82
Subtotal for 001-155.0006								46,891.46
8/05/14	135806			PERSAUD, SONIA	162389	8/07/14	001-217.1100	3.90
Subtotal for 001-217.1100								3.90

**CITY OF AOPKA**  
**Disbursements Report**

By Account Number, Paid 8/01/14 thru 8/28/14

Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
8/14/14	135980			SYMETRA LIFE INSURANCE	162522	8/14/14	001-218.1600	1,311.61
8/26/14	136134			BLUE CROSS AND BLUE SHIELD OF FL	162661	8/28/14	001-218.1600	978.87
Subtotal for 001-218.1600								2,290.48
8/21/14	136084			VISION SERVICE PLAN - (IC)	162647	8/21/14	001-218.1603	2,256.50
Subtotal for 001-218.1603								2,256.50
8/12/14	135942			LINA	162488	8/14/14	001-218.1610	5,502.27
Subtotal for 001-218.1610								5,502.27
8/12/14	135942			LINA	162488	8/14/14	001-218.1615	3,523.81
Subtotal for 001-218.1615								3,523.81
8/21/14	136078			ALLSTATE	162546	8/21/14	001-218.1620	16,994.32
Subtotal for 001-218.1620								16,994.32
8/05/14	135818			TRUSTMARK VOLUNTARY BENEFIT SOL	162416	8/07/14	001-218.1621	11,200.17
Subtotal for 001-218.1621								11,200.17
8/05/14	135817			YOURIDGUARD, INC.	162432	8/07/14	001-218.1622	1,055.00
Subtotal for 001-218.1622								1,055.00
8/05/14	135819			FLORIDA COMBINED LIFE	162357	8/07/14	001-218.1630	19,795.56
8/13/14	135972	120945		CLARK, CHARLES	162452	8/14/14	001-218.1630	46.22
8/25/14	136108	121042		LUDWIG, ELFRIEDE	162702	8/28/14	001-218.1630	67.43
8/28/14	136187			FLORIDA COMBINED LIFE	162689	8/28/14	001-218.1630	19,869.07
Subtotal for 001-218.1630								39,778.28
8/07/14	135854			STEPHENS, MARTI	162406	8/07/14	001-218.1750	98.08
8/14/14	135975			STEPHENS, MARTI	162520	8/14/14	001-218.1750	98.08
8/20/14	136067			STEPHENS, MARTI	162634	8/21/14	001-218.1750	98.08
8/27/14	136152			STEPHENS, MARTI	162732	8/28/14	001-218.1750	98.08
Subtotal for 001-218.1750								392.32
8/07/14	135855			U.S. DEPARTMENT OF EDUCATION	162419	8/07/14	001-218.1760	137.37
8/14/14	135974			U.S. DEPARTMENT OF EDUCATION	162528	8/14/14	001-218.1760	201.74
8/20/14	136068			U.S. DEPARTMENT OF EDUCATION	162643	8/21/14	001-218.1760	137.37
8/27/14	136153			U.S. DEPARTMENT OF EDUCATION	162743	8/28/14	001-218.1760	137.37
Subtotal for 001-218.1760								613.85
8/14/14	135973			INTERNAL REVENUE SERVICE	162482	8/14/14	001-218.1770	11.54
8/20/14	136069			INTERNAL REVENUE SERVICE	162597	8/21/14	001-218.1770	11.54
8/27/14	136156			INTERNAL REVENUE SERVICE	162698	8/28/14	001-218.1770	11.54
Subtotal for 001-218.1770								34.62
8/05/14	135816			SANCHEZ, MERCEDES	162399	8/07/14	001-220.0004	200.00
8/07/14	135856			RIVERA, LAURA	162398	8/07/14	001-220.0004	200.00
8/14/14	135976			GOLDWIRE, SHIRLEY M	162477	8/14/14	001-220.0004	200.00
8/26/14	136137			HOUSE OF DAVID MINISTRIES	162697	8/28/14	001-220.0004	200.00
8/28/14	136180			VAZQUEZ, NATASHA	162746	8/28/14	001-220.0004	200.00
8/28/14	136179			PHILLIPS, RODRINA B.	162717	8/28/14	001-220.0004	200.00
Subtotal for 001-220.0004								1,200.00
8/12/14	135941			M I HOMES OF ORLANDO, LLC	162492	8/14/14	001-220.2255	750.00
Subtotal for 001-220.2255								750.00
8/07/14	135862			UNITED HEALTHCARE - ATLANTA	162421	8/07/14	001-342.6000	322.86
8/07/14	135863			UNITED HEALTHCARE - ATLANTA	162421	8/07/14	001-342.6000	136.00
8/07/14	135874			VA MEDICAL CENTER	162423	8/07/14	001-342.6000	280.98
Subtotal for 001-342.6000								739.84
8/05/14	135806			PERSAUD, SONIA	162389	8/07/14	001-347.2100	60.00
8/05/14	135807			WILSON, SCOTT	162428	8/07/14	001-347.2100	100.00
8/05/14	135813			HERNANDEZ, ROZANNA	162366	8/07/14	001-347.2100	120.00
8/05/14	135814			HAYES, CANDICE	162365	8/07/14	001-347.2100	268.00

**CITY OF APOPKA**  
**Disbursements Report**

By Account Number, Paid 8/01/14 thru 8/28/14

Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
8/05/14	135815			WALSH, JONATHAN	162426	8/07/14	001-347.2100	80.00
8/05/14	135812			WRIGHT, CHRYSALIS	162538	8/20/14	001-347.2100	140.00
8/26/14	136132			BOONE, SHANNON	162662	8/28/14	001-347.2100	50.00
Subtotal for 001-347.2100								818.00
7/22/14	135562	120640		SUNTRUST BANK	162735	8/28/14	001-366.9001	1,219.98
Subtotal for 001-366.9001								1,219.98
8/20/14	136066			WILLIAMS, ALONZO	162649	8/21/14	001-1010-512.1200	237.50
Subtotal for 001-1010-512.1200								237.50
8/27/14	136157			DEAN, BILLIE	162674	8/28/14	001-1010-512.4000	1,029.75
8/27/14	136158			KILSHEIMER, JOSEPH E.	162699	8/28/14	001-1010-512.4000	839.60
Subtotal for 001-1010-512.4000								1,869.35
5/05/14	134008	119433		VERIZON WIRELESS	162531	8/14/14	001-1010-512.4100	36.07
10/04/13	129643	116235		VERIZON WIRELESS	162531	8/14/14	001-1010-512.4100	37.58
Subtotal for 001-1010-512.4100								73.65
8/19/14	136038	121000		OFFICE DEPOT	162615	8/21/14	001-1010-512.5100	4.84
Subtotal for 001-1010-512.5100								4.84
8/19/14	136052	121011		SUNTRUST BANK	162735	8/28/14	001-1010-512.5200	26.00
Subtotal for 001-1010-512.5200								26.00
8/19/14	136051	121010		SUNTRUST BANK	162735	8/28/14	001-1010-512.5500	425.00
Subtotal for 001-1010-512.5500								425.00
7/24/14	135593	120661		TPH ACQUISITION LLLP	162637	8/21/14	001-1020-512.4650	147.12
Subtotal for 001-1020-512.4650								147.12
7/09/14	135280	120413		PRIDE ENTERPRISES	162508	8/14/14	001-1020-512.5100	439.24
8/05/14	135831	120840		OFFICE DEPOT	162615	8/21/14	001-1020-512.5100	328.26
8/19/14	136038	121000		OFFICE DEPOT	162615	8/21/14	001-1020-512.5100	37.39
Subtotal for 001-1020-512.5100								804.89
8/05/14	135824	120833		DUBSDREAD CATERING	162349	8/07/14	001-1020-512.5200	1,461.66
8/08/14	135891	120874		CAPITAL OFFICE PRODUCTS	162447	8/14/14	001-1020-512.5200	246.33
8/19/14	136043	121032		PITNEY BOWES GLOBAL FINANCIAL SE	162719	8/28/14	001-1020-512.5200	876.00
8/28/14	136185			SUNTRUST BANK	162735	8/28/14	001-1020-512.5200	0.75
8/28/14	136189			SCHROEDER DENTAL GROUP	162726	8/28/14	001-1020-512.5200	18.00
Subtotal for 001-1020-512.5200								2,602.74
8/18/14	136026	120986		EFFICIENTGOV	162576	8/21/14	001-1020-512.5400	695.00
Subtotal for 001-1020-512.5400								695.00
8/06/14	135842	120849		JANI- KING OF ORLANDO	162483	8/14/14	001-1022-519.3400	3,018.00
Subtotal for 001-1022-519.3400								3,018.00
8/05/14	135820			CENTURYLINK	162339	8/07/14	001-1022-519.4100	35.00
8/21/14	136075			CENTURYLINK	162564	8/21/14	001-1022-519.4100	72.36
Subtotal for 001-1022-519.4100								107.36
8/07/14	135872			DUKE ENERGY	162352	8/07/14	001-1022-519.4300	599.59
8/12/14	135943			DUKE ENERGY	162460	8/14/14	001-1022-519.4300	14,252.66
8/14/14	135986			LAKE APOPKA NATURAL GAS DISTRICT	162486	8/14/14	001-1022-519.4300	124.88
8/28/14	136190			DUKE ENERGY	162684	8/28/14	001-1022-519.4300	431.96
Subtotal for 001-1022-519.4300								15,409.09
7/29/14	135681	120736		CASCADE WATER SERVICES	162337	8/07/14	001-1022-519.4600	120.93
7/29/14	135693	120744		INDUSTRIAL ENGINEERING CO.	162369	8/07/14	001-1022-519.4600	240.00
6/12/14	134810	120040		ODOM ELECTRICAL SERVICES INC.	162385	8/07/14	001-1022-519.4600	100.00
7/24/14	135600	120668		MERCER PEST CONTROL, INC.	162378	8/07/14	001-1022-519.4600	350.00
7/25/14	135623	120689		TWC DISTRIBUTORS	162417	8/07/14	001-1022-519.4600	72.25
7/28/14	135657	120715		STARR MECHANICAL, INC.	162405	8/07/14	001-1022-519.4600	195.00
8/06/14	135841	120848		FERRAN SERVICES & CONTRACTING, IN	162466	8/14/14	001-1022-519.4600	308.00

**CITY OF AOPKA**  
**Disbursements Report**

By Account Number, Paid 8/01/14 thru 8/28/14

Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
8/11/14	135922	120913		ODOM ELECTRICAL SERVICES INC.	162501	8/14/14	001-1022-519.4600	100.00
7/23/14	135587	120657		ALDAN ELECTRIC SUPPLY, INC.	162437	8/14/14	001-1022-519.4600	1,121.16
8/12/14	135934	120918		A-N-R DOOR SYSTEMS, INC.	162434	8/14/14	001-1022-519.4600	260.00
8/12/14	135946	120926		FLORIDA SAFETY SYSTEMS, LLC	162473	8/14/14	001-1022-519.4600	591.00
8/08/14	135887	120870		MERCER PEST CONTROL, INC.	162495	8/14/14	001-1022-519.4600	376.18
8/08/14	135878	120869		A-N-R DOOR SYSTEMS, INC.	162434	8/14/14	001-1022-519.4600	260.00
8/08/14	135888	120871		A-ABRA-KEY-DABRA LOCKSMITH SERV.	162433	8/14/14	001-1022-519.4600	153.00
8/08/14	135889	120872		A-ABRA-KEY-DABRA LOCKSMITH SERV.	162433	8/14/14	001-1022-519.4600	73.00
8/06/14	135850	120857		FREEDOM MECHANICAL INC.	162586	8/21/14	001-1022-519.4600	2,499.00
8/14/14	135997	120957		LIBERTY LOCKSMITHS & SECURITY PR	162602	8/21/14	001-1022-519.4600	302.00
8/18/14	136033	120996		BOWEN PLUMBING	162554	8/21/14	001-1022-519.4600	195.00
7/21/14	135545	120599		POWER PRO-TECH SERVICES, INC.	162620	8/21/14	001-1022-519.4600	378.00
8/21/14	136080	121033		A-ABRA-KEY-DABRA LOCKSMITH SERV.	162650	8/28/14	001-1022-519.4600	83.00
8/22/14	136102	121039		A. EDWARDS DBA AOPKA APPLIANCE	162651	8/28/14	001-1022-519.4600	176.40
8/25/14	136115	121054		ODOM ELECTRICAL SERVICES INC.	162713	8/28/14	001-1022-519.4600	200.00
Subtotal for 001-1022-519.4600								8,153.92
7/24/14	135603	120670		DADE PAPER & BAG CO.	162347	8/07/14	001-1022-519.5200	1,313.93
8/04/14	135768	120792		HOME DEPOT CREDIT SERVICES	162696	8/28/14	001-1022-519.5200	66.47
Subtotal for 001-1022-519.5200								1,380.40
8/26/14	136126	121061		ALL GOOD REPORTERS, LLC	162656	8/28/14	001-1030-512.3100	300.00
Subtotal for 001-1030-512.3100								300.00
10/15/13	129975	116461		CROWN SHREDDING, LLC	162567	8/21/14	001-1030-512.4600	125.00
Subtotal for 001-1030-512.4600								125.00
8/12/14	135948	120927		ORLANDO SENTINEL	162505	8/14/14	001-1030-512.4902	166.25
4/04/14	133431	118984		AOPKA CHIEF, THE	162550	8/21/14	001-1030-512.4902	51.75
Subtotal for 001-1030-512.4902								218.00
6/25/14	135056	120229		HOME DEPOT CREDIT SERVICES	162367	8/07/14	001-1030-512.5200	531.52
8/07/14	135861			SIMMONS, PRINCESS	162403	8/07/14	001-1030-512.5200	31.00
Subtotal for 001-1030-512.5200								562.52
8/01/14	135754	120779		SUNTRUST BANK	162735	8/28/14	001-1120-513.5100	53.52
Subtotal for 001-1120-513.5100								53.52
8/11/14	135924	120905		EMPOWER SOFTWARE SOLUTIONS, INC.	162461	8/14/14	001-1170-513.4600	1,016.67
8/14/14	135999	120955		RICOH USA, INC.	162627	8/21/14	001-1170-513.4600	15.07
Subtotal for 001-1170-513.4600								1,031.74
7/28/14	135662	120727		NEWEGG.COM	162499	8/14/14	001-1170-513.5200	324.99
7/30/14	135699	120752		STAPLES ADVANTAGE	162519	8/14/14	001-1170-513.5200	65.94
8/07/14	135868	120862		OFFICE DEPOT	162615	8/21/14	001-1170-513.5200	144.99
Subtotal for 001-1170-513.5200								535.92
5/13/14	134202	119578		INFORMATION MANAGEMENT SERVICE	162596	8/21/14	001-1170-513.6800	3,349.00
Subtotal for 001-1170-513.6800								3,349.00
10/08/13	129750	116324		SWIFTREACH NETWORKS, INC.	162408	8/07/14	001-2110-522.4100	280.00
10/04/13	129643	116235		VERIZON WIRELESS	162531	8/14/14	001-2110-522.4100	108.21
10/08/13	129750	116324		SWIFTREACH NETWORKS, INC.	162736	8/28/14	001-2110-522.4100	140.00
Subtotal for 001-2110-522.4100								528.21
8/07/14	135872			DUKE ENERGY	162352	8/07/14	001-2110-522.4300	579.95
8/14/14	135986			LAKE AOPKA NATURAL GAS DISTRICT	162486	8/14/14	001-2110-522.4300	64.48
8/14/14	135987			LAKE AOPKA NATURAL GAS DISTRICT	162486	8/14/14	001-2110-522.4300	13.57
8/21/14	136094			DUKE ENERGY	162575	8/21/14	001-2110-522.4300	9,097.21
8/28/14	136190			DUKE ENERGY	162684	8/28/14	001-2110-522.4300	552.34
Subtotal for 001-2110-522.4300								10,307.55
8/08/14	135900	120882		RICOH USA, INC.	162514	8/14/14	001-2110-522.4600	185.06

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Subtotal for 001-2110-522.4600								185.06
7/17/14	135494	120560		CAPITAL OFFICE PRODUCTS	162333	8/07/14	001-2110-522.5100	76.94
7/17/14	135496	120561		OFFICE DEPOT	162386	8/07/14	001-2110-522.5100	12.09
Subtotal for 001-2110-522.5100								89.03
6/12/14	134840	120058		PROPALMS INTERNATIONAL LIMITED	162393	8/07/14	001-2110-522.5200	468.40
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	001-2110-522.5200	10.45
7/23/14	135588	120726		GOVCONNECTION, INC.	162478	8/14/14	001-2110-522.5200	131.85
7/29/14	135692	120743		SUNTRUST BANK	162735	8/28/14	001-2110-522.5200	79.99
Subtotal for 001-2110-522.5200								690.69
10/04/13	129643	116235		VERIZON WIRELESS	162531	8/14/14	001-2120-522.4100	544.94
Subtotal for 001-2120-522.4100								544.94
7/30/14	135715	120761		AOPKA AUTO UPHOLSTERY	162324	8/07/14	001-2120-522.4600	200.00
7/02/14	135170	120349		FISHER SCIENTIFIC	162688	8/28/14	001-2120-522.4600	256.60
Subtotal for 001-2120-522.4600								456.60
7/03/14	135215	120359		MUNICIPAL EQUIPMENT COMPANY	162381	8/07/14	001-2120-522.4650	115.00
7/14/14	135358	120470		AMERICAN WIRE & TERMINAL	162440	8/14/14	001-2120-522.4650	63.95
6/09/14	134733	119972		AOPKA ACE HARDWARE & LUMBER IN	162441	8/14/14	001-2120-522.4650	5.78
7/24/14	135593	120661		TPH ACQUISITION LLLP	162637	8/21/14	001-2120-522.4650	19.50
7/14/14	135355	120467		MUNICIPAL EQUIPMENT COMPANY	162610	8/21/14	001-2120-522.4650	-115.00
5/19/14	134349	119688		PIRTEK ALTAMONTE SPRINGS	162619	8/21/14	001-2120-522.4650	258.67
8/04/14	135786	120808		SUNTRUST BANK	162735	8/28/14	001-2120-522.4650	55.71
Subtotal for 001-2120-522.4650								403.61
7/30/14	135714	120760		POLLARDWATER.COM	162390	8/07/14	001-2120-522.5200	37.66
8/04/14	135783	120806		SPECIAL PRODUCTS GROUP	162404	8/07/14	001-2120-522.5200	38.00
5/02/14	133991	119411		WALMART	162424	8/07/14	001-2120-522.5200	225.02
7/17/14	135496	120561		OFFICE DEPOT	162386	8/07/14	001-2120-522.5200	6.66
6/12/14	134839	120055		WALMART COMMUNITY/GEMB	162425	8/07/14	001-2120-522.5200	91.38
7/30/14	135706	120757		PUBLIX SUPER MARKETS, INC.	162395	8/07/14	001-2120-522.5200	40.23
7/24/14	135602	120669		DADE PAPER & BAG CO.	162347	8/07/14	001-2120-522.5200	327.37
7/30/14	135717	120762		BENGTSON, TODD	162331	8/07/14	001-2120-522.5200	32.39
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	001-2120-522.5200	570.87
8/11/14	135921	120903		AOPKA CHIEF, THE	162442	8/14/14	001-2120-522.5200	45.00
8/14/14	135977			FIRE DEPARTMENT PETTY CASH FUND	162469	8/14/14	001-2120-522.5200	105.65
7/17/14	135492	120559		CAPITAL OFFICE PRODUCTS	162557	8/21/14	001-2120-522.5200	77.32
7/15/14	135412	120505		MUNICIPAL EQUIPMENT COMPANY	162708	8/28/14	001-2120-522.5200	565.00
7/17/14	135490	120558		WALMART COMMUNITY/GEMB	162750	8/28/14	001-2120-522.5200	518.52
8/01/14	135746	120774		NEW PIG CORPORATION	162711	8/28/14	001-2120-522.5200	119.28
Subtotal for 001-2120-522.5200								2,800.35
8/07/14	135865			FRY, MARK	162361	8/07/14	001-2120-522.5500	40.91
Subtotal for 001-2120-522.5500								40.91
5/27/14	134493	119798		CHANNEL INNOVATIONS CORP.	162667	8/28/14	001-2120-522.6400	4,800.00
7/24/14	135594	120662		MUNICIPAL EQUIPMENT COMPANY	162708	8/28/14	001-2120-522.6400	660.00
Subtotal for 001-2120-522.6400								5,460.00
7/28/14	135639	120747		AT & T MOBILITY	162326	8/07/14	001-2130-526.4100	267.76
10/04/13	129643	116235		VERIZON WIRELESS	162531	8/14/14	001-2130-526.4100	216.42
10/04/13	129635	116227		VERIZON WIRELESS	162531	8/14/14	001-2130-526.4100	74.96
8/26/14	136141	121072		AT & T MOBILITY	162660	8/28/14	001-2130-526.4100	269.76
Subtotal for 001-2130-526.4100								828.90
8/26/14	136135	121068		AIR LIQUIDE HEALTHCARE AMERICA	162655	8/28/14	001-2130-526.4400	227.55
Subtotal for 001-2130-526.4400								227.55
8/26/14	136136	121069		PHYSIO-CONTROL , INC.	162718	8/28/14	001-2130-526.4600	785.40

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Subtotal for 001-2130-526.4600								785.40
6/30/14	135121	120283		TPH ACQUISITION LLLP	162414	8/07/14	001-2130-526.4650	79.83
6/18/14	134917	120128		PRO TREE KUSTOMS AND AUTO COLLIS	162392	8/07/14	001-2130-526.4650	231.00
7/02/14	135180	120333		GRAINGER	162363	8/07/14	001-2130-526.4650	1,195.95
7/24/14	135593	120661		TPH ACQUISITION LLLP	162637	8/21/14	001-2130-526.4650	21.80
7/22/14	135551	120632		A.O.K. TIRE MART	162540	8/21/14	001-2130-526.4650	633.96
7/14/14	135355	120467		MUNICIPAL EQUIPMENT COMPANY	162610	8/21/14	001-2130-526.4650	262.11
Subtotal for 001-2130-526.4650								2,424.65
8/26/14	136129	121064		NEB GROUP, INC.	162710	8/28/14	001-2130-526.4950	3,716.22
Subtotal for 001-2130-526.4950								3,716.22
11/08/13	130558	116879		WALMART COMMUNITY/GEMB	162425	8/07/14	001-2130-526.5200	74.29
8/26/14	136133	121067		BOUND TREE MEDICAL, LLC.	162663	8/28/14	001-2130-526.5200	2,194.84
5/06/14	134046	119486		WALMART COMMUNITY/GEMB	162750	8/28/14	001-2130-526.5200	83.71
7/15/14	135412	120505		MUNICIPAL EQUIPMENT COMPANY	162708	8/28/14	001-2130-526.5200	565.00
8/26/14	136130	121065		VIDACARE CORPORATION	162748	8/28/14	001-2130-526.5200	558.05
8/26/14	136128	121063		STERICYCLE INC.	162733	8/28/14	001-2130-526.5200	2,281.37
8/26/14	136127	121062		TAYLORS PHARMACY	162737	8/28/14	001-2130-526.5200	996.80
8/26/14	136139	121071		S & W HEALTHCARE CORPORATION	162725	8/28/14	001-2130-526.5200	531.03
8/26/14	136138	121070		QUADMED, INC.	162721	8/28/14	001-2130-526.5200	1,660.00
Subtotal for 001-2130-526.5200								8,945.09
7/28/14	135640	120748		CHANNING BETE COMPANY, INC.	162341	8/07/14	001-2130-526.5500	537.95
8/26/14	136131	121066		CHANNING BETE COMPANY, INC.	162668	8/28/14	001-2130-526.5500	323.00
Subtotal for 001-2130-526.5500								860.95
8/01/14	135745	120772		BARCO, CARROLL S	162329	8/07/14	001-2210-521.3100	440.00
Subtotal for 001-2210-521.3100								440.00
10/14/13	129950	116446		VERIZON WIRELESS	162531	8/14/14	001-2210-521.4100	36.07
10/04/13	129634	116226		VERIZON WIRELESS	162531	8/14/14	001-2210-521.4100	187.40
Subtotal for 001-2210-521.4100								223.47
10/07/13	129691	116281		FEDEX	162355	8/07/14	001-2210-521.4200	12.71
10/07/13	129691	116281		FEDEX	162686	8/28/14	001-2210-521.4200	23.49
Subtotal for 001-2210-521.4200								36.20
8/14/14	135990			DUKE ENERGY	162460	8/14/14	001-2210-521.4300	493.16
8/14/14	135987			LAKE AOPKA NATURAL GAS DISTRICT	162486	8/14/14	001-2210-521.4300	13.56
8/21/14	136094			DUKE ENERGY	162575	8/21/14	001-2210-521.4300	208.54
8/28/14	136190			DUKE ENERGY	162684	8/28/14	001-2210-521.4300	147.11
Subtotal for 001-2210-521.4300								862.37
7/29/14	135676	120731		CANON SOLUTIONS AMERICA, INC	162445	8/14/14	001-2210-521.4600	130.86
Subtotal for 001-2210-521.4600								130.86
4/14/14	133621	119136		AOPKA AUTO UPHOLSTERY	162549	8/21/14	001-2210-521.4650	175.00
Subtotal for 001-2210-521.4650								175.00
11/13/13	130599	116950		CLERK OF THE COURT, ORANGE CO	162669	8/28/14	001-2210-521.4900	10.00
Subtotal for 001-2210-521.4900								10.00
7/08/14	135267	120403		OFFICE DEPOT	162386	8/07/14	001-2210-521.5100	9.24
Subtotal for 001-2210-521.5100								9.24
10/24/13	130254	116722		WALMART	162749	8/28/14	001-2210-521.5200	39.08
Subtotal for 001-2210-521.5200								39.08
5/23/14	134467	119779		U S SURPLUS SALES, INC.	162742	8/28/14	001-2210-521.5210	1,620.00
Subtotal for 001-2210-521.5210								1,620.00
7/15/14	135410	120617		BRICK, STEPHAN	162555	8/21/14	001-2220-521.4000	118.00
Subtotal for 001-2220-521.4000								118.00
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	001-2220-521.4100	217.56

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12/10/13	131192	118042		VERIZON WIRELESS	162531	8/14/14	001-2220-521.4100	36.07
10/04/13	129634	116226		VERIZON WIRELESS	162531	8/14/14	001-2220-521.4100	3,428.05
Subtotal for 001-2220-521.4100								3,681.68
8/08/14	135883	120967		ENFORCEMENT ELECTRONICS SERVIC	162578	8/21/14	001-2220-521.4600	1,928.11
8/08/14	135884	120968		MDE, INC.	162608	8/21/14	001-2220-521.4600	750.00
8/08/14	135886	120970		KUSTOM SIGNALS, INC.	162600	8/21/14	001-2220-521.4600	199.50
Subtotal for 001-2220-521.4600								2,877.61
6/30/14	135121	120283		TPH ACQUISITION LLLP	162414	8/07/14	001-2220-521.4650	842.94
6/24/14	135005	120185		MULLINAX FORD	162380	8/07/14	001-2220-521.4650	825.83
7/14/14	135357	120469		A.O.K. TIRE MART	162314	8/07/14	001-2220-521.4650	785.00
6/24/14	135001	120181		CARQUEST AUTO PARTS	162335	8/07/14	001-2220-521.4650	12.50
7/22/14	135563	120641		R & R COLLISION CENTER	162512	8/14/14	001-2220-521.4650	3,020.00
7/02/14	135185	120338		DON REID FORD	162455	8/14/14	001-2220-521.4650	802.02
7/14/14	135358	120470		AMERICAN WIRE & TERMINAL	162440	8/14/14	001-2220-521.4650	63.95
7/22/14	135547	120628		POWER BRAKE	162507	8/14/14	001-2220-521.4650	597.90
7/02/14	135183	120336		GLENN JOINER & SON, INC.	162587	8/21/14	001-2220-521.4650	171.65
6/13/14	134848	120067		ORLANDO DODGE INC.	162618	8/21/14	001-2220-521.4650	204.57
7/14/14	135359	120471		CARQUEST AUTO PARTS	162560	8/21/14	001-2220-521.4650	2.68
7/24/14	135593	120661		TPH ACQUISITION LLLP	162637	8/21/14	001-2220-521.4650	54.01
8/21/14	136093	121030		UNITED PARCEL SERVICE	162744	8/28/14	001-2220-521.4650	3.94
Subtotal for 001-2220-521.4650								7,386.99
6/19/14	134955	120206		TRADEMARK PRESS SOLUTIONS INC.	162415	8/07/14	001-2220-521.4700	585.80
6/23/14	134982	120207		TRADEMARK PRESS SOLUTIONS INC.	162415	8/07/14	001-2220-521.4700	408.80
7/14/14	135390	120605		ROMINE REPROGRAPHICS	162724	8/28/14	001-2220-521.4700	93.30
Subtotal for 001-2220-521.4700								1,087.90
7/29/14	135674	120729		CARTRIDGE CENTER INC	162336	8/07/14	001-2220-521.5100	514.00
7/08/14	135267	120403		OFFICE DEPOT	162386	8/07/14	001-2220-521.5100	21.57
Subtotal for 001-2220-521.5100								535.57
7/14/14	135396	120611		NATIONAL LAW ENFORCEMENT SUPPL'	162382	8/07/14	001-2220-521.5200	193.40
7/14/14	135406	120616		WRIGHT'S LANDSCAPING, INC.	162429	8/07/14	001-2220-521.5200	1,200.00
7/18/14	135514	120623		TASER INTERNATIONAL, INC.	162411	8/07/14	001-2220-521.5200	420.46
8/07/14	135865			FRY, MARK	162361	8/07/14	001-2220-521.5200	40.90
7/24/14	135602	120669		DADE PAPER & BAG CO.	162347	8/07/14	001-2220-521.5200	600.40
12/11/13	131226	117943		LIVEVIEW GPS, INC	162489	8/14/14	001-2220-521.5200	184.60
7/14/14	135394	120609		PRO IMAGE APPAREL	162509	8/14/14	001-2220-521.5200	135.00
7/29/14	135675	120730		WALMART COMMUNITY/GEMB	162750	8/28/14	001-2220-521.5200	393.90
5/23/14	134467	119779		U S SURPLUS SALES, INC.	162742	8/28/14	001-2220-521.5200	1,350.00
7/14/14	135392	120607		GALLS, AN ARAMARK CO., LLC	162691	8/28/14	001-2220-521.5200	330.00
10/24/13	130254	116722		WALMART	162749	8/28/14	001-2220-521.5200	39.10
7/14/14	135397	120612		NATIONAL IMPRINT CORPORATION	162709	8/28/14	001-2220-521.5200	625.80
6/24/14	135010	120211		SUNTRUST BANK	162735	8/28/14	001-2220-521.5200	87.00
7/21/14	135526	120626		MERRY MINSTREL LLC	162706	8/28/14	001-2220-521.5200	225.00
Subtotal for 001-2220-521.5200								5,825.56
8/08/14	135881	120966		REHN, PAUL	162626	8/21/14	001-2220-521.5225	46.85
Subtotal for 001-2220-521.5225								46.85
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	001-2230-521.4100	26.12
6/04/14	134686	119939		VERIZON WIRELESS	162531	8/14/14	001-2230-521.4100	72.14
2/03/14	132161	118080		VERIZON WIRELESS	162531	8/14/14	001-2230-521.4100	72.14
10/04/13	129634	116226		VERIZON WIRELESS	162531	8/14/14	001-2230-521.4100	149.92
4/01/14	133352	119078		TRANSUNION RISK AND ALTERNATIVE C	162526	8/14/14	001-2230-521.4100	200.75
10/04/13	129643	116235		VERIZON WIRELESS	162531	8/14/14	001-2230-521.4100	108.21
10/08/13	129765	116331		SPRINT	162518	8/14/14	001-2230-521.4100	315.00

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7/18/14	135513	120622		SUNTRUST BANK	162735	8/28/14	001-2230-521.4100	215.00
Subtotal for 001-2230-521.4100								1,159.28
7/29/14	135676	120731		CANON SOLUTIONS AMERICA, INC	162445	8/14/14	001-2230-521.4600	121.05
7/09/14	135278	120601		ENFORCEMENT ELECTRONICS SERVIC	162578	8/21/14	001-2230-521.4600	381.00
Subtotal for 001-2230-521.4600								502.05
6/24/14	135001	120181		CARQUEST AUTO PARTS	162335	8/07/14	001-2230-521.4650	31.05
5/13/14	134192	119576		DANA SAFETY SUPPLY, INC.	162348	8/07/14	001-2230-521.4650	160.00
7/24/14	135593	120661		TPH ACQUISITION LLLP	162637	8/21/14	001-2230-521.4650	205.43
6/13/14	134848	120067		ORLANDO DODGE INC.	162618	8/21/14	001-2230-521.4650	459.17
7/31/14	135719	120764		DANA SAFETY SUPPLY, INC.	162568	8/21/14	001-2230-521.4650	257.93
7/08/14	135248	120402		DANA SAFETY SUPPLY, INC.	162673	8/28/14	001-2230-521.4650	4,852.78
Subtotal for 001-2230-521.4650								5,966.36
7/21/14	135527	120627		TRADEMARK PRESS SOLUTIONS INC.	162525	8/14/14	001-2230-521.4700	473.60
Subtotal for 001-2230-521.4700								473.60
7/08/14	135267	120403		OFFICE DEPOT	162386	8/07/14	001-2230-521.5100	18.49
8/08/14	135885	120969		CARTRIDGE CENTER INC	162561	8/21/14	001-2230-521.5100	80.00
Subtotal for 001-2230-521.5100								98.49
5/23/14	134467	119779		U S SURPLUS SALES, INC.	162742	8/28/14	001-2230-521.5200	270.00
7/17/14	135498	120621		HOME DEPOT CREDIT SERVICES	162696	8/28/14	001-2230-521.5200	70.04
10/24/13	130254	116722		WALMART	162749	8/28/14	001-2230-521.5200	39.10
7/29/14	135678	120733		SUNTRUST BANK	162735	8/28/14	001-2230-521.5200	196.91
7/22/14	135575	120652		SUNTRUST BANK	162735	8/28/14	001-2230-521.5200	143.39
Subtotal for 001-2230-521.5200								719.44
7/29/14	135694	120963		BRICK, STEPHAN	162555	8/21/14	001-2230-521.5250	45.21
Subtotal for 001-2230-521.5250								45.21
8/12/14	135947	120971		FLORIDA BAPTIST CONVENTION	162582	8/21/14	001-2230-521.5500	105.00
Subtotal for 001-2230-521.5500								105.00
11/04/13	130427	116777		NETWORK INNOVATIONS INC.	162383	8/07/14	001-2250-519.4100	73.73
10/08/13	129750	116324		SWIFTREACH NETWORKS, INC.	162408	8/07/14	001-2250-519.4100	280.00
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	001-2250-519.4100	122.94
10/14/13	129950	116446		VERIZON WIRELESS	162531	8/14/14	001-2250-519.4100	36.07
10/22/13	130140	116598		RAPID SYSTEMS	162513	8/14/14	001-2250-519.4100	2,698.75
10/08/13	129750	116324		SWIFTREACH NETWORKS, INC.	162736	8/28/14	001-2250-519.4100	140.00
10/22/13	130141	116588		DIRECTTV	162675	8/28/14	001-2250-519.4100	145.98
Subtotal for 001-2250-519.4100								3,497.47
8/21/14	136094			DUKE ENERGY	162575	8/21/14	001-2250-519.4300	273.86
8/28/14	136181			DUKE ENERGY	162684	8/28/14	001-2250-519.4300	59.64
Subtotal for 001-2250-519.4300								333.50
12/02/13	130989	117208		MOTOROLA SOLUTIONS, INC.	162707	8/28/14	001-2250-519.4600	41,759.20
Subtotal for 001-2250-519.4600								41,759.20
7/08/14	135267	120403		OFFICE DEPOT	162386	8/07/14	001-2250-519.5100	12.33
8/08/14	135885	120969		CARTRIDGE CENTER INC	162561	8/21/14	001-2250-519.5100	160.00
Subtotal for 001-2250-519.5100								172.33
10/24/13	130221	116718		FLORIDA SAFETY SYSTEMS, LLC	162358	8/07/14	001-2250-519.5200	90.00
Subtotal for 001-2250-519.5200								90.00
8/21/14	136083			PUBLIC SERVICES PETTY CASH	162625	8/21/14	001-3310-519.4000	14.56
Subtotal for 001-3310-519.4000								14.56
7/28/14	135645	120704		NEXTEL COMMUNICATIONS	162384	8/07/14	001-3310-519.4100	32.72
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	001-3310-519.4100	10.45
12/01/13	129636	116228		VERIZON WIRELESS	162531	8/14/14	001-3310-519.4100	37.48
Subtotal for 001-3310-519.4100								80.65



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8/21/14	136092			DUKE ENERGY	162575	8/21/14	001-3310-519.4300	243.77
8/28/14	136181			DUKE ENERGY	162684	8/28/14	001-3310-519.4300	305.80
Subtotal for 001-3310-519.4300								549.57
8/12/14	135931	120915		AIRGAS USA, LLC	162541	8/21/14	001-3310-519.4400	175.40
Subtotal for 001-3310-519.4400								175.40
8/14/14	135994	120951		TRIUMVIRATE ENVIRONMENTAL (FLORI	162641	8/21/14	001-3310-519.4600	110.00
8/18/14	136017	120978		POWER PRO-TECH SERVICES, INC.	162620	8/21/14	001-3310-519.4600	265.00
6/20/14	134978	120161		SOUTHSIDE TILE, LLC	162632	8/21/14	001-3310-519.4600	1,333.47
5/12/14	134156	119543		SUNTRUST BANK	162735	8/28/14	001-3310-519.4600	73.09
Subtotal for 001-3310-519.4600								1,781.56
7/30/14	135704	120755		CAPITAL CONTRACTORS INC.	162332	8/07/14	001-3310-519.5200	65.00
8/06/14	135847	120854		TPH ACQUISITION LLLP	162524	8/14/14	001-3310-519.5200	700.00
7/16/14	135454	120530		OFFICE DEPOT	162502	8/14/14	001-3310-519.5200	116.78
7/14/14	135359	120471		CARQUEST AUTO PARTS	162560	8/21/14	001-3310-519.5200	4.44
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	001-3310-519.5200	564.50
7/31/14	135718	120763		GRAINGER	162589	8/21/14	001-3310-519.5200	23.74
8/04/14	135765	120790		SURPLUS STEEL & SUPPLY, INC	162635	8/21/14	001-3310-519.5200	28.54
8/15/14	136005	120972		L & B DISTRIBUTING	162700	8/28/14	001-3310-519.5200	89.95
8/28/14	136176			PUBLIC SERVICES PETTY CASH	162720	8/28/14	001-3310-519.5200	20.38
Subtotal for 001-3310-519.5200								1,613.33
6/23/14	134981	120164		NORWALK COMPRESSOR CO.	162613	8/21/14	001-3310-519.6400	1,095.63
8/06/14	135846	120853		RING POWER CORPORATION	162723	8/28/14	001-3310-519.6400	1,820.86
Subtotal for 001-3310-519.6400								2,916.49
7/28/14	135645	120704		NEXTEL COMMUNICATIONS	162384	8/07/14	001-3512-539.4100	32.72
Subtotal for 001-3512-539.4100								32.72
8/28/14	136181			DUKE ENERGY	162684	8/28/14	001-3512-539.4300	13.78
Subtotal for 001-3512-539.4300								13.78
7/09/14	135287	120421		HOME DEPOT CREDIT SERVICES	162594	8/21/14	001-3512-539.4600	35.47
Subtotal for 001-3512-539.4600								35.47
4/14/14	133632	119147		FIELDS EQUIPMENT COMPANY, INC.	162467	8/14/14	001-3512-539.4650	449.58
7/08/14	135240	120379		TRAIL SAW & MOWER SERVICE, INC.	162639	8/21/14	001-3512-539.4650	18.70
Subtotal for 001-3512-539.4650								468.28
8/06/14	135837	120845		MALTBY'S TREE SERVICE INC.	162493	8/14/14	001-3512-539.5200	800.00
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	001-3512-539.5200	36.15
Subtotal for 001-3512-539.5200								836.15
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	001-3513-572.4100	10.49
Subtotal for 001-3513-572.4100								10.49
8/07/14	135872			DUKE ENERGY	162352	8/07/14	001-3513-572.4300	1,171.87
8/12/14	135943			DUKE ENERGY	162460	8/14/14	001-3513-572.4300	1,852.44
8/21/14	136095			DUKE ENERGY	162575	8/21/14	001-3513-572.4300	13.02
8/28/14	136190			DUKE ENERGY	162684	8/28/14	001-3513-572.4300	66.50
Subtotal for 001-3513-572.4300								3,103.83
8/06/14	135851	120858		ANIMALS BEWARE INC	162548	8/21/14	001-3513-572.4600	750.00
8/11/14	135919	120904		RYAN BROTHERS, INC.	162628	8/21/14	001-3513-572.4600	64.98
Subtotal for 001-3513-572.4600								814.98
7/14/14	135365	120477		D&M TRACTOR PARTS	162346	8/07/14	001-3513-572.4650	146.19
6/24/14	135001	120181		CARQUEST AUTO PARTS	162335	8/07/14	001-3513-572.4650	11.25
7/17/14	135464	120537		MILLIKAN BATTERY & ELECTRIC	162496	8/14/14	001-3513-572.4650	41.50
4/14/14	133632	119147		FIELDS EQUIPMENT COMPANY, INC.	162467	8/14/14	001-3513-572.4650	395.15
7/22/14	135551	120632		A.O.K. TIRE MART	162540	8/21/14	001-3513-572.4650	34.00
8/13/14	135961	120937		PRO TREE KUSTOMS AND AUTO COLLI	162623	8/21/14	001-3513-572.4650	960.00

