

**APOPKA CITY COUNCIL AGENDA**  
**November 16, 2016 7:00 PM**  
**APOPKA CITY HALL COUNCIL CHAMBERS**  
**Agendas are subject to amendment through**  
**5:00pm on the day prior to City Council Meetings**

**CALL TO ORDER**

**INVOCATION - Pastor Steven Jencks of the Apopka Seventh-Day Adventist Church**

**PLEDGE**

**APPROVAL OF MINUTES:**

1. City Council regular meeting November 2, 2016.

**PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT**

**Proclamations:**

1. Vietnamese-American Heritage and Freedom Flag Day

Mayor Kilsheimer

**Presentations:**

1. Check Presentation to Debbie Turner of Debbie Turner Cancer Care Center.

Mayor Kilsheimer

**Public Comment Period:**

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

**CONSENT (Action Item)**

1. Approve the Disbursement Report for the month of October, 2016.
2. Approve the final extension of the consulting service contracts for Professional Engineering Services.
3. Authorize an expenditure from the Law Enforcement Trust Funds for undercover operations.
4. Authorize the purchase of capital equipment for utility construction and water maintenance.
5. Authorize the purchase of capital equipment for the Streets Division.
6. Authorize Amendment #1 of the Cost-Share Agreement Contract for the Water Reclamation Facility with SJRWMD.
7. Authorize a Cost-Share Agreement Contract for the Water Conservation Program with SJRWMD.
8. Award a contract to Dell Financial Services for the lease of Police Department Laptops.
9. Authorize a contract for the construction of Phase #1 of the Water Reclamation Facility Expansion and Improvements project.
10. Award a pre-construction services contract to Miller Construction Management Inc., for the Fire Station 5 project.

**BUSINESS (Action Item)**

1. Final Development Plan – Canterwood Manor Assisted Living Facility (ALF) – Quasi-Judicial

David Moon

**PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)**

1. Ordinance No. 2524 – Second Reading – Small Scale Future Land Use Amendment - Legislative Kyle Wilkes
2. Ordinance No. 2525 – Second Reading – Change of Zoning - Quasi-Judicial Kyle Wilkes
3. Ordinance No. 2526 – Second Reading – Temporary Moratorium – Dispensing of Medical Cannabis - Legislative David Moon
4. Ordinance No. 2528 – Second Reading – Annexation - Legislative Rogers Beckett
5. Ordinance No. 2529 – Second Reading – Annexation - Legislative Rogers Beckett
6. Ordinance No. 2530 – Second Reading – Annexation - Legislative Rogers Beckett
7. Ordinance No. 2531 – Second Reading – Annexation - Legislative Rogers Beckett
8. Resolution 2016-34 - Worker's Comp Legislative Review Sharon Thornton

**CITY COUNCIL REPORTS**

**MAYOR'S REPORT**

**ADJOURNMENT**

**MEETINGS AND UPCOMING EVENTS**

DATE	TIME	EVENT
November 18, 2016	7:00pm – 9:00pm	Movie in the Park – Angry Birds - Northwest Recreation Complex
November 24, 2016	–	Thanksgiving Holiday – City Offices Closed
November 25, 2016	–	Thanksgiving Holliday – City Offices Closed
November 28, 2016	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden
November 30, 2016	1:30pm – 3:30pm	City Council Workshop
December 1, 2016	5:30pm – 9:00pm	Food Truck Round Up
December 1, 2016	5:30pm – 9:00pm	Winter Wonderland & Tree Lighting - Kit Land Nelson Park
December 3, 2016	6:00pm – 7:30pm	Bonfire Event – Kit Land Nelson Park
December 9, 2016	7:00pm – 9:00pm	Movie in the Park – Santa Claus - Northwest Recreation Complex
December 7, 2016	1:30pm –	Council Meeting
December 10, 2016	10:00am –	Apopka Christmas Parade
December 13, 2016	5:30pm – 6:00pm	Planning Commission Meeting
December 21, 2016	7:00pm –	Council Meeting
December 23, 2016	–	Holiday – City Offices Closed
December