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8/18/14	136016	120977		CENTRAL FLORIDA TRUCK ACCESSORI	162563	8/21/14	001-3513-572.4650	150.00
7/08/14	135240	120379		TRAIL SAW & MOWER SERVICE, INC.	162639	8/21/14	001-3513-572.4650	1,281.86
7/22/14	135572	120649		TRAIL SAW & MOWER SERVICE, INC.	162739	8/28/14	001-3513-572.4650	802.18
8/18/14	136022	120983		GRAPHIC SOURCE OF CENTRAL FLORII	162692	8/28/14	001-3513-572.4650	6.50
Subtotal for 001-3513-572.4650								3,828.63
8/08/14	135880	120898		WASTE MANAGEMENT OF VISTA LANDF	162534	8/14/14	001-3513-572.4900	63.58
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	001-3513-572.4900	233.45
Subtotal for 001-3513-572.4900								297.03
7/16/14	135454	120530		OFFICE DEPOT	162502	8/14/14	001-3513-572.5100	39.00
8/11/14	135918	120906		OFFICE DEPOT	162714	8/28/14	001-3513-572.5100	49.81
Subtotal for 001-3513-572.5100								88.81
7/10/14	135331	120446		LAKE JEM FARMS INC.	162373	8/07/14	001-3513-572.5200	610.00
7/30/14	135701	120754		IMPERIAL BUILDERS & SUPPLY	162368	8/07/14	001-3513-572.5200	51.85
7/09/14	135289	120426		LOWE'S	162376	8/07/14	001-3513-572.5200	34.12
7/15/14	135421	120575		GOVCONNECTION, INC.	162362	8/07/14	001-3513-572.5200	131.85
7/29/14	135690	120742		IMPERIAL BUILDERS & SUPPLY	162368	8/07/14	001-3513-572.5200	162.56
8/14/14	135978			PUBLIC SERVICES PETTY CASH	162511	8/14/14	001-3513-572.5200	23.64
7/09/14	135287	120421		HOME DEPOT CREDIT SERVICES	162594	8/21/14	001-3513-572.5200	37.67
5/14/14	134274	119667		TWC DISTRIBUTORS	162642	8/21/14	001-3513-572.5200	172.23
7/22/14	135572	120649		TRAIL SAW & MOWER SERVICE, INC.	162739	8/28/14	001-3513-572.5200	450.26
Subtotal for 001-3513-572.5200								1,674.18
8/21/14	136095			DUKE ENERGY	162575	8/21/14	001-3514-572.4300	29.40
Subtotal for 001-3514-572.4300								29.40
7/22/14	135565	120643		WESCO TURF , INC.	162536	8/14/14	001-3514-572.4650	127.51
8/04/14	135787	120809		WESCO TURF , INC.	162648	8/21/14	001-3514-572.4650	82.34
7/08/14	135240	120379		TRAIL SAW & MOWER SERVICE, INC.	162639	8/21/14	001-3514-572.4650	2.34
5/12/14	134161	119548		CAR STORE OF WEST ORANGE, INC.	162558	8/21/14	001-3514-572.4650	191.00
7/22/14	135572	120649		TRAIL SAW & MOWER SERVICE, INC.	162739	8/28/14	001-3514-572.4650	82.06
Subtotal for 001-3514-572.4650								485.25
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	001-3514-572.4900	91.92
Subtotal for 001-3514-572.4900								91.92
8/01/14	135752	120781		BWI-AOPKA	162444	8/14/14	001-3514-572.5200	731.66
7/01/14	135141	120304		HOME DEPOT CREDIT SERVICES	162594	8/21/14	001-3514-572.5200	516.12
12/19/13	131380	117474		TRUGREEN	162740	8/28/14	001-3514-572.5200	7,395.00
Subtotal for 001-3514-572.5200								8,642.78
8/13/14	135956	120934		FLORIDA TURFGRASS ASSOCIATION	162690	8/28/14	001-3514-572.5500	550.00
Subtotal for 001-3514-572.5500								550.00
8/15/14	136009	120962		FLORIDA DEPT OF LAW ENFORCEMEN	162584	8/21/14	001-3612-572.3100	2,187.00
Subtotal for 001-3612-572.3100								2,187.00
7/28/14	135639	120747		AT & T MOBILITY	162326	8/07/14	001-3612-572.4100	44.12
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	001-3612-572.4100	15.67
8/26/14	136141	121072		AT & T MOBILITY	162660	8/28/14	001-3612-572.4100	44.12
Subtotal for 001-3612-572.4100								103.91
8/14/14	135990			DUKE ENERGY	162460	8/14/14	001-3612-572.4300	2,559.79
8/21/14	136094			DUKE ENERGY	162575	8/21/14	001-3612-572.4300	7,197.46
8/28/14	136190			DUKE ENERGY	162684	8/28/14	001-3612-572.4300	242.56
Subtotal for 001-3612-572.4300								9,999.81
2/25/14	132684	118434		ODOM ELECTRICAL SERVICES INC.	162385	8/07/14	001-3612-572.4600	100.00
6/17/14	134884	120099		AMERLUX/DYNAMIC LIGHTING	162321	8/07/14	001-3612-572.4600	270.00
8/08/14	135887	120870		MERCER PEST CONTROL, INC.	162495	8/14/14	001-3612-572.4600	352.95
7/09/14	135305	120441		HOME DEPOT CREDIT SERVICES	162594	8/21/14	001-3612-572.4600	252.29

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8/18/14	136031	120990		FLORIDA SAFETY SYSTEMS, LLC	162585	8/21/14	001-3612-572.4600	53.00
8/01/14	135747	120775		ODOM ELECTRICAL SERVICES INC.	162614	8/21/14	001-3612-572.4600	600.00
3/18/14	133111	118743		RICOH USA, INC.	162722	8/28/14	001-3612-572.4600	140.23
Subtotal for 001-3612-572.4600								1,768.47
6/24/14	135001	120181		CARQUEST AUTO PARTS	162335	8/07/14	001-3612-572.4650	50.59
4/14/14	133632	119147		FIELDS EQUIPMENT COMPANY, INC.	162467	8/14/14	001-3612-572.4650	274.13
8/04/14	135795	120817		FIELDS EQUIPMENT COMPANY, INC.	162581	8/21/14	001-3612-572.4650	578.79
Subtotal for 001-3612-572.4650								903.51
6/09/14	134752	119989		CAPITAL OFFICE PRODUCTS	162557	8/21/14	001-3612-572.5100	74.30
Subtotal for 001-3612-572.5100								74.30
7/28/14	135665	120720		SHELLEY'S SEPTIC TANKS	162401	8/07/14	001-3612-572.5200	700.00
7/22/14	135558	120638		GOVCONNECTION, INC.	162362	8/07/14	001-3612-572.5200	137.99
8/01/14	135750	120778		CFM DISTRIBUTING CO., INC.	162451	8/14/14	001-3612-572.5200	454.63
8/01/14	135751	120780		CFM DISTRIBUTING CO., INC.	162451	8/14/14	001-3612-572.5200	411.23
8/12/14	135938	120922		CFM DISTRIBUTING CO., INC.	162666	8/28/14	001-3612-572.5200	38.38
7/24/14	135615	120681		SPORT SUPPLY GROUP, INC.	162730	8/28/14	001-3612-572.5200	1,877.64
7/25/14	135631	120697		SPORT SUPPLY GROUP, INC.	162730	8/28/14	001-3612-572.5200	983.99
Subtotal for 001-3612-572.5200								4,603.86
6/20/14	134967	120152		LOWE'S	162376	8/07/14	001-3613-572.5200	578.55
6/30/14	135136	120297		WALMART COMMUNITY/GEMB	162425	8/07/14	001-3613-572.5200	242.96
8/14/14	135988			FIFTH THIRD BANK	162468	8/14/14	001-3613-572.5200	100.00
7/14/14	135370	120481		FIFTH THIRD BANK	162468	8/14/14	001-3613-572.5200	1,310.00
7/22/14	135564	120642		FIFTH THIRD BANK	162468	8/14/14	001-3613-572.5200	1,184.00
7/24/14	135595	120663		GRAINGER	162479	8/14/14	001-3613-572.5200	75.66
7/24/14	135610	120677		DJ'S UNLIMITED OF FLORIDA	162454	8/14/14	001-3613-572.5200	300.00
6/30/14	135134	120296		FIFTH THIRD BANK	162468	8/14/14	001-3613-572.5200	892.00
7/01/14	135142	120305		FIFTH THIRD BANK	162468	8/14/14	001-3613-572.5200	1,945.00
7/09/14	135283	120416		HOME DEPOT CREDIT SERVICES	162594	8/21/14	001-3613-572.5200	90.65
7/24/14	135609	120676		WALMART COMMUNITY/GEMB	162750	8/28/14	001-3613-572.5200	230.61
7/24/14	135608	120675		COSTCO / ATT. KERRY	162672	8/28/14	001-3613-572.5200	301.70
6/30/14	135136	120297		WALMART COMMUNITY/GEMB	162750	8/28/14	001-3613-572.5200	207.49
Subtotal for 001-3613-572.5200								7,458.62
8/05/14	135825	120834		AOPKA CHIEF, THE	162325	8/07/14	001-3613-572.5201	2,972.25
8/20/14	136063	121019		ADAM STRATTON FOUNDATION	162652	8/28/14	001-3613-572.5201	950.00
Subtotal for 001-3613-572.5201								3,922.25
10/10/13	129849	116372		MILLER LEGG & ASSOCIATES, INC	162379	8/07/14	001-4020-515.3100	120.00
8/01/14	135744	120771		LITTLEJOHN ENGINEERING ASSOCIATE	162375	8/07/14	001-4020-515.3100	24,840.00
8/07/14	135864			RANDALL A. SOMERS	162396	8/07/14	001-4020-515.3100	1,000.00
8/20/14	136057			RANDALL A. SOMERS	162537	8/20/14	001-4020-515.3100	1,000.00
8/13/14	135971	120944		ALCALDE & FAY	162542	8/21/14	001-4020-515.3100	5,008.00
Subtotal for 001-4020-515.3100								31,968.00
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	001-4020-515.4100	5.22
Subtotal for 001-4020-515.4100								5.22
8/05/14	135805	120824		RICOH USA, INC.	162397	8/07/14	001-4020-515.4600	85.50
Subtotal for 001-4020-515.4600								85.50
8/21/14	136082	121026		AOPKA CHIEF, THE	162658	8/28/14	001-4020-515.4902	54.00
Subtotal for 001-4020-515.4902								54.00
8/11/14	135914	120896		CAPITAL OFFICE PRODUCTS	162447	8/14/14	001-4020-515.5100	43.33
8/11/14	135915	120897		OFFICE DEPOT	162615	8/21/14	001-4020-515.5100	56.33
8/01/14	135758	120784		AOPKA OFFICE SUPPLY	162551	8/21/14	001-4020-515.5100	29.00
8/15/14	136001	120956		OFFICE DEPOT	162714	8/28/14	001-4020-515.5100	229.84

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Subtotal for 001-4020-515.5100								358.50
7/28/14	135658	120716		AOPKA CHIEF, THE	162325	8/07/14	001-4020-515.5200	72.00
10/04/13	129643	116235		VERIZON WIRELESS	162531	8/14/14	001-4020-515.5200	36.07
Subtotal for 001-4020-515.5200								108.07
8/05/14	135805	120824		RICOH USA, INC.	162397	8/07/14	001-4021-524.4600	85.50
Subtotal for 001-4021-524.4600								85.50
8/11/14	135914	120896		CAPITAL OFFICE PRODUCTS	162447	8/14/14	001-4021-524.5100	31.72
8/11/14	135915	120897		OFFICE DEPOT	162615	8/21/14	001-4021-524.5100	7.96
Subtotal for 001-4021-524.5100								39.68
11/05/13	130441	116789		VERIZON WIRELESS	162531	8/14/14	001-4021-524.5200	144.28
Subtotal for 001-4021-524.5200								144.28
3/04/14	132847	118555		ATLANTIC.NET	162443	8/14/14	001-5110-519.3400	249.14
7/20/14	135521	120579		SHI INTERNATIONAL CORP.	162517	8/14/14	001-5110-519.3400	4,051.32
7/16/14	135430	120515		SUNTRUST BANK	162735	8/28/14	001-5110-519.3400	1,000.00
10/04/13	129668	116260		AGENDAPAL CORPORATION	162654	8/28/14	001-5110-519.3400	461.16
Subtotal for 001-5110-519.3400								5,761.62
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	001-5110-519.4100	36.57
10/04/13	129643	116235		VERIZON WIRELESS	162531	8/14/14	001-5110-519.4100	691.37
8/14/14	135983			CENTURYLINK	162450	8/14/14	001-5110-519.4100	161.69
12/01/13	129636	116228		VERIZON WIRELESS	162531	8/14/14	001-5110-519.4100	37.48
8/21/14	136076			CENTURYLINK	162564	8/21/14	001-5110-519.4100	619.00
8/21/14	136077			CENTURYLINK	162564	8/21/14	001-5110-519.4100	293.56
8/21/14	136075			CENTURYLINK	162564	8/21/14	001-5110-519.4100	76.13
8/28/14	136193			TW TELECOM	162741	8/28/14	001-5110-519.4100	2,391.50
Subtotal for 001-5110-519.4100								4,307.30
7/16/14	135443	120577		ATLAS SYSTEMS, INC.	162327	8/07/14	001-5110-519.4200	10.00
Subtotal for 001-5110-519.4200								10.00
7/02/14	135177	120350		PROPALMS INTERNATIONAL LIMITED	162393	8/07/14	001-5110-519.4600	3,315.00
6/24/14	135060	120231		BATTERY BANK, THE	162330	8/07/14	001-5110-519.4600	119.92
7/30/14	135696	120746		VIABLE SOLUTIONS INC.	162532	8/14/14	001-5110-519.4600	5,916.00
7/09/14	135307	120465		VIABLE SOLUTIONS INC.	162532	8/14/14	001-5110-519.4600	1,196.00
2/26/14	132728	118464		VIABLE SOLUTIONS INC.	162532	8/14/14	001-5110-519.4600	2,040.00
8/18/14	136036	120998		INFORAD, INC.	162595	8/21/14	001-5110-519.4600	302.00
8/14/14	135993	120950		DIGITAL DATA TECHNOLOGIES, INC.	162569	8/21/14	001-5110-519.4600	2,062.50
8/12/14	135951	120930		DIGITAL DATA TECHNOLOGIES, INC.	162569	8/21/14	001-5110-519.4600	674.94
8/14/14	135989	120947		THINSPACE TECHNOLOGY LTD	162738	8/28/14	001-5110-519.4600	3,225.00
Subtotal for 001-5110-519.4600								18,851.36
7/16/14	135444	120578		ORLANDO BUSINESS TELEPHONE SYS	162388	8/07/14	001-5110-519.5200	140.00
7/16/14	135443	120577		ATLAS SYSTEMS, INC.	162327	8/07/14	001-5110-519.5200	105.00
7/29/14	135679	120734		GOVCONNECTION, INC.	162478	8/14/14	001-5110-519.5200	653.37
7/16/14	135441	120576		JOHNSON BUILT, INC.	162484	8/14/14	001-5110-519.5200	232.00
7/03/14	135206	120354		CONCORD TECHNOLOGIES	162566	8/21/14	001-5110-519.5200	371.00
8/01/14	135757	120791		GOVCONNECTION, INC.	162588	8/21/14	001-5110-519.5200	712.04
8/04/14	135772	120830		CONCORD TECHNOLOGIES	162566	8/21/14	001-5110-519.5200	293.22
8/19/14	136048	121007		SUNTRUST BANK	162735	8/28/14	001-5110-519.5200	179.40
3/03/14	132795	118527		SUNTRUST BANK	162735	8/28/14	001-5110-519.5200	49.00
Subtotal for 001-5110-519.5200								2,735.03
7/23/14	135591	120659	20140001	HARRIS COMPUTER CORP DBA	162592	8/21/14	001-5110-519.6800	20,000.00
Subtotal for 001-5110-519.6800								20,000.00
8/28/14	136175			OLD FLORIDA NATIONAL BANK	162715	8/28/14	001-9011-590.7282	5,007.81
Subtotal for 001-9011-590.7282								5,007.81

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Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
Subtotal for Fund 001 GENERAL FUND								648,281.45
7/28/14	135645	120704		NEXTEL COMMUNICATIONS	162384	8/07/14	101-3412-541.4100	32.72
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	101-3412-541.4100	26.12
12/01/13	129636	116228		VERIZON WIRELESS	162531	8/14/14	101-3412-541.4100	36.07
8/14/14	135983			CENTURYLINK	162450	8/14/14	101-3412-541.4100	73.38
8/21/14	136075			CENTURYLINK	162564	8/21/14	101-3412-541.4100	52.81
8/28/14	136193			TW TELECOM	162741	8/28/14	101-3412-541.4100	17.97
Subtotal for 101-3412-541.4100								239.07
8/18/14	136032	120991		UNITED PARCEL SERVICE	162644	8/21/14	101-3412-541.4200	4.12
Subtotal for 101-3412-541.4200								4.12
8/07/14	135872			DUKE ENERGY	162352	8/07/14	101-3412-541.4300	6,331.51
8/12/14	135943			DUKE ENERGY	162460	8/14/14	101-3412-541.4300	23,429.11
8/21/14	136095			DUKE ENERGY	162575	8/21/14	101-3412-541.4300	56,123.33
8/28/14	136181			DUKE ENERGY	162684	8/28/14	101-3412-541.4300	13,645.66
Subtotal for 101-3412-541.4300								99,529.61
7/30/14	135696	120746		VIABLE SOLUTIONS INC.	162532	8/14/14	101-3412-541.4600	139.20
7/11/14	135345	120458		TEMPLE, INC.	162523	8/14/14	101-3412-541.4600	92.00
2/26/14	132728	118464		VIABLE SOLUTIONS INC.	162532	8/14/14	101-3412-541.4600	48.00
8/08/14	135887	120870		MERCER PEST CONTROL, INC.	162495	8/14/14	101-3412-541.4600	70.59
6/06/14	134718	119956		ALDIS, INC	162543	8/21/14	101-3412-541.4600	584.15
Subtotal for 101-3412-541.4600								933.94
7/03/14	135210	120355		FAUSNIGHT STRIPE & LINE INC.	162354	8/07/14	101-3412-541.4612	2,861.15
Subtotal for 101-3412-541.4612								2,861.15
6/24/14	135001	120181		CARQUEST AUTO PARTS	162335	8/07/14	101-3412-541.4650	37.77
7/02/14	135185	120338		DON REID FORD	162455	8/14/14	101-3412-541.4650	75.57
7/17/14	135464	120537		MILLIKAN BATTERY & ELECTRIC	162496	8/14/14	101-3412-541.4650	96.50
4/28/14	133875	119329		ENVIRONMENTAL PRODUCTS OF FLOR	162462	8/14/14	101-3412-541.4650	1,047.65
5/19/14	134349	119688		PIRTEK ALTAMONTE SPRINGS	162619	8/21/14	101-3412-541.4650	77.47
Subtotal for 101-3412-541.4650								1,334.96
7/01/14	135147	120309		RING POWER CORPORATION	162515	8/14/14	101-3412-541.4900	101.73
8/08/14	135880	120898		WASTE MANAGEMENT OF VISTA LANDF	162534	8/14/14	101-3412-541.4900	565.18
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	101-3412-541.4900	127.00
Subtotal for 101-3412-541.4900								793.91
6/24/14	135020	120192		LOWE'S	162376	8/07/14	101-3412-541.5200	278.88
8/07/14	135860			PUBLIC SERVICES PETTY CASH	162394	8/07/14	101-3412-541.5200	48.24
6/24/14	135019	120191		LOWE'S	162376	8/07/14	101-3412-541.5200	101.90
7/09/14	135298	120433		LOWE'S	162376	8/07/14	101-3412-541.5200	43.87
7/21/14	135541	120595		MALTBY'S TREE SERVICE INC.	162493	8/14/14	101-3412-541.5200	2,100.00
8/14/14	135978			PUBLIC SERVICES PETTY CASH	162511	8/14/14	101-3412-541.5200	27.98
8/01/14	135762	120787		MALTBY'S TREE SERVICE INC.	162493	8/14/14	101-3412-541.5200	2,200.00
7/21/14	135542	120596		MALTBY'S TREE SERVICE INC.	162705	8/28/14	101-3412-541.5200	1,800.00
Subtotal for 101-3412-541.5200								6,600.87
7/29/14	135682	120737		CEMEX	162338	8/07/14	101-3412-541.5203	1,444.00
8/01/14	135748	120776		NATIONAL TRAFFIC SIGNS, INC.	162611	8/21/14	101-3412-541.5203	359.47
Subtotal for 101-3412-541.5203								1,803.47
6/24/14	135021	120193		ANGELO'S AGGREGATE MATERIALS LTI	162323	8/07/14	101-3412-541.5300	181.08
Subtotal for 101-3412-541.5300								181.08
7/17/14	135464	120537		MILLIKAN BATTERY & ELECTRIC	162496	8/14/14	101-3414-541.4650	150.00
7/08/14	135240	120379		TRAIL SAW & MOWER SERVICE, INC.	162639	8/21/14	101-3414-541.4650	32.97
Subtotal for 101-3414-541.4650								182.97
7/09/14	135287	120421		HOME DEPOT CREDIT SERVICES	162594	8/21/14	101-3414-541.5200	94.59

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Subtotal for 101-3414-541.5200								94.59
Subtotal for Fund 101 STREETS IMPROVEMENT FUND								114,559.74
10/31/13	130378	116732		CHINCHOR ELECTRIC, INC	162565	8/21/14	102-205.0002	15,946.99
1/27/14	131990	117932	20130002	MASCI CORPORATION	162606	8/21/14	102-205.0002	-13,272.42
Subtotal for 102-205.0002								2,674.57
8/11/14	135904	120886		LUKE TRANSPORTATION ENGINEER CC	162703	8/28/14	102-3413-541.3112	3,655.00
Subtotal for 102-3413-541.3112								3,655.00
3/06/14	132913	118598	20130002	UNIVERSAL ENGINEERING SCIENCES, I	162422	8/07/14	102-3413-541.6300	752.10
7/14/14	135408	120501	20100004	UNIVERSAL ENGINEERING SCIENCES, I	162645	8/21/14	102-3413-541.6300	430.00
1/27/14	131990	117932	20130002	MASCI CORPORATION	162606	8/21/14	102-3413-541.6300	132,724.22
8/18/14	136035	120997	20100004	UNIVERSAL ENGINEERING SCIENCES, I	162745	8/28/14	102-3413-541.6300	3,200.00
Subtotal for 102-3413-541.6300								137,106.32
Subtotal for Fund 102 TRANSPORTATION IMPACT FEES								143,435.89
1/27/14	131971	117918	20140004	ESTEP CONSTRUCTION INC	162463	8/14/14	120-205.0002	-8,321.31
Subtotal for 120-205.0002								-8,321.31
7/28/14	135645	120704		NEXTEL COMMUNICATIONS	162384	8/07/14	120-3151-538.4100	125.41
Subtotal for 120-3151-538.4100								125.41
1/27/14	131971	117918	20140004	ESTEP CONSTRUCTION INC	162463	8/14/14	120-3151-538.6300	83,213.06
Subtotal for 120-3151-538.6300								83,213.06
Subtotal for Fund 120 STORMWATER SPECIAL REVENUE FUND								75,017.16
8/14/14	135979			MJ ALTMAN COMPANIES, INC.	162497	8/14/14	401-117.0000	250.83
Subtotal for 401-117.0000								250.83
5/23/14	134483	119783		H D SUPPLY WATER WORKS, LTD.	162364	8/07/14	401-141.1120	8,582.00
7/28/14	135660	120718		H D SUPPLY WATER WORKS, LTD.	162364	8/07/14	401-141.1120	6,214.06
8/06/14	135839	120846		H D SUPPLY WATER WORKS, LTD.	162364	8/07/14	401-141.1120	1,064.50
6/11/14	134796	120030		SENSUS METERING SYSTEMS	162400	8/07/14	401-141.1120	11,346.48
7/28/14	135670	120724		GRAINGER	162363	8/07/14	401-141.1120	1,018.39
7/24/14	135599	120667		CERTIFIED SLINGS, INC.	162340	8/07/14	401-141.1120	926.88
7/29/14	135680	120735		H D SUPPLY WATER WORKS, LTD.	162591	8/21/14	401-141.1120	1,038.00
8/05/14	135827	120836		A.M. LEONARD INC.	162539	8/21/14	401-141.1120	583.82
8/05/14	135832	120841		SAFETY PRODUCTS INC	162629	8/21/14	401-141.1120	468.00
8/06/14	135844	120851		PRO-CHEM,INC.	162624	8/21/14	401-141.1120	2,222.00
8/05/14	135826	120835		CALICO INDUSTRIES, INC.	162556	8/21/14	401-141.1120	1,230.00
7/03/14	135219	120361		H D SUPPLY WATER WORKS, LTD.	162694	8/28/14	401-141.1120	6,415.68
8/11/14	135928	120909		H D SUPPLY WATER WORKS, LTD.	162694	8/28/14	401-141.1120	4,875.46
Subtotal for 401-141.1120								45,985.27
8/26/14	136125			M I HOMES OF ORLANDO, LLC	162704	8/28/14	401-220.1100	20.00
Subtotal for 401-220.1100								20.00
8/26/14	136125			M I HOMES OF ORLANDO, LLC	162704	8/28/14	401-343.3102	186.00
Subtotal for 401-343.3102								186.00
6/17/14	134886	120101		ORLANDO SENTINEL	162505	8/14/14	401-3010-539.3100	417.50
Subtotal for 401-3010-539.3100								417.50
7/30/14	135704	120755		CAPITAL CONTRACTORS INC.	162332	8/07/14	401-3010-539.3400	540.00
3/04/14	132847	118555		ATLANTIC.NET	162443	8/14/14	401-3010-539.3400	249.14
10/04/13	129668	116260		AGENDAPAL CORPORATION	162654	8/28/14	401-3010-539.3400	87.84
Subtotal for 401-3010-539.3400								876.98
8/28/14	136193			TW TELECOM	162741	8/28/14	401-3010-539.4100	326.94
Subtotal for 401-3010-539.4100								326.94
8/21/14	136092			DUKE ENERGY	162575	8/21/14	401-3010-539.4300	81.27
8/21/14	136094			DUKE ENERGY	162575	8/21/14	401-3010-539.4300	563.55
Subtotal for 401-3010-539.4300								644.82

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Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
4/11/14	133579	119103		ALTERNATIVE POWER SOLUTIONS, INC	162319	8/07/14	401-3010-539.4600	27.29
12/05/13	131074	117247		COPIER CONNECTION LLC	162344	8/07/14	401-3010-539.4600	81.87
8/08/14	135887	120870		MERCER PEST CONTROL, INC.	162495	8/14/14	401-3010-539.4600	186.18
7/30/14	135696	120746		VIABLE SOLUTIONS INC.	162532	8/14/14	401-3010-539.4600	835.20
2/26/14	132728	118464		VIABLE SOLUTIONS INC.	162532	8/14/14	401-3010-539.4600	288.00
7/24/14	135595	120663		GRAINGER	162479	8/14/14	401-3010-539.4600	75.66
4/11/14	133579	119103		ALTERNATIVE POWER SOLUTIONS, INC	162547	8/21/14	401-3010-539.4600	10.75
12/05/13	131073	117246		RICOH USA, INC.	162722	8/28/14	401-3010-539.4600	195.87
12/02/13	130989	117208		MOTOROLA SOLUTIONS, INC.	162707	8/28/14	401-3010-539.4600	12,600.00
Subtotal for 401-3010-539.4600								14,300.82
6/24/14	135001	120181		CARQUEST AUTO PARTS	162335	8/07/14	401-3010-539.4650	27.12
8/05/14	135803	120822		GRAPHIC SOURCE OF CENTRAL FLORII	162590	8/21/14	401-3010-539.4650	12.00
Subtotal for 401-3010-539.4650								39.12
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	401-3010-539.4900	54.40
Subtotal for 401-3010-539.4900								54.40
7/16/14	135454	120530		OFFICE DEPOT	162502	8/14/14	401-3010-539.5100	251.68
8/11/14	135918	120906		OFFICE DEPOT	162714	8/28/14	401-3010-539.5100	115.99
Subtotal for 401-3010-539.5100								367.67
5/13/14	134202	119578		INFORMATION MANAGEMENT SERVICE	162596	8/21/14	401-3010-539.6800	1,113.50
Subtotal for 401-3010-539.6800								1,113.50
8/07/14	135860			PUBLIC SERVICES PETTY CASH	162394	8/07/14	401-3111-533.4000	1.68
8/11/14	135930	120911		HAMMOND, SHERYL	162480	8/14/14	401-3111-533.4000	168.00
8/14/14	135978			PUBLIC SERVICES PETTY CASH	162511	8/14/14	401-3111-533.4000	30.24
8/21/14	136083			PUBLIC SERVICES PETTY CASH	162625	8/21/14	401-3111-533.4000	81.76
Subtotal for 401-3111-533.4000								281.68
10/08/13	129750	116324		SWIFTREACH NETWORKS, INC.	162408	8/07/14	401-3111-533.4100	425.92
7/28/14	135645	120704		NEXTEL COMMUNICATIONS	162384	8/07/14	401-3111-533.4100	54.60
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	401-3111-533.4100	15.67
2/04/14	132171	118089		VERIZON WIRELESS	162531	8/14/14	401-3111-533.4100	72.14
8/21/14	136076			CENTURYLINK	162564	8/21/14	401-3111-533.4100	150.00
10/08/13	129750	116324		SWIFTREACH NETWORKS, INC.	162736	8/28/14	401-3111-533.4100	270.39
Subtotal for 401-3111-533.4100								988.72
8/12/14	135943			DUKE ENERGY	162460	8/14/14	401-3111-533.4300	17,562.47
8/21/14	136095			DUKE ENERGY	162575	8/21/14	401-3111-533.4300	19,962.43
Subtotal for 401-3111-533.4300								37,524.90
7/14/14	135374	120485		T3 CUSTOM FABRICATION, INC.	162409	8/07/14	401-3111-533.4600	940.00
4/11/14	133579	119103		ALTERNATIVE POWER SOLUTIONS, INC	162319	8/07/14	401-3111-533.4600	794.24
12/02/13	130988	117182		CANON SOLUTIONS AMERICA, INC.	162446	8/14/14	401-3111-533.4600	7.92
8/04/14	135776	120800		ALL IN ONE SUPPLY, INC	162438	8/14/14	401-3111-533.4600	70.00
1/28/14	132016	117971		HOME DEPOT CREDIT SERVICES	162594	8/21/14	401-3111-533.4600	95.04
4/11/14	133579	119103		ALTERNATIVE POWER SOLUTIONS, INC	162547	8/21/14	401-3111-533.4600	312.65
8/12/14	135949	120928		ALL IN ONE SUPPLY, INC	162544	8/21/14	401-3111-533.4600	70.00
8/04/14	135777	120801		FLORIDA BEARINGS, INC.	162583	8/21/14	401-3111-533.4600	105.37
Subtotal for 401-3111-533.4600								2,395.22
6/24/14	135001	120181		CARQUEST AUTO PARTS	162335	8/07/14	401-3111-533.4650	81.10
7/02/14	135185	120338		DON REID FORD	162455	8/14/14	401-3111-533.4650	50.77
7/24/14	135593	120661		TPH ACQUISITION LLLP	162637	8/21/14	401-3111-533.4650	109.61
8/07/14	135875	120867		BELL RENTALS & SALES, INC.	162553	8/21/14	401-3111-533.4650	1,325.25
Subtotal for 401-3111-533.4650								1,566.73
7/16/14	135454	120530		OFFICE DEPOT	162502	8/14/14	401-3111-533.5100	12.47
Subtotal for 401-3111-533.5100								12.47

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4/11/14	133577	119101		ADVANCED ENVIRONMENTAL LABORAT	162317	8/07/14	401-3111-533.5200	1,060.00
7/17/14	135485	120553		AWC INC.	162328	8/07/14	401-3111-533.5200	370.06
7/16/14	135448	120524		CPI INTERNATIONAL	162345	8/07/14	401-3111-533.5200	625.76
8/04/14	135773	120797		ALLIED UNIVERSAL CORPORATION	162318	8/07/14	401-3111-533.5200	2,137.60
10/14/13	129917	116420		FISHER SCIENTIFIC	162470	8/14/14	401-3111-533.5200	138.28
7/25/14	135620	120686		FLOWERS CHEMICAL LABORATORIES I	162474	8/14/14	401-3111-533.5200	241.50
8/12/14	135937	120921		ALLIED UNIVERSAL CORPORATION	162545	8/21/14	401-3111-533.5200	2,359.04
8/15/14	136007	120973		USA BLUE BOOK	162646	8/21/14	401-3111-533.5200	1,767.29
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	401-3111-533.5200	128.55
5/30/14	134572	119848		LaMOTTE COMPANY	162604	8/21/14	401-3111-533.5200	321.95
4/02/14	133403	118961		HOME DEPOT CREDIT SERVICES	162594	8/21/14	401-3111-533.5200	234.96
8/20/14	136061	121018		ALLIED UNIVERSAL CORPORATION	162657	8/28/14	401-3111-533.5200	2,065.28
8/28/14	136176			PUBLIC SERVICES PETTY CASH	162720	8/28/14	401-3111-533.5200	25.38
8/07/14	135869	120863		ENVIRONMENTAL EXPRESS	162685	8/28/14	401-3111-533.5200	237.17
Subtotal for 401-3111-533.5200								11,712.82
8/14/14	135984			FRANCO, ROBERT	162476	8/14/14	401-3111-533.5220	108.46
8/27/14	136146			SHEA, STEVE	162727	8/28/14	401-3111-533.5220	165.00
Subtotal for 401-3111-533.5220								273.46
7/30/14	135704	120755		CAPITAL CONTRACTORS INC.	162332	8/07/14	401-3121-535.3400	400.00
Subtotal for 401-3121-535.3400								400.00
8/07/14	135860			PUBLIC SERVICES PETTY CASH	162394	8/07/14	401-3121-535.4000	17.92
8/28/14	136176			PUBLIC SERVICES PETTY CASH	162720	8/28/14	401-3121-535.4000	6.72
Subtotal for 401-3121-535.4000								24.64
7/28/14	135645	120704		NEXTEL COMMUNICATIONS	162384	8/07/14	401-3121-535.4100	65.45
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	401-3121-535.4100	31.35
Subtotal for 401-3121-535.4100								96.80
8/18/14	136032	120991		UNITED PARCEL SERVICE	162644	8/21/14	401-3121-535.4200	3.61
Subtotal for 401-3121-535.4200								3.61
8/07/14	135872			DUKE ENERGY	162352	8/07/14	401-3121-535.4300	6,960.87
8/12/14	135943			DUKE ENERGY	162460	8/14/14	401-3121-535.4300	2,200.86
8/21/14	136095			DUKE ENERGY	162575	8/21/14	401-3121-535.4300	52,315.37
8/28/14	136181			DUKE ENERGY	162684	8/28/14	401-3121-535.4300	6,420.86
8/28/14	136190			DUKE ENERGY	162684	8/28/14	401-3121-535.4300	808.05
Subtotal for 401-3121-535.4300								68,706.01
4/11/14	133579	119103		ALTERNATIVE POWER SOLUTIONS, INC	162319	8/07/14	401-3121-535.4600	250.47
7/29/14	135687	120741		WALKER PROCESS EQUIPMENT	162533	8/14/14	401-3121-535.4600	1,476.00
7/21/14	135522	120580		ALTERNATIVE POWER SOLUTIONS, INC	162439	8/14/14	401-3121-535.4600	492.45
1/28/14	132016	117971		HOME DEPOT CREDIT SERVICES	162594	8/21/14	401-3121-535.4600	23.78
8/04/14	135775	120799		GRAINGER	162589	8/21/14	401-3121-535.4600	213.23
4/11/14	133579	119103		ALTERNATIVE POWER SOLUTIONS, INC	162547	8/21/14	401-3121-535.4600	98.60
8/13/14	135965	120940		CONSOLIDATED ELECTRICAL DIST.	162671	8/28/14	401-3121-535.4600	64.60
Subtotal for 401-3121-535.4600								2,619.13
7/24/14	135593	120661		TPH ACQUISITION LLLP	162637	8/21/14	401-3121-535.4650	35.28
7/08/14	135240	120379		TRAIL SAW & MOWER SERVICE, INC.	162639	8/21/14	401-3121-535.4650	139.48
7/14/14	135359	120471		CARQUEST AUTO PARTS	162560	8/21/14	401-3121-535.4650	264.86
Subtotal for 401-3121-535.4650								439.62
8/05/14	135836	120844		SHELLEY'S SEPTIC TANKS	162401	8/07/14	401-3121-535.4900	5,687.50
8/18/14	136018	120979		SHELLEY'S SEPTIC TANKS	162630	8/21/14	401-3121-535.4900	3,250.00
Subtotal for 401-3121-535.4900								8,937.50
8/11/14	135918	120906		OFFICE DEPOT	162714	8/28/14	401-3121-535.5100	105.16
Subtotal for 401-3121-535.5100								105.16



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7/15/14	135416	120508		KED GROUP, INC.	162370	8/07/14	401-3121-535.5200	5,934.00
8/04/14	135773	120797		ALLIED UNIVERSAL CORPORATION	162318	8/07/14	401-3121-535.5200	896.00
7/01/14	135166	120322		FLOWERS CHEMICAL LABORATORIES I	162359	8/07/14	401-3121-535.5200	150.00
6/11/14	134807	120038		COMPRESSED GAS SOLUTIONS, INC.	162343	8/07/14	401-3121-535.5200	211.98
6/11/14	134807	120038		COMPRESSED GAS SOLUTIONS, INC.	162453	8/14/14	401-3121-535.5200	275.00
10/14/13	129918	116421		FISHER SCIENTIFIC	162470	8/14/14	401-3121-535.5200	303.16
11/26/13	130936	117135		PHENOVA, INC.	162506	8/14/14	401-3121-535.5200	295.09
7/01/14	135166	120322		FLOWERS CHEMICAL LABORATORIES I	162474	8/14/14	401-3121-535.5200	500.00
8/12/14	135937	120921		ALLIED UNIVERSAL CORPORATION	162545	8/21/14	401-3121-535.5200	897.92
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	401-3121-535.5200	452.56
8/11/14	135929	120910		H D SUPPLY WATER WORKS, LTD.	162694	8/28/14	401-3121-535.5200	40.00
8/25/14	136114	121053		COMPRESSED GAS SOLUTIONS, INC.	162670	8/28/14	401-3121-535.5200	206.46
8/20/14	136061	121018		ALLIED UNIVERSAL CORPORATION	162657	8/28/14	401-3121-535.5200	1,306.88
8/07/14	135870	120864		HACH COMPANY	162695	8/28/14	401-3121-535.5200	140.14
Subtotal for 401-3121-535.5200								11,609.19
8/13/14	135955	120933		ORANGE COUNTY ENVIRONMENTAL LLC	162616	8/21/14	401-3131-536.4300	54.00
8/21/14	136092			DUKE ENERGY	162575	8/21/14	401-3131-536.4300	121.88
Subtotal for 401-3131-536.4300								175.88
8/05/14	135834	120843		FLORIDA SAFETY SYSTEMS, LLC	162585	8/21/14	401-3131-536.4600	159.34
8/07/14	135876	120868		SOUTHSIDE TILE, LLC	162632	8/21/14	401-3131-536.4600	83.33
Subtotal for 401-3131-536.4600								242.67
7/17/14	135464	120537		MILLIKAN BATTERY & ELECTRIC	162496	8/14/14	401-3131-536.4650	64.00
7/14/14	135359	120471		CARQUEST AUTO PARTS	162560	8/21/14	401-3131-536.4650	53.00
7/08/14	135240	120379		TRAIL SAW & MOWER SERVICE, INC.	162639	8/21/14	401-3131-536.4650	33.36
Subtotal for 401-3131-536.4650								150.36
8/11/14	135918	120906		OFFICE DEPOT	162714	8/28/14	401-3131-536.5100	57.89
8/13/14	135967	120942		OFFICE DEPOT	162714	8/28/14	401-3131-536.5100	167.26
Subtotal for 401-3131-536.5100								225.15
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	401-3131-536.5200	170.60
8/11/14	135928	120909		H D SUPPLY WATER WORKS, LTD.	162694	8/28/14	401-3131-536.5200	48.00
Subtotal for 401-3131-536.5200								218.60
12/01/13	129636	116228		VERIZON WIRELESS	162531	8/14/14	401-3141-533.4100	74.96
10/04/13	129643	116235		VERIZON WIRELESS	162531	8/14/14	401-3141-533.4100	36.07
Subtotal for 401-3141-533.4100								111.03
8/04/14	135774	120798		UNITED PARCEL SERVICE	162529	8/14/14	401-3141-533.4200	109.57
8/18/14	136032	120991		UNITED PARCEL SERVICE	162644	8/21/14	401-3141-533.4200	43.41
8/21/14	136093	121030		UNITED PARCEL SERVICE	162744	8/28/14	401-3141-533.4200	21.09
Subtotal for 401-3141-533.4200								174.07
7/10/14	135327	120443		ORANGE COUNTY ENVIRONMENTAL LLC	162387	8/07/14	401-3141-533.4300	100.00
8/21/14	136094			DUKE ENERGY	162575	8/21/14	401-3141-533.4300	386.23
8/21/14	136092			DUKE ENERGY	162575	8/21/14	401-3141-533.4300	121.87
8/28/14	136190			DUKE ENERGY	162684	8/28/14	401-3141-533.4300	45.63
Subtotal for 401-3141-533.4300								653.73
8/05/14	135828	120837		FLORIDA CENTRAL RAILROAD	162472	8/14/14	401-3141-533.4400	273.04
8/05/14	135829	120838		FLORIDA CENTRAL RAILROAD	162472	8/14/14	401-3141-533.4400	150.00
Subtotal for 401-3141-533.4400								423.04
8/05/14	135834	120843		FLORIDA SAFETY SYSTEMS, LLC	162585	8/21/14	401-3141-533.4600	159.33
6/20/14	134978	120161		SOUTHSIDE TILE, LLC	162632	8/21/14	401-3141-533.4600	913.84
8/07/14	135876	120868		SOUTHSIDE TILE, LLC	162632	8/21/14	401-3141-533.4600	83.34
Subtotal for 401-3141-533.4600								1,156.51
6/24/14	135005	120185		MULLINAX FORD	162380	8/07/14	401-3141-533.4650	347.55

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6/30/14	135121	120283		TPH ACQUISITION LLLP	162414	8/07/14	401-3141-533.4650	68.39
7/14/14	135357	120469		A.O.K. TIRE MART	162314	8/07/14	401-3141-533.4650	654.24
6/24/14	135001	120181		CARQUEST AUTO PARTS	162335	8/07/14	401-3141-533.4650	5.57
7/02/14	135185	120338		DON REID FORD	162455	8/14/14	401-3141-533.4650	310.40
7/17/14	135464	120537		MILLIKAN BATTERY & ELECTRIC	162496	8/14/14	401-3141-533.4650	59.50
7/14/14	135359	120471		CARQUEST AUTO PARTS	162560	8/21/14	401-3141-533.4650	44.49
8/06/14	135840	120847		TRACER ELECTRONICS LLC	162638	8/21/14	401-3141-533.4650	115.00
7/22/14	135551	120632		A.O.K. TIRE MART	162540	8/21/14	401-3141-533.4650	597.42
7/16/14	135422	120513		ELECTRONICS DEPOT	162577	8/21/14	401-3141-533.4650	100.00
7/24/14	135593	120661		TPH ACQUISITION LLLP	162637	8/21/14	401-3141-533.4650	85.98
7/17/14	135467	120540		VERMEER SOUTHEAST SALES & SERV.	162747	8/28/14	401-3141-533.4650	440.00
7/22/14	135572	120649		TRAIL SAW & MOWER SERVICE, INC.	162739	8/28/14	401-3141-533.4650	38.88
Subtotal for 401-3141-533.4650								2,867.42
8/06/14	135848	120855		SUNSHINE STATE ONE CALL OF FL.INC.	162521	8/14/14	401-3141-533.4900	480.90
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	401-3141-533.4900	273.00
Subtotal for 401-3141-533.4900								753.90
6/24/14	135020	120192		LOWE'S	162376	8/07/14	401-3141-533.5200	278.88
6/24/14	135019	120191		LOWE'S	162376	8/07/14	401-3141-533.5200	101.90
7/30/14	135704	120755		CAPITAL CONTRACTORS INC.	162332	8/07/14	401-3141-533.5200	131.67
7/17/14	135482	120550		FERGUSON ENTERPRISES, INC.	162356	8/07/14	401-3141-533.5200	316.00
7/21/14	135537	120592		U CART IT CONCRETE, LLC	162418	8/07/14	401-3141-533.5200	360.00
7/29/14	135671	120725		H D SUPPLY WATER WORKS, LTD.	162364	8/07/14	401-3141-533.5200	110.00
7/09/14	135297	120432		CEMEX	162338	8/07/14	401-3141-533.5200	1,018.42
7/03/14	135212	120357		H D SUPPLY WATER WORKS, LTD.	162364	8/07/14	401-3141-533.5200	8,469.50
7/24/14	135613	120679		H D SUPPLY WATER WORKS, LTD.	162364	8/07/14	401-3141-533.5200	986.24
7/28/14	135645	120704		NEXTEL COMMUNICATIONS	162384	8/07/14	401-3141-533.5200	32.72
7/28/14	135660	120718		H D SUPPLY WATER WORKS, LTD.	162364	8/07/14	401-3141-533.5200	46.00
10/30/13	130333	116696		SENSUS METERING SYSTEMS	162516	8/14/14	401-3141-533.5200	61.50
7/09/14	135294	120419		FERGUSON ENTERPRISES, INC.	162465	8/14/14	401-3141-533.5200	1,400.00
7/25/14	135622	120688		LAKE JEM FARMS INC.	162487	8/14/14	401-3141-533.5200	202.00
7/09/14	135293	120429		FERGUSON ENTERPRISES, INC.	162580	8/21/14	401-3141-533.5200	1,600.00
8/21/14	136083			PUBLIC SERVICES PETTY CASH	162625	8/21/14	401-3141-533.5200	3.00
7/29/14	135686	120740		CEMEX	162562	8/21/14	401-3141-533.5200	889.50
7/17/14	135487	120555		H D SUPPLY WATER WORKS, LTD.	162694	8/28/14	401-3141-533.5200	745.50
Subtotal for 401-3141-533.5200								16,752.83
8/11/14	135929	120910		H D SUPPLY WATER WORKS, LTD.	162694	8/28/14	401-3141-533.6300	953.86
7/30/14	135698	120751		FERGUSON ENTERPRISES, INC.	162687	8/28/14	401-3141-533.6300	384.00
Subtotal for 401-3141-533.6300								1,337.86
6/10/14	134794	120028		FEDEX OFFICE	162579	8/21/14	401-3161-533.4200	2,275.07
7/09/14	135270	120412		FEDEX OFFICE	162579	8/21/14	401-3161-533.4200	375.48
7/01/14	135157	120314		FEDEX OFFICE	162579	8/21/14	401-3161-533.4200	1,144.15
6/26/14	135074	120246		FEDEX OFFICE	162579	8/21/14	401-3161-533.4200	1,455.79
6/20/14	134977	120160		FEDEX OFFICE	162579	8/21/14	401-3161-533.4200	3,027.71
6/14/14	134859	120079		FEDEX OFFICE	162579	8/21/14	401-3161-533.4200	3,083.57
Subtotal for 401-3161-533.4200								11,361.77
10/01/13	129441	116159		PRIDE ENTERPRISES	162391	8/07/14	401-3161-533.4700	29.00
6/26/14	135074	120246		FEDEX OFFICE	162579	8/21/14	401-3161-533.4700	1,234.88
7/01/14	135157	120314		FEDEX OFFICE	162579	8/21/14	401-3161-533.4700	555.12
7/09/14	135270	120412		FEDEX OFFICE	162579	8/21/14	401-3161-533.4700	37.91
6/14/14	134859	120079		FEDEX OFFICE	162579	8/21/14	401-3161-533.4700	2,618.38
6/20/14	134977	120160		FEDEX OFFICE	162579	8/21/14	401-3161-533.4700	2,545.64
6/10/14	134794	120028		FEDEX OFFICE	162579	8/21/14	401-3161-533.4700	1,929.02

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Subtotal for 401-3161-533.4700								8,949.95
4/23/14	133798	119273		OFFICE DEPOT	162386	8/07/14	401-3161-533.5100	46.06
10/01/13	129432	116058		CAPITAL OFFICE PRODUCTS	162333	8/07/14	401-3161-533.5100	58.24
10/01/13	129432	116058		CAPITAL OFFICE PRODUCTS	162447	8/14/14	401-3161-533.5100	57.80
4/23/14	133798	119273		OFFICE DEPOT	162502	8/14/14	401-3161-533.5100	26.58
10/16/13	129992	116480		STAPLES ADVANTAGE	162633	8/21/14	401-3161-533.5100	51.92
4/23/14	133798	119273		OFFICE DEPOT	162615	8/21/14	401-3161-533.5100	53.75
4/23/14	133798	119273		OFFICE DEPOT	162714	8/28/14	401-3161-533.5100	286.03
Subtotal for 401-3161-533.5100								580.38
10/01/13	129438	116157		SUNTRUST BANK	162735	8/28/14	401-3161-533.5200	273.35
Subtotal for 401-3161-533.5200								273.35
7/30/14	135704	120755		CAPITAL CONTRACTORS INC.	162332	8/07/14	401-3171-535.3400	66.67
Subtotal for 401-3171-535.3400								66.67
7/28/14	135645	120704		NEXTEL COMMUNICATIONS	162384	8/07/14	401-3171-535.4100	57.70
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	401-3171-535.4100	10.45
Subtotal for 401-3171-535.4100								68.15
7/10/14	135327	120443		ORANGE COUNTY ENVIRONMENTAL LLC	162387	8/07/14	401-3171-535.4300	81.00
8/18/14	136024	120984		SHELLEY'S SEPTIC TANKS	162630	8/21/14	401-3171-535.4300	1,800.00
8/21/14	136092			DUKE ENERGY	162575	8/21/14	401-3171-535.4300	81.26
8/28/14	136190			DUKE ENERGY	162684	8/28/14	401-3171-535.4300	45.63
Subtotal for 401-3171-535.4300								2,007.89
7/30/14	135705	120756		CLOUD 9 SERVICES, INC	162342	8/07/14	401-3171-535.4400	1,575.00
8/04/14	135770	120795		SHELLEY'S SEPTIC TANKS	162401	8/07/14	401-3171-535.4400	1,237.50
8/25/14	136117	121056		SHELLEY'S SEPTIC TANKS	162728	8/28/14	401-3171-535.4400	1,000.00
Subtotal for 401-3171-535.4400								3,812.50
10/14/13	129938	116430		SIEMENS WATER TECHNOLOGIES LLC	162402	8/07/14	401-3171-535.4600	6,870.00
7/14/14	135381	120491		MICHIGAN ST. PUMP & ELECTRIC MOTC	162609	8/21/14	401-3171-535.4600	6,988.00
6/20/14	134978	120161		SOUTHSIDE TILE, LLC	162632	8/21/14	401-3171-535.4600	913.84
8/05/14	135834	120843		FLORIDA SAFETY SYSTEMS, LLC	162585	8/21/14	401-3171-535.4600	159.33
8/07/14	135876	120868		SOUTHSIDE TILE, LLC	162632	8/21/14	401-3171-535.4600	83.33
7/17/14	135470	120543		MICHIGAN ST. PUMP & ELECTRIC MOTC	162609	8/21/14	401-3171-535.4600	4,977.00
10/14/13	129938	116430		SIEMENS WATER TECHNOLOGIES LLC	162729	8/28/14	401-3171-535.4600	6,870.00
Subtotal for 401-3171-535.4600								26,861.50
7/29/14	135673	120728		KNAPHEIDE TRUCK EQUIPMENT SOUTH	162371	8/07/14	401-3171-535.4650	231.05
6/24/14	135001	120181		CARQUEST AUTO PARTS	162335	8/07/14	401-3171-535.4650	123.70
7/17/14	135464	120537		MILLIKAN BATTERY & ELECTRIC	162496	8/14/14	401-3171-535.4650	650.00
7/14/14	135359	120471		CARQUEST AUTO PARTS	162560	8/21/14	401-3171-535.4650	81.10
8/18/14	136019	120980		KNAPHEIDE TRUCK EQUIPMENT SOUTH	162599	8/21/14	401-3171-535.4650	152.80
8/05/14	135811	120828		LOUIS E. SNYDER	162603	8/21/14	401-3171-535.4650	1,517.99
8/05/14	135804	120823		LOUIS E. SNYDER	162603	8/21/14	401-3171-535.4650	1,908.56
8/08/14	135894	120876		TRANSDIESEL OF CENTRAL FLORIDA	162640	8/21/14	401-3171-535.4650	392.00
Subtotal for 401-3171-535.4650								5,057.20
7/16/14	135454	120530		OFFICE DEPOT	162502	8/14/14	401-3171-535.5100	30.00
8/11/14	135918	120906		OFFICE DEPOT	162714	8/28/14	401-3171-535.5100	50.81
8/13/14	135967	120942		OFFICE DEPOT	162714	8/28/14	401-3171-535.5100	167.26
Subtotal for 401-3171-535.5100								248.07
7/17/14	135473	120546		FERGUSON ENTERPRISES, INC.	162356	8/07/14	401-3171-535.5200	552.00
7/10/14	135329	120444		FERGUSON ENTERPRISES, INC.	162356	8/07/14	401-3171-535.5200	305.00
8/04/14	135771	120796		DUKE ENERGY	162350	8/07/14	401-3171-535.5200	960.89
7/17/14	135482	120550		FERGUSON ENTERPRISES, INC.	162356	8/07/14	401-3171-535.5200	316.00
6/24/14	135019	120191		LOWE'S	162376	8/07/14	401-3171-535.5200	101.90

**CITY OF AOPKA**  
**Disbursements Report**

By Account Number, Paid 8/01/14 thru 8/28/14

Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
7/18/14	135506	120565		EVOQUA WATER TECHNOLOGIES LLC	162353	8/07/14	401-3171-535.5200	5,350.00
7/28/14	135670	120724		GRAINGER	162363	8/07/14	401-3171-535.5200	19.73
6/24/14	135020	120192		LOWE'S	162376	8/07/14	401-3171-535.5200	278.88
7/17/14	135472	120545		AOPKA ACE HARDWARE & LUMBER IN	162441	8/14/14	401-3171-535.5200	293.90
7/17/14	135484	120552		FORGE FASTENER & SUPPLY CO,	162475	8/14/14	401-3171-535.5200	1,019.92
7/14/14	135379	120489		FLORIDA BEARINGS, INC.	162471	8/14/14	401-3171-535.5200	586.50
7/02/14	135172	120327		FLORIDA BEARINGS, INC.	162471	8/14/14	401-3171-535.5200	816.83
7/17/14	135469	120542		EVOQUA WATER TECHNOLOGIES LLC	162464	8/14/14	401-3171-535.5200	7,507.80
8/13/14	135954	120932		LABOR READY SOUTHEAST, INC.	162601	8/21/14	401-3171-535.5200	457.60
8/21/14	136083			PUBLIC SERVICES PETTY CASH	162625	8/21/14	401-3171-535.5200	10.99
8/07/14	135857	120860		PREMIERE JANITORIAL SUPPLY	162621	8/21/14	401-3171-535.5200	29.80
8/05/14	135827	120836		A.M. LEONARD INC.	162539	8/21/14	401-3171-535.5200	590.94
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	401-3171-535.5200	129.39
8/13/14	135963	120939		CEMEX	162665	8/28/14	401-3171-535.5200	655.97
8/25/14	136119	121058		LABOR READY SOUTHEAST, INC.	162701	8/28/14	401-3171-535.5200	193.05
8/28/14	136176			PUBLIC SERVICES PETTY CASH	162720	8/28/14	401-3171-535.5200	27.65
Subtotal for 401-3171-535.5200								20,204.74
7/22/14	135553	120633		CAREER TRACK	162449	8/14/14	401-3171-535.5500	199.00
Subtotal for 401-3171-535.5500								199.00
7/14/14	135379	120489		FLORIDA BEARINGS, INC.	162471	8/14/14	401-3171-535.6300	422.50
7/01/14	135146	120308		HARRINGTON INDUSTRIAL PLASTICS LL	162481	8/14/14	401-3171-535.6300	518.77
7/23/14	135577	120654		LOUIS'PRYOR SUPPLY CO.	162490	8/14/14	401-3171-535.6300	449.66
Subtotal for 401-3171-535.6300								1,390.93
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	401-3181-536.5200	48.65
8/28/14	136176			PUBLIC SERVICES PETTY CASH	162720	8/28/14	401-3181-536.5200	27.04
Subtotal for 401-3181-536.5200								75.69
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	401-3410-539.4100	15.67
Subtotal for 401-3410-539.4100								15.67
8/21/14	136092			DUKE ENERGY	162575	8/21/14	401-3410-539.4300	40.63
8/21/14	136094			DUKE ENERGY	162575	8/21/14	401-3410-539.4300	563.54
Subtotal for 401-3410-539.4300								604.17
7/16/14	135454	120530		OFFICE DEPOT	162502	8/14/14	401-3410-539.5100	56.81
8/11/14	135918	120906		OFFICE DEPOT	162714	8/28/14	401-3410-539.5100	85.24
Subtotal for 401-3410-539.5100								142.05
8/21/14	136083			PUBLIC SERVICES PETTY CASH	162625	8/21/14	401-3410-539.5200	26.62
Subtotal for 401-3410-539.5200								26.62
Subtotal for Fund 401 WATER AND WASTEWATER OPERATING FUND								319,470.86
7/30/14	135704	120755		CAPITAL CONTRACTORS INC.	162332	8/07/14	402-3210-534.3400	66.66
Subtotal for 402-3210-534.3400								66.66
8/28/14	136193			TW TELECOM	162741	8/28/14	402-3210-534.4100	27.25
Subtotal for 402-3210-534.4100								27.25
8/11/14	135923	120907		OCU - SOLID WASTE DIVISION	162500	8/14/14	402-3210-534.4300	68,537.64
8/08/14	135880	120898		WASTE MANAGEMENT OF VISTA LANDF	162534	8/14/14	402-3210-534.4300	6,307.40
8/21/14	136092			DUKE ENERGY	162575	8/21/14	402-3210-534.4300	121.88
Subtotal for 402-3210-534.4300								74,966.92
8/20/14	136064	121020		GREENLEAF COMPACTION, INC.	162693	8/28/14	402-3210-534.4400	210.00
Subtotal for 402-3210-534.4400								210.00
2/26/14	132728	118464		VIABLE SOLUTIONS INC.	162532	8/14/14	402-3210-534.4600	24.00
7/30/14	135696	120746		VIABLE SOLUTIONS INC.	162532	8/14/14	402-3210-534.4600	69.60
6/20/14	134978	120161		SOUTHSIDE TILE, LLC	162632	8/21/14	402-3210-534.4600	1,238.85
Subtotal for 402-3210-534.4600								1,332.45

**CITY OF AOPKA**  
**Disbursements Report**

By Account Number, Paid 8/01/14 thru 8/28/14

Date	Reference	P. O.	Project	Vendor	Check	Paid	Account Number	Amount
7/02/14	135189	120342		TAMPA CRANE & BODY, INC.	162410	8/07/14	402-3210-534.4650	2,200.56
7/31/14	135731	120768		WELDON PARTS-ORLANDO	162427	8/07/14	402-3210-534.4650	82.80
6/02/14	134597	119868		TAMPA CRANE & BODY, INC.	162410	8/07/14	402-3210-534.4650	2,380.51
6/30/14	135121	120283		TPH ACQUISITION LLLP	162414	8/07/14	402-3210-534.4650	207.33
6/02/14	134584	119860		SUNBELT METALS & MANUFACTURING I	162407	8/07/14	402-3210-534.4650	4,402.00
7/14/14	135357	120469		A.O.K. TIRE MART	162314	8/07/14	402-3210-534.4650	1,033.13
6/09/14	134730	119969		ADVANCE DRIVELINE	162316	8/07/14	402-3210-534.4650	57.32
6/09/14	134733	119972		AOPKA ACE HARDWARE & LUMBER IN	162441	8/14/14	402-3210-534.4650	5.98
7/14/14	135358	120470		AMERICAN WIRE & TERMINAL	162440	8/14/14	402-3210-534.4650	51.30
6/27/14	135099	120263		MOTOROLA SOLUTIONS, INC.	162498	8/14/14	402-3210-534.4650	2,904.43
5/12/14	134161	119548		CAR STORE OF WEST ORANGE, INC.	162558	8/21/14	402-3210-534.4650	224.00
7/22/14	135551	120632		A.O.K. TIRE MART	162540	8/21/14	402-3210-534.4650	1,135.63
7/24/14	135593	120661		TPH ACQUISITION LLLP	162637	8/21/14	402-3210-534.4650	712.91
7/09/14	135304	120438		MAUDLIN INTERNATIONAL	162607	8/21/14	402-3210-534.4650	223.78
7/02/14	135178	120331		SOUTHERN SEWER EQUIPMENT	162631	8/21/14	402-3210-534.4650	85.68
8/05/14	135809	120826		LOUIS E. SNYDER	162603	8/21/14	402-3210-534.4650	1,533.33
4/14/14	133630	119145		TAMPA CRANE & BODY, INC.	162636	8/21/14	402-3210-534.4650	1,407.17
8/05/14	135811	120828		LOUIS E. SNYDER	162603	8/21/14	402-3210-534.4650	789.00
7/02/14	135183	120336		GLENN JOINER & SON, INC.	162587	8/21/14	402-3210-534.4650	28.64
7/17/14	135465	120538		NEXTRAN TRUCK CENTER - ORLANDO	162612	8/21/14	402-3210-534.4650	678.94
8/18/14	136022	120983		GRAPHIC SOURCE OF CENTRAL FLORII	162692	8/28/14	402-3210-534.4650	477.92
7/14/14	135366	120478		ADVANCE DRIVELINE	162653	8/28/14	402-3210-534.4650	366.08
Subtotal for 402-3210-534.4650								20,988.44
7/29/14	135689	120750		LABOR READY SOUTHEAST, INC.	162372	8/07/14	402-3210-534.4903	1,477.30
7/29/14	135688	120749		LABOR READY SOUTHEAST, INC.	162372	8/07/14	402-3210-534.4903	1,244.00
8/08/14	135882	120899		LABOR READY SOUTHEAST, INC.	162485	8/14/14	402-3210-534.4903	1,399.50
8/18/14	136030	120989		LABOR READY SOUTHEAST, INC.	162601	8/21/14	402-3210-534.4903	1,399.50
8/22/14	136100	121037		LABOR READY SOUTHEAST, INC.	162701	8/28/14	402-3210-534.4903	1,244.00
8/20/14	136065	121021		LABOR READY SOUTHEAST, INC.	162701	8/28/14	402-3210-534.4903	1,399.50
Subtotal for 402-3210-534.4903								8,163.80
8/01/14	135760	120785		AMERICAN MESSAGING	162320	8/07/14	402-3210-534.5200	15.67
8/18/14	136023	120995		ORANGE COUNTY TAX COLLECTOR	162617	8/21/14	402-3210-534.5200	172.20
8/15/14	136009	120962		FLORIDA DEPT OF LAW ENFORCEMEN	162584	8/21/14	402-3210-534.5200	81.00
8/07/14	135857	120860		PREMIERE JANITORIAL SUPPLY	162621	8/21/14	402-3210-534.5200	29.80
8/19/14	136050	121009		ARAMARK UNIFORM SERVICES, INC.	162552	8/21/14	402-3210-534.5200	347.91
7/17/14	135465	120538		NEXTRAN TRUCK CENTER - ORLANDO	162612	8/21/14	402-3210-534.5200	415.85
Subtotal for 402-3210-534.5200								1,062.43
7/17/14	135465	120538		NEXTRAN TRUCK CENTER - ORLANDO	162612	8/21/14	402-3210-534.5250	85.00
Subtotal for 402-3210-534.5250								85.00
11/21/13	130862	117085		NEXTRAN TRUCK CENTER - ORLANDO	162712	8/28/14	402-3210-534.6400	553,701.00
Subtotal for 402-3210-534.6400								553,701.00
Subtotal for Fund 402 SANITATION								660,603.95
8/14/14	135985		20130003	AECOM COMPANY	162436	8/14/14	403-3115-535.6300	25,053.19
8/08/14	135877	120873	20130009	H D SUPPLY WATER WORKS, LTD.	162591	8/21/14	403-3115-535.6300	3,748.00
8/26/14	136142	121073	20140011	ST.JOHNS RIVER WATER MGT DISTRIC	162731	8/28/14	403-3115-535.6300	2,805.00
8/13/14	135963	120939	20130009	CEMEX	162665	8/28/14	403-3115-535.6300	775.00
Subtotal for 403-3115-535.6300								32,381.19
Subtotal for Fund 403 WATER, WASTEWATER AND REUSE IMPACT FEES								32,381.19
<b>Grand Total</b>							<b>1,993,750.24</b>	

**Backup material for agenda item:**

1. ORDINANCE NO. 2373 – SECOND READING & ADOPTION – CODE OF ORDINANCES, PART III - LAND DEVELOPMENT CODE AMENDMENT – Amending the City of Apopka Code of Ordinances, Part III, Land Development Code, Article III – Overlay Zones, to create a Small Lot Overlay Zoning District. [Ordinance No. 2373 meets the requirements for adoption having been advertised in The Apopka Chief on August 15, 2014.]



**CITY OF APOPKA  
CITY COUNCIL**

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<b>CONSENT AGENDA</b>	<b>MEETING OF:</b>	<b>September 3, 2014</b>
<b>X PUBLIC HEARING</b>	<b>FROM:</b>	<b>Community Development</b>
<b>SPECIAL REPORTS</b>	<b>EXHIBITS:</b>	<b>Ordinance No. 2373</b>
<b>X OTHER: Ordinance</b>		<b>Exhibit "A"</b>
		<b>Exhibit "B" Design Guidelines</b>

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**SUBJECT: AMENDING THE CITY OF APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE III – OVERLAY DISTRICTS, BY CREATING A SMALL LOT OVERLAY ZONING DISTRICT; AND REVISING THE DEVELOPMENT DESIGN GUIDELINES TO ADDRESS MAILBOX KIOSKS.**

**Request: SECOND READING & ADOPTION OF ORDINANCE NO. 2373 - AMENDING THE CITY OF APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE III – OVERLAY DISTRICTS, BY CREATING A SMALL LOT OVERLAY ZONING DISTRICT.**

**SUMMARY:**

Attached Exhibit "A" is an amendment to the City's Land Development Code establishing an Overlay Zoning District related to small lot development within the City of Apopka. The purpose of the Small Lot Overlay Zoning District is to provide flexibility for a dynamic housing market; implement Comprehensive Plan policies that promote housing diversity; provide transition between lower density residential areas and more intense development such as commercial, office, industrial or other non-residential land uses, to provide transition between lower density residential areas and limited access highways; to create an increase in development options for properties assigned medium and high density future land use designations; to promote infill development while preserving the character of the existing residential neighborhoods; and to promote diversity in the size and type of new residential developments thereby providing housing opportunities for various lifestyles. The Overlay District delineates permitted uses and prohibitions or limitations on certain uses, as well as certain design standards.

As proposed, the Small Lot Overlay District is only eligible for properties that are assigned both a Residential High Density (0 – 15 un/ac) Future Land Use Designation and an R-3 zoning category. Also, the development site must be a minimum of fifteen acres but not more than eighty acres. The Planning Commission held two workshops to review and comment on the proposed Small Lot Overlay District. DRC has reviewed the proposed Small Lot Overlay District.

Based on comments and direction by the Planning Commission, an amendment to the Development Design Guidelines is also proposed to address mailbox kiosks. The proposed amendment to the Development Design Guidelines is provided as Exhibit "B" for information and discussion purposes and will appear on the City Council agenda for August 20 for final action.

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<b><u>DISTRIBUTION:</u></b>		
Mayor Kilsheimer	Finance Director	Fire Chief
Commissioners (4)	HR Director	Public Ser. Director
CA Richard Anderson	IT Director	City Clerk
Community Dev. Director	Police Chief	

**PUBLIC HEARING SCHEDULE:**

March 11, 2014 - Planning Commission (5:01 pm) – Tabled  
April 8, 2014 – Planning Commission (5:01 pm) – Continued  
May 13, 2014 – Planning Commission (5:01 pm) – Regular meeting/Workshop  
June 3, 2014 – Planning Commission Workshop (7:00 pm)  
June 10, 2014 – Planning Commission (5:01 pm) – Workshop Summary  
July 8, 2014 – Planning Commission (5:01 pm)  
August 6, 2014 - City Council 1st Reading (1:30 pm) – Tabled  
August 20, 2014 - City Council 1st Reading (8:00 pm)  
September 3, 2014 – City Council 2<sup>nd</sup> Reading (1:30 pm)

**DULY ADVERTISED:**

June 20, 2014 – Public Hearing Notice  
August 15, 2014 – Ordinance Heading

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**RECOMMENDATION ACTION:**

The **Planning Commission**, at its meeting on July 8, 2014, recommended approval (6-0) of the amendment to Article III of the Land Development Code to create a Small Lot Overlay Zoning District; and the amendment to the Development Design Guidelines to address mailbox kiosks.

The **City Council**, at its meeting on August 6, 2014, tabled the First Reading of Ordinance No. 2373 until the meeting being held on August 20, 2014.

The **City Council**, at its meeting on August 20, 2014, accepted the First Reading of Ordinance No. 2373 and held it over for Second Reading and Adoption on September 3, 2014.

Adopt Ordinance No. 2373.



**ORDINANCE NO. 2373**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE III TO ESTABLISH A SMALL LOT OVERLAY ZONING DISTRICT; PROVIDING FOR APPLICABILITY; DIRECTIONS TO THE CITY CLERK; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3202(1), Florida Statutes, requires that the City of Apopka, Florida (the “City”) adopt or amend and enforce land development regulations that are consistent with and implement the City’s adopted comprehensive plan; and

**WHEREAS**, Section 163.3201, Florida Statutes, encourages the use of innovative land development regulations and requires that all land development regulations be combined into a single land development code for the City; and

**WHEREAS**, from time to time, amendments and revisions to the City’s adopted comprehensive plan (the “Growth Management Plan”) and progress in the field of planning and zoning make it necessary or desirable to amend or revise the land development regulations of the City; and

**WHEREAS**, the City Council of the City of Apopka, deems it advisable to amend Article III of the Apopka Land Development Code establishing the Small Lot Overlay Zoning District; and

**WHEREAS**, the Apopka City Council hereby finds the Small Lot Overlay Zoning District is to provide flexibility for a dynamic housing market; implement Comprehensive Plan policies that promote housing diversity; provide transition between lower density residential areas and more intense development such as commercial, office, industrial or other non-residential land uses, to provide transition between lower density residential areas and limited access highways; to create an increase in development options for properties assigned medium and high density future land use designations; to promote infill development while preserving the character of the existing residential neighborhoods; and to promote diversity in the size and type of new residential developments thereby providing housing opportunities for various family sizes. The Overlay District delineates permitted uses and prohibitions or limitations on certain uses, as well as certain design standards; and

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

**SECTION I.** The Code of Ordinances of the City of Apopka, Part III, Land Development Code, Article III, is hereby amended to add Section 3.04.00 Small Lot Overlay Zoning District to read as set forth in Exhibit “A” attached hereto.

**SECTION II: APPLICABILITY:** Unless otherwise stated, this Ordinance shall apply to cover all development within the delineated overlay district. Developments holding valid Final Development Plans (FDP) or Orders (FDO) shall not be subject to the provisions of this Ordinance unless the FDP/FDO expires or is revised subsequent to the effective date of this Ordinance.

**ORDINANCE NO. 2373**  
**PAGE 2**

**SECTION III: DIRECTION TO THE CITY CLERK:** The City Clerk, or the Clerk's designee, is hereby authorized to include this amendment in the Apopka Code of Ordinances of the City of Apopka, Florida.

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

**SECTION V: CONFLICTS:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION VI: EFFECTIVE DATE:** That this ordinance shall take effect upon passage and adoption.

READ FIRST TIME: August 20, 2014

READ SECOND TIME  
AND ADOPTED: September 3, 2014

\_\_\_\_\_  
Joseph E. Kilsheimer, Mayor

ATTEST:

\_\_\_\_\_  
Janice G. Goebel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: June 20, 2014  
August 8, 2014

**DRAFT**

**CITY OF APOPKA**

**3.04.00 - SMALL LOT OVERLAY ZONING DISTRICT**

*[Add new Section to Article III of the City’s Land Development Code]*

**Section 3.04.00 - Small Lot Overlay Zoning District**

**Section 3.04.01 – Definition**

*Small Lot:* For purposes of Section 3.04.00, a lot with a width of less than 70 feet or an area less than 7,000 sq. ft. that accommodates a single family, duplex, or townhome dwelling unit.

**Section 3.04.02 - Purpose**

The purposes of the Small Lot Overlay District to:

1. Provide flexibility for a dynamic housing market;
2. Implement Comprehensive Plan policies that promote housing product diversity;
3. Provide transition between lower density residential areas and more intensely developed commercial, office, industrial or other non-residential land uses, or limited access highways;
4. To increase development options for property assigned a high density future land use designation;
5. Promote infill development while preserving the character of the existing residential neighborhoods; and
6. Promote diversity in the size and type of new residential developments to provide housing opportunities for various family sizes and lifestyles.

**Section 3.04.03 – Applicability**

1. The regulations of this section apply to all properties within the Small Lot Overlay District delineated within a zoning ordinance, and shall apply to new development and redevelopment occurring therein.
2. Those parcels that are split by the Overlay District line shall be considered to be wholly within the boundary of the Overlay District if the majority of the acreage is located within the Overlay District.

**Section 3.04.04 - Review Process**

Application for a Small Lot Overlay District shall follow the same review and hearing process as a change of zoning application. A master site plan and development standards shall accompany the zoning application for the Overlay District and shall address the requirements of Section 2.02.18.K. Design details and illustrations for all residential structures, accessory structures, recreation facilities and equipment, mailbox and mail kiosks, walls and fences, and other structures as requested by the Community Development Director, shall be included with the development standards.

**Section 3.04.05 - Location Criteria**

1. A Small Lot Overlay District shall comply with each of the following location criteria:
  - a. Property must be assigned both a Residential High Future Land Use Designation and an R-3 zoning category.
  - b. A Small Lot Overlay District shall not be located within a half mile from another Small Lot Overlay District. This minimum separation distance is waived if at least fifty percent (50%) of the residential lands within a half mile radius of the Overlay District are assigned a zoning district that requires a minimum single-family residential lot size of 8,000 sq. ft. or larger.
  - c. Property comprising a Small Lot Overlay District shall be contiguous and generally compact.
2. A boundary line of a Small Lot Overlay District must satisfy one (1) of the following location criteria:
  - a. Located within a half mile from a commercial, office, or industrial use or zoning district comprising more than ten acres;
  - b. Located within a half mile from an entrance to a limited access highway, or abutting a limited access highway.

**Section 3.04.06 - Development Standards**

1. Unless otherwise addressed within Section 3.04.00, the development standards established for the R-3 zoning district shall apply.
2. Minimum and Maximum Area Requirements. A Small Lot Overlay District shall comprise a minimum of fifteen (15) acres but shall not exceed a maximum of eighty (80) acres.

3. Housing Types and Mix. For development proposing a small lot width of less than seventy (70) feet, a diversity of lot sizes or housing types shall be provided. If single family or duplex lots are proposed with a width less than fifty (50) feet, at least one-half (½) of the single family and/or duplex lots shall have a minimum width equal to or greater than fifty (50) feet. Apartment buildings are not allowed within the Small Lot Overlay District.
4. Common Open Space.
  - a. A minimum of thirty percent (30%) of the developable land shall be placed in useable open space. The common open space must be arranged to maximize usability.
  - b. For Small Lots with a front entry garage and a lot width less than fifty (50) feet, no more than twelve such lots shall occur in a row on the same side of the a street without separation by a common open space area.
5. Landscape Bufferyard. Minimum landscape buffer width adjacent to a local or collector road shall be fifteen (15) feet, and twenty (20) feet adjacent to an arterial road.
6. Alleyways. All alleyways shall be placed within a separate tract owned by a homeowners association. Street lighting shall be provided along alleyways, particularly at intersections of an alley and a street.
7. Amenities and Recreational Facilities. The type and value of amenities and recreation facilities or equipment shall be evaluated based on the number of dwelling units within a proposed in the master site plan.
8. Vehicle Access Points.
  - a. All townhome and duplex dwelling lots shall have a vehicle access point via a rear alley; no less than two-thirds of the single family lots with a width less than fifty (50) feet shall have vehicle access points via a rear alley.
  - b. All Small Lot, duplex and townhome lots shall include a two-car enclosed garage.
  - c. A minimum of four (4) parking spaces shall be provided for each single family, duplex or townhome unit unless otherwise determined through a parking study that indicates fewer parking spaces would be needed. The parking study must be accepted by the City Engineer and approved by the City Council. If a lot is unable to accommodate a minimum of four parking spaces, up to two (2) parking spaces may be placed within parking lots or on-street parking spaces located outside the street travel lane.
  - d. Where on-street parking abuts a residential lot, vehicle access to a garage must occur from a rear alley.

9. Building Setbacks

	Minimum Lot width (feet) <sup>(1)</sup>	Minimum Yard Setbacks (feet)				Maximum Lot Coverage (%)
		Front <sup>(2)</sup>	Rear <sup>(3)</sup>	Side <sup>(4)</sup>	Corner	
Small Lot	40	15/10	20	4 min.; 10 total	15	75%
Small Lot	50	20	20	5	20	70%
Small Lot	60	20	20	5	20	70%
Townhome	18, 20, 22, 25	15/10	15	<sup>(5)</sup>	15	80%

- 1) Width of a single family or duplex lot shall not be less than forty (40) feet along any point of the length of the lot.
- 2) Setback to primary structure\setback to porch.
- 3) Setback to primary structure.
- 4) Side yard setback is zero where duplex and townhome walls separate dwelling units.
- 5) Twenty feet between buildings.

10. Garage Setbacks

a. Single Family Home or Duplex

- 1.) Front-entry garage: minimum 30 feet from front property line.
- 2.) Side-entry garage: minimum 25 feet from front or side yard property line
- 3.) Rear-entry garage: minimum 22 feet from the rear property line.

b. Townhomes.

- 1.) Front-entry or side-entry garage is not allowed.
- 2.) Rear-entry garage (as measured from the rear property line):
  - (a) Garage placed ten or fewer feet from rear property line: minimum of five (5) feet.
  - (b) Garage placed more than ten feet from rear property line: minimum of twenty-two (22) feet.

11. Individual townhome buildings shall have no more than six attached dwelling units.

12. Each single family structure, duplex unit, or townhome dwelling unit shall be placed within its own lot.

13. Along an Overlay District perimeter, small lots shall not abut existing platted residential lots with a lot width of seventy five (75) feet or greater unless a ten (10) foot buffer tract with a six-foot high buffer wall, or alternatively a twenty (20) foot landscape bufferyard is provided.

**3.04.00 - SMALL LOT OVERLAY ZONING DISTRICT**

14. Any portion of a vehicle parked within a driveway shall not extend into any area of an alley, street, sidewalk, or public right-of-way. Vehicles parked within a driveway located on a residential lot shall be oriented perpendicular to the street with the front or back of the vehicle facing a garage door. This regulation shall also be incorporated into the homeowners association code, covenant and restriction document.

**Section 3.04.07 - Design Guidelines**

1. Subdivision design and site layout will avoid the appearance of a long row of dwelling units. Open space and street pattern shall be designed to establish breaks between housing rows.
2. Subdivision design occurs in block form with similarly designed housing types grouped together. Streets are interconnected and cul-de-sacs are discouraged.
3. Streets and alleyways are to be designed to accommodate turning movements for large utility and emergency vehicles.
4. Subdivision and street design shall allow for efficient garbage collection and utility service. Right-of-way and streets to be designed to provide sufficient space for sanitation vehicles to access refuse containers. Where on-street parking is provided, the development plan must demonstrate that the outside travel lanes will allow sanitation service vehicles to efficiently serve refuse containers within driveways or other locations.
5. Pedestrian systems are an integral part of each development. Community design shall incorporate street and pathway systems that are pedestrian and bicycle friendly.
6. Unless otherwise accepted by the Local U.S. Post Master, mail delivery for Small Lots with a width less than fifty (50) feet and townhome mail boxes shall occur at a sheltered mailbox kiosk. Mailbox kiosks shall be covered by a shelter structure sufficient to project the patron and delivery personnel from inclement weather. Design and appearance of the mailbox kiosk shall be compatible with architectural theme for homes in the residential community, and shall meet the intent of the Development Design Guidelines. Development applicant must obtain letter from Local U.S. Postal Master accepting proposed mailbox or kiosk system.
7. Mailboxes located at the front of a single family lot shall be decorative and have a uniform color and appearance. Mailboxes are not allowed along a rear alley.

**Section 3.04.08 – Architectural Appearance and Building Design**

1. Minimum Residential Livable Area. No less than seventy-five percent (75%) of all single-family or duplex dwelling units shall have a minimum livable area of 1,700 square feet. The minimum livable area of a single family home or duplex dwelling unit shall not be less than 1,500 square feet, and not less than 1,350 square feet for a townhome unit.
2. Duplexes and townhomes must be designed to architecturally blend with the surrounding single-family dwellings.

**3.04.00 - SMALL LOT OVERLAY ZONING DISTRICT**

3. Number of bedrooms provided for each residential type shall comply with the following minimum and maximum standards:

<b>Residential Type</b>	<b>Minimum Number of Bedrooms</b>	<b>Maximum Number of Bedrooms</b>
Single Family Home	2	4
Duplex Unit	2	3
Townhome Unit	2	3

4. Front building entrance shall be featured with a porch, portico, or similar entry-feature. A porch must have a minimum depth of five (5) feet and must be designed to accommodate at least two persons. A portico shall be flush with or extend beyond the front wall of the dwelling unit.
5. The rear of any residential building facing a public street or adjacent established residential neighborhood shall be treated with the same architectural quality as the front façade regarding fenestration, articulation and roofline. Substantial window areas shall overlook streets.
6. Single family and duplex units are limited to two stories; townhome buildings abutting or near single family residential shall be limited to two stories.
7. Architectural exterior elevations shall vary among all housing types but have color unified schemes to create diversity in exterior appearances and style.
8. A front entry garage does not extend beyond the front building wall.

**Section 3.04.09 - Accessory Structures**

1. No sheds or similar outdoor storage facilities are allowed within a Small Lot.
2. No swimming pools are allowed within a Small Lot.
3. Metal, vinyl, or other similar materials shall not be used for patios, porticos or porches that extend beyond the wall of the primary residential structure. Materials used for these features shall be compatible with those of the primary residential structure.
4. Fences shall not be allowed within front yards abutting common areas unless the fence has a height of four feet or less with a gate that leads to a public walkway. Fences located at the rear or side yard of lots less than fifty (50) feet wide or any lot with access from a rear alley, shall be a wrought-iron grate style fence to avoid appearance of clutter and to allow visibility along alleyways. A fence within a rear yard of any lot shall not exceed the height of any abutting common area wall.



**Section 3.04.10 - Utilities**

Air conditioning units or similar utilities shall be placed behind the residential building and screened from view from a street. If the side yard setback is 7.5 feet or greater, then the air condition unit or similar utility may be placed in a side yard.

**Section 3.04.11 – Maintenance and Community Management**

1. All dwelling units with the Small Lot Overlay District shall be subject and beholden to a single master homeowners association. The homeowners association shall be responsible for enforcing all conditions and terms of the code, covenants and restrictions established within public records.
2. All common areas and lawn areas within any lot with a width less than fifty (50) feet shall be maintained the property owners association unless another maintenance program is approved by the City Council. Any shared residential driveways shall be maintained by the homeowners association. All parking spaces adjacent to or outside the travel lanes shall be maintained by the homeowners association unless otherwise accepted by the City Council as part of the public right-of-way.
3. A disclaimer statement shall be incorporated into the homeowners association's code, covenant, and restrictions document notifying the property owners that should the Association fail to maintain commons areas or required laws, the City may hold the Association or the property owner responsible.

**EXHIBIT “B”**

**Section 3.12., Mailbox Kiosk Design; Residential Design Standards, Development Design Guideline**

Design and appearance of a mailbox kiosk are compatible with the architectural theme for homes and community buildings in the residential community. Mailbox kiosks are covered by a shelter structure sufficient to protect the patron, mail, and delivery personnel from inclement weather. Acceptable and Undesirable design examples appear below.

**A. Mailbox Kiosk (aka Cluster Mailbox Shelters)**

**1. Acceptable Design Examples**



**2. Undesirable Design Examples**

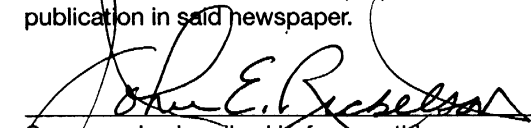


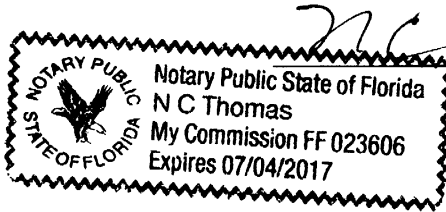
**The Apopka Chief**  
APOPKA, FLORIDA

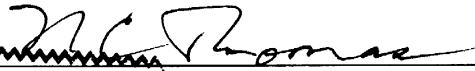
**PUBLISHER'S AFFIDAVIT OF PUBLICATION**  
STATE OF FLORIDA  
COUNTY OF ORANGE

Before the undersigned, personally appeared JOHN E. RICKETSON who is personally known to me and who on oath says he is PUBLISHER of **THE APOPKA CHIEF**, a weekly newspaper published at Apopka, in Orange County, Florida, that the attached copy of advertisement was published in said newspaper in the issues of: **August 15, 2014**, as well as being posted online at [www.theapokkachief.com](http://www.theapokkachief.com) and [www.floridapublicnotices.com](http://www.floridapublicnotices.com)

Affiant further says that the said **APOPKA CHIEF** is a newspaper published in said Orange County, Florida, and that said newspaper has heretofore been continuously published in said Orange County, Florida, each week and has been entered as periodical\* class mail matter (\*second class as renamed by USPS 7/1/96) at the post office in Apopka, in said Orange County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any discount, rebate commission or refund for the purpose of securing this advertisement for publication in said newspaper.

  
Sworn and subscribed before me this  
**15th day of August, 2014**, by John E. Ricketson,  
who is personally known to me.



  
N. C. THOMAS  
Notary Public, State of Florida  
My Commission FF 023606  
Expires July 04, 2017

**Public Notice**

**CITY OF APOPKA  
PUBLIC HEARING NOTICE**

The following ordinances will be read and considered for adoption at the City Council meeting in the Apopka City Hall Council Chambers on **Wednesday, September 3, 2014, at 1:30 p.m.**, or as soon thereafter as possible.

**ORDINANCE NO. 2373**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE III, TO ESTABLISH A SMALL LOT OVERLAY ZONING DISTRICT; PROVIDING FOR APPLICABILITY; DIRECTIONS TO THE CITY CLERK; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

**ORDINANCE NO. 2374**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF A UTILITY EASEMENT LOCATED AT 1472 WEST MCCORMICK ROAD; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

**ORDINANCE NO. 2375**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF THE DRAINAGE AND UTILITY EASEMENT LOCATED AT 1738 LUCKY PENNIE WAY; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

Interested parties may appear at this meeting and be heard with respect to the proposed ordinances. The proposed ordinances are available in the City Clerk's office or the Community Development Department for inspection.

Please be advised that, under State Law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance 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.

City of Apopka City Council  
Community Development Department

**August 15, 2014**  
**Publish: The Apopka Chief**

**149562**

**Backup material for agenda item:**

2. ORDINANCE NO. 2374 – THIRD READING & ADOPTION – VACATE - Apopka Woods, LLC - Vacating a portion of a Utility Easement - 1472 W. McCormick Road. [Ordinance No. 2374 meets the requirements for adoption having been advertised in The Apopka Chief on August 15, 2014.]



# CITY OF APOPKA CITY COUNCIL

PUBLIC HEARING  
 ANNEXATION  
 PLAT APPROVAL  
 OTHER: Ordinance

MEETING OF: September 3, 2014  
FROM: Community Development  
EXHIBITS: Vicinity Map  
Legal Description  
Ordinance No. 2374  
Utility Release Letters

**SUBJECT:**                   **ORDINANCE NO. 2374 - APOPKA WOODS, LLC - VACATING A UTILITY EASEMENT - 1472 W. MCCORMICK ROAD**

**Request:**                   **THIRD READING & ADOPTION OF ORDINANCE NO. 2374 - VACATING A UTILITY EASEMENT FOR APOPKA WOODS, LLC**

**SUMMARY:**

OWNER/APPLICANT:                   Apopka Woods, LLC, c/o Jeff Pelock  
LOCATION:                                1472 W. McCormick Road  
LAND USE:                              Residential Low (0-5 du/ac)  
ZONING:                                 R-2  
EXISTING USE:                         Single-Family Residence  
AREA TO BE VACATED:               5,440 Sq. Ft.  
RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Institutional	A-1	County Northwest Water Reclamation Facility
East (County)	Institutional	A-1	County Northwest Water Reclamation Facility
South (Ocoee)	Low Density Residential	R-1A	McCormick Woods Res. Subdivision
West (City)	Commercial; Residential Low Density	C-1/PUD	Vacant undeveloped

**DISTRIBUTION:**

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

G:\Shared\4020\Planning\_Zoning\Vacate\1472 W. McCormick Road\1 Apopka Woods, LLC – Vacate – CC 09-03-14 3<sup>rd</sup> Rd

**ADDITIONAL COMMENTS:**

The applicant is seeking to vacate an exclusive utility easement with Duke Energy located along the eastern property line of 1472 W. McCormick Road. The eight (8) foot wide utility easement that will be vacated is described in the legal description. Vacating this utility easement is necessary to accommodate the construction of seventy-six (76) residential homes for the Apopka Woods subdivision. Vacating the utility easement will not affect any abutting property owners.

**PUBLIC HEARING SCHEDULE:**

August 6, 2014 - City Council - 1st Reading (1:30 p.m.)  
August 20, 2014 - City Council - 2nd Reading (8:00 p.m.)  
September 3, 2014 – City Council – 3<sup>rd</sup> Reading & Adoption (1:30 p.m.)

**DULY ADVERTISED:**

July 18, 2014 - Public Hearing Notice  
August 15, 2014 - Ordinance Heading Ad  
September 19, 2014 - Full Publication of Ordinance

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**RECOMMENDED ACTION:**

The **Development Review Committee** recommends approval of the request to vacate the existing utility easement as described in the legal description.

The **City Council**, at its meeting on August 6, 2014, accepted the First Reading of Ordinance No. 2374, and held it over for Second Reading on August 20, 2014.

The **City Council**, at its meeting on August 20, 2014, accepted the Second Reading of Ordinance No. 2374, and held it over for Third Reading and Adoption on September 3, 2014.

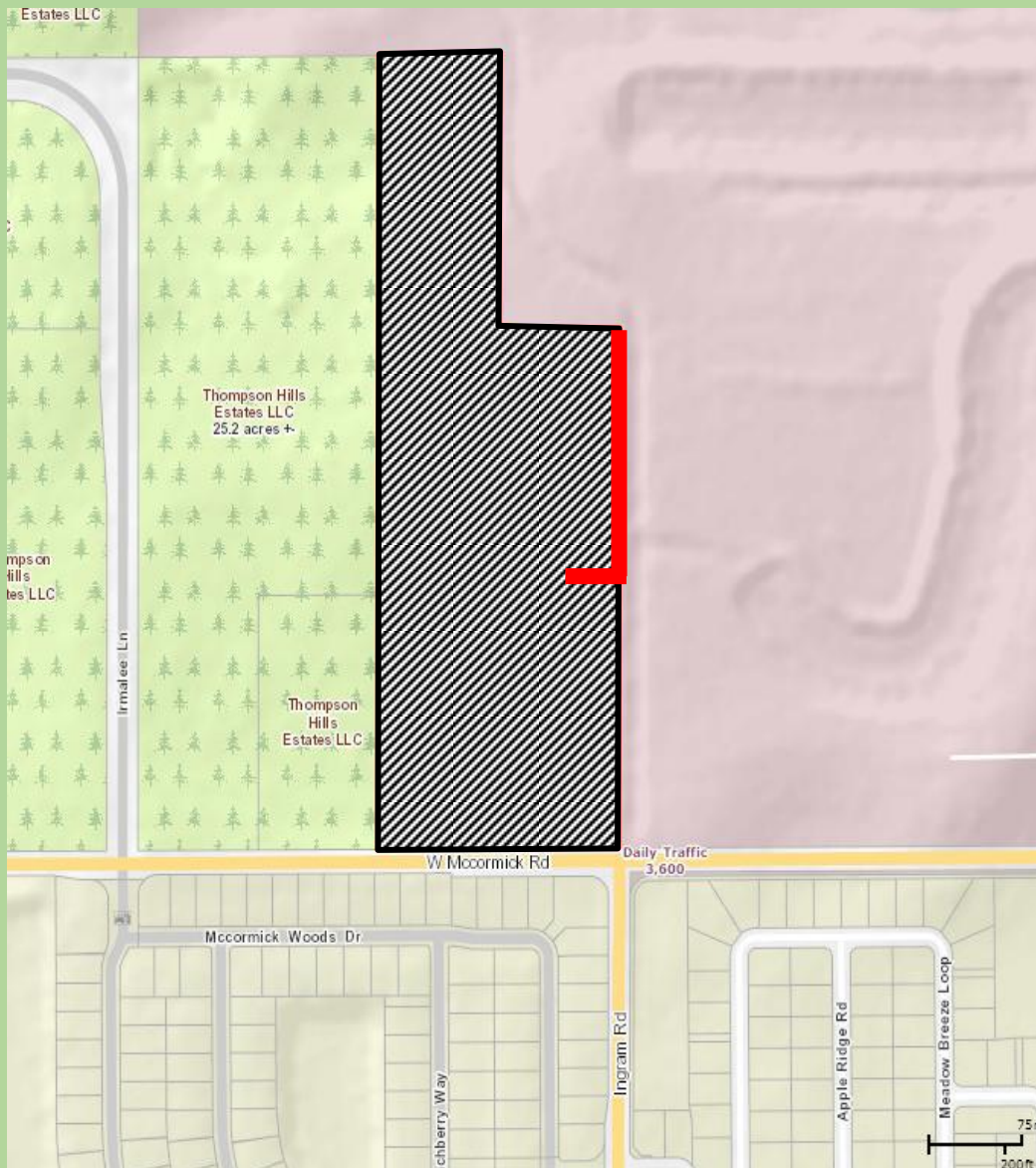
Adopt Ordinance No. 2374.

Apopka Woods, LLC  
Proposed Vacate of Existing Utility Easement  
1472 W. McCormick Road  
Parcel ID No.: 32-21-28-0000-00-002

VICINITY MAP



-  Vacate Area
-  Property



**ORDINANCE NO. 2374**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF A UTILITY EASEMENT LOCATED AT 1472 WEST MCCORMICK ROAD; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to provisions of Florida Statutes, Section 336.10, a Petition has been filed by Apopka Woods, LLC to vacate, abandon, discontinue, renounce and disclaim a portion of an existing utility easement located at 1472 West McCormick Road, as shown in Exhibit "A"; and

**WHEREAS**, Duke Energy (f/k/a Progress Energy) has no objection to the abandonment of a portion of the existing utility easement; and

**WHEREAS**, the City Council has determined that under the proposed circumstances there exists no public need for this existing easement; and

**WHEREAS**, after public notice in accordance with Florida Statute 336.10, the City Council has determined that it is not contrary to public interest to vacate and abandon said existing easement.

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

**Section 1.** That the following lands shall be officially closed, discontinued, and vacated:

**Legal Description:**

The South 180 feet of the East 175 feet of the East ½ of the NW ¼ of the NE ¼ of Section 32, Township 21 South, Range 28 East. The 8 feet of the above described property, herein referred to as easement area and the East 8 feet and the South 8 feet of the North 584 feet of the East 110 feet of the East ½ of the NW ¼ of the NE ¼ (Less the South 180 feet of the East 175 feet) of Section 32, Township 21 South, Range 28 East.

Containing: 5,440 Square Feet, More or Less

**Section II. NOTICE.** That notice of the adoption of this Ordinance be published and the Ordinance be filed with the Clerk of the Circuit Court of Orange County, Florida, and duly recorded among the Public Records of Orange County, Florida.

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

**Section IV. CONFLICT.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.



**ORDINANCE NO. 2374**  
**PAGE 2**

**Section V. EFFECTIVE DATE.** That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME: August 6, 2014  
READ SECOND TIME: August 20, 2014  
READ THIRD TIME  
AND ADOPTED: September 3, 2014

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Joseph E. Kilsheimer, Mayor

ATTEST:

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Janice G. Goebel, City Clerk

APPROVED AS TO FORM:

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Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: July 18, 2014  
August 15, 2014

**ORDINANCE NO. 2374  
EXHIBIT "A"**

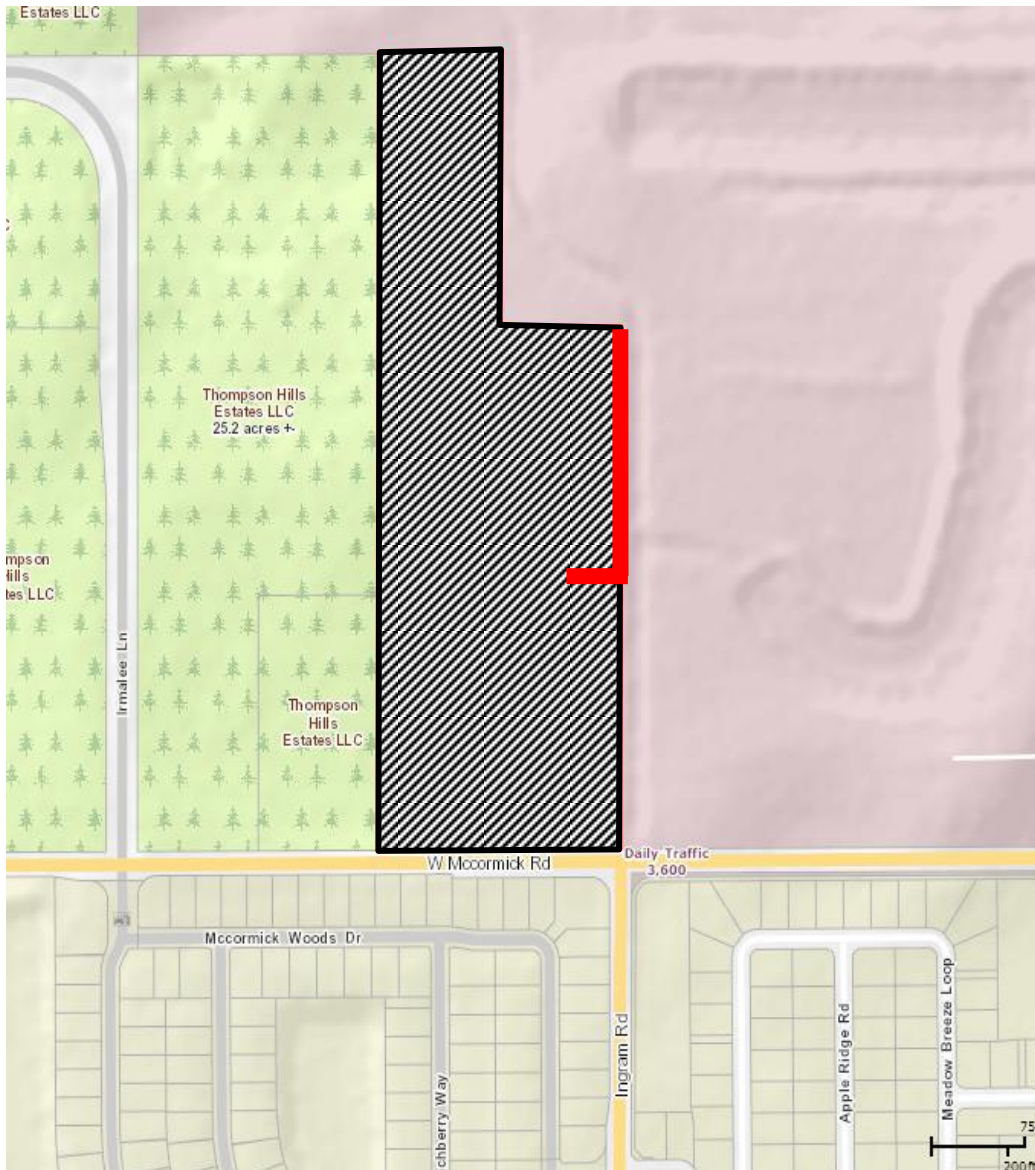
**Apopka Woods, LLC  
Proposed Vacate of Existing Utility Easement  
1472 W. McCormick Road  
Parcel ID No.: 32-21-28-0000-00-002**



 **Vacate Area**

 **Property**

**VICINITY MAP**





DOC # 20140303127 B: 10761 P: 3122  
06/19/2014 07:54 AM Page 1 of 2  
Rec Fee: \$18.50  
Deed Doc Tax: \$0.00  
Mortgage Doc Tax: \$0.00  
Intangible Tax: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
Ret To: SIMPLIFILE LC

# RELEASE OF EASEMENT

## COUNTY USE ONLY

WHEREAS, by instrument dated September 7, 1972, R.E. Marden and Cora Lee S. Marden did grant and convey unto FLORIDA POWER CORPORATION, a Florida corporation, (**Duke Energy Florida, Inc. d/b/a Duke Energy is the successor in interest to the original grantee and thereafter all references will be to Duke Energy**), a right-of-way easement subsequently recorded December 7, 1972 in O.R. Book 2321 at Page 308 Instrument No. 568817 of the Public Records of Orange County, Florida, covering the following-described lands in Orange County, Florida, to wit:

*The East 8 feet and the South 8 feet of the North 584 feet of the East 110 feet of the East ¼ of the NW ¼ of the NE ¼ (LESS the South 180 feet of the East 175 feet) of Section 32, Township 21 South, Range 28 East.*

and

WHEREAS, DUKE ENERGY has been requested to release the above-described right-of-way easement, and DUKE ENERGY is willing to release said easement;

NOW, THEREFORE, WITNESSETH, that DUKE ENERGY, for and in consideration of the sum of One Dollar and of other good and valuable considerations, receipt of which is hereby acknowledged, has released and discharged and by these presents does release and discharge all of the right, title, interest, claim and demand which said DUKE ENERGY, has under and by virtue of the above-described easement.

RELEASE

IN WITNESS WHEREOF, said DUKE ENERGY has caused this Release of Easement to be signed in its corporate name by its authorized representative, witnessed and attested, this 17 day of June, 2014.

WITNESSES:

DUKE ENERGY FLORIDA, INC.  
d/b/a DUKE ENERGY

Nick Brana

By: [Signature]  
Kris Tietig, Manager of Land Services

NICK BRANA  
Print Name

3300 Exchange Place  
Lake Mary, FL 32742



[Signature]

LINDA BAUER  
Print Name

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing document was acknowledged before me this 18<sup>th</sup> day of JUNE, 2014, by Kris Tietig, as Manager of Land Services of DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY, a Florida corporation, on behalf of the corporation who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.



[Signature]  
Notary Public  
LINDA R BAUER  
Print Name

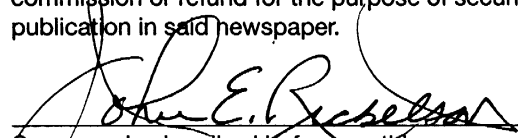
Serial Number:  
My Commission Expires:

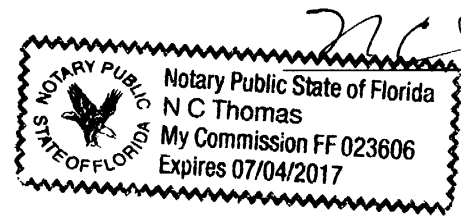
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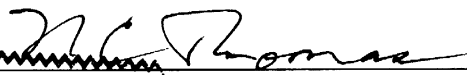
**PUBLISHER'S AFFIDAVIT OF PUBLICATION**  
STATE OF FLORIDA  
COUNTY OF ORANGE

Before the undersigned, personally appeared JOHN E. RICKETSON who is personally known to me and who on oath says he is PUBLISHER of **THE APOPKA CHIEF**, a weekly newspaper published at Apopka, in Orange County, Florida, that the attached copy of advertisement was published in said newspaper in the issues of: **August 15, 2014**, as well as being posted online at [www.theapokkachief.com](http://www.theapokkachief.com) and [www.floridapublicnotices.com](http://www.floridapublicnotices.com)

Affiant further says that the said **APOPKA CHIEF** is a newspaper published in said Orange County, Florida, and that said newspaper has heretofore been continuously published in said Orange County, Florida, each week and has been entered as periodical\* class mail matter (\*second class as renamed by USPS 7/1/96) at the post office in Apopka, in said Orange County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any discount, rebate commission or refund for the purpose of securing this advertisement for publication in said newspaper.

  
Sworn and subscribed before me this  
**15th day of August, 2014**, by John E. Ricketson,  
who is personally known to me.



  
N. C. THOMAS  
Notary Public, State of Florida  
My Commission FF 023606  
Expires July 04, 2017

**Public Notice**

**CITY OF APOPKA  
PUBLIC HEARING NOTICE**

The following ordinances will be read and considered for adoption at the City Council meeting in the Apopka City Hall Council Chambers on **Wednesday, September 3, 2014, at 1:30 p.m.**, or as soon thereafter as possible.

**ORDINANCE NO. 2373**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE III, TO ESTABLISH A SMALL LOT OVERLAY ZONING DISTRICT; PROVIDING FOR APPLICABILITY; DIRECTIONS TO THE CITY CLERK; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

**ORDINANCE NO. 2374**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF A UTILITY EASEMENT LOCATED AT 1472 WEST MCCORMICK ROAD; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

**ORDINANCE NO. 2375**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF THE DRAINAGE AND UTILITY EASEMENT LOCATED AT 1738 LUCKY PENNIE WAY; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

Interested parties may appear at this meeting and be heard with respect to the proposed ordinances. The proposed ordinances are available in the City Clerk's office or the Community Development Department for inspection.

Please be advised that, under State Law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance 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.

City of Apopka City Council  
Community Development Department

**August 15, 2014**  
**Publish: The Apopka Chief**

**149562**

**Backup material for agenda item:**

3. ORDINANCE NO. 2375 – THIRD READING & ADOPTION – VACATE - Susan VanAlstine - Vacating a Portion of a Drainage and Utility Easement - 1738 Lucky Pennie Way. [Ordinance No. 2375 meets the requirements for adoption having been advertised in The Apopka Chief on August 15, 2014.]



CITY OF APOPKA  
CITY COUNCIL

X PUBLIC HEARING  
   ANNEXATION  
   PLAT APPROVAL  
X OTHER: Ordinance

MEETING OF: September 3, 2014  
FROM: Community Development  
EXHIBITS: Vicinity Map  
          Legal Description  
          Ordinance No. 2375  
          Utility Release Letters

**SUBJECT:                   ORDINANCE NO. 2375 – SUSAN VAN ALSTINE - VACATING A PORTION OF A DRAINAGE AND UTILITY EASEMENT- 1738 LUCKY PENNIE WAY**

**Request:                   THIRD READING & ADOPTION OF ORDINANCE NO. 2375 - VACATING A PORTION OF A DRAINAGE AND UTILITY EASEMENT FOR SUSAN VAN ALSTINE.**

**SUMMARY:**

OWNER/APPLICANT:           Susan Van Alstine  
LOCATION:                     1738 Lucky Pennie Way  
LAND USE:                   Residential Medium (0-10 du/ac)  
ZONING:                      R-3  
EXISTING USE:                Single-Family Residence  
AREA TO BE VACATED:       30.84 +/- Sq. Ft.

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Land Use	Zoning	Present Use
North - City	Residential Medium (0-10 du/ac)	R-3	Single Family Residence
East - City	Residential Medium (0-10 du/ac)	R-3	Single Family Residence
South - City	Residential Medium (0-10 du/ac)	R-3	Single Family Residence
West - City	Residential Medium (0-10 du/ac)	R-3	Single Family Residence

**DISTRIBUTION:**

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

**ADDITIONAL COMMENTS:**

The applicant is seeking to vacate a one foot wide portion of land along the eastern boundary of the existing 7.5 foot wide drainage and utility easement located at the rear of 1738 Lucky Pennie Way. The portion of the easement that will be vacated is described in the Legal Description. Vacating this portion of the easement is necessary to accommodate the installation of a screen enclosure around an existing swimming pool on the property. A lift station tract owned by the City of Apopka abuts the rear property line. Vacating a portion of the drainage and utility easement will not affect any abutting property owners.

Public Services has evaluated the site and has agreed to the requested vacate as long as an easement is established that grants access to the utility area on the west side of the property. Additionally, the utility companies have been contacted and there are no objects to the request.

**PUBLIC HEARING SCHEDULE:**

August 6, 2014 - City Council - 1st Reading (1:30 p.m.)  
August 20, 2014 - City Council - 2nd Reading (8:00 p.m.)  
September 3, 2014 – City Council – 3<sup>rd</sup> Reading & Adoption (1:30 p.m.)

**DULY ADVERTISED:**

July 18, 2014 - Public Hearing Notice  
August 15, 2014 - Ordinance Heading Ad  
September 19, 2014 - Full Publication of Ordinance

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**RECOMMENDED ACTION:**

The **Development Review Committee** recommends approval of the request to vacate a portion of the existing drainage and utility easement as described in the legal description.

The **City Council**, at its meeting on August 6, 2014, accepted the First Reading of Ordinance No. 2375, and held it over for Second Reading on August 20, 2014.

The **City Council**, at its meeting on August 20, 2014, accepted the Second Reading of Ordinance No. 2375 and held over for Third Reading and Adoption on September 3, 2014.



Adopt Ordinance No. 2375.

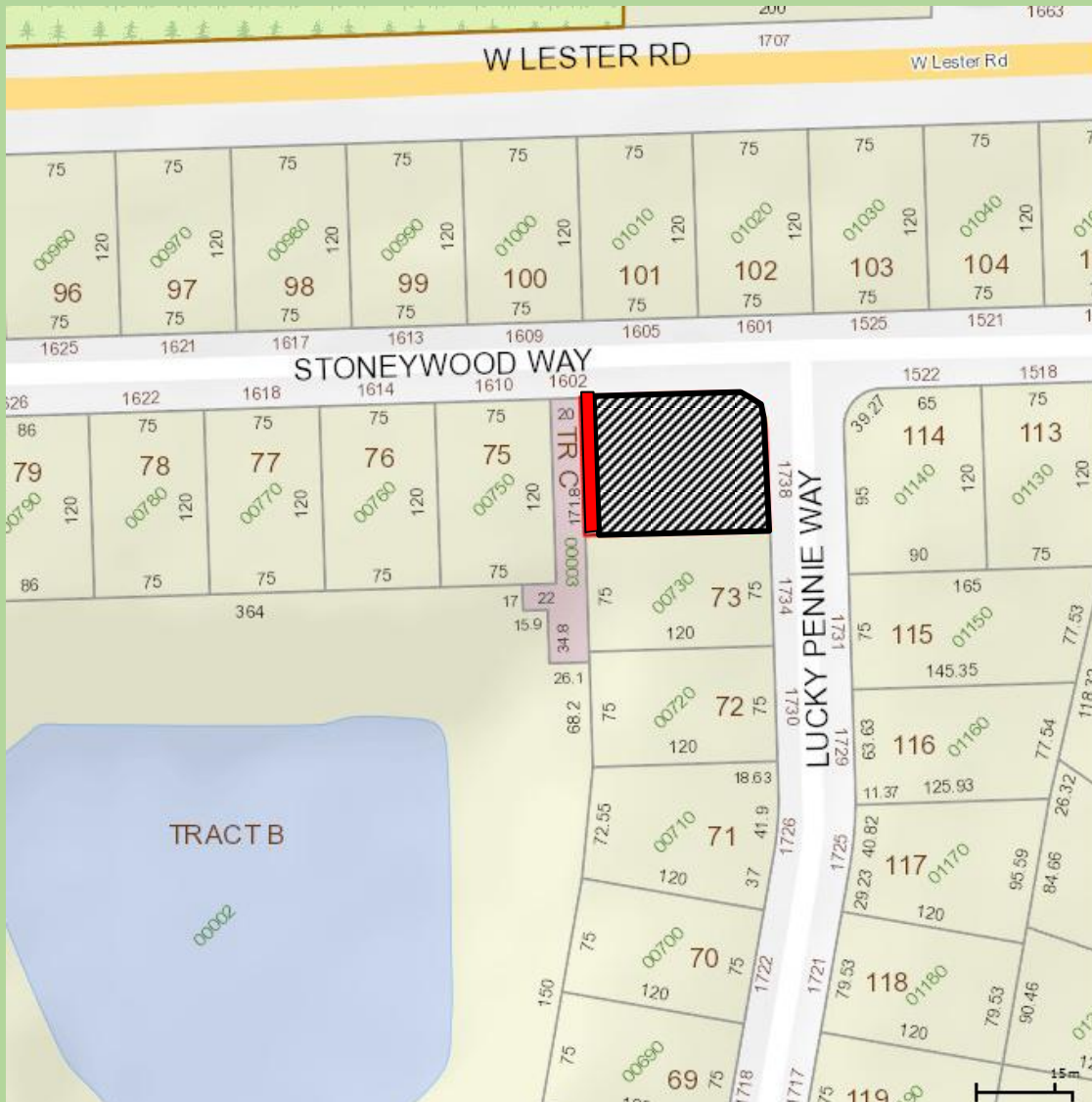


Susan VanAlstine  
Proposed Vacate of Existing Drainage and Utility Easement  
1738 Lucky Pennie Way  
Parcel ID: 32-20-28-7830-00-740

VICINITY MAP



-  Vacate Area
-  Property



**ORDINANCE NO. 2375**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF THE DRAINAGE AND UTILITY EASEMENT LOCATED AT 1738 LUCKY PENNIE WAY; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to provisions of Florida Statutes, Section 336.10, a Petition has been filed by Susan VanAlstine to vacate, abandon, discontinue, renounce and disclaim a portion of existing drainage and utility easement located at 1738 Lucky Pennie Way, as shown in Exhibit "A"; and

**WHEREAS**, CenturyLink (f/k/a Embarq), Bright House Network (f/k/a Time Warner Cable), Duke Energy (f/k/a Progress Energy), and Lake Apopka Natural Gas District have no objection to the abandonment of a portion of the existing utility easement; and

**WHEREAS**, the City Council has determined that under the proposed circumstances there exists no public need for this existing easement; and

**WHEREAS**, after public notice in accordance with Florida Statute 336.10, the City Council has determined that it is not contrary to public interest to vacate and abandon said existing easement.

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

**Section 1.** That the following lands, and graphically depicted by the attached Exhibit "A," shall be officially closed, discontinued, and vacated:

**Legal Description:**

A parcel of land being a portion of the 7.50 foot cable, drainage and utility easement, being a portion of lot 74, Stonewood Phase II, according to the plat thereof, as recorded in Plat Book 52, pages 26-29, Public Record of Orange County, Florida, Being more particularly described as follows: Commence at the Southwest corner of Lot 74, thence S 89 degrees 36' 44" E, along the South line of Lot 74, for a distance of 7.50 feet; thence N 00 degrees 23' 16" E, parallel with the West line of Lot 74 along the East line of the 7.50 foot easement, for a distance of 18.78 feet, to the point of beginning; thence, continue along the east line of the 7.50 foot easement, N 00 degrees 23' 16" E, for a distance of 30.82 feet; thence N 89 degrees 36' 44" W, for a distance of 1.00 feet; thence S 00 degrees 23' 16" W, parallel with the West line of Lot 74 for a distance of 30.82 feet; thence S 89 degrees 36' 44" for a distance of 1.00 feet, to the point of beginning.

Containing 30.82 Square Feet, More Or Less.

**ORDINANCE NO. 2375**  
**PAGE 2**

**Section II. NOTICE.** That notice of the adoption of this Ordinance be published and the Ordinance be filed with the Clerk of the Circuit Court of Orange County, Florida, and duly recorded among the Public Records of Orange County, Florida.

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

**Section IV. CONFLICT.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section V. EFFECTIVE DATE.** That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME: August 6, 2014  
READ SECOND TIME: August 20, 2014  
READ THIRD TIME  
AND ADOPTED: September 3, 2014

\_\_\_\_\_  
Joseph E. Kilsheimer, Mayor

ATTEST:

\_\_\_\_\_  
Janice G. Goebel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: July 18, 2014  
August 15, 2014

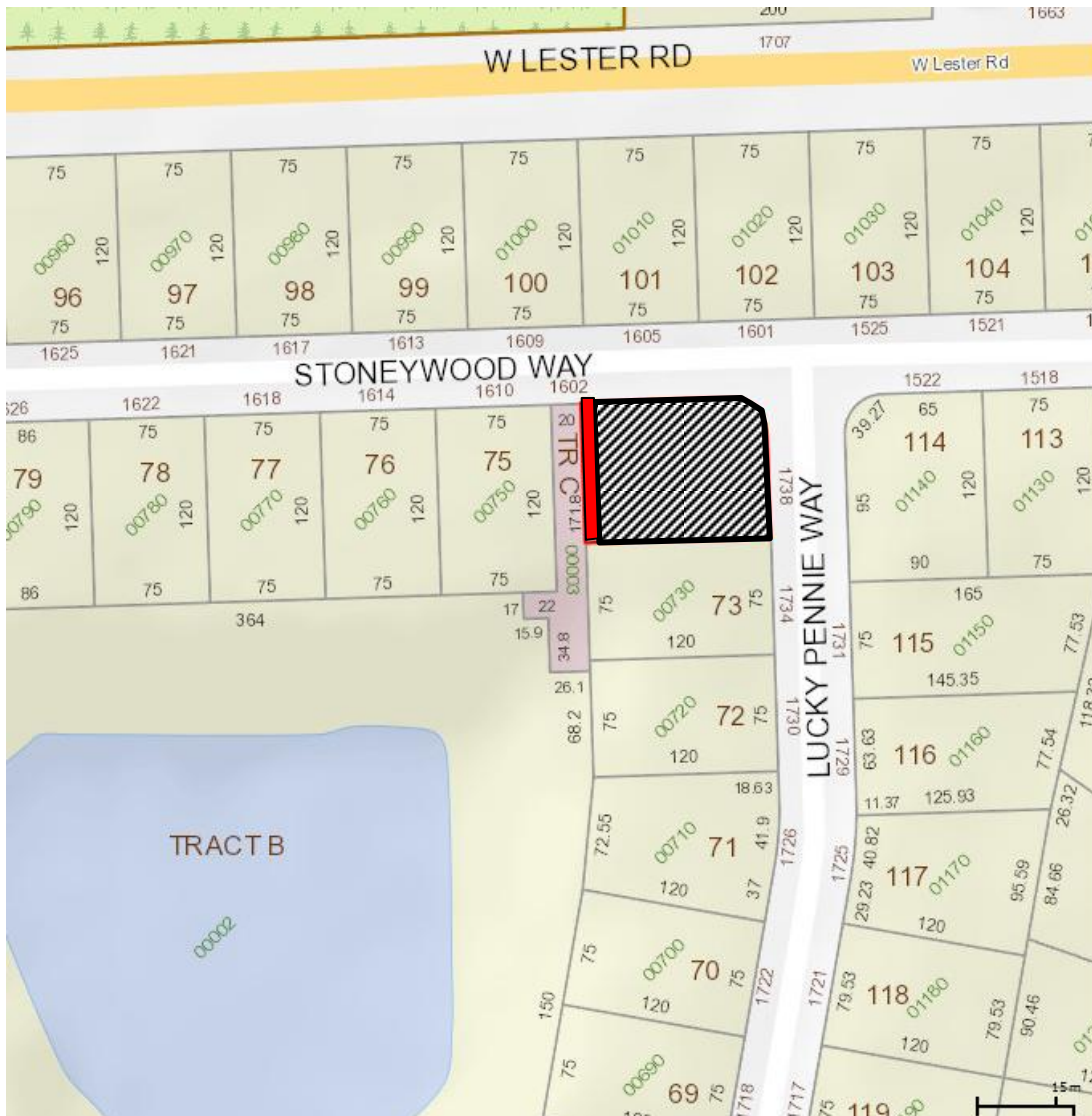
**ORDINANCE NO. 2375  
EXHIBIT "A"**

**Susan VanAlstine  
Proposed Vacate of Existing Drainage and Utility Easement  
1738 Lucky Pennie Way  
Parcel ID: 32-20-28-7830-00-740**

**VICINITY MAP**



-  Vacate Area
-  Property



**Fwd: RE: Release letter**

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**From:** Edith Torres <EdithTorres@Apopka.net>  
**To:** sva@sprintmail.com  
**Subject:** Fwd: RE: Release letter  
**Date:** May 29, 2014 3:19 PM

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FYI

>>> "Byrnes, David R" <david.r.byrnes@centurylink.com> 5/28/2014 3:45 PM >>>  
Edith,

We don't have any facilities in this easement so I have no objection to this request.

Thank You  
David Byrnes

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**From:** Edith Torres [mailto:EdithTorres@Apopka.net]  
**Sent:** Wednesday, May 28, 2014 8:14 AM  
**To:** Byrnes, David R  
**Cc:** Rogers Beckett; Pipkin, John S; sva@sprintmail.com  
**Subject:** Re: Release letter

Good morning Mr. Byrnes,

Please see attachment regarding the easement at 1738 Lucky Pennie Way.  
If you have any questions, please let me know.

Thank you.  
Edith Torres

Edith Torres  
Planning & Zoning Secretary  
City of Apopka  
120 E. Main Street  
P.O. Box 1229  
Apopka, Florida 32704-1229  
Phone: (407) 703-1739  
Fax: (407) 703-1791  
E-mail: [edithtorres@apopka.net](mailto:edithtorres@apopka.net) >>> "Byrnes, David R" <david.r.byrnes@centurylink.com> 5/28/2014 7:48 AM >>>  
Edith,

I didn't receive the attachment regarding the easement at 1738 Lucky Penne In. could you please send it to me so I have a copy.

Thanks  
*David Byrnes*  
*Engineer I*  
*(407)-814-5379 office*  
*(321)-695-3636 cell*

Construction Department  
3767 All American Blvd  
Orlando FL 32810



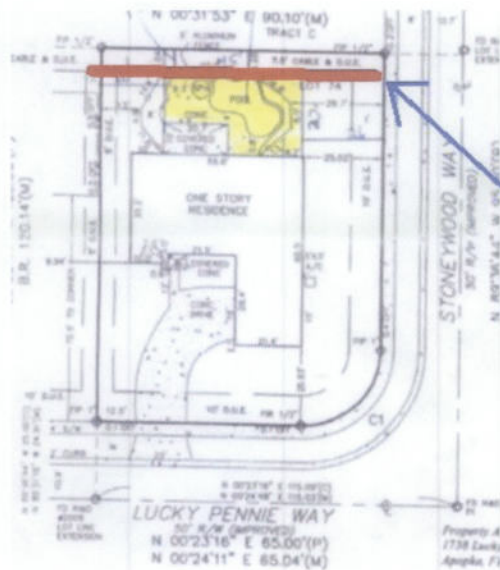
May 27, 2014

Susan Van Alstine  
1738 Lucky Pennie Way  
Apopka, FL 32712

Re: Request for Vacate of Easement for  
1738 Lucky Pennie Way – lot 74  
Stoneywood Ph 2 Plat book 52 page 26

Dear Mr. McDowell:

Bright House Networks has reviewed your request and has **no objections** to vacate the 2 ft of the rear 7.5 utility easement of lot 74 as recorded in Orange County FI plat book 52 page 62. and as shown below on this drawing.



Bright House  
Networks has no  
objection to  
vacate 2 ft of the  
7.5 utility  
easement

If you need and additional information, please contact me at my office 407-532-8511.

Sincerely,  
*Tracey Domostoy*

Tracey Domostoy  
Construction Supervisor  
Bright House Network

Cc: PJ King

May 27, 2014

Ms. Susan Van Alstine  
1738 Lucky Pennie Way  
Apopka, FL 32712

RE: Vacation of easement  
1738 Lucky Pennie Way

Dear Ms. Van Alstine:

As you requested, we have reviewed your request for encroachment and/or vacation of the utility easement on the above-referenced property. The Gas District has a buried pipeline along Lester Road but no facilities within your subdivision. Therefore, we have no objection to the proposed vacation of the easement.

Please feel free to contact us if we can be of further assistance.

Sincerely,

LAKE APOPKA NATURAL GAS DISTRICT



Richard W. Gullett  
Manager of Engineering & Field Services



May 23, 2014

Susan Van Alstine  
1738 Lucky Pennie Way  
Apopka, FL. 32712

**RE: - Request to Vacate a Platted Utility Easement on Lot 74, plat of "STONEWOOD PHASE II", according to the plat thereof, as recorded in Plat Book 52, Page 26, Public Records of Orange County, Florida.**

Dear Ms. Van Alstine

Please be advised that Duke Energy (formerly known as Progress Energy Florida, Inc & Florida Power Corporation) has "**NO OBJECTION**" to the vacation and abandonment of a portion of the 7.5 foot rear lot platted Utility Easement being more particularly described as:

***That certain East 1 foot of the platted 7.5 foot, rear lot Utility Easement, of Lot 74, plat of STONEYWOOD PHASE II, as recorded in Plat Book 52, Page 26, of the Public Records of Orange County Florida.***

This No Objection letter should be considered as approval from both Duke Energy's Transmission and Duke Energy's Distribution Departments.

If I can be of further assistance, please do not hesitate to contact me at [Nicholas.Brana@duke-energy.com](mailto:Nicholas.Brana@duke-energy.com) or by phone at (407) 942-9727.

Best regards,

Nick Brana,  
Land Rep, Land Services  
Florida – Right-of-Way

1171 East Twiliss Street Ste 200 Tampa FL 33607

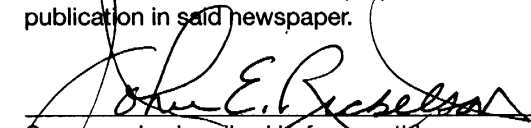
Bookkeeping Essentials

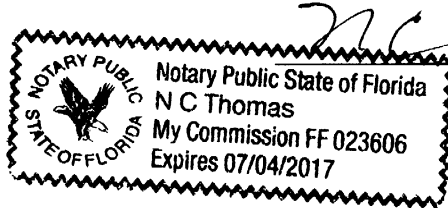


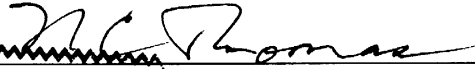
**PUBLISHER'S AFFIDAVIT OF PUBLICATION**  
STATE OF FLORIDA  
COUNTY OF ORANGE

Before the undersigned, personally appeared JOHN E. RICKETSON who is personally known to me and who on oath says he is PUBLISHER of **THE APOPKA CHIEF**, a weekly newspaper published at Apopka, in Orange County, Florida, that the attached copy of advertisement was published in said newspaper in the issues of: **August 15, 2014**, as well as being posted online at [www.theapokkachief.com](http://www.theapokkachief.com) and [www.floridapublicnotices.com](http://www.floridapublicnotices.com)

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Sworn and subscribed before me this  
**15th day of August, 2014**, by John E. Ricketson,  
who is personally known to me.



  
N. C. THOMAS  
Notary Public, State of Florida  
My Commission FF 023606  
Expires July 04, 2017

**Public Notice**

**CITY OF APOPKA  
PUBLIC HEARING NOTICE**

The following ordinances will be read and considered for adoption at the City Council meeting in the Apopka City Hall Council Chambers on **Wednesday, September 3, 2014, at 1:30 p.m.**, or as soon thereafter as possible.

**ORDINANCE NO. 2373**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE APOPKA CODE OF ORDINANCES, PART III, LAND DEVELOPMENT CODE, ARTICLE III, TO ESTABLISH A SMALL LOT OVERLAY ZONING DISTRICT; PROVIDING FOR APPLICABILITY; DIRECTIONS TO THE CITY CLERK; SEVERABILITY; CONFLICTS; AND AN EFFECTIVE DATE.**

**ORDINANCE NO. 2374**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF A UTILITY EASEMENT LOCATED AT 1472 WEST MCCORMICK ROAD; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

**ORDINANCE NO. 2375**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF THE DRAINAGE AND UTILITY EASEMENT LOCATED AT 1738 LUCKY PENNIE WAY; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

Interested parties may appear at this meeting and be heard with respect to the proposed ordinances. The proposed ordinances are available in the City Clerk's office or the Community Development Department for inspection.

Please be advised that, under State Law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance 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.

City of Apopka City Council  
Community Development Department

**August 15, 2014**  
**Publish: The Apopka Chief**

**149562**

**Backup material for agenda item:**

4. ORDINANCE NO. 2376 – THIRD READING & ADOPTION – The City of Apopka Code of Ordinances, Chapter 6 - Alcoholic Beverages – Amending certain sections to allow for extended hours of sale of alcoholic beverages; for possession on roadways, alleys and public right-of-ways; for possession within city parks for certain events; and hold over for Third Reading and Adoption. [Ordinance No. 2376 meets the requirements for adoption having been advertised in the Orlando Sentinel on August 24, 2014.]



# CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA  
 PUBLIC HEARING  
 SPECIAL REPORTS  
 OTHER: Ordinance

MEETING OF: September 3, 2014  
FROM: Administration  
EXHIBITS: Ordinance No. 2376

**SUBJECT:**           **ORDINANCE NO. 2376 – AMENDING THE CITY OF APOPKA CODE OF ORDINANCES, CHAPTER 6 – ALCOHOLIC BEVERAGES**

**Request:**           **THIRD READING & ADOPTION OF ORDINANCE NO. 2376 – AMENDING THE CITY OF APOPKA CODE OF ORDINANCE, CHAPTER 6 - "ALCOHOLIC BEVERAGES" OF THE CODE OF ORDINANCES TO ALLOW FOR EXTENDED HOURS OF SALE OF ALCOHOLIC BEVERAGES; FOR POSSESSION ON ROADWAYS, ALLEYS AND PUBLIC RIGHT-OF-WAYS; FOR POSSESSION WITHIN CITY PARKS FOR CERTAIN EVENTS.**

**SUMMARY:**

In response to a community forum held by Mayor Kilsheimer on June 24, 2014, and after concerns raised by the local Ministerial Association, City staff worked out a compromise which permits for Sunday packaged alcohol sales (off premise sales) while also working to strengthen our current ordinance in dealing with open container violations when the Police Department comes into contact with violators.

**PUBLIC HEARING SCHEDULE:**

August 6, 2014 - City Council (1:30 pm) - 1st Reading  
August 20, 2014 – City Council (8:00 pm) - 2nd Reading  
September 3, 2014 – City Council (1:30 pm) – 3rd Reading & Adoption

**DULY ADVERTISED:**

August 8, 2013 – Public Notice and Notification  
August 24, 2014 – Ordinance Heading Ad

**FUNDING SOURCE:** N/A

**RECOMMENDATION**

The **City Council**, at its meeting on August 6, 2014, accepted the First Reading of Ordinance No. 2376 and held it over for Second Reading on August 20, 2014.

The **City Council**, at its meeting on August 20, 2014, accepted the Second Reading of Ordinance 2376 and held it over for Third Reading and Adoption on September 3, 2014.

Adopt Ordinance No. 2376.

**DISTRIBUTION**

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

**ORDINANCE NO. 2376**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA,;  
AMENDING CERTAIN SECTIONS OF CHAPTER 6,  
“ALCOHOLIC BEVERAGES” OF THE CODE OF  
ORDINANCES OF THE CITY OF APOPKA, TO ALLOW  
FOR EXTENDED HOURS OF SALE OF ALCOHOLIC  
BEVERAGES; FOR POSSESSION ON ROADWAYS,  
ALLEYS AND PUBLIC RIGHT-OF-WAYS; FOR  
POSSESSION IN PARKING AREAS AND LOTS; FOR  
POSSESSION WITHIN CITY PARKS FOR CERTAIN  
EVENTS; AND PROVIDING FOR CONFLICTS,  
SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 6, City of Apopka Code of Ordinances, Florida, prohibits the sale of alcoholic beverages during certain hours; and

**WHEREAS**, the City Council of the City of Apopka, Florida, wishes to allow extended hours of sale of alcoholic beverages as determined by the Apopka City Council; and

**WHEREAS**, the City Council of the City of Apopka, Florida, hereby ascertains, finds, determines and declares that:

- (a) Pursuant to Florida Constitution, Article VII Section 2(b), Section 166.021 and 166.041, Florida Statutes, the City Charter, the City Council has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law. Such powers may be exercised by the enactment of city ordinances.
- (b) The City Council may exercise all governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law. The City Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in Section 166.021(3)(a), (b) and (c). The subject matter described in Section 166.021(3)(a), (b) and (c), is not relevant to the imposition of special assessments related to the provision of nuisance service by the City.

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

**SECTION 1.** That Chapter 6 of the Code of Ordinances of the City of Apopka, Florida, is hereby amended.

**Sec. 6-1. Jurisdiction and scope; rules of evidence; penalty.**

- (a) Pursuant to the City of Apopka Charter, Section 1.03, this chapter shall apply and be effective within the corporate municipal limits of the City of Apopka, Florida.
- (b) Violations of any of the provisions of this chapter shall be punished as provided in the Apopka Municipal Code of Ordinances, Chapter 1, Section 1-14.

- (c) In accordance with Florida State Statute 562.47, "Rules of evidence; Beverage Law," as may be amended from time to time by the Florida Legislature.
- (1) Proof that the liquor in question was and is known as whiskey, moonshine whiskey, shine, rum, gin, or brandy or by another similar name or names shall be prima facie evidence that such liquor is intoxicating and contains more than 4.007 percent of alcohol by volume and that same is intoxicating.
  - (2) Proof that the beverage in question was contained in a container labeled as "beer," "ale," "malt liquor," "malt beverage," "wine," or "distilled spirits" or with other similar name; and which bears the manufacturer's insignia, name, or trademark is prima facie evidence that such beverage is an alcoholic beverage as defined in s. 561.01.
  - (3) Any person or persons who by experience in the past in the handling or use of intoxicating liquors, or who by taste, smell, or the drinking of such liquors has knowledge as to the intoxicating nature thereof, may testify as to his or her opinion whether such beverage or liquor is or is not intoxicating, and a verdict based upon such testimony shall be valid.

#### Sec. 6-12 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. As used in this chapter, the terms "beverages," "beer" and "wine" shall have the meanings assigned to them by the state alcoholic beverage law. If a classification or definition is not clearly contained within this chapter, then the classification and definitions as contained in F.S. chs. 561, 562, 563, 564 and 565, as may be amended from time to time, are hereby adopted as classifications and definitions for this article.

*Alcoholic beverages* means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume. The percentage of alcohol by volume shall be determined by measuring the volume of the standard ethyl alcohol in the beverage and comparing it with the volume of the remainder of the ingredients as though the remainder of the ingredients were distilled water.

*Bar and lounge* mean any place of business where wine, beer or alcoholic beverages are sold or offered for sale for consumption on the premises, and where the sale of food is incidental to the sale of such beverages, or where no food is sold, and includes any establishment in receipt of a valid alcoholic beverage license from the state which permits the sale for consumption on the premises of intoxicating liquors as a principal use. Establishments where beer or wine or both are permitted for consumption on the premises as an incidental or accessory use are not considered a bar.

*Bottle club* means any business establishment to which patrons bring with them alcoholic beverages to be consumed on the business premises, and where such business is not licensed to sell alcoholic beverages. Bottle clubs are prohibited in the city.

*Church* means an edifice designed or arranged for religious services, on land held in fee or on lease by an organized group, which group utilizes such edifice for regularly scheduled ongoing religious services, including but not limited to associated accessory uses.

*Commercial amusement* means an establishment within an enclosed building or structure whose primary function is to provide profit-oriented entertainment and amusement by being engaged in the commercial operation of sports and recreational services. This definition includes but is not limited to bona fide bowling alleys, skating rinks, indoor theaters and that portion of golf club facilities wherein patrons are served food and beverages.

*Consumption off the premises* means the selling of beer, wine or alcoholic beverages in the original unbroken containers, to be taken by the purchaser off the premises where sold before being consumed.

*Consumption on the premises* means consumption of all beers, wines or alcoholic beverages of any kind, or the right to sell by the drink, bottle or can such beverages for consumption, only on the licensed premises where purchased.

*Full-course meal.* A bona fide full-course meal must consist of a salad or vegetable, entree, beverage and bread, all prepared on the premises. Fast food, sandwiches, frozen foods or any other services are not considered full-course meals.

*Government property* means a site for the housing of any department, commission, independent agency or instrumentality of the federal, state, county or city government or any other governmental unit.

*Liquor, distilled spirits, spirituous liquors, spirituous beverages and distilled spirituous liquors* mean that substance known as ethyl alcohol, ethanol or spirits of wine in any form, including all dilutions and mixtures thereof from whatever source or by whatever process produced.

*Nonprofit private club* means a fraternal benefit society, whether incorporated or not, conducted solely for the benefit of its members and their beneficiaries and not for profit, operated on a lodge system with ritualistic form of work, having a representative form of government, and which makes provision for the payment of benefits in accordance with state law.

*Package store* means vendors licensed to sell all alcoholic beverages, but in sealed containers only, and for consumption off the premises. The sealed package must not be broken and the contents must not be consumed in or on the premises under a package store license.

*Public parks* means facilities maintained for the use of the public, including but not limited to playgrounds, athletic fields or other facilities for outdoor recreation use.

*Restaurant* means a business advertised and held out to the public to be a place where full-course meals are prepared, in a full service kitchen with a commercial stove, refrigerator and oven, and served on a regular basis from a prepared menu, which facility

provides seating for at least ~~twenty-five~~ 50 (25) patrons with standard height dining room tables or booths of adequate size to accommodate the service of full-course meals in accordance with the number of chairs found at the table, with such seating exclusive of seating at bars, counters or cocktail tables. The primary operation of the restaurant shall be for the serving of full-course meals. As required in the state alcoholic beverage and cigarette laws, a restaurant must derive at least 51 percent of its gross revenue from the sale of food and nonalcoholic beverages. Records provided to the state shall be provided to the city, upon written request, for determination of percentage requirements. No person shall attempt to circumvent the intent of this subsection by an artifice or scheme, such as the serving of stock meals. The term "stock meals" as used in this subsection, includes but is not limited to the serving of cold plates, snacks, hors d'oeuvres, microwave oven heated foods or previously prepared sandwiches.

*Sale* and *sell* mean any transfer of an alcoholic beverage for a consideration, any gift of an alcoholic beverage in connection with or as a part of a transfer of property other than an alcoholic beverage for a consideration, or the serving of an alcoholic beverage by a club licensed under the beverage law.

*School* means a facility used for education or instruction in any branch of knowledge, public or private, including the following: preschool, elementary, middle and high schools, colleges, community colleges and universities. The term "school" shall also include properly licensed day nurseries and other child care centers.

*Vendor* includes all persons selling, keeping with the intention of selling or dealing in the beverages defined in this section.

**Sec. 6-23. Possession or consumption in public place.**

~~(1) — Except as provided in subsection (b) of this section, it is unlawful for any person to consume alcoholic beverages or carry in any cup, glass, can or other open or unsealed container any alcoholic beverage or any mixture containing an alcoholic beverage in any public park or governmental property or on the public right of way, inclusive of streets, sidewalks or alleys, within the city.~~

~~(2) — It is unlawful for any person to consume alcoholic beverages or carry in any cup, glass, can or other open or unsealed container any alcoholic beverage or any mixture containing an alcoholic beverage in or upon any parking area open to public use, or in or upon any private property without the consent of the owner, tenant or other person lawfully in possession of said property.~~

~~(3) — It is unlawful for any person to consume alcoholic beverages or carry in cup, glass, can or other open or unsealed container any alcoholic beverage or any mixture containing an alcoholic beverage while such person is in or on any vehicle which is located in or upon any parking area open to public use, or in or upon any private property or in any public park or governmental property or on the public right of way, inclusive of streets, sidewalks or alleys.~~

~~(b) — *Permit for special events.* The chief of police may issue a permit for the carrying or consumption of alcoholic beverages in any public park or governmental property or on the public right of way, inclusive of streets, sidewalks or alleys, within the city, during and at gatherings held by fraternal, benevolent, charitable, eleemosynary, philanthropic, altruistic, civic, community, veteran or religious~~

~~organizations or other organizations of like or similar nature, subject to such terms and conditions as the city council may impose for the protection of health, safety and welfare of the public. The chief of police shall issue a permit only if the public health, safety and welfare will not be endangered thereby.~~

~~(e) *Defenses.* No arrest shall be made for a violation of subsection (a) of this section if at the time of the suspected violation the person displays written proof that he is a licensed alcoholic beverage salesman or agent or displays a valid permit as required in subsection (b) of this section issued by the city. It shall be a defense to the charge of carrying an alcoholic beverage that the person was a licensed alcoholic beverage salesman or agent at the time of arrest, if the person produces written proof thereof at or before the time of trial. It shall be a defense to the charge of carrying or consumption of an alcoholic beverage if at the time of trial the person produces a permit as required under subsection (b) of this section by the city, which permit was valid and in effect at the time of arrest.~~

**(a) Prohibition on streets, sidewalks, alleys, etc.; exceptions.**

- (1) It is unlawful for any person to purchase, use, offer for sale, possess, consume, or carry in any cup, glass, can, or other open or unsealed container, any alcoholic beverage or any mixture containing an alcoholic beverage in any public park or governmental property or on the public right-of-way, inclusive of streets, sidewalks or alleys, within the Municipal Corporate Limits of the City of Apopka, Florida.
- (2) It is unlawful for any person to consume alcoholic beverages or carry in any cup, glass, can or other open or unsealed container any alcoholic beverage or any mixture containing an alcoholic beverage in or upon any parking area open to public use, or in or upon any private property without the consent of the owner, tenant or other person lawfully in possession of said property.
- (3) It is unlawful for any person to consume alcoholic beverages or carry in any cup, glass, can or other open or unsealed container any alcoholic beverage or any mixture containing an alcoholic beverage while such person is in or on any vehicle which is located in or upon any parking area open to public use, or in or upon any private property without consent of the owner or in any public park or governmental property or on the public right-of-way, inclusive of streets, sidewalks or alleys.

(a) This section shall not apply to:

1. A passenger of a vehicle in which the driver is operating the vehicle pursuant to a contract to provide transportation for passengers and such driver holds a valid commercial driver's license with a passenger endorsement issued in accordance with the requirements of Florida State Statutes Chapter 322;
2. A passenger of a bus in which the driver holds a valid commercial driver's license with a passenger endorsement issued in accordance with the requirements of Florida State Statutes Chapter 322; or
3. A passenger of a self-contained motor home which is in excess of 21 feet in length.



- (4) The City Council may permit consumption and carrying of alcoholic beverages on streets, sidewalks, alleys and right-of-way within the Municipal Corporate Limits of the City of Apopka, Florida and on city-owned property during and at events or programs held by any individual, corporation, association, or organization, subject to such terms and conditions as the City Council may impose for the protection of the public health, safety and welfare.
- (5) Any individual, corporation, association, or organization which has received permission from the City Council to engage in a public or private event is further authorized to provide alcoholic beverages for consumption at the particular event or program, given such authorization is expressly approved by City Council, and subject to all other requirements of law.

**(b) Consumption in parking areas, lots, etc., outside licensed premises prohibited; vendor's responsibilities.**

- (a) It is unlawful for any vendor or for any agent, servant or employee of such vendor, to permit the consumption of any alcoholic beverages in or upon other area outside of the building or, room mentioned in the vendor's license certificate as the address thereof, when any part of such parking or area is adjacent to the building or premises in which the business is operated, and when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such licensed vendor or by any agent, servant or employee of such licensed vendor.
- (b) A licensed vendor shall post and maintain a legible painted or printed sign in at least two (2) separate prominent places on such parking or other area, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters not less than three (3) inches in height, stating "WARNING: Drinking Alcoholic Beverages on this Lot Prohibited—\$500.00 Fine and/or 60 days in Jail—City Ordinance." Posting of such signs shall constitute prima facie evidence that such vendor is not operating in violation of subsection (a) of this section.
- (c) If any licensed vendor mentioned in this section is a corporation, then the officers of such corporation shall be regarded as the owners thereof for the purposes of enforcement of this section.

**Sec. 6-34. Consumption in vehicle.**

It is unlawful for any person to consume any alcoholic beverage, or any mixture containing an alcoholic beverage, on the streets, sidewalks or alleys within the city, while such person is an operator or passenger in or on any vehicle, whether moving or stopped, and such consumption is open to public view.

**Sec. 6-45. Possession or consumption on golf course or in golf cart.**

Section 6-3 shall not be applicable to any person while on a golf course, or in a golf cart while going to and from a clubhouse or villa or from hole to hole on the golf course, unless the golf cart is being operated on a public right-of-way.

**Sec. 6-56. Permitting consumption in areas adjacent to vendor's premises; permitting open containers to be taken from premises.**

- (a) It is unlawful for any vendor, or for any agent, servant or employee of such vendor, to permit the consumption of any alcoholic beverages in or upon any parking or other area outside of the vendor's building or room if such parking or other area is adjacent to the building or premises in which the business licensed is operated, when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such licensed vendor or any agent, servant or employee of such licensed vendor.
- (b) A licensed vendor may post and maintain a legible painted or printed sign in at least two separate prominent places on such parking or other area, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters not less than three inches in height, stating the following: "WARNING: Drinking Alcoholic Beverages on this Lot Prohibited—\$500.00 Fine and/or 60 days in Jail—City Ordinance." Posting of such signs shall constitute prima facie evidence that such vendor is not operating in violation of subsection (a) of this section.
- (c) If any licensed vendor mentioned in this section is a corporation, then the officers of such corporation shall be regarded as the owners thereof for the purposes of enforcement of this section.
- (d) It is unlawful for any vendor, or his agents or employees, licensed to sell beer, wine, liquor or other alcoholic beverages within the city, to knowingly allow any person to take from the licensed premises any opened beer, wine, liquor or other alcoholic beverage container, or to knowingly allow any person to take from the licensed premises any glass or other opened or unsealed container containing an alcoholic beverage or any mixture containing an alcoholic beverage.
- (e) Violation of this section shall be prosecuted and punished in the manner provided by general law.

**Sec. 6-67. Location of sales.**

- (a) Location restrictions for sale of alcoholic beverages are as follows:
  - (1) The provisions of this subsection (a) shall not apply to supermarkets, convenience stores, drugstores or similar establishments which sell alcoholic beverages in-house or as an accessory use, in sealed containers, for consumption off the premises.
  - (2) No person shall sell any intoxicating beverage within 750 feet of any established church, school, government property or building, or public park.
  - (3) Bars and lounges and any establishment for consumption on the premises or package stores licensed by the city, county or state must be at least 750 feet apart. This subsection does not govern restaurants serving the public

with a full service kitchen providing full-course meals. This subsection shall not apply if one or both of the two establishments is:

- a. An establishment incidental to and within a portion of a building used for a bona fide restaurant.
  - b. An establishment incidental to and within a building used as a hotel or motel with at least 50 rental sleeping rooms. Such incidental use must follow the restaurant requirements as defined in section 6-1.
  - c. An establishment incidental to and within a bona fide nonprofit private club where only members and their guests are served or sold alcoholic beverages.
- (4) If the proposed establishment is to be located within a shopping center or group of commercial stores within a single structure, the required distances shall be measured from the primary entrance of that proposed establishment rather than the nearest wall of the building or structure in which alcoholic beverages are to be sold or consumed.
- (5) The distance between establishments for the sale or consumption of alcoholic beverages and churches, schools, government property or buildings and public parks, regardless of jurisdictional boundaries, shall be determined with a certified survey from a land surveyor registered in the state. The survey shall be provided by the applicant when distance clarification is required, at the discretion of the community development department. The survey shall indicate the distance between any such uses or properties. The survey shall indicate the shortest distance, as measured by following a straight line from the nearest property line in which the alcoholic beverages are sold or consumed to the nearest point of the other property line or other use. In cases where there are no churches, schools, public property or public parks or existing alcoholic beverage establishments within 750 feet, the survey shall so certify.
- (b) In order to qualify for the exemptions and modifications provided for separation of alcoholic beverage establishments in subsection (a) of this section, the establishments in hotels or motels, restaurants, nonprofit private clubs and commercial amusements shall not display any bar, cocktail, beer, wine, liquor or similar alcoholic beverage sign visible from any exterior areas or interior areas within five feet of any windows or doors which are visible from the exterior of the building.
- (c) Where an establishment for the sale or consumption of alcoholic beverages is located in conformity with the provisions of this section, the subsequent location of a church, school, government property or public park in the proximity of such existing establishment shall not be construed to cause such establishment to be in violation of this chapter, provided the establishment maintains a current occupational license.

**Sec. 6-78. Existing establishments.**

- (a) The provisions of this chapter shall not be construed to be retroactive, and any existing establishment for the sale of alcoholic beverages which conforms to the regulations in effect when such establishment was established shall not be rendered illegal or in violation through the adoption of these regulations. If any nonconforming or grandfathered use ceases operation, for any reason, for a period of more than 180 days, the nonconforming or grandfathered use shall be deemed abandoned and shall not thereafter be permitted to continue.
- (b) As of the adoption of the ordinance from which this chapter is derived, existing establishments for off-premises sales or on-premises consumption for restaurants that are conforming uses which sell alcoholic beverages, and subsequently close, may reopen within a 24-month period, regardless if another new establishment opens within 750 feet, according to this chapter. An extension beyond the initial 24 months may only be applied for, in writing, to the city council, prior to the expiration of the 24-month period.

**Sec. 6-89. Hours of sale; closing hours.**

- ~~(a) Hours of sale and closing hours for establishments selling alcoholic beverages for on-premises consumption, except as provided in subsection (b) of this section, are as follows:
  - ~~(1) Monday through Saturday: Such establishments may sell alcoholic beverages between 7:00 a.m. and 11:30 p.m. Such establishments may be open until 12:00 midnight, but shall not sell alcoholic beverages after 11:30 p.m.~~
  - ~~(2) Sunday: No sale or serving of alcoholic beverages is permitted on Sunday.~~
  - ~~(3) New Year's Eve: Such establishments may sell alcoholic beverages between 7:00 a.m. and 12:30 a.m. Such establishments may be open until 1:00 a.m., but shall not sell alcoholic beverages after 12:30 a.m.~~
  - ~~(4) New Year's Day occurring on Monday through Saturday: Such establishments may sell alcoholic beverages between 7:00 a.m. and 11:30 p.m.~~
  - ~~(5) New Year's Day occurring on Sunday: No sale of alcoholic beverages is permitted after 12:30 a.m. Such establishments may be open until 1:00 a.m., but shall not sell alcoholic beverages after 12:30 a.m.~~
  - ~~(6) Christmas Day: Such establishments may be open, but shall not sell alcoholic beverages.~~~~
- ~~(b) Hours of sale and closing hours for restaurants serving alcoholic beverages for on-premises consumption are as follows:
  - ~~(1) Monday through Saturday: Such establishments may be open and may sell alcoholic beverages between 7:00 a.m. and 1:00 a.m.~~
  - ~~(2) Sunday: Such establishments may be open and may sell alcoholic beverages between 12:00 noon and 12:00 midnight.~~
  - ~~(3) New Year's Eve: Such establishments may be open and may sell alcoholic beverages between 7:00 a.m. and 1:00 a.m.~~
  - ~~(4) New Year's Day occurring on Monday through Saturday: Such establishments may be open and may sell alcoholic beverages between 7:00 a.m. and 1:00 a.m.~~
  - ~~(5) New Year's Day occurring on Sunday: Such establishments may be open and may sell alcoholic beverages between 12:00 noon and 1:00 a.m.~~~~

~~(6) Christmas Day: Such establishments may be open and may sell alcoholic beverages between 12:00 noon and 12:00 midnight.~~

~~(c) Hours of sale and closing hours for establishments licensed for off-premises sales are as follows:~~

~~(1) Monday through Saturday: Such establishments may sell alcoholic beverages between 7:00 a.m. and 12:00 midnight.~~

~~(2) Sunday: Such establishments may be open, but shall not sell alcoholic beverages.~~

~~(3) New Year's Eve: Such establishments may sell alcoholic beverages between 7:00 a.m. and 1:00 a.m.~~

~~(4) New Year's Day occurring on Monday through Saturday: Such establishments may sell alcoholic beverages between 7:00 a.m. and 12:00 midnight.~~

~~(5) New Year's Day occurring on Sunday: Such establishments may sell alcoholic beverages between 7:00 a.m. and 1:00 a.m.~~

~~(6) Christmas Day: Such establishments may be open but shall not sell alcoholic beverages.~~

**(a) On-premises; hours of operation.**

(1) Alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed, in any place holding a license under the Division of Alcoholic Beverages and Tobacco, State Department of Business and Professional Regulations, which license permits the consumption of beverages on the premises of the licensee, only between the hours of 9:00 a.m. and 12:00 a.m. (midnight), each day of the week, except Sunday whereas the hours shall be 12:00 p.m. (noon) through 12:00 a.m. (midnight), alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed, in any place holding a license under the Division of Alcoholic Beverages and Tobacco, State Department of Business and Professional Regulation, which license permits the consumption of alcoholic beverages on the premises of the licensee, between the hours of 9:00 a.m. on December 31, and such hours of operation to sell alcoholic beverages by any establishment licensed to sell alcoholic beverages, are extended from 12:00 a.m. (midnight) to 3:00 a.m. of the following day.

(2) Any established and open business annexed into the city after the effective date of this ordinance may continue to operate under the rules and ordinances in place under the jurisdiction annexed from until such time the business use is changed, sold, or transferred.

**(b) Package sale, off premises.**

(1) Alcoholic beverages may be sold in any place holding a license under the Division of Beverage and Tobacco, State Department of Business Regulation, which license permits package sale of alcoholic beverages by the licensee for consumption off the premises of the licensee, only between the hours of 9:00 a.m. and 12:00 a.m. (midnight) of the following day, each day of the week, except Sunday whereas the hours shall be 12:00 p.m. (noon) through 12:00 a.m. (midnight). Alcoholic beverages

may be sold in any place holding a license under the Division of Beverage, State Department of Business Regulation, which license permits package sale of alcoholic beverages by the licensee for consumption off the premises of the licensee between the hours of 9:00 a.m. on December 31, and such hours of operation to sell alcoholic beverages by any establishment licensed to sell alcoholic beverages, are extended from 12:00 a.m. (midnight) to 3:00 a.m. of the following day.

- (2) Any established and open business annexed into the city after the effective date of this ordinance may continue to operate under the rules and ordinances in place under the jurisdiction annexed from until such time the business use is changed, sold, or transferred.

**Sec. 6-910. Bottle clubs.**

- (a) It shall be unlawful for a person to operate a business within the corporate limits of the city for the purpose of operating a bottle club.
- (b) It shall be unlawful for any person to violate the provisions of this section, and upon conviction such person shall be guilty of an offense. In addition, the city council may, when it deems it to be in the public interest, and following a public hearing, rescind any occupational license issued by the city to any person convicted of a violation of this section, or of any business entity whose agent is convicted of violating this section while acting within the scope of his employment.

**Sec. 6-1011. Forfeiture of vehicles used for illegal transportation.**

Any vehicle, vessel, aircraft or animal used in the transportation or removal of, or for the deposit or concealment of, any illicit liquor still or stilling apparatus or any mash, wort, wash or other fermented liquids capable of being distilled or manufactured into an alcoholic beverage containing more than one percent of alcohol by weight, or any alcoholic beverage commonly known and referred to as moonshine whiskey, where seized by a municipal police officer within the corporate limits of the city, shall be forfeited as provided for by state law.

\* \* \* \*

**SECTION 2.** It is the intention of the City Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Apopka; and the City Clerk is directed to take the necessary steps to effect codification into the Code, and Sections of this ordinance may be numbered or renumbered or lettered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such codification. Typographical errors which do not affect the intent may be authorized by the Mayor, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

**SECTION 3.** That nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 4. CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5. SEVERABILITY.** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 6. EFFECTIVE DATE.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately upon its passage and adoption.

READ FIRST TIME: August 6, 2014  
READ SECOND TIME: August 20, 2014  
READ THIRD TIME  
AND ADOPTED: September 3, 2014

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Joseph E. Kilsheimer, Mayor

ATTEST:

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Janice G. Goebel, City Clerk

APPROVED as to form and legality for use and reliance by the City of Apopka, Florida.

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Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: July 18, 2014  
August 24, 2014

# Floridapublicnotices.com

**Orlando Sentinel**

Aug. 24, 2014

Miscellaneous Notices

CITY OF APOPKA NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF PROPOSED ORDINANCE NOTICE IS HEREBY GIVEN by the City of Apopka, Florida, that the City Council will hold a public hearing at a regular City Council meeting at the Apopka City Hall Council Chambers, 120 E. Main Street, Apopka, Florida, on Wednesday, September 3, 2014, at 1:30 p.m., or as soon thereafter as possible, to consider the adoption of: ORDINANCE NO. 2376 AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING CERTAIN SECTIONS OF CHAPTER 6, "ALCOHOLIC BEVERAGES" OF THE CODE OF ORDINANCES OF THE CITY OF APOPKA, TO ALLOW FOR EXTENDED HOURS OF SALE OF ALCOHOLIC BEVERAGES; FOR POSSESSION ON ROADWAYS, ALLEYS AND PUBLIC RIGHT-OF-WAYS; FOR POSSESSION IN PARKING AREAS AND LOTS; FOR POSSESSION WITHIN CITY PARKS; FOR CERTAIN EVENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. Please be advised, under State Law, if you decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, you will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Apopka does not provide a verbatim record. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's office (407-703-1704) five days in advance of the meeting. The proposed ordinance is on file with the Clerk of the City at the City Clerk's office, City Hall, 120 E. Main Street, Apopka, Florida, and may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Dated this 22nd day of August, 2014.  
JANICE G. GOEBEL, CITY CLERK CITY OF APOPKA, FLORIDA OS 2631288 8/24/2014

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**Orlando Sentinel**

Aug. 24, 2014

Miscellaneous Notices

CITY OF APOPKA NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF PROPOSED ORDINANCE NOTICE IS HEREBY GIVEN by the City of Apopka, Florida, that the City Council will hold a public hearing at a regular City Council meeting at the Apopka City Hall Council Chambers, 120 E. Main Street, Apopka, Florida, on Wednesday, September 3, 2014, at 1:30 p.m., or as soon thereafter as possible, to consider the adoption of: ORDINANCE NO. 2377 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 42, "ENVIRONMENT", BY ADOPTING ARTICLE III. ENTITLED "NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT" OF THE CODE OF ORDINANCES, RELATING TO THE ESTABLISHMENT OF PURPOSE OF NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENTS; ESTABLISHMENT OF NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT TRUST FUND; AUTHORIZING SPECIAL ASSESSMENTS, COLLECTION OF SPECIAL ASSESSMENTS; LIENS ON PROPERTY; EXPENDITURE OF REVENUE; REIMBURSEMENT OF FUNDS FOR ADMINISTRATIVE ASSISTANCE BY CITY OFFICIALS, RIGHT FOR WITHDRAW, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. Please be advised, under State Law, if you decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, you will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Apopka does not provide a verbatim record. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's office (407-703-1704) five days in advance of the meeting. The proposed ordinance is on file with the Clerk of the City at the City Clerk's office, City Hall, 120 E. Main Street, Apopka, Florida, and may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Dated this 22nd day of August, 2014. JANICE G. GOEBEL, CITY CLERK CITY OF APOPKA, FLORIDA OS 2631301 8/24/2014

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**Backup material for agenda item:**

5. ORDINANCE NO. 2377 – SECOND READING & ADOPTION - Amending Chapter 42 (Environment), adopting Article III (Neighborhood Improvement Special Assessment) of the Code of Ordinances, relating to the establishment of Neighborhood Improvement Special Assessments. [Ordinance No. 2377 meets the requirements for adoption having been advertised in the Orlando Sentinel on August 24, 2014.]



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: September 3, 2014  
 FROM: Administration  
 EXHIBITS: Ordinance No. 2377

**SUBJECT: ORDINANCE NO. 2377 – AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 42 (ENVIRONMENT), ADOPTING ARTICLE III (NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT) OF THE CODE OF ORDINANCES, RELATING TO THE ESTABLISHMENT OF PURPOSE OF NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENTS; ESTABLISHMENT OF NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT TRUST FUND; AUTHORIZING SPECIAL ASSESSMENTS; COLLECTION OF SPECIAL ASSESSMENTS; LIENS ON PROPERTY; EXPENDITURE OF REVENUE; REIMBURSEMENT OF FUNDS FOR ADMINISTRATIVE ASSISTANCE BY CITY OFFICIALS; RIGHT FOR WITHDRAWAL, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**Request: SECOND READING & ADOPTION OF ORDINANCE NO. 2377.**

**SUMMARY:**

The Code Enforcement Section of the City of Apopka has struggled for nearly two decades to get code compliance for the common areas, retention areas and the community fences for Mainline Village, Maine Avenue Villas West (aka Fern Hollow), and Cimarron Hills subdivisions, to no avail. Over the years, the respective Homeowners’ Associations have dissolved, thus leaving the City unable to obtain compliance. City staff requests adoption of this ordinance establishing Neighborhood Improvement Districts whereby a Non-Ad Valorem Assessment will be placed against the real property within the developments, to fund the necessary improvements needed to bring the communities into compliance as well as continued maintenance and repair of common areas, walls and landscaping.

**PUBLIC HEARING SCHEDULE:**

August 20, 2014 – City Council (8:00 pm) – 1<sup>st</sup> Reading  
 September 3, 2014 – City Council (1:30 pm) – 2<sup>nd</sup> Reading & Adoption

**DULY ADVERTISED:**

August 8, 2013 – Public Notice and Notification  
 August 24, 2014 – Ordinance Heading Ad

**FUNDING SOURCE:**

Staff recommends the adoption of the Non-Ad Valorem Assessment ordinance allowing for the placement of a non-ad valorem assessment on parcels in the affected areas, which will be part of Fiscal Year 2014/2015 budget cycle, for the clean-up and continued maintenance of the Neighborhood District.

**DISTRIBUTION**

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

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**RECOMMENDATION ACTION:**

The **City Council**, at its meeting on August 20, 2014, accepted the First Reading of Ordinance No. 2377 and held it over for Second Reading and Adoption on September 3, 2014

Adopt Ordinance No. 2377.

**ORDINANCE NO. 2377**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 42, "ENVIRONMENT", BY ADOPTING ARTICLE III, ENTITLED "NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT" OF THE CODE OF ORDINANCES, RELATING TO THE ESTABLISHMENT OF PURPOSE OF NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENTS; ESTABLISHMENT OF NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT TRUST FUND; AUTHORIZING SPECIAL ASSESSMENTS; COLLECTION OF SPECIAL ASSESSMENTS; LIENS ON PROPERTY; EXPENDITURE OF REVENUE, REIMBURSEMENT OF FUNDS FOR ADMINISTRATIVE ASSISTANCE BY CITY OFFICIALS; RIGHT FOR WITHDRAW, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Apopka has continued to experience growth over the last several decades which lead to multiple housing developments throughout the community; and

**WHEREAS**, the City, in an effort to allow for oversight of the housing development, encouraged the formation of Homeowners' Associations to oversee the common areas, retention areas, walls and recreational amenities; and

**WHEREAS**, the City is currently experiencing problems where the Homeowners' Associations have dissolved or are no longer in existence; and

**WHEREAS**, the City of Apopka Code Enforcement has made an attempt to locate any and all members of the Board of Directors for the Homeowners' Association through mailing of a notice to each parcel owner of record with the Orange County Property Appraiser and published legal notice in the local newspaper; and

**WHEREAS**, the City of Apopka Code Enforcement continues to experience code violations on properties and/or facilities that the Homeowners' Association would have a duty and responsibility for the maintenance and upkeep to ensure the safety and welfare of all property owners within the subdivision; and

**WHEREAS**, the City of Apopka finds that there is a direct relationship between the upkeep of properties and an enhancement in the value and desirability of real properties with the upkeep and maintenance of common properties and/or facilities within a subdivision; and

**WHEREAS**, were the City of Apopka not to take the necessary steps to mitigate these violations, these violations would continue to occur and pose potential risk to the health, safety and welfare of its citizens.

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

**SECTION 1:** The City Council of the City of Apopka, Florida, hereby ascertains, finds, determines and declares that:

- (1) Pursuant to Florida Constitution, Article VIII, Section 2(b), Section 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self-government to perform municipal functions and to render municipal services in a manner not inconsistent with law. Such powers may be exercised by the enactment of City ordinances.
- (2) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose when expressly prohibited by law. The City Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in Section 166.021(3)(a), (b), and (c), Florida Statutes.
- (3) City Council intervention into the maintaining and upkeep of the common property is required to ensure the health, safety and welfare of the residents living within the subdivision and that these properties receive special services that extend beyond general municipal services and enforcement of municipal code.
- (4) The services by the City to eliminate the violations possess a logical relationship to the use and enjoyment of the benefited real property and provides a direct, special benefit to the real property by:
  - (a) Reducing or deferring property maintenance costs;
  - (b) Reducing or deferring property management costs;
  - (c) Eliminating unsanitary and unsightly conditions;
  - (d) Eliminating the invitation of on-site criminal activities;
  - (e) Protecting the health and safety of the occupants;
  - (f) Protecting the value of the developments real property; and
  - (g) Enhancing market perceptions.
- (5) The cost for said maintenance shall be entirely apportioned to the property owners within the subdivision receiving the benefited special services.
- (6) The cost of maintaining those common properties and/or facilities within the subdivision may be levied against real properties within the subdivision as a special assessment superior to all other

private rights, interests, liens, encumbrances, titles and claims upon the property and equal in rank and dignity with lien for ad valorem taxes.

- (7) The special assessments shall constitute a non-ad valorem assessment and be levied in accordance with Section 197.3632, Florida Statutes.
- (8) The special assessments to be levied using the procedures provided in this Ordinance are imposed by the City Council. The duties of the property appraiser and tax collector under the provisions of this Ordinance and Section 197.3632, Florida Statutes, are ministerial.

**SECTION 2:** The City Council of the City of Apopka, Florida, hereby establishes and amends Chapter 42 (Environment), Creating a New Article III (Neighborhood Improvement Special Assessment), Sections 42-100 through 42-125, of the Code of Ordinances, which shall read as follows:

### **ARTICLE III - NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT**

#### **Section 42-100 Established; area; governing body.**

There is hereby established pursuant to the authority of Section 166.021 and Section 170.01, Florida Statutes, the City Council establishing a Neighborhood Improvement Special Assessment, and shall encompass the same portion of the incorporated area of the City of Apopka, Florida, which is as follows:

1. Cimarron Hills Development
2. Mainline Village Development
3. Maine Avenue Villas Development
4. Martin Place (Phase I) Development
5. Martin Place (Phase II) Development

Legal Descriptions outlining the individual Neighborhood Improvement Special Assessment shall be found in the Resolution as adopted by the City Council and filed with the Orange County Property Appraiser and Tax Collector establishing said assessment. Individual developments may be added and/or removed as deemed necessary by the City Council.

#### **Sec. 42-101 Purpose of article.**

The Neighborhood Improvement Special Assessment is hereby established for the purpose of providing neighborhood improvements, storm water maintenance, street lighting, recreation facilities, common area property maintenance, landscape maintenance and other essential facilities and municipal services for the area described in Section 42-100, provided, however, that any services, facilities, or programs provided through the Neighborhood Improvement Special Assessment must provide a special benefit to assessed property.

#### **Section 42-102 Definitions.**

- (1) Development and/or Subdivision shall mean any and all properties and/or parcels of real property within the confines of the legal description as defined in Section 42-100.

**Section 42-103 Powers of the governing body of Neighborhood Improvement Special Assessment.**

The City Council of the City of Apopka, Florida, shall be the governing body of the Neighborhood Improvement Special Assessment areas and is empowered to:

- (1) Acquire in the name of the development by purchase, gift, or the exercise of right of eminent domain, such lands and rights and interest therein, including lands under water and riparian rights, and to acquire such personal property as it may deem necessary in connection with furnishing of services authorized by this article and to hold and dispose of all real and personal property under its control; provided, however, that nothing contained in this section shall authorize the power of eminent domain to be exercised beyond the limits of said development as outlined in Section 42-100.
- (2) Make and execute contracts and other instruments necessary or convenient to the exercise of its powers.
- (3) Employ and/or enter into contracts for services.
- (4) Authorize payment of per diem, travel and other reasonable expenses for meetings, hearings and other official business.
- (5) Contract for the services of engineers, attorneys, accountants, financial or other consultants and such other agents as the City Council may require or deem necessary.
- (6) Borrow money and accept gifts; to convey real or personal property; to apply for and use grants or loans of money or other property from the United States, the state, a local unit of government or any other person for any authorized purpose of the development and to enter into agreements required in connection therewith; and hold, use and dispose of such monies of property for any purpose in accordance with the terms of the gift or grant, loan or agreement relating thereto, subject to state law applicable to chartered City government.
- (7) Acquire, construct, operate, maintain, equip, improve, extend, enlarge or improve capital projects within or the development as outlined in Section 42.100 that perform the specialized public function provided in this article.
- (8) Make use of any public easement, dedications to public use or plat reservations for specific public purposes within the boundaries of the development for those purposes authorized in this article.
- (9) Issue revenue bonds, special assessments bonds or combinations thereof to finance the cost of capital improvement projects authorized by this article, as now in effect or hereafter amended. The procedure for issuing such revenue or assessment bonds or the levying of special assessments shall be in the manner as provided by law.

(10) Levy and assess per lot, tract or acre, special assessments and service charges authorized by law to pay cost of such specialized public functions as are provided for in this article, as now and thereafter amended.

(11) Contract with municipalities, cities, towns, counties, or other political subdivision, public corporations or persons, and to provide or receive such specialized public functions or services.

**Section 42-104 Establishment of a Neighborhood Improvement Special Assessment Trust Fund.**

There is hereby established an interest bearing public trust fund for the deposit, maintenance, and distribution of special assessment funds collected or expended as a result of this Ordinance. Any funds in the trust fund may be used to provide neighborhood improvements, storm water maintenance, street lighting, recreation facilities, common area property maintenance, landscape maintenance and other essential facilities and municipal services, as appropriate.

**Section 42-105 Authorizing special assessments.**

The City Council by resolution in accordance with Section 197.3632, Florida Statute, may place a special assessment on all real property within the aforementioned developments and deposit funds into a trust fund specifically expended for providing neighborhood improvements, storm water maintenance, street lighting, recreation facilities, common area property maintenance, landscape maintenance and other essential facilities and municipal services, as appropriate.

Assessments rendered upon those parcels within the development as outlined by resolution of the City Council shall be a flat fee for the services based on the number of dwelling units on the parcel of real property (i.e., should the parcel contain a duplex or multi-family dwelling on the parcel, the parcel shall be assessed a proportionate share for each living unit on said real parcel).

**Section 42-106 Collection of special assessments.**

The Orange County Property Appraiser shall furnish the City Council a roll covering all properties within the territorial limits of the Neighborhood Improvement Special Assessment upon which the Council may place the levy for each specially assessed parcel. A property owner in such special district shall have the right to file a written protest of the proposed special assessment, the amount and rate thereof and to appear before the Council in support of such protest. The Council shall hold a meeting to consider and act upon any such protest. The Council shall fix the rate of assessments and shall return the roll to the county property appraisers having first noted hereon the levy against each parcel of property described in this article for which a special assessment is made. The county property appraiser shall then include in the county tax roll on all required notices the special assessment thus made by the Council, and the special assessment shall be collected in the manner and form as provided for the collection of ad valorem taxes and paid over by the Orange County Tax Collector to the City.

**Section 42-107 Liens on property.**

Special assessments imposed pursuant to this article shall be a lien upon the parcel so assessed of equal rank and dignity to the lien of county and municipal property taxes until same have been paid, and if the same becomes delinquent, shall be considered a part of the county and municipal tax, subject to the same



penalties, charges, fees and remedies for enforcement and collection, and shall be enforced and collected as provided by laws of the state for the collection of such taxes.

**Section 42-108 Expenditures of revenue.**

No funds of the Neighborhood Improvement Special Assessment shall be used for any purpose other than the administration of the affairs of business of the development, as appropriate, for the providing of neighborhood improvements, storm water maintenance, street lighting, recreation facilities, common area property maintenance, landscape maintenance and other essential facilities and municipal services, as appropriate.

**Section 42-109 Reimbursement of funds for administrative assistance by City officials.**

All costs and expenses incurred by the City or any of its employees, performing any of the provisions of this article, shall be reimbursed by the Neighborhood Improvement Special Assessment Funds to the City.

**Section 42-110 Right of Termination.**

The City Council reserves the right to terminate this article upon notification and confirmation that the parcel owners of record as provided in Section 42-100 have taken the provisions to re-established a Homeowners' Association in accordance with Florida law and have filed same with the United States Internal Revenue Service, Florida Department of Economic Opportunity, Florida Department of State, Division of Corporations and Department of Business and Professional Regulations, Division of Florida Condominiums, Timeshares and Mobile Homes. If at such time that the parcel owners should elect to re-establish a homeowners' association, any remaining monies owed to the City for the issuance of revenue bonds, loans or other financial instruments on behalf of the development shall remain in full force and effect until such time as the revenue bonds, loans or other financial instruments have been paid in full. The City however, may adjust the assessments accordingly for those expenses not directly related to the issuance of revenue bonds, loans or other financial instruments. The cancellation of the special assessments shall be in accordance with the provision of Section 197, Florida Statutes.

**Sections 42-111– 42-124 Reserved.**

\* \* \*

**SECTION 3.** It is the intention of the City Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Apopka; and the City Clerk is directed to take the necessary steps to effect codification into the Code, and Sections of this ordinance may be numbered or renumbered or lettered or re-lettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such codification. Typographical errors which do not affect the intent may be authorized by the Mayor, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

**SECTION 4.** That nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 5. CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6. SEVERABILITY.** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 7. EFFECTIVE DATE.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately upon its passage and adoption.

FIRST READING: August 20, 2014

SECOND READING  
AND ADOPTION: September 3, 2014

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JOSEPH E. KILSHEIMER, MAYOR

ATTEST:

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Janice G. Goebel, City Clerk

APPROVED as to form and legality for  
use and reliance by the City of Apopka,  
Florida.

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Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING:      August 8, 2014  
   August 24, 2014

# Floridapublicnotices.com

**Orlando Sentinel**

Aug. 24, 2014

Miscellaneous Notices

CITY OF APOPKA NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF PROPOSED ORDINANCE NOTICE IS HEREBY GIVEN by the City of Apopka, Florida, that the City Council will hold a public hearing at a regular City Council meeting at the Apopka City Hall Council Chambers, 120 E. Main Street, Apopka, Florida, on Wednesday, September 3, 2014, at 1:30 p.m., or as soon thereafter as possible, to consider the adoption of: ORDINANCE NO. 2376 AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING CERTAIN SECTIONS OF CHAPTER 6, "ALCOHOLIC BEVERAGES" OF THE CODE OF ORDINANCES OF THE CITY OF APOPKA, TO ALLOW FOR EXTENDED HOURS OF SALE OF ALCOHOLIC BEVERAGES; FOR POSSESSION ON ROADWAYS, ALLEYS AND PUBLIC RIGHT-OF-WAYS; FOR POSSESSION IN PARKING AREAS AND LOTS; FOR POSSESSION WITHIN CITY PARKS; FOR CERTAIN EVENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. Please be advised, under State Law, if you decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, you will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Apopka does not provide a verbatim record. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's office (407-703-1704) five days in advance of the meeting. The proposed ordinance is on file with the Clerk of the City at the City Clerk's office, City Hall, 120 E. Main Street, Apopka, Florida, and may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Dated this 22nd day of August, 2014.  
JANICE G. GOEBEL, CITY CLERK CITY OF APOPKA, FLORIDA OS 2631288 8/24/2014

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**Orlando Sentinel**

Aug. 24, 2014

Miscellaneous Notices

CITY OF APOPKA NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF PROPOSED ORDINANCE NOTICE IS HEREBY GIVEN by the City of Apopka, Florida, that the City Council will hold a public hearing at a regular City Council meeting at the Apopka City Hall Council Chambers, 120 E. Main Street, Apopka, Florida, on Wednesday, September 3, 2014, at 1:30 p.m., or as soon thereafter as possible, to consider the adoption of: ORDINANCE NO. 2377 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 42, "ENVIRONMENT", BY ADOPTING ARTICLE III. ENTITLED "NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT" OF THE CODE OF ORDINANCES, RELATING TO THE ESTABLISHMENT OF PURPOSE OF NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENTS; ESTABLISHMENT OF NEIGHBORHOOD IMPROVEMENT SPECIAL ASSESSMENT TRUST FUND; AUTHORIZING SPECIAL ASSESSMENTS, COLLECTION OF SPECIAL ASSESSMENTS; LIENS ON PROPERTY; EXPENDITURE OF REVENUE; REIMBURSEMENT OF FUNDS FOR ADMINISTRATIVE ASSISTANCE BY CITY OFFICIALS, RIGHT FOR WITHDRAW, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. Please be advised, under State Law, if you decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, you will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Apopka does not provide a verbatim record. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's office (407-703-1704) five days in advance of the meeting. The proposed ordinance is on file with the Clerk of the City at the City Clerk's office, City Hall, 120 E. Main Street, Apopka, Florida, and may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Dated this 22nd day of August, 2014. JANICE G. GOEBEL, CITY CLERK CITY OF APOPKA, FLORIDA OS 2631301 8/24/2014

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**Backup material for agenda item:**

6. RESOLUTION NO. 2014-08 - Authorizing the issuance and execution of a promissory note with Whitney Bank d/b/a Hancock Bank in the aggregate principal amount of not to exceed \$1,100,000 for the acquisition of sanitation trucks.



# CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA  
 PUBLIC HEARING  
 SPECIAL REPORTS  
 OTHER: Resolution No. 2014-08

MEETING OF: September 3, 2014  
FROM: Finance  
EXHIBITS: Loan Agreement

**SUBJECT: RESOLUTION NO. 2014-08 – AUTHORIZING THE ISSUANCE AND EXECUTION OF A PROMISSORY NOTE WITH WHITNEY BANK D/B/A HANCOCK BANK IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,100,000 FOR THE ACQUISITION OF SANITATION TRUCKS.**

**Request: ADOPT RESOLUTION NO. 2014-08**

### **SUMMARY:**

On May 7, 2014, City Council adopted Resolution No. 2014-04 allowing for the reimbursement of certain costs relating to the acquisition of sanitation trucks. The City has determined it is in the best interest to reimburse such costs from proceeds of tax-exempt debt. The City's Financial Advisor solicited proposals from several financial institutions to finance the sanitation trucks. After reviewing the proposals it was determined that Whitney Bank d/b/a Hancock Bank provided the most favorable proposal. The loan agreement provides a 5 year term with a corresponding interest rate of 1.07%.

### **FUNDING SOURCE:**

Sanitation Fund

### **RECOMMENDATION ACTION:**

Adopt Resolution No. 2014-08.

### **DISTRIBUTION**

Mayor Kilsheimer  
Commissioners  
CA Richard Anderson  
Community Development Director

Finance Director  
HR Director  
IT Director  
Police Chief

Public Services Director  
City Clerk  
Fire Chief

**RESOLUTION NO. 2014-08**

**A RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA ACCEPTING A PROPOSAL OF WHITNEY BANK, d/b/a HANCOCK BANK TO PROVIDE THE CITY WITH A LOAN IN ORDER TO FINANCE THE ACQUISITION OF FOUR SANITATION TRUCKS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT; AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE PURSUANT TO SUCH LOAN AGREEMENT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,100,000 IN ORDER TO EVIDENCE SUCH LOAN; AUTHORIZING THE REPAYMENT OF SUCH NOTE FROM GROSS REVENUES OF THE CITY'S SANITATION SYSTEM AND CERTAIN OTHER MONEYS; DELEGATING CERTAIN AUTHORITY TO THE MAYOR, CITY CLERK AND OTHER OFFICERS OF THE CITY FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF THE NOTE AND VARIOUS OTHER DOCUMENTS WITH RESPECT THERETO; DESIGNATING SUCH NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** When used in this Resolution, capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement (as defined herein), unless the context clearly indicates a different meaning.

"Act" shall mean the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

**"Bank"** shall mean Whitney Bank, d/b/a Hancock Bank, and its successors and assigns.

**"City"** shall mean the City of Apopka, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

**"Chief Administrative Officer"** shall mean the Chief Administrative Officer of the City and such other person as may be duly authorized to act on his or her behalf, including, but not limited to, the Finance Director.

**"Clerk"** shall mean the City Clerk of the City, or his or her duly authorized designee.

**"Code"** shall mean the Internal Revenue Code of 1986, as amended, and applicable rules and regulations thereunder.

**"Council"** shall mean the City Council of the City.

**"Finance Director"** shall mean the Finance Director of the City and such other person as may be duly authorized to act on his or her behalf.

**"Financial Advisor"** means the City's financial advisor, Public Financial Management, Inc.

**"Gross Revenues"** shall have the meaning assigned such term in the Loan Agreement.

**"Loan Agreement"** shall mean the Loan Agreement to be executed between the Bank and the City, which shall be substantially in the form attached hereto as Exhibit B.

**"Mayor"** shall mean the Mayor of the City and in his or her absence or unavailability, the Vice-Mayor of the City and such other person as may be duly authorized to act on his or her behalf.

**"Pledged Funds"** shall have the meaning assigned to such term in the Loan Agreement.

**"Project"** shall mean the acquisition of four compressed natural gas sanitation trucks, as described in the plans and specifications on file or to be on file with the City, as the same may be modified or amended from time to time, and which are to be financed with a portion of the proceeds of the Series 2014 Note.

**"Series 2014 Note"** shall mean the City of Apopka, Florida Sanitation Improvement Revenue Note, Series 2014, as such Series 2014 Note is more particularly described in the Loan Agreement.

**"System"** shall have the meaning assigned to such term in the Loan Agreement.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Resolution.

Words importing the singular number include the plural number, and vice versa.

**SECTION 3. RESOLUTION TO CONSTITUTE CONTRACT.** In consideration of the purchase and acceptance of the Series 2014 Note by the Bank, the provisions of this Resolution shall be a part of the contract of the City with the Bank, and shall be deemed to be and shall constitute a contract between the City and the Bank. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the benefit, protection and security of the Bank.

**SECTION 4. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) The City has certain capital improvement needs and requirements in the form of the Project that are required to be acquired and equipped in order to improve and maintain the health, safety and welfare of the City and its inhabitants.

(B) The City's Financial Advisor solicited proposals from financial institutions to provide a loan to finance the Project.

(C) The Bank submitted its proposal to provide the City with a term loan to finance the Project which proposal was the most favorable proposal received by the City and is attached hereto as Exhibit A.

(D) The Series 2014 Note shall be repaid solely from the Pledged Funds in the manner and to the extent set forth herein and in the Loan Agreement and the ad valorem taxing power of the City will never be necessary or authorized to pay said amounts.

(E) It is not reasonably anticipated that more than \$10,000,000 of tax-exempt obligations as defined under Section 265(b)(3) of the Code will be issued by the City during the calendar year 2014.

(F) Due to the potential volatility of the market for tax-exempt obligations such as the Series 2014 Note and the complexity of the transactions relating to such Series 2014 Note, it is in the best interest of the City to issue the Series 2014 Note by a negotiated sale to the Bank, allowing the City to sell and issue the Series 2014 Note at the most advantageous time, rather than at a specified advertised date, thereby permitting the City to obtain the best possible price, terms and interest rate for the Series 2014 Note.



**SECTION 5. AUTHORIZATION OF ACQUISITION OF THE PROJECT.** The financing of the Project through the issuance of the Series 2014 Note is hereby authorized.

**SECTION 6 ACCEPTANCE OF PROPOSAL.** The City hereby accepts the proposal of the Bank to provide the City with a term loan to finance the Project in the form attached hereto as Exhibit A. The Chief Administrative Officer and the Finance Director are each hereby authorized to execute and deliver any documents required to formally accept such proposal and the terms thereof. All actions taken by such officers or their designees and the Financial Advisor with respect to such proposal prior to the date hereof are hereby authorized and ratified. To the extent of any conflict between the provisions of this Resolution or the Loan Agreement and the proposal, the provisions of this Resolution and the Loan Agreement shall prevail.

**SECTION 7. APPROVAL OF FORM OF LOAN AGREEMENT AND SERIES 2014 NOTE.** The City hereby approves a term loan from the Bank in the principal amount of not to exceed \$1,100,000. The terms and provisions of the Loan Agreement in substantially the form attached hereto as Exhibit B are hereby approved, with such changes, insertions and additions as the Mayor may approve. The City hereby authorizes the Mayor to execute and deliver, and the Clerk to attest and affix the City seal to, the Loan Agreement substantially in the form attached hereto as Exhibit B, with such changes, insertions and additions as the Mayor may approve, his execution thereof being evidence of such approval. In order to evidence the loan under the Loan Agreement, it is necessary to provide for the execution of the Series 2014 Note. The Mayor and the Clerk are authorized to execute and deliver the Series 2014 Note substantially in the form attached to the Loan Agreement as Exhibit A with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval.

**SECTION 8. DESIGNATION OF THE SERIES 2014 NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION.** The City hereby designates the Series 2014 Note as a "qualified-tax exempt obligation" under Section 265(b)(3) of the Code. This designation is based upon the findings of the City set forth in Section 4(E) hereof and the Mayor is authorized to certify such finding upon the issuance of the Series 2014 Note.

**SECTION 9. LIMITED OBLIGATION.** The obligation of the City to repay the Series 2014 Note is a limited and special obligation payable from the Pledged Funds solely in the manner and to the extent set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City and such obligation shall not create a lien on any property whatsoever of or in the City other than the Pledged Funds.

**SECTION 10. GENERAL AUTHORIZATION.** The Mayor, the Chief Administrative Officer, the Finance Director and the Clerk are authorized to execute and

deliver such documents, instruments and contracts, whether or not expressly contemplated hereby, and the City Attorney and other employees or agents of the City are hereby authorized and directed to do all acts and things required hereby or thereby as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution.

**SECTION 11. REPEAL OF INCONSISTENT DOCUMENTS.** All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

**SECTION 12. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED**, this 3rd day of September, 2014.

**CITY OF AOPKA, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

Whitney Bank, d/b/a Hancock Bank Proposal

**EXHIBIT B**

Form of Loan Agreement



**Hancock Bank**  
PUBLIC FINANCE DEPARTMENT

Via E-Mail

June 3, 2014

Honorable Mayor and City Commission  
City of Apopka, Florida

C/o Mr. Brent Wilder  
Public Financial Management

C/o Mr. Nicklas Rocca  
Public Financial Management

Re: City of Apopka – financing the purchase of Sanitation Trucks (revised proposal)  
\$1,100,000 maximum (bank qualified Sanitation Fund Revenue Note, Series 2014)

Please accept this letter as a commitment of Hancock Bank (Whitney Bank doing business as Hancock Bank) or the "Bank" to purchase the above captioned Note upon the terms and conditions outlined below:

Issuer: City of Apopka, Florida.

Amount: \$1,100,000 in aggregate principal "bank loan" in the form of a Revenue Note (the "Note" or "Series 2014 Note") of the Issuer.

Purpose of Issue: Proceeds of the Note will be used to finance the acquisition of Sanitation Trucks and to pay the cost of issuance related to the financing (the "Project").

Authority for Issue: Provisions of the Florida Constitution, the Charter of the City of Apopka, Florida, as amended; Chapter 166, Part II of the Florida Statutes, and any other valid constitutional and statutory authority.

Dated Date of Note - Date of Delivery

Form of Certificates: The Note will be issued as a single typewritten or printed certificate, in fully registered form.

Interest Rate & Term: Pursuant to the City's Request for Proposal we are offering the following interest rate and term:

### Fixed Rate Option:

**Fixed Rate option – fully funded \*\* on the day we close the loan as outlined below:**

<u>Term ##</u>	<u>Annual Interest Rate #</u>
4 ½ year term approximately – fully amortized	<b>1.07%</b> (bank qualified tax exempt)

\*\* The Issuer would fully fund the loan on the day we close the loan.

# *The quoted fixed interest rate is contingent upon the Mayor and City Commission accepting our proposal by no later than 30 days from the date of this letter. If the Mayor and Commission accept our proposal by the stipulated time, we will **hold** the above referenced fixed interest rate **firm**, provided that the Note is **closed** (fully funded) no later than 66 days from the date of this proposal. Based on your RFP (estimated closing date of August 8<sup>th</sup>), the 66 day time frame should provide more than adequate time to “lock-in” the interest rate. Should the Note not be funded within the 66 day time frame a different rate could apply, which would be based upon the same pricing methodology we used to calculate the above referenced fixed interest rate.*

## Our pricing is based on the estimated amortization of principal that the City presented in its RFP. We realize that the final amortization schedule could change slightly in order to better meet the City's needs and we are open to some changes in this proposed amortization structure; however our pricing is based on the final amortization of principal not having an average life that exceeds 3.00 years. Should the final amortization have an average life that exceeds 3.00 years, our rate would be higher than that offered above.

Interest and Principal Payments: interest would be calculated on a 30 over 360 day basis. Interest would be payable semi-annually on March 1 and September 1 of each year, commencing September 1, 2014. Principal would be reduced annually on March 1 with the first principal payment commencing on March 1, 2015 and the last principal payment being on March 1, 2019, as outlined in the City's RFP.

We would prefer (preferred if possible... but not required) that the loan be structured such that minimum principal denominational units be in units of one-thousand (\$1,000.00) or multiples thereof.

Prepayment Provisions: The principal may be prepaid in whole on any date with 10 days advance written notice to the Bank *without prepayment penalty*. Principal may be prepaid in part on any principal payment date (each March 1<sup>st</sup>) with 10 days advance written notice to the Bank *without prepayment penalty*, provided that the City pays all accrued interest which shall have accrued to the date of prepayment and provided further that that any principal prepayments shall be in multiples of one-thousands (\$1,000.00). Prepayments shall be deemed to apply to those principal installments with the latest maturities on the Note in inverse order.

Credit Approval: Already approved.

Security: To Series 2014 Note would be secured by a (i) first lien “gross” pledge of the City’s Sanitation Fund revenues and (ii) certain funds and accounts established in conjunction with this financing. The gross revenue pledge toward the repayment of the Note would take precedent over the Sanitation Fund’s operating expenses and any “transfers out” of resources from the Sanitation Fund.

We understand that currently there is no other debt outstanding that is secured by a pledge of the City’s Sanitation Fund revenues.

Rate Covenant and Additional Debt: The City would covenant to charge (and would adjust if necessary) sufficient sanitation fees at rates that would be sufficient to pay 125% of the maximum annual debt service on the Note and any other debt for which the Sanitation Fund revenues are pledged and 100% of all operating expenses (excluding depreciation expense) of the Sanitation Fund. The City would further covenant to not reduce sanitation fees if to do so would jeopardize the repayment of the Note.

Required Accounts: We would not require the City to set up a reserve fund for this loan. However, we would require the City to establish a revenue fund and a debt service fund (sinking fund). Monthly proportionate deposits (i.e., 1/6 of upcoming interest payments and 1/12 of upcoming principal payments) would be made into the sinking fund in amounts sufficient to meet upcoming interest and principal payments.

Documentation: All documentation would need to be acceptable to the Bank and “Bank Counsel”. The Bank and Bank Counsel would need to review and approve all documentation prior to adoption and/or acceptance by the Issuer’s Board. We understand that Bond Counsel will be Nabors, Giblin & Nickerson, P.A. Bond Counsel would draft the loan documents and issue the customary legal and tax opinions. Based on this, the role of “Bank Counsel” would be limited to that of a “review function” only. We have outlined the cost of Bank Counsel in the paragraph captioned “Closing costs, fees and expenses” presented below.

Additional Terms and Conditions:

\* All legal and tax opinions would be addressed to the Bank and be in a form and substance acceptable to the Bank.

\* The City's RFP states that the purchaser will be required to sign a certificate to the effect that "they are not relying on disclosures from the City". We are amenable to signing such a certificate provided that it is recognized in the certificate that the Bank is relying on the City and its representatives with regard to the financial information and other information that the City (and its representatives) have presented with the City's RFP.

\* Prior to closing the Note the City would provide to the Bank a certificate to the effect that i) the financial statements were prepared in accordance with GAAP and fairly present the financial condition of the City as of their date and ii) since the date of the information presented in the 2012 audit (latest audit available at this time) there has been no material adverse change in the financial condition of the City or the pledged Sanitation Fund revenues.

\* We would require that the interest rate on the loan be "grossed up" and applied retroactively to the date of any event of taxability should it be determined by the Internal Revenue Service that the tax status of the Bond has changed. Such "gross up" would not exceed any statutory limit imposed by the State of Florida and would be equal to the tax equivalent yield as originally contemplated by the Bank.

\* Provision would be made for a "default interest rate" equal to 5% or any statutory interest rate limitation imposed by the State of Florida, whichever is less.

\* The City would reimburse the Bank for all reasonable legal and collection costs to exercise its remedies or collect its payments for the loan in the event of default.

\* If the City would not accept acceleration as a condition for this loan, we would want to insure that provisions are made such that no other obligations (whether current or future) secured by the Sanitation Fund revenues be allowed to accelerate their loan(s) to the City unless Hancock Bank were allowed to accelerate its loan.

\* The loan documentation would define standard events of default as are customary for this type of transaction and would provide reasonable remedies to the Bank in the event of default under the loan documents.

\* The City would agree to provide to the Bank (at no cost) the following information: a copy of its audited financial statement annually, annual operating budget (if requested by the Bank), and such other financial information as the Bank may reasonably request.

\* Hancock Bank's remedies could be exercised independently of all other series of debt obligations of the City and would require no other bondholders' approvals to exercise such remedies in the event of default.



Closing costs, fees and expenses: The bank would charge **no fees** and assess **no closing costs for its own benefit**. However, we would require the City to *reimburse* the Bank for “Bank Counsel” expense. Bank Counsel’s fee will not exceed \$2,000 if its role is limited to a “review” function only. All other legal expense i.e., Bond Counsel, City’s Local Counsel, and the City’s Financial Advisor would be paid directly by the City – see the “Documentation” paragraph above for more detail.

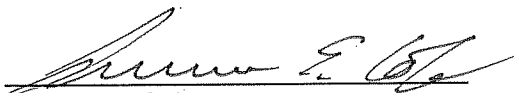
Tax Status of the Note: The quoted interest rate is predicated upon the Note being designated as a “qualified” tax-exempt obligation under Section 265(b) (3) of the Internal Revenue Service Code of 1986, as amended.

Delivery: As soon as possible after all approvals, but in any event the loan would be closed no later than 66 days from the date of this proposal in order for us to hold firm the quoted fixed rate of interest.

This proposal shall remain valid for a period of 66 days provided the City’s Governing Body accepts this proposal within 30 days from the date of this letter.

Yours very truly,

**HANCOCK BANK \*\***

By:   
Steven E. Cole  
Senior Vice President  
Public Finance Department

\*\* “Hancock Bank” is a trade name used by Whitney Bank, a Mississippi chartered banking corporation, in providing products and services through its locations in Florida, Alabama and Mississippi. Any obligations incurred with regard to this proposal would be payable to Whitney Bank.

**Accepted and Approved:**

The Governing Body of the City of Apopka has accepted this Financing Proposal from Hancock Bank and hereby selects Hancock Bank to finance the above referenced Project.

Approved and accepted: As of this the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

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**LOAN AGREEMENT**

**BETWEEN**

**CITY OF APOPKA, FLORIDA**

**AND**

**WHITNEY BANK, d/b/a HANCOCK BANK**

**Dated as of September 5, 2014**

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## LOAN AGREEMENT

This **LOAN AGREEMENT** (the "Agreement") is made and entered into as of September 5, 2014, by and between the **CITY OF APOPKA, FLORIDA**, a municipal corporation duly organized and validly existing under the laws of the State of Florida, and its successors as may be provided by law (the "City"), and **WHITNEY BANK, d/b/a HANCOCK BANK**, a corporation duly organized and existing under the laws of the State of Mississippi and authorized to do business in the State of Florida, and its successors and assigns (the "Bank");

### **W I T N E S S E T H:**

**WHEREAS**, the City is authorized by provisions of Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the "Act") to, among other things, acquire, construct, equip, own, sell, lease, operate and maintain various capital improvements and public facilities to promote the health, welfare and economic prosperity of the residents of the City and to borrow money to finance and refinance the acquisition, construction, equipping and maintenance of such capital improvements and public facilities; and

**WHEREAS**, the City has various capital improvement needs and requirements in the form of the acquisition of four compressed natural gas sanitation trucks, as the same may be modified or amended from time to time (the "Project") that are being acquired in order to improve and maintain the health, safety and welfare of the City and its inhabitants; and

**WHEREAS**, in order to provide financing with respect to the Project, the financial advisor for the City, Public Financial Management, Inc. (the "Financial Advisor"), solicited bids on behalf of the City from various financial institutions to provide a loan to the City to finance the Project; and

**WHEREAS**, the Bank submitted its proposal to provide the City with a term loan to finance the Project, which proposal was the most favorable proposal received by the City; and

**WHEREAS**, the Bank is willing to make a term loan to the City, and the City is willing to incur such loan, pursuant to the terms and provisions of this Agreement in an aggregate principal amount of \$1,100,000 to finance the Project and pay costs relating to the issuance of the hereinafter described Series 2014 Note.

### **NOW, THEREFORE, THIS AGREEMENT WITNESSETH:**

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

**ARTICLE I**  
**DEFINITION OF TERMS**

**SECTION 1.01. DEFINITIONS.** The capitalized terms defined in this Article I shall, for all purposes of this Agreement, have the meanings specified in this Article I, unless the context clearly otherwise requires.

**"Act"** shall mean Chapter 166, Florida Statutes, and other applicable provisions of law.

**"Agreement"** shall mean this Loan Agreement, dated as of September 5, 2014, between the City and the Bank and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

**"Bank"** shall mean Whitney Bank, d/b/a Hancock Bank, and its successors and assigns.

**"Business Day"** shall mean any day other than a Saturday, Sunday or a day on which the Bank is authorized or required to be closed.

**"City"** shall mean the City of Apopka, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

**"Chief Administrative Officer"** shall mean any acting, interim or permanent Chief Administrative Officer of the City or his or her duly authorized designee.

**"Clerk"** shall mean the City Clerk of the City, or his or her duly authorized designee.

**"Code"** shall mean the Internal Revenue Code of 1986, as amended, and applicable rules and regulations thereunder.

**"Default Rate"** shall mean a fixed rate of interest equal to the lesser of (A) 5.00% per annum and (B) the maximum interest rate allowed under applicable law.

**"Determination of Taxability"** shall mean the circumstance of interest paid or payable on the Series 2014 Note becoming includable for federal income tax purposes in the gross income of the Bank as a consequence of any act or omission of the City. A Determination of Taxability will be deemed to have occurred upon (A) the receipt by the City or the Bank of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other official letter or correspondence from the Internal Revenue Service which holds that any interest payable on the Series 2014 Note is includable in the gross income of the Bank; (B) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on the Series 2014 Note is includable in the gross income of the Bank; or (C) receipt by the

City or the Bank of an opinion of Note Counsel that any interest on the Series 2014 Note has become includable in the gross income of the Bank for federal income tax purposes; provided, no Determination of Taxability shall be deemed to occur unless the City has been given, to the extent permitted by law, an opportunity to participate in and seek, at the City's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on the Series 2014 Note is deemed includable in the gross income of the Bank. A Determination of Taxability shall not occur solely in the event such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum income tax imposed on corporations.

**"Finance Director"** shall mean the Finance Director of the City and such other person as may be duly authorized to act on his or her behalf.

**"Fiscal Year"** shall mean the 12-month period commencing on October 1 of any year and ending on September 30 of the immediately succeeding year.

**"Interest Rate"** shall mean a fixed interest rate equal to 1.07% per annum. The Interest Rate is subject to adjustment pursuant to Section 3.03 hereof.

**"Maturity Date"** shall mean March 1, 2019.

**"Gross Revenues"** shall mean all income and moneys received by the City from the rates, fees, rentals, charges, assessments and other income to be made and collected by the City for the use of the products, services and facilities to be provided by the System, or otherwise received by the City or accruing to the City in the management and operation of the System, calculated in accordance with generally accepted accounting principles applicable to solid waste sanitation systems similar to the System. "Gross Revenues" shall not include (A) moneys received by the City from federal, State or local governmental grants or stipends of a capital nature or (B) proceeds of bonds or other City debt.

**"Note Counsel"** shall mean Nabors, Giblin & Nickerson, P.A., Tampa, Florida or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

**"Pledged Funds"** shall mean (i) the Gross Revenues and (ii) until applied in accordance with the provisions of this Agreement, all moneys, including investments thereof, in the accounts established hereby.



**"Project"** shall mean the acquisition of four compressed natural gas sanitation trucks, all as more particularly described and identified in the plans and specifications on file with the City and all incidental costs relating thereto, as the same may be modified from time to time.

**"Resolution"** shall mean Resolution No. 2014-\_\_ adopted by the City on September 3, 2014, which among other things authorized the execution and delivery of this Loan Agreement and the issuance of the Series 2014 Note.

**"Series 2014 Note"** shall mean the City of Apopka, Florida Sanitation System Improvement Revenue Note, Series 2014, authorized to be issued by the Resolution and more particularly described in Article III hereof.

**"State"** shall mean the State of Florida.

**"System"** shall mean any and all sanitation management, collection and disposal facilities (including landfills, construction demolition debris disposal sites, collection facilities and transfer stations and recycling facilities) now owned or hereafter owned by the County, which System shall also include any and all improvements, extensions and additions thereto hereafter constructed or acquired either from the proceeds of any indebtedness issued by the County or from any other sources, together with all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith.

**"Taxable Rate"** shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Bank with the same after tax yield that the Bank would have otherwise received had the Determination of Taxability not occurred taking into account the increased taxable income of the Bank as a result of such Determination of Taxability.

**"Tax Certificate"** shall mean the Certificate as to Arbitrage and Certain Other Tax Matters to be executed by the City in connection with the issuance of the Series 2014 Note, as such Tax Certificate may be amended from time to time.

**SECTION 1.02. INTERPRETATION.** Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

**SECTION 1.03. TITLES AND HEADINGS.** The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[Remainder of page intentionally left blank]

**ARTICLE II  
REPRESENTATIONS, WARRANTIES AND COVENANTS;  
SECURITY FOR SERIES 2014 NOTE**

**SECTION 2.01. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CITY.** The City represents, warrants and covenants that:

(a) The City is a municipal corporation duly organized and validly existing under the Constitution and other laws of the State. Pursuant to the Resolution, the City has duly authorized the execution and delivery of this Agreement, the performance by the City of all of its obligations hereunder, and the issuance of the Series 2014 Note in the aggregate principal amount of \$1,100,000.

(b) The City has complied with all of the provisions of the Constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by this Agreement or under the Series 2014 Note, and to perform all of its obligations hereunder and under the Series 2014 Note and, to the best knowledge of the City after due inquiry, the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the City is a party or by which the City is bound.

(c) The City is duly authorized and entitled to issue the Series 2014 Note and enter into the Agreement and, when issued in accordance with the terms of this Agreement, the Series 2014 Note and the Agreement will constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the best knowledge of the City after due inquiry, threatened against or affecting the City, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the City to perform the City's obligations under this Agreement or under the Series 2014 Note.

(e) The City will furnish to the Bank within 180 days after the close of each Fiscal Year a copy of the annual audited financial statements of the City prepared by a certified public accountant. The City shall also provide the Bank with a copy of the annual budget of the City each year within 30 days of the final adoption of such budget. With reasonable promptness the City shall provide such other data and information as may be reasonably requested by the Bank from time to time, or in the alternative the City shall permit the Bank the right to inspect any and all of the City books, records, and/or

accountings as may reasonably be related to this Agreement. The foregoing information shall be provided at no cost to the Bank.

**SECTION 2.02. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BANK.** The Bank hereby represents, warrants and agrees that it is a corporation duly organized and existing under the laws of the State of Mississippi, authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such execution and delivery will not constitute a violation of its charter, articles of incorporation or bylaws. Pursuant to the terms and provisions of this Agreement, the Bank agrees to provide a term loan to the City as evidenced hereby and by the Series 2014 Note for the purpose of financing the Project and paying costs relating to the issuance of the Series 2014 Note.

**SECTION 2.03. TAX COVENANT.** (a) In order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Series 2014 Note, the City shall comply with each requirement of the Code applicable to the Series 2014 Note. In furtherance of the covenant contained in the preceding sentence, the City agrees to continually comply with the provisions of the Tax Certificate, which is incorporated fully by reference herein, as a source of guidance for achieving compliance with the Code.

(b) The City shall make any and all rebate payments required to be made to the United States Department of the Treasury in connection with the Series 2014 Note pursuant to Section 148(f) of the Code.

(c) So long as necessary in order to maintain the exclusion from gross income of interest on the Series 2014 Note for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Series 2014 Note and the interest thereon, including any payment or defeasance thereof.

(d) The City shall not take or permit any action or fail to take any action which would cause the Series 2014 Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

**SECTION 2.04. SERIES 2014 NOTE SHALL NOT TO BE INDEBTEDNESS OF THE CITY OR STATE.** The Series 2014 Note, when delivered by the City pursuant to the terms of this Agreement, shall not be or constitute an indebtedness of the City, the State of Florida or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely as herein provided. The Bank shall never have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form on any property therein to pay the Series 2014 Note or the interest thereon. The Series 2014 Note is a special and limited obligation secured by and payable as to principal and interest from the Pledged Funds, as provided herein.

**SECTION 2.05. SECURITY FOR THE SERIES 2014 NOTE.** The payment of the principal of and interest on the Series 2014 Note shall be secured forthwith equally and ratably by a pledge of and first lien upon the Pledged Funds. The City does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or and interest on the Series 2014 Note in accordance with the provisions hereof. The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City.

**SECTION 2.06. REVENUE ACCOUNT AND DEBT SERVICE ACCOUNT.** The City agrees to establish two accounts for the security of the Series 2014 Note, a "Revenue Account" and a "Debt Service Account". The City shall deposit promptly, as received, all Gross Revenues into the Revenue Account. Each month, the City shall deposit or credit to the Debt Service Account the sum which, together with the balance in said Account, shall equal the principal and interest on the Series 2014 Note accrued and unpaid and to accrue to the end of the then current calendar month. Following such monthly deposit, the City may use the remaining Gross Revenues for any lawful purpose. Moneys in the Debt Service Account shall be applied by the City only for the payment of debt service on the Series 2014 Note. The City shall adjust the amount of the deposit to the Debt Service Account not later than a month immediately preceding any payment date so as to provide sufficient moneys in the Debt Service Account to pay the debt service on the Series 2014 Note coming due on such payment date. No further deposit need be made to the Debt Service Account when the moneys therein are equal to the debt service coming due on the Series 2014 Note on the next succeeding payment date. Any investment earnings on the Debt Service Account shall be retained therein.

**SECTION 2.07. RATES.** The City shall fix, establish and maintain such rates and collect such fees, rates, assessments or other charges for the product, services and facilities of its System, and revise the same from time to time, whenever necessary, as will always provide in each Fiscal Year, adequate at all times to pay in each Fiscal Year at least (A) one hundred twenty-five percent (125%) of the maximum annual debt service on the Series 2014 Note and any other debt of the City secured by revenues of the System and (B) 100% of all operating expenses (excluding depreciation expense) of the System.

[Remainder of page intentionally left blank]

**ARTICLE III**  
**DESCRIPTION OF SERIES 2014 NOTE; PAYMENT TERMS;**  
**OPTIONAL PREPAYMENT**

**SECTION 3.01. DESCRIPTION OF THE SERIES 2014 NOTE.** (a) The City hereby authorizes the issuance and delivery of the Series 2014 Note to the Bank which Series 2014 Note shall be in an amount equal to ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,100,000.00) and shall be designated as the "City of Apopka, Florida Sanitation System Improvement Revenue Note, Series 2014." The text of the Series 2014 Note shall be substantially in the form attached hereto as Exhibit A, with such deletions, insertions and variations as may be necessary and desirable to reflect the particular terms of the Series 2014 Note. The provisions of the form of the Series 2014 Note are hereby incorporated in this Agreement.

(b) The Series 2014 Note shall be dated the date of its delivery. The Series 2014 Note shall be executed in the name of the City by the manual signature of the Mayor and the official seal of the City shall be affixed thereto and attested by the manual signature of the Clerk. In case any one or more of the officers, who shall have signed or sealed the Series 2014 Note, shall cease to be such officer of the City before the Series 2014 Note so signed and sealed shall have been actually delivered, such Series 2014 Note may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed such Series 2014 Note had not ceased to hold such office.

(c) The Series 2014 Note shall bear interest from its date of issuance at the Interest Rate (calculated on a 30/360 day count basis) as the same may be adjusted pursuant to Section 3.03 hereof. Interest on the Series 2014 Note shall be payable semi-annually on March 1 and September 1 of each year, commencing March 1, 2015 (each an "Interest Payment Date") so long as any amount under the Series 2014 Note remains outstanding. Principal of the Series 2014 Note shall be payable annually on March 1 of each year, commencing March 1, 2015 (each a "Principal Payment Date"), through and including the Maturity Date or earlier prepayment date. The aggregate annual principal and interest payments shall be in substantially equal amounts determined on approximately a level debt service basis and shall be set forth in the Series 2014 Note. The Finance Director is authorized to establish the final debt service schedule with the assistance of the City's Financial Advisor and the agreement of the Bank.

(d) All payments of principal of and interest on the Series 2014 Note shall be payable in any coin or currency of the United States which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Bank (i) in immediately available funds, (ii) by delivering to the Bank no later than the applicable Interest Payment Date or Principal Payment Date a check or draft of the City or wire transfer (at the request of the Bank), or (iii) in such other manner as the City and the Bank shall agree upon in writing. If any Interest Payment Date or Principal Payment

Date is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment. The City shall maintain books and records with respect to the identity of the holders of the Series 2014 Note, including a complete and accurate record of all assignments of this Agreement and the Series 2014 Note as provided in Section 3.01(f).

(e) There will be no ongoing Bank fees for the term loan made hereunder. Except as otherwise provided herein, the Bank shall pay for all of its costs relating to servicing the term loan; provided however, the Bank will not be prevented from collecting from the City reasonable costs of collection to enforce its rights under the Series 2014 Note.

(f) The Bank's right, title and interest in and to this Agreement, the Series 2014 Note and any amounts payable by the City hereunder may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Bank, without the necessity of obtaining the consent of the City; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, and is purchasing this Agreement and the Series 2014 Note (or any interest therein) for its own account with no present intention to resell or distribute this Agreement and the Series 2014 Note (or interest therein), subject to each investor's right at any time to dispose of the Agreement and the Series 2014 Note (or any interest therein) as it determines to be in its best interests and (ii) shall not result in more than 35 owners of the Bank's rights and interests under this Agreement and the Series 2014 Note or the creation of any interest in this Agreement and the Series 2014 Note in an aggregate principal amount that is less than \$100,000. Unless to an affiliate controlling, controlled by or under common control with the Bank, no assignment, transfer or conveyance permitted by this Section 3.01(f) shall be effective until the City shall have received a written notice of assignment that discloses the name and address of each such assignee. If the Bank notifies the City of its intent to assign and sell its right, title and interest in and to this Agreement and the Series 2014 Note as herein provided, the City agrees that it shall execute and deliver to the assignor a notice and acknowledgement of assignment in form and substance satisfactory to the assignor within ten (10) days after its receipt of such request.

**SECTION 3.02. OPTIONAL PREPAYMENT.** (a) The Series 2014 Note may be prepaid, without penalty or premium, at any time prior to the Maturity Date, at the option of the City, from any moneys legally available therefor, upon notice as provided herein, in whole on any date, or in part on any Principal Payment Date, by paying to the Bank the principal amount of the Series 2014 Note to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such

prepayment. Prepayments must be made in \$1,000 principal amounts or multiples thereof.

(b) Any prepayment shall be made on such payment date as shall be specified by the City in a written notice provided to the Bank not less than ten (10) days prior thereto by first class mail. Notice having been given as aforesaid, the outstanding principal of the Series 2014 Note to be prepaid shall become due and payable on the date of prepayment stated in such notice, together with the interest accrued and unpaid to the date of prepayment on the principal amount then being paid. If on the date of prepayment moneys for the payment of the principal amount to be prepaid on the Series 2014 Note, together with the accrued interest to the date of prepayment on such principal amount, shall have been paid to the Bank as above provided, then from and after the date of prepayment, interest on such prepaid principal amount of the Series 2014 Note shall cease to accrue. If said money shall not have been so paid on the date of prepayment, such principal amount of the Series 2014 Note shall continue to bear interest until payment thereof at the Interest Rate.

(c) In the event any portion of the Series 2014 Note is optionally prepaid pursuant to this Section 3.02, the amount so prepaid shall be applied as a credit against the principal amount due on the then latest scheduled Principal Payment Date. The Bank shall make appropriate notations in its records indicating the amount and date of any such prepayment and shall promptly transmit an acknowledgment to the City indicating the amount and date of such prepayment.

**SECTION 3.03. ADJUSTMENTS TO INTEREST RATES.** (a) If for any reason it shall be determined that any portion of the Series 2014 Note is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, then the Interest Rate thereon shall be increased to such rate as shall provide the Bank with the same rate of return that the Bank would have otherwise received on the such amounts taking into account the diminished deductibility of interest expense of the Bank under Section 265 of the Code as a result of the non "qualified tax-exempt obligation" status of the Series 2014 Note; provided, however, such increased rate shall never exceed the maximum rate allowable by law. Upon the written request of the City, the Bank shall provide the City with sufficient evidence supporting any such increase.

(b) In the event of a Determination of Taxability, the Interest Rate shall be immediately increased (effective retroactively to the date of inclusion in gross income) to the Taxable Rate; provided, however, such increased rate shall never exceed the maximum rate allowable by law.

In addition, upon a Determination of Taxability, the City agrees to pay to the Bank any penalties and interest paid or payable by the Bank to the Internal Revenue Service by reason of such Determination of Taxability.



**ARTICLE IV**  
**CONDITIONS FOR ISSUANCE OF THE SERIES 2014 NOTE**

**SECTION 4.01. CONDITIONS FOR ISSUANCE.** (a) In connection with the issuance of the Series 2014 Note, the Bank shall not be obligated to purchase the Series 2014 Note pursuant to this Agreement unless at or prior to the issuance thereof the City delivers to the Bank the following items in form and substance acceptable to the Bank:

- (i) A fully executed Tax Certificate;
- (ii) A copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service;
- (iii) An opinion of Note Counsel addressed to the Bank (or addressed to the City with a reliance letter addressed to the Bank) in form and substance to the effect that (A) this Agreement and the Series 2014 Note have been duly authorized, executed and delivered by the City and each is an enforceable obligation against the City in accordance with its terms (enforceability of it may be subject to standard bankruptcy exceptions and the like), (B) interest on the Series 2014 Note shall be excludable from gross income for federal income tax purposes and will not be treated as a preference item for purposes of computing the alternative minimum tax imposed by Section 55 of the Code (however, the interest on the Series 2014 Note may be taken into account in determining the adjusted current earnings for the purpose of computing the alternative minimum tax on certain corporations (as defined for federal tax purposes)), and (C) the Series 2014 Note qualifies as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code;
- (iv) The fully executed Series 2014 Note and Loan Agreement;
- (v) A certified copy of the Resolution;
- (vi) An opinion of the City Attorney of the City addressed to the Bank in a form and substance acceptable to the City and the Bank; and
- (vii) Such additional certificates, instruments and other documents as the Bank or Note Counsel may deem necessary or appropriate.

(b) The City shall apply the proceeds of the Series 2014 Note to finance the Project and pay costs of issuing the Series 2014 Note.

**ARTICLE V  
EVENTS OF DEFAULT; REMEDIES**

**SECTION 5.01. EVENTS OF DEFAULT.** An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The City shall fail to make timely payment of principal or interest when due with respect to the Series 2014 Note;

(b) Any representation or warranty of the City contained in Article II of this Agreement shall prove to be untrue in any material respect when made;

(c) Any covenant of the City contained in this Agreement shall be breached or violated for a period of thirty (30) days after the City receives notice from the Bank of such breach or violation, unless the Bank shall agree in writing, in its sole discretion, to an extension of such time prior to its expiration; and

(d) There shall occur the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the commission by the City of any act of bankruptcy, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of its creditors, or appointment of a receiver for the City, or the entry by the City into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter amended;

**SECTION 5.02. REMEDIES.** If any Event of Default shall have occurred and be continuing, the Bank or any trustee or receiver acting for the Bank may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the City or by any officer thereof, including, but not limited to, specific performance. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding the foregoing, upon the occurrence of an Event of Default, the Bank shall in no event have the right to declare the entire amount of the then outstanding Series 2014 Note and all accrued interest thereon to be immediately due and payable. The City hereby covenants that it shall not grant to the holders from time to time of any debt secured by revenues of the System the right to declare all or a portion of such debt

immediately due and payable unless it shall amend this Agreement to allow the Bank such acceleration rights with respect to the Series 2014 Note.

Any amount due hereunder not paid within fifteen (15) days of the applicable due date shall bear interest at the Default Rate. Upon any other Event of Default, the Series 2014 Note shall bear interest at the Default Rate.

In addition, the Bank shall be reimbursed for its reasonable legal fees, costs and collection costs incurred on account of an Event of Default.

The Bank's remedies can be exercised independently of all other series of debt obligation secured by the revenues of the System.

[Remainder of page intentionally left blank]

**ARTICLE VI  
MISCELLANEOUS**

**SECTION 6.01. AMENDMENTS, CHANGES OR MODIFICATIONS TO THE AGREEMENT.** This Agreement shall not be amended, changed or modified without the prior written consent of the Bank and the City.

**SECTION 6.02. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**SECTION 6.03. SEVERABILITY.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

**SECTION 6.04. TERM OF AGREEMENT.** This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Series 2014 Note is outstanding.

**SECTION 6.05. NOTICE OF CHANGES IN FACT.** Promptly after the City becomes aware of the same, the City will notify the Bank of (a) any change in any material fact or circumstance represented or warranted by the City in this Agreement or in connection with the issuance of the Series 2014 Note, and (b) any default or event which, with notice or lapse of time or both, could become a default under the Agreement, specifying in each case the nature thereof and what action the City has taken, is taking and/or proposed to take with respect thereto.

**SECTION 6.06. NOTICES.** Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to City of Apopka, Florida, City Hall Annex, 150 East 5th Street, Apopka, Florida 32703, Attention: Finance Director, and to the Bank, Whitney Bank, d/b/a Hancock Bank, 113 Designer Circle, Dothan, Alabama 36303, Attn: Steven E. Cole, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

**SECTION 6.07. NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the benefit of the City and the Bank and their respective successors and assigns, and there shall be no third-party beneficiary with respect thereto.

**SECTION 6.08. APPLICABLE LAW.** The substantive laws of the State of Florida shall govern this Agreement.

**SECTION 6.09. INCORPORATION BY REFERENCE.** All of the terms and obligations of the Resolution are hereby incorporated herein by reference as if said Resolution was fully set forth in this Agreement and the Series 2014 Note.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

**CITY OF APOPKA, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**WHITNEY BANK, d/b/a HANCOCK BANK**

By: \_\_\_\_\_  
Senior Vice President

**EXHIBIT A**

\$1,100,000.00

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
CITY OF APOPKA, FLORIDA  
SANITATION SYSTEM IMPROVEMENT  
REVENUE NOTE, SERIES 2014**

<u>Interest Rate</u>	<u>Date of Issuance</u>	<u>Final Maturity Date</u>
1.07%	September 5, 2014	March 1, 2019

**KNOW ALL MEN BY THESE PRESENTS**, that the City of Apopka, Florida (the "City"), for value received, hereby promises to pay, solely from the Pledged Funds described in the within mentioned Agreement, to the order of Whitney Bank, d/b/a Hancock Bank, or its successors or assigns (the "Noteholder"), the principal sum of ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,100,000.00) pursuant to that certain Loan Agreement by and between the Bank and the City, dated as of September 5, 2014 (the "Agreement"), and to pay interest on such the outstanding principal amount hereof from the Date of Issuance set forth above, or from the most recent date to which interest has been paid, at the Interest Rate per annum (calculated on a 30/360 day count basis) identified above (subject to adjustment as provided in the Agreement) on March 1 and September 1 of each year, commencing on March 1, 2015, so long as any amount under this Note remains outstanding. Principal of this Note shall be payable on March 1 of each year, commencing on March 1, 2015, through and including the Maturity Date identified above. The repayment schedule for this Note is set forth in definitive form on Appendix I attached hereto. The principal and interest on this Note is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes, and other applicable provisions of law, and Resolution No. 2014-\_\_ duly adopted by the City on September 3, 2014 (the "Resolution"), as such Resolution may be amended and supplemented from time to time, and is subject to all terms and conditions of the Resolution and the Agreement. Any capitalized term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

This Note is being issued for the principal purpose of financing the acquisition of four compressed natural gas sanitation trucks. This Note is secured by and shall be

payable from the Pledged Funds in the manner and to the extent provided and described in the Agreement.

This Note shall bear interest at the Interest Rate identified above on a 30/360 day count basis. Such Interest Rate is subject to adjustment as provided in Section 3.03 of the Agreement. The Noteholder shall provide to the City upon request such documentation to evidence the amount of interest due with respect to this Note upon any such adjustment. Any amount due hereunder not paid within fifteen (15) days of the applicable due date shall bear interest at the Default Rate (as defined in the Agreement), except as otherwise provided in the Agreement. Upon any other Event of Default, this Note shall bear interest at the Default Rate.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

All payments made by the City hereon shall apply first to accrued interest, and then to the principal amount then due on this Note.

This Note has been designated by the City as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code.

The City may prepay this Note, without penalty or premium, as a whole on any date, or in part on any Principal Payment Date, by paying to the Bank the principal amount thereof to be prepaid, together with the unpaid interest accrued on the amount of principal to be prepaid to the date of such prepayment. Each prepayment of the Note shall be made on such prepayment date as shall be specified by the City in a written notice delivered to the Bank not less than ten (10) days prior thereto, all in accordance with the provisions of the Agreement. All of the prepayment provisions contained in Section 3.02 of the Agreement shall apply with respect to this Note.

This Note, when delivered by the City pursuant to the terms of the Agreement and the Resolution, shall not be or constitute an indebtedness of the City or of the State of Florida, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from the Pledged Funds as provided in the Agreement and the Resolution. The Noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the City or the State, or taxation in any form of any property therein to pay this Note or the interest thereon.

This Note shall be and have all the qualities and incidents of a negotiable instrument under the commercial laws and the Uniform Commercial Code of the State of Florida, subject to any provisions for registration and transfer contained in the

Agreement. So long as any of this Note shall remain outstanding, the City shall maintain and keep books for the registration and transfer of this Note.

**IN WITNESS WHEREOF**, the City caused this Note to be signed by the manual signature of the Mayor and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the manual signature of the City Clerk, and this Note to be dated the Date of Issuance set forth above.

**CITY OF APOPKA, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk



**Repayment Schedule for the**  
**CITY OF APOPKA, FLORIDA**  
**SANITATION SYSTEM IMPROVEMENT REVENUE NOTE**  
**SERIES 2014**

Period Ending	Principal	Coupon	Interest	Debt Service
03/01/2015	118,000	1.070%	5,754.22	123,754.22
09/01/2015			5,253.70	5,253.70
03/01/2016	242,000	1.070%	5,253.70	247,253.70
09/01/2016			3,959.00	3,959.00
03/01/2017	244,000	1.070%	3,959.00	247,959.00
09/01/2017			2,653.60	2,653.60
03/01/2018	247,000	1.070%	2,653.60	249,653.60
09/01/2018			1,332.15	1,332.15
03/01/2019	249,000	1.070%	1,332.15	250,332.15
	1,100,000		32,151.12	1,132,151.12

**Backup material for agenda item:**

7. RESOLUTION NO. 2014-09 - Authorizing the issuance and execution of a promissory note with Whitney Bank d/b/a Hancock bank in the aggregate principal amount of not to exceed \$1,200,000 for the acquisition of various Compressed Natural Gas (CNG) station capital improvements.



# CITY OF APOPKA CITY COUNCIL

\_\_\_\_ CONSENT AGENDA  
\_\_\_\_ PUBLIC HEARING  
\_\_\_\_ SPECIAL REPORTS  
 OTHER: Resolution No. 2014-09

MEETING OF: September 3, 2014  
FROM: Finance  
EXHIBITS: Loan Agreement

**SUBJECT: RESOLUTION NO. 2014-09 – AUTHORIZING THE ISSUANCE AND EXECUTION OF A PROMISSORY NOTE WITH WHITNEY BANK D/B/A HANCOCK BANK IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,200,000 FOR THE ACQUISITION OF VARIOUS COMPRESSED NATURAL GAS (CNG) STATION CAPITAL IMPROVEMENTS.**

**Request: ADOPT RESOLUTION NO. 2014-09**

**SUMMARY:**

On May 7, 2014, City Council adopted Resolution No. 2014-04 allowing for the reimbursement of certain costs relating to the acquisition of various CNG station capital improvements. The City has determined it is in the best interest to reimburse such costs from proceeds of tax-exempt debt. The City’s Financial Advisor solicited proposals from several financial institutions to finance various CNG station capital improvements. After reviewing the proposals it was determined that Whitney Bank d/b/a Hancock Bank provided the most favorable proposal. The loan agreement provides a 10 year term with a corresponding interest rate of 1.92%.

**FUNDING SOURCE:**

General Fund

**RECOMMENDATION ACTION:**

Adopt Resolution No. 2014-09.

**DISTRIBUTION**

Mayor Kilsheimer  
Commissioners  
CA Richard Anderson  
Community Development Director

Finance Director  
HR Director  
IT Director  
Police Chief

Public Services Director  
City Clerk  
Fire Chief

**RESOLUTION NO. 2014-09**

**A RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA ACCEPTING A PROPOSAL OF WHITNEY BANK, d/b/a HANCOCK BANK TO PROVIDE THE CITY WITH A LOAN IN ORDER TO FINANCE THE ACQUISITION OF VARIOUS COMPRESSED NATURAL GAS STATION CAPITAL IMPROVEMENTS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT; AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE PURSUANT TO SUCH LOAN AGREEMENT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,200,000 IN ORDER TO EVIDENCE SUCH LOAN; AUTHORIZING THE REPAYMENT OF SUCH NOTE FROM A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES; DELEGATING CERTAIN AUTHORITY TO THE MAYOR, CITY CLERK AND OTHER OFFICERS OF THE CITY FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF THE NOTE AND VARIOUS OTHER DOCUMENTS WITH RESPECT THERETO; DESIGNATING SUCH NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** When used in this Resolution, capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement (as defined herein), unless the context clearly indicates a different meaning.

"Act" shall mean the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

**"Bank"** shall mean Whitney Bank, d/b/a Hancock Bank, and its successors and assigns.

**"City"** shall mean the City of Apopka, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

**"Chief Administrative Officer"** shall mean the Chief Administrative Officer of the City and such other person as may be duly authorized to act on his or her behalf, including, but not limited to, the Finance Director.

**"Clerk"** shall mean the City Clerk of the City, or his or her duly authorized designee.

**"Code"** shall mean the Internal Revenue Code of 1986, as amended, and applicable rules and regulations thereunder.

**"Council"** shall mean the City Council of the City.

**"Finance Director"** shall mean the Finance Director of the City and such other person as may be duly authorized to act on his or her behalf.

**"Financial Advisor"** means the City's financial advisor, Public Financial Management, Inc.

**"Loan Agreement"** shall mean the Loan Agreement to be executed between the Bank and the City, which shall be substantially in the form attached hereto as Exhibit B.

**"Mayor"** shall mean the Mayor of the City and in his or her absence or unavailability, the Vice-Mayor of the City and such other person as may be duly authorized to act on his or her behalf.

**"Non-Ad Valorem Revenues"** shall have the meaning assigned such term in the Loan Agreement.

**"Project"** shall mean the acquisition of various compressed natural gas station capital improvements, as described in the plans and specifications on file or to be on file with the City, as the same may be modified or amended from time to time, and which are to be financed with a portion of the proceeds of the Series 2014 Note.

**"Series 2014 Note"** shall mean the City of Apopka, Florida Special Obligation Improvement Revenue Note, Series 2014, as such Series 2014 Note is more particularly described in the Loan Agreement.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Resolution.

Words importing the singular number include the plural number, and vice versa.

**SECTION 3. RESOLUTION TO CONSTITUTE CONTRACT.** In consideration of the purchase and acceptance of the Series 2014 Note by the Bank, the provisions of this Resolution shall be a part of the contract of the City with the Bank, and shall be deemed to be and shall constitute a contract between the City and the Bank. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the benefit, protection and security of the Bank.

**SECTION 4. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) The City has certain capital improvement needs and requirements in the form of the Project that are required to be acquired and equipped in order to improve and maintain the health, safety and welfare of the City and its inhabitants.

(B) The City's Financial Advisor solicited proposals from financial institutions to provide a loan to finance the Project.

(C) The Bank submitted its proposal to provide the City with a term loan to finance the Project which proposal was the most favorable proposal received by the City and is attached hereto as Exhibit A.

(D) The Series 2014 Note shall be repaid solely from the Non-Ad Valorem Revenues in the manner and to the extent set forth herein and in the Loan Agreement and the ad valorem taxing power of the City will never be necessary or authorized to pay said amounts.

(E) It is not reasonably anticipated that more than \$10,000,000 of tax-exempt obligations as defined under Section 265(b)(3) of the Code will be issued by the City during the calendar year 2014.

(F) Due to the potential volatility of the market for tax-exempt obligations such as the Series 2014 Note and the complexity of the transactions relating to such Series 2014 Note, it is in the best interest of the City to issue the Series 2014 Note by a negotiated sale to the Bank, allowing the City to sell and issue the Series 2014 Note at the most advantageous time, rather than at a specified advertised date, thereby permitting the City to obtain the best possible price, terms and interest rate for the Series 2014 Note.

**SECTION 5. AUTHORIZATION OF ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT.** The financing of the Project through the issuance of the Series 2014 Note is hereby authorized.

**SECTION 6 ACCEPTANCE OF PROPOSAL.** The City hereby accepts the proposal of the Bank to provide the City with a term loan to finance the Project in the

form attached hereto as Exhibit A. The Chief Administrative Officer and the Finance Director are each hereby authorized to execute and deliver any documents required to formally accept such proposal and the terms thereof. All actions taken by such officers or their designees and the Financial Advisor with respect to such proposal prior to the date hereof are hereby authorized and ratified. To the extent of any conflict between the provisions of this Resolution or the Loan Agreement and the proposal, the provisions of this Resolution and the Loan Agreement shall prevail.

**SECTION 7. APPROVAL OF FORM OF LOAN AGREEMENT AND SERIES 2014 NOTE.** The City hereby approves a term loan from the Bank in the principal amount of not to exceed \$1,200,000. The terms and provisions of the Loan Agreement in substantially the form attached hereto as Exhibit B are hereby approved, with such changes, insertions and additions as the Mayor may approve. The City hereby authorizes the Mayor to execute and deliver, and the Clerk to attest and affix the City seal to, the Loan Agreement substantially in the form attached hereto as Exhibit B, with such changes, insertions and additions as the Mayor may approve, his execution thereof being evidence of such approval. In order to evidence the loan under the Loan Agreement, it is necessary to provide for the execution of the Series 2014 Note. The Mayor and the Clerk are authorized to execute and deliver the Series 2014 Note substantially in the form attached to the Loan Agreement as Exhibit A with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval.

**SECTION 8. DESIGNATION OF THE SERIES 2014 NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION.** The City hereby designates the Series 2014 Note as a "qualified-tax exempt obligation" under Section 265(b)(3) of the Code. This designation is based upon the findings of the City set forth in Section 4(E) hereof and the Mayor is authorized to certify such finding upon the issuance of the Series 2014 Note.

**SECTION 9. LIMITED OBLIGATION.** The obligation of the City to repay the Series 2014 Note is a limited and special obligation payable from Non-Ad Valorem Revenues solely in the manner and to the extent set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City and such obligation shall not create a lien on any property whatsoever of or in the City other than the Non-Ad Valorem Revenues. The Non-Ad Valorem Revenues shall consist of legally available non-ad valorem revenues budgeted and appropriated by the Council to pay debt service on the Series 2014 Note, all to the extent described in the Loan Agreement.

**SECTION 10. GENERAL AUTHORIZATION.** The Mayor, the Chief Administrative Officer, the Finance Director and the Clerk are authorized to execute and deliver such documents, instruments and contracts, whether or not expressly contemplated hereby, and the City Attorney and other employees or agents of the City are hereby authorized and directed to do all acts and things required hereby or thereby as

may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution.

**SECTION 11. REPEAL OF INCONSISTENT DOCUMENTS.** All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

**SECTION 12. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED,** this 3rd day of September, 2014.

**CITY OF APOPKA, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**EXHIBIT A**

Whitney Bank, d/b/a Hancock Bank Proposal

**EXHIBIT B**

Form of Loan Agreement



**Hancock Bank**  
PUBLIC FINANCE DEPARTMENT

Via E-Mail

June 3, 2014

Honorable Mayor and City Commission  
City of Apopka, Florida

C/o Mr. Brent Wilder  
Public Financial Management

C/o Mr. Nicklas Rocca  
Public Financial Management

Re: City of Apopka – financing for CNG station capital improvements (revised proposal)  
\$1,200,000 maximum (bank qualified CBA Revenue Note, Series 2014)

Please accept this letter as a commitment of Hancock Bank (Whitney Bank doing business as Hancock Bank) or the "Bank" to purchase the above captioned Note upon the terms and conditions outlined below:

Issuer: City of Apopka, Florida.

Amount: \$1,200,000 in aggregate principal amount "bank loan" in the form of a Revenue Note (the "Note" or "Series 2014 Note") of the Issuer.

Purpose of Issue: Proceeds of the Note will be used to finance various capital improvements related to the City's compressed natural gas (CNG) station and to pay the cost of issuance related to the financing (the "Project").

Authority for Issue: Provisions of the Florida Constitution, the Charter of the City of Apopka, Florida, as amended; Chapter 166, Part II of the Florida Statutes, and any other valid constitutional and statutory authority.

Dated Date of Note - Date of Delivery

Form of Certificates: The Note will be issued as a single typewritten or printed certificate, in fully registered form.

Interest Rate & Term: Pursuant to the City's Request for Proposal we are offering the following interest rate and term:

### Fixed Rate Option:

**Fixed Rate option – fully funded \*\* on the day we close the loan as outlined below:**

<u>Term ##</u>	<u>Annual Interest Rate #</u>
10 year term approximately – fully amortized	<b>1.92%</b> (bank qualified tax exempt)

\*\* The Issuer would fully fund the loan on the day we close the loan.

# *The quoted fixed interest rate is contingent upon the Mayor and City Commission accepting our proposal by no later than 30 days from the date of this letter. If the Mayor and Commission accept our proposal by the stipulated time, we will **hold** the above referenced fixed interest rate **firm**, provided that the Note is **closed** (fully funded) no later than **66 days** from the date of this proposal. Based on your RFP (estimated closing date of August 8<sup>th</sup>), the 66 day time frame should provide more than adequate time to "lock-in" the interest rate. Should the Note not be funded within the 66 day time frame a different rate could apply, which would be based upon the same pricing methodology we used to calculate the above referenced fixed interest rate.*

## Our pricing is based on the estimated amortization of principal that the City presented in its RFP. We realize that the final amortization schedule could change slightly in order to better meet the City's needs and we are open to some changes in this proposed amortization structure; however our pricing is based on the final amortization of principal not having an average life that exceeds 5.60 years. Should the final amortization have an average life that exceeds 5.60 years, our rate would be higher than that offered above.

Interest and Principal Payments: interest would be calculated on a 30 over 360 day basis. Interest would be payable semi-annually on March 1 and September 1 of each year, commencing September 1, 2014. Principal would be reduced annually on March 1 with the first principal payment commencing on March 1, 2015 and the last principal payment being on March 1, 2024, as outlined in the City's RFP.

We would prefer (preferred if possible... but not required) that the loan be structured such that minimum principal denominational units be in units of one-thousand (\$1,000.00) or multiples thereof.

Prepayment Provisions: The principal may be prepaid in whole on any date with 10 days advance written notice to the Bank *without prepayment penalty*. Principal may be prepaid in part on any principal payment date (each March 1<sup>st</sup>) with 10 days advance written notice to the Bank *without prepayment penalty*, provided that the City pays all accrued interest which shall have accrued to the date of prepayment and provided further that any principal prepayments shall be in multiples of one-thousands (\$1,000.00). Prepayments shall be deemed to apply to those principal installments with the latest maturities on the Note in inverse order.

Credit Approval: Already approved.

Security: To secure the Series 2014 Note the City would “covenant to budget and appropriate” (CBA) legally available non-ad valorem revenues from all legally available revenues. Such “covenant to budget and appropriate” would be subject only to the payment of debt secured by a lien on specific non-ad valorem revenues and the requirement that the City fund essential governmental services (the City will not otherwise be entitled to fail to budget and appropriate debt service in order to balance its budget). Such covenant to budget and appropriate shall be cumulative to the extent not paid, and shall continue until such non-ad valorem revenues in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. The covenant to budget and appropriate in the manner stated herein shall have the effect of making revenues available for payment of principal and interest on the Note, and placing on the City a positive duty to appropriate and budget necessary amounts sufficient to meet its obligations under the Note. Given the City’s history of relying on “net transfers” into its Governmental Funds from its Proprietary Funds in order to cover the costs of essential governmental services we would require that the legally available governmental non-ad valorem revenues, after provision for essential governmental services payable from those funds, would be sufficient to cover the debt service on the Series 2014 Note, any other CBA debt secured by governmental non-ad valorem revenues, and any other debt secured by a lien or pledge of all or a portion of governmental non-ad valorem revenues and that to the extent that the governmental non-ad valorem revenues are insufficient, the covenant will be required to extend to the proprietary funds non-ad valorem revenues.

Additional Debt: The City would not incur additional debt secured by a lien on all or a portion of the legally available non ad valorem revenues or by a covenant to budget and appropriate unless it shall certify that the legally available non ad valorem revenues, after provision for essential governmental service and payment of all debt secured by all or a portion of the legally available non ad valorem revenues, is no less than 1.25 times the maximum annual debt service on all debt secured by a covenant to budget and appropriate from legally available non ad valorem revenues, including any debt payable from a lien on one or more specific non ad valorem revenue sources and any future proposed debt secured by a covenant to budget and appropriate or a specific lien on one or more non ad valorem revenue sources.

Required Accounts: We would not require the City to set up a reserve fund for this loan. We would however require the City to set up a debt service fund (sinking fund) into which it would make monthly proportionate deposits (i.e., 1/6 interest and 1/12 principal) sufficient to meeting its upcoming interest and principal payments.

Documentation: All documentation would need to be acceptable to the Bank and “Bank Counsel”. The Bank and Bank Counsel would need to review and approve all documentation prior to adoption and/or acceptance by the Issuer’s Board. We understand that Bond Counsel will be *Nabors, Giblin & Nickerson, P.A.* Bond Counsel would draft the loan documents and issue the customary legal and tax opinions. Based on this, the role of “Bank Counsel” would be limited to that of a “review function” only. We have outlined the cost of Bank Counsel in the paragraph captioned “Closing costs, fees and expenses” presented below.

Additional Terms and Conditions:

\* All legal and tax opinions would be addressed to the Bank and be in a form and substance acceptable to the Bank.

\* The City’s RFP states that the purchaser will be required to sign a certificate to the effect that “they are not relying on disclosures from the City”. We are amenable to signing such a certificate provided that it is recognized in the certificate that the Bank is relying on the City and its representatives with regard to the financial information and other information that the City (and its representatives) have presented with the City’s RFP.

\* Prior to closing the City would provide to the Bank a certificate to the effect that i) the financial statements were prepared in accordance with GAAP and fairly present the financial condition of the City as of their date and ii) since the date of the information presented in the 2012 audit (latest audit available at this time) there has been no material adverse change in the financial condition of the City or the pledged revenues/Non-ad Valorem Revenues.

\* We would require that the interest rate on the loan be “grossed up” and applied retroactively to the date of any event of taxability should it be determined by the Internal Revenue Service that the tax status of the Bond has changed. Such “gross up” would not exceed any statutory limit imposed by the State of Florida and would be equal to the tax equivalent yield as originally contemplated by the Bank.

\* Provision would be made for a “default interest rate” equal to 5% or any statutory interest rate limitation imposed by the State of Florida, whichever is less.

\* The City would reimburse the Bank for all reasonable legal and collection costs to exercise its remedies or collect its payments for the loan in the event of default.

\* If the City would not accept acceleration as a condition for this loan, we would want to insure that provisions are made such that no other obligations (whether current or future) secured by non-ad valorem revenues be allowed to accelerate their loan(s) to the City unless Hancock Bank were allowed to accelerate its loan.

\* The loan documentation would define standard events of default as are customary for this type of transaction and would provide reasonable remedies to the Bank in the event of default under the loan documents.

\* The City would agree to provide to the Bank (at no cost) the following information: a copy of its audited financial statement annually, annual operating budget (if requested by the Bank), and such other financial information as the Bank may reasonably request.

\* Hancock Bank's remedies could be exercised independently of all other series of debt obligations of the City and would require no other bondholders' approvals to exercise such remedies in the event of default.

Closing costs, fees and expenses: The bank would charge **no fees** and assess **no closing costs for its own benefit**. However, we would require the City to *reimburse* the Bank for "Bank Counsel" expense. Bank Counsel's fee will not exceed \$2,000 if its role is limited to a "review" function only. All other legal expense i.e., Bond Counsel, City's Local Counsel, and the City's Financial Advisor would be paid directly by the City – see the "Documentation" paragraph above for more detail.


Tax Status of the Note: The quoted interest rate is predicated upon the Note being designated as a "qualified" tax-exempt obligation under Section 265(b) (3) of the Internal Revenue Service Code of 1986, as amended.

Delivery: As soon as possible after all approvals, but in any event the loan would be closed no later than 66 days from the date of this proposal in order for us to hold firm the quoted fixed rate of interest.

This proposal shall remain valid for a period of 66 days provided the City's Governing Body accepts this proposal within 30 days from the date of this letter.

Yours very truly,

**HANCOCK BANK \*\***

By:   
Steven E. Cole  
Senior Vice President  
Public Finance Department

\*\* "Hancock Bank" is a trade name used by Whitney Bank, a Mississippi chartered banking corporation, in providing products and services through its locations in Florida, Alabama and Mississippi. Any obligations incurred with regard to this proposal would be payable to Whitney Bank.

**Accepted and Approved:**

The Governing Body of the City of Apopka has accepted this Financing Proposal from Hancock Bank and hereby selects Hancock Bank to finance the above referenced Project.

Approved and accepted: As of this the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk



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**LOAN AGREEMENT**

**BETWEEN**

**CITY OF APOPKA, FLORIDA**

**AND**

**WHITNEY BANK, d/b/a HANCOCK BANK**

**Dated as of September 5, 2014**

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## LOAN AGREEMENT

This **LOAN AGREEMENT** (the "Agreement") is made and entered into as of September 5, 2014, by and between the **CITY OF AOPKA, FLORIDA**, a municipal corporation duly organized and validly existing under the laws of the State of Florida, and its successors as may be provided by law (the "City"), and **WHITNEY BANK, d/b/a HANCOCK BANK**, a corporation duly organized and existing under the laws of the State of Mississippi and authorized to do business in the State of Florida, and its successors and assigns (the "Bank");

### **WITNESSETH:**

**WHEREAS**, the City is authorized by provisions of Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the "Act") to, among other things, acquire, construct, equip, own, sell, lease, operate and maintain various capital improvements and public facilities to promote the health, welfare and economic prosperity of the residents of the City and to borrow money to finance and refinance the acquisition, construction, equipping and maintenance of such capital improvements and public facilities; and

**WHEREAS**, the City has various capital improvement needs and requirements in the form of the acquisition, construction and installation of various compressed natural gas station capital improvements, as the same may be modified or amended from time to time (the "Project") that are being acquired, constructed and installed in order to improve and maintain the health, safety and welfare of the City and its inhabitants; and

**WHEREAS**, in order to provide financing with respect to the Project, the financial advisor for the City, Public Financial Management, Inc. (the "Financial Advisor"), solicited bids on behalf of the City from various financial institutions to provide a loan to the City to finance the Project; and

**WHEREAS**, the Bank submitted its proposal to provide the City with a term loan to finance the Project, which proposal was the most favorable proposal received by the City; and

**WHEREAS**, the Bank is willing to make a term loan to the City, and the City is willing to incur such loan, pursuant to the terms and provisions of this Agreement in an aggregate principal amount of \$1,200,000 to finance the Project and pay costs relating to the issuance of the hereinafter described Series 2014 Note.

### **NOW, THEREFORE, THIS AGREEMENT WITNESSETH:**

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

**ARTICLE I**  
**DEFINITION OF TERMS**

**SECTION 1.01. DEFINITIONS.** The capitalized terms defined in this Article I shall, for all purposes of this Agreement, have the meanings specified in this Article I, unless the context clearly otherwise requires.

**"Act"** shall mean Chapter 166, Florida Statutes, and other applicable provisions of law.

**"Agreement"** shall mean this Loan Agreement, dated as of September 5, 2014, between the City and the Bank and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

**"Bank"** shall mean Whitney Bank, d/b/a Hancock Bank, and its successors and assigns.

**"Business Day"** shall mean any day other than a Saturday, Sunday or a day on which the Bank is authorized or required to be closed.

**"City"** shall mean the City of Apopka, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

**"Chief Administrative Officer"** shall mean any acting, interim or permanent Chief Administrative Officer of the City or his or her duly authorized designee.

**"Clerk"** shall mean the City Clerk of the City, or his or her duly authorized designee.

**"Code"** shall mean the Internal Revenue Code of 1986, as amended, and applicable rules and regulations thereunder.

**"Default Rate"** shall mean a fixed rate of interest equal to the lesser of (A) 5.00% per annum and (B) the maximum interest rate allowed under applicable law.

**"Determination of Taxability"** shall mean the circumstance of interest paid or payable on the Series 2014 Note becoming includable for federal income tax purposes in the gross income of the Bank as a consequence of any act or omission of the City. A Determination of Taxability will be deemed to have occurred upon (A) the receipt by the City or the Bank of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other official letter or correspondence from the Internal Revenue Service which holds that any interest payable on the Series 2014 Note is includable in the gross income of the Bank; (B) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on the Series 2014 Note is includable in the gross income of the Bank; or (C) receipt by the

City or the Bank of an opinion of Note Counsel that any interest on the Series 2014 Note has become includable in the gross income of the Bank for federal income tax purposes; provided, no Determination of Taxability shall be deemed to occur unless the City has been given, to the extent permitted by law, an opportunity to participate in and seek, at the City's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on the Series 2014 Note is deemed includable in the gross income of the Bank. A Determination of Taxability shall not occur solely in the event such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum income tax imposed on corporations.

**"Finance Director"** shall mean the Finance Director of the City and such other person as may be duly authorized to act on his or her behalf.

**"Fiscal Year"** shall mean the 12-month period commencing on October 1 of any year and ending on September 30 of the immediately succeeding year.

**"Interest Rate"** shall mean a fixed interest rate equal to 1.92% per annum. The Interest Rate is subject to adjustment pursuant to Section 3.03 hereof.

**"Maturity Date"** shall mean March 1, 2024.

**"Non-Ad Valorem Revenues"** shall mean all revenues of the City derived from any source whatsoever other than revenues generated from ad valorem taxation on real or personal property which are legally available to make the payments required herein, but only after provision has been made by the City for the payment of all essential or legally mandated services.

**"Note Counsel"** shall mean Nabors, Giblin & Nickerson, P.A., Tampa, Florida or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

**"Project"** shall mean the acquisition, construction and installation of various compressed natural gas station capital improvements, all as more particularly described and identified in the plans and specifications on file with the City and all incidental costs relating thereto, as the same may be modified from time to time.

**"Resolution"** shall mean Resolution No. 2014-\_\_\_ adopted by the City on September 3, 2014, which among other things authorized the execution and delivery of this Loan Agreement and the issuance of the Series 2014 Note.

**"Series 2014 Note"** shall mean the City of Apopka, Florida Special Obligation Improvement Revenue Note, Series 2014, authorized to be issued by the Resolution and more particularly described in Article III hereof.

**"State"** shall mean the State of Florida.

**"Taxable Rate"** shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Bank with the same after tax yield that the Bank would have otherwise received had the Determination of Taxability not occurred taking into account the increased taxable income of the Bank as a result of such Determination of Taxability.

**"Tax Certificate"** shall mean the Certificate as to Arbitrage and Certain Other Tax Matters to be executed by the City in connection with the issuance of the Series 2014 Note, as such Certificate may be amended from time to time.

**SECTION 1.02. INTERPRETATION.** Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

**SECTION 1.03. TITLES AND HEADINGS.** The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[Remainder of page intentionally left blank]

**ARTICLE II  
REPRESENTATIONS, WARRANTIES AND COVENANTS;  
SECURITY FOR SERIES 2014 NOTE**

**SECTION 2.01. REPRESENTATIONS BY THE CITY.** The City represents, warrants and covenants that:

(a) The City is a municipal corporation duly organized and validly existing under the Constitution and other laws of the State. Pursuant to the Resolution, the City has duly authorized the execution and delivery of this Agreement, the performance by the City of all of its obligations hereunder, and the issuance of the Series 2014 Note in the aggregate principal amount of \$1,200,000.

(b) The City has complied with all of the provisions of the Constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by this Agreement or under the Series 2014 Note, and to perform all of its obligations hereunder and under the Series 2014 Note and, to the best knowledge of the City after due inquiry, the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the City is a party or by which the City is bound.

(c) The City is duly authorized and entitled to issue the Series 2014 Note and enter into the Agreement and, when issued in accordance with the terms of this Agreement, the Series 2014 Note and this Agreement will each constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the best knowledge of the City after due inquiry, threatened against or affecting the City, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the City to perform the City's obligations under this Agreement or under the Series 2014 Note.

(e) The City will furnish to the Bank within 180 days after the close of each Fiscal Year a copy of the annual audited financial statements of the City prepared by a certified public accountant. The City shall also provide the Bank with a copy of the annual budget of the City each year within 30 days of the final adoption of such budget. With reasonable promptness the City shall provide such other data and information as may be reasonably requested by the Bank from time to time, or in the alternative the City shall permit the Bank the right to inspect any and all of the City books, records, and/or



accountings as may reasonably be related to this Agreement. The foregoing information shall be provided at no cost to the Bank.

**SECTION 2.02. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BANK.** The Bank hereby represents, warrants and agrees that it is a corporation duly organized and existing under the laws of the State of Mississippi, authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such execution and delivery will not constitute a violation of its charter, articles of incorporation or bylaws. Pursuant to the terms and provisions of this Agreement, the Bank agrees to provide a term loan to the City as evidenced hereby and by the Series 2014 Note for the purpose of financing the Project and paying costs relating to the issuance of the Series 2014 Note.

**SECTION 2.03. TAX COVENANT.** (a) In order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Series 2014 Note, the City shall comply with each requirement of the Code applicable to the Series 2014 Note. In furtherance of the covenant contained in the preceding sentence, the City agrees to continually comply with the provisions of the Tax Certificate, which is incorporated fully by reference herein, as a source of guidance for achieving compliance with the Code.

(b) The City shall make any and all rebate payments required to be made to the United States Department of the Treasury in connection with the Series 2014 Note pursuant to Section 148(f) of the Code.

(c) So long as necessary in order to maintain the exclusion from gross income of interest on the Series 2014 Note for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Series 2014 Note and the interest thereon, including any payment or defeasance thereof.

(d) The City shall not take or permit any action or fail to take any action which would cause the Series 2014 Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

**SECTION 2.04. SERIES 2014 NOTE SHALL NOT TO BE INDEBTEDNESS OF THE CITY OR STATE.** The Series 2014 Note, when delivered by the City pursuant to the terms of this Agreement, shall not be or constitute an indebtedness of the City, the State of Florida or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely as herein provided. The Bank shall never have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form on any property therein to pay the Series 2014 Note or the interest thereon. The Series 2014 Note is a special and limited obligation secured by and payable as to principal and interest from the Non-Ad Valorem Revenues, as provided herein.

**SECTION 2.05. COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES.** The City covenants and agrees to budget and appropriate in its annual budget for each Fiscal Year in which any amounts due hereunder or with respect to the Series 2014 Note remain unpaid or outstanding, by amendment, if necessary, from Non-Ad Valorem Revenues amounts sufficient to pay principal of and interest on the Series 2014 Note when due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Bank a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds, notes and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Series 2014 Note, in the manner described herein, Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which generally provide that the governing body of each municipality may only make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law. The City would not otherwise be entitled to fail to budget and appropriate debt service for the Series 2014 Note in order to balance its budget.

**SECTION 2.06. DEBT SERVICE ACCOUNT.** The City agrees to establish a "Debt Service Account" for the security of the Series 2014 Note. Each month, the City shall deposit or credit to the Debt Service Account legally available Non-Ad Valorem Revenues, the sum which, together with the balance in said Account, shall equal the principal and interest on the Series 2014 Note accrued and unpaid and to accrue to the end of the then current calendar month. Except as provided in the next succeeding paragraph, moneys in the Debt Service Account shall be applied by the City for the

payment of debt service on the Series 2014 Note. The City shall adjust the amount of the deposit to the Debt Service Account not later than a month immediately preceding any payment date so as to provide sufficient moneys in the Debt Service Account to pay the debt service on the Series 2014 Note coming due on such payment date. No further deposit need be made to the Debt Service Account when the moneys therein are equal to the debt service coming due on the Series 2014 Note on the next succeeding payment date. Any investment earnings on the Debt Service Account shall be retained therein.

Notwithstanding the foregoing, the deposit of legally available Non Ad-Valorem Revenues in the Debt Service Account does not create any lien upon or pledge of such Non-Ad Valorem Revenues in favor of the Bank. Payment of principal and interest on the Series 2014 Note from moneys in the Debt Service Account shall be junior and subordinate, in all respects, to (i) the payment of services and programs for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law, and (ii) payments of obligations secured by a pledge of Non-Ad Valorem Revenues heretofore or hereinafter entered into (including payment of debt service on bonds, notes and other debt instruments).

**SECTION 2.07. PAYMENT COVENANT.** The City covenants that it shall duly and punctually pay from the Non-Ad Valorem Revenues in accordance with Sections 2.05 and 2.06 hereof, the principal of and interest on the Series 2014 Note at the dates and place and in the manner provided herein and in the Series 2014 Note according to the true intent and meaning thereof and all other amounts due under this Agreement.

**SECTION 2.08. ANTI-DILUTION.** The City covenants that it shall maintain a debt service coverage ratio calculated annually (as reflected in the City's audited financials for the prior Fiscal Year) in excess of 1.0 to 1.0 based upon the City's general fund as more particularly described as follows: the sum of the general fund's total revenues plus operating transfers into the general fund, less the general fund's total expenditures net of debt service paid from the general fund during the year less operating transfers out from the General Fund, plus the general fund's assigned and unassigned fund balance, divided by debt service paid from the general fund during the year.

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**ARTICLE III**  
**DESCRIPTION OF SERIES 2014 NOTE; PAYMENT TERMS;**  
**OPTIONAL PREPAYMENT**

**SECTION 3.01. DESCRIPTION OF THE SERIES 2014 NOTE.** (a) The City hereby authorizes the issuance and delivery of the Series 2014 Note to the Bank which Series 2014 Note shall be in an amount equal to ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00) and shall be designated as the "City of Apopka, Florida Special Obligation Improvement Revenue Note, Series 2014." The text of the Series 2014 Note shall be substantially in the form attached hereto as Exhibit A, with such deletions, insertions and variations as may be necessary and desirable to reflect the particular terms of the Series 2014 Note. The provisions of the form of the Series 2014 Note are hereby incorporated in this Agreement.

(b) The Series 2014 Note shall be dated the date of its delivery. The Series 2014 Note shall be executed in the name of the City by the manual signature of the Mayor and the official seal of the City shall be affixed thereto and attested by the manual signature of the Clerk. In case any one or more of the officers, who shall have signed or sealed the Series 2014 Note, shall cease to be such officer of the City before the Series 2014 Note so signed and sealed shall have been actually delivered, such Series 2014 Note may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed such Series 2014 Note had not ceased to hold such office.

(c) The Series 2014 Note shall bear interest from its date of issuance at the Interest Rate (calculated on a 30/360 day count basis) as the same may be adjusted pursuant to Section 3.03 hereof. Interest on the Series 2014 Note shall be payable semi-annually on March 1 and September 1 of each year, commencing March 1, 2015 (each an "Interest Payment Date") so long as any amount under the Series 2014 Note remains outstanding. Principal of the Series 2014 Note shall be payable annually on March 1 of each year, commencing March 1, 2015 (each a "Principal Payment Date"), through and including the Maturity Date. The aggregate annual principal and interest payments shall be in substantially equal amounts determined on approximately a level debt service basis and shall be set forth in the Series 2014 Note. The Finance Director is authorized to establish the final debt service schedule with the assistance of the City's Financial Advisor and the agreement of the Bank.

(d) All payments of principal of and interest on the Series 2014 Note shall be payable in any coin or currency of the United States which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Bank (i) in immediately available funds, (ii) by delivering to the Bank no later than the applicable Interest Payment Date or Principal Payment Date a check or draft of the City or wire transfer (at the request of the Bank), or (iii) in such other manner as the City and the Bank shall agree upon in writing. If any Interest Payment Date or Principal Payment

Date is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment. The City shall maintain books and records with respect to the identity of the holders of the Series 2014 Note, including a complete and accurate record of all assignments of this Agreement and the Series 2014 Note as provided in Section 3.01(f).

(e) There will be no ongoing Bank fees for the term loan made hereunder. Except as otherwise provided herein, the Bank shall pay for all of its costs relating to servicing the term loan; provided however that the Bank will not be prevented from collecting from the City reasonable costs of collection to enforce its rights under the Series 2014 Note.

(f) The Bank's right, title and interest in and to this Agreement, the Series 2014 Note and any amounts payable by the City hereunder may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Bank, without the necessity of obtaining the consent of the City; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, and is purchasing this Agreement and the Series 2014 Note (or any interest therein) for its own account with no present intention to resell or distribute this Agreement and the Series 2014 Note (or interest therein), subject to each investor's right at any time to dispose of the Agreement and the Series 2014 Note (or any interest therein) as it determines to be in its best interests and (ii) shall not result in more than 35 owners of the Bank's rights and interests under this Agreement and the Series 2014 Note or the creation of any interest in this Agreement and the Series 2014 Note in an aggregate principal amount that is less than \$100,000. Unless to an affiliate controlling, controlled by or under common control with the Bank, no assignment, transfer or conveyance permitted by this Section 3.01(f) shall be effective until the City shall have received a written notice of assignment that discloses the name and address of each such assignee. If the Bank notifies the City of its intent to assign and sell its right, title and interest in and to this Agreement and the Series 2014 Note as herein provided, the City agrees that it shall execute and deliver to the assignor a notice and acknowledgement of assignment in form and substance satisfactory to the assignor within ten (10) days after its receipt of such request.

**SECTION 3.02. OPTIONAL PREPAYMENT.** (a) The Series 2014 Note may be prepaid, without penalty or premium, at any time prior to the Maturity Date, at the option of the City, from any moneys legally available therefor, upon notice as provided herein, in whole on any date, or in part on any Principal Payment Date, by paying to the Bank the principal amount of the Series 2014 Note to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such

prepayment. Prepayments must be made in \$1,000 principal amounts or multiples thereof.

(b) Any prepayment shall be made on such payment date as shall be specified by the City in a written notice provided to the Bank not less than ten (10) days prior thereto by first class mail. Notice having been given as aforesaid, the outstanding principal of the Series 2014 Note to be prepaid shall become due and payable on the date of prepayment stated in such notice, together with the interest accrued and unpaid to the date of prepayment on the principal amount then being paid. If on the date of prepayment moneys for the payment of the principal amount to be prepaid on the Series 2014 Note, together with the accrued interest to the date of prepayment on such principal amount, shall have been paid to the Bank as above provided, then from and after the date of prepayment, interest on such prepaid principal amount of the Series 2014 Note shall cease to accrue. If said money shall not have been so paid on the date of prepayment, such principal amount of the Series 2014 Note shall continue to bear interest until payment thereof at the Interest Rate.

(c) In the event any portion of the Series 2014 Note is optionally prepaid pursuant to this Section 3.02, the amount so prepaid shall be applied as a credit against the principal amount due on the then latest scheduled Principal Payment Date. The Bank shall make appropriate notations in its records indicating the amount and date of any such prepayment and shall promptly transmit an acknowledgment to the City indicating the amount and date of such prepayment.

**SECTION 3.03. ADJUSTMENTS TO INTEREST RATES.** (a) If for any reason it shall be determined that any portion of the Series 2014 Note is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, then the Interest Rate thereon shall be increased to such rate as shall provide the Bank with the same rate of return that the Bank would have otherwise received on the such amounts taking into account the diminished deductibility of interest expense of the Bank under Section 265 of the Code as a result of the non "qualified tax-exempt obligation" status of the Series 2014 Note; provided, however, such increased rate shall never exceed the maximum rate allowable by law. Upon the written request of the City, the Bank shall provide the City with sufficient evidence supporting any such increase.

(b) In the event of a Determination of Taxability, the Interest Rate shall be immediately increased (effective retroactively to the date of inclusion in gross income) to the Taxable Rate; provided, however, such increased rate shall never exceed the maximum rate allowable by law.

In addition, upon a Determination of Taxability, the City agrees to pay to the Bank any penalties and interest paid or payable by the Bank to the Internal Revenue Service by reason of such Determination of Taxability.

**ARTICLE IV**  
**CONDITIONS FOR ISSUANCE OF THE SERIES 2014 NOTE**

**SECTION 4.01. CONDITIONS FOR ISSUANCE.** (a) In connection with the issuance of the Series 2014 Note, the Bank shall not be obligated to purchase the Series 2014 Note pursuant to this Agreement unless at or prior to the issuance thereof the City delivers to the Bank the following items in form and substance acceptable to the Bank:

- (i) A fully executed Tax Certificate;
- (ii) A copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service;
- (iii) An opinion of Note Counsel addressed to the Bank (or addressed to the City with a reliance letter addressed to the Bank) in form and substance to the effect that (A) this Agreement and the Series 2014 Note have been duly authorized, executed and delivered by the City and each is an enforceable obligation against the City in accordance with its terms (enforceability of it may be subject to standard bankruptcy exceptions and the like), (B) interest on the Series 2014 Note shall be excludable from gross income for federal income tax purposes and will not be treated as a preference item for purposes of computing the alternative minimum tax imposed by Section 55 of the Code (however, the interest on the Series 2014 Note may be taken into account in determining the adjusted current earnings for the purpose of computing the alternative minimum tax on certain corporations (as defined for federal tax purposes)), and (C) the Series 2014 Note qualifies as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code;
- (iv) The fully executed Series 2014 Note and Loan Agreement;
- (v) A certified copy of the Resolution;
- (vi) An opinion of the City Attorney of the City addressed to the Bank in a form and substance acceptable to the City and the Bank; and
- (vii) Such additional certificates, instruments and other documents as the Bank or Note Counsel may deem necessary or appropriate.

(b) The City shall apply the proceeds of the Series 2014 Note to finance the Project and pay costs of issuing the Series 2014 Note.

[Remainder of page intentionally left blank]

**ARTICLE V**  
**EVENTS OF DEFAULT; REMEDIES**

**SECTION 5.01. EVENTS OF DEFAULT.** An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The City shall fail to make timely payment of principal or interest when due with respect to the Series 2014 Note;

(b) Any representation or warranty of the City contained in Article II of this Agreement shall prove to be untrue in any material respect when made;

(c) Any covenant of the City contained in this Agreement shall be breached or violated for a period of thirty (30) days after the City receives notice from the Bank of such breach or violation, unless the Bank shall agree in writing, in its sole discretion, to an extension of such time prior to its expiration; and

(d) There shall occur the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the commission by the City of any act of bankruptcy, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of its creditors, or appointment of a receiver for the City, or the entry by the City into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter amended;

**SECTION 5.02. REMEDIES.** If any Event of Default shall have occurred and be continuing, the Bank or any trustee or receiver acting for the Bank may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the City or by any officer thereof, including, but not limited to, specific performance. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding the foregoing, upon the occurrence of an Event of Default, the Bank shall in no event have the right to declare the entire amount of the then outstanding Series 2014 Note and all accrued interest thereon to be immediately due and payable. The City hereby covenants that it shall not grant to the holders from time to time of any debt secured by a covenant to budget and appropriate Non-Ad Valorem Revenues the



right to declare all or a portion of such debt immediately due and payable unless it shall amend this Agreement to allow the Bank such acceleration rights with respect to the Series 2014 Note.

Any amount due hereunder not paid within fifteen (15) days of the applicable due date shall bear interest at the Default Rate. Upon any other Event of Default, the Series 2014 Note shall bear interest at the Default Rate.

In addition, the Bank shall be reimbursed for its reasonable legal fees, costs and collection costs incurred on account of an Event of Default.

The Bank's remedies can be exercised independently of all other series of debt obligations secured by a covenant to budget and appropriate Non-Ad Valorem Revenues.

[Remainder of page intentionally left blank]

**ARTICLE VI  
MISCELLANEOUS**

**SECTION 6.01. AMENDMENTS, CHANGES OR MODIFICATIONS TO THE AGREEMENT.** This Agreement shall not be amended, changed or modified without the prior written consent of the Bank and the City.

**SECTION 6.02. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**SECTION 6.03. SEVERABILITY.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

**SECTION 6.04. TERM OF AGREEMENT.** This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Series 2014 Note is outstanding.

**SECTION 6.05. NOTICE OF CHANGES IN FACT.** Promptly after the City becomes aware of the same, the City will notify the Bank of (a) any change in any material fact or circumstance represented or warranted by the City in this Agreement or in connection with the issuance of the Series 2014 Note, and (b) any default or event which, with notice or lapse of time or both, could become a default under the Agreement, specifying in each case the nature thereof and what action the City has taken, is taking and/or proposed to take with respect thereto.

**SECTION 6.06. NOTICES.** Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to City of Apopka, Florida, City Hall Annex, 150 East 5th Street, Apopka, Florida 32703, Attention: Finance Director, and to the Bank, Whitney Bank, d/b/a Hancock Bank, 113 Designer Circle, Dothan, Alabama 36303, Attn: Steven E. Cole, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

**SECTION 6.07. NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the benefit of the City and the Bank and their respective successors and assigns, and there shall be no third-party beneficiary with respect thereto.

**SECTION 6.08. APPLICABLE LAW.** The substantive laws of the State of Florida shall govern this Agreement.

**SECTION 6.09. INCORPORATION BY REFERENCE.** All of the terms and obligations of the Resolution are hereby incorporated herein by reference as if said Resolution was fully set forth in this Agreement and the Series 2014 Note.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

**CITY OF APOPKA, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**WHITNEY BANK, d/b/a HANCOCK BANK**

By: \_\_\_\_\_  
Senior Vice President

**EXHIBIT A**

\$1,200,000.00

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
CITY OF APOPKA, FLORIDA  
SPECIAL OBLIGATION IMPROVEMENT  
REVENUE NOTE, SERIES 2014**

<u>Interest Rate</u>	<u>Date of Issuance</u>	<u>Final Maturity Date</u>
1.92%	September 5, 2014	March 1, 2024

**KNOW ALL MEN BY THESE PRESENTS**, that the City of Apopka, Florida (the "City"), for value received, hereby promises to pay, solely from the Non-Ad Valorem Revenues described in the within mentioned Agreement, to the order of Whitney Bank, d/b/a Hancock Bank, or its successors or assigns (the "Noteholder"), the principal sum of ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00) pursuant to that certain Loan Agreement by and between the Bank and the City, dated as of September 5, 2014 (the "Agreement"), and to pay interest on such the outstanding principal amount hereof from the Date of Issuance set forth above, or from the most recent date to which interest has been paid, at the Interest Rate per annum (calculated on a 30/360 day count basis) identified above (subject to adjustment as provided in the Agreement) on March 1 and September 1 of each year, commencing on March 1, 2015, so long as any amount under this Note remains outstanding. Principal of this Note shall be payable on March 1 of each year, commencing on March 1, 2015, through and including the Maturity Date identified above. The repayment schedule for this Note is set forth in definitive form on Appendix I attached hereto. The principal and interest on this Note is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes, and other applicable provisions of law, and Resolution No. 2014-\_\_\_ duly adopted by the City on September 3, 2014 (the "Resolution"), as such Resolution may be amended and supplemented from time to time, and is subject to all terms and conditions of the Resolution and the Agreement. Any capitalized term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

This Note is being issued to finance the acquisition, construction and installation of various compressed natural gas station capital improvements. This Note is secured by and shall be payable from the Non-Ad Valorem Revenues to the extent provided and described in the Agreement.

This Note shall bear interest at the Interest Rate identified above on a 30/360 day count basis. Such Interest Rate is subject to adjustment as provided in Section 3.03 of the Agreement. The Noteholder shall provide to the City upon request such documentation to evidence the amount of interest due with respect to this Note upon any such adjustment.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

All payments made by the City hereon shall apply first to accrued interest, and then to the principal amount then due on this Note.

This Note has been designated by the City as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code.

The City may prepay this Note, without penalty or premium, as a whole on any date, or in part on any Principal Payment Date, by paying to the Bank the principal amount thereof to be prepaid, together with the unpaid interest accrued on the amount of principal to be prepaid to the date of such prepayment. Each prepayment of the Note shall be made on such prepayment date as shall be specified by the City in a written notice delivered to the Bank not less than ten (10) days prior thereto, all in accordance with the provisions of the Agreement. All of the prepayment provisions contained in Section 3.02 of the Agreement shall apply with respect to this Note.

This Note, when delivered by the City pursuant to the terms of the Agreement and the Resolution, shall not be or constitute an indebtedness of the City or of the State of Florida, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from sufficient amounts of Non-Ad Valorem Revenues, as provided in the Agreement and the Resolution. The Noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the City or the State, or taxation in any form of any property therein to pay this Note or the interest thereon.

This Note shall be and have all the qualities and incidents of a negotiable instrument under the commercial laws and the Uniform Commercial Code of the State of Florida, subject to any provisions for registration and transfer contained in the

Agreement. So long as any of this Note shall remain outstanding, the City shall maintain and keep books for the registration and transfer of this Note.

**IN WITNESS WHEREOF**, the City caused this Note to be signed by the manual signature of the Mayor and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the manual signature of the City Clerk, and this Note to be dated the Date of Issuance set forth above.

**CITY OF APOPKA, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**Repayment Schedule for the**  
**CITY OF APOPKA, FLORIDA**  
**SPECIAL OBLIGATION IMPROVEMENT REVENUE NOTE, SERIES 2014**

Period Ending	Principal	Coupon	Interest	Debt Service
03/01/2015	57,000	1.920%	11,264.00	68,264.00
09/01/2015			10,972.80	10,972.80
03/01/2016	118,000	1.920%	10,972.80	128,972.80
09/01/2016			9,840.00	9,840.00
03/01/2017	120,000	1.920%	9,840.00	129,840.00
09/01/2017			8,688.00	8,688.00
03/01/2018	122,000	1.920%	8,688.00	130,688.00
09/01/2018			7,516.80	7,516.80
03/01/2019	124,000	1.920%	7,516.80	131,516.80
09/01/2019			6,326.40	6,326.40
03/01/2020	127,000	1.920%	6,326.40	133,326.40
09/01/2020			5,107.20	5,107.20
03/01/2021	129,000	1.920%	5,107.20	134,107.20
09/01/2021			3,868.80	3,868.80
03/01/2022	132,000	1.920%	3,868.80	135,868.80
09/01/2022			2,601.60	2,601.60
03/01/2023	134,000	1.920%	2,601.60	136,601.60
09/01/2023			1,315.20	1,315.20
03/01/2024	137,000	1.920%	1,315.20	138,315.20
	1,200,000		123,737.60	1,323,737.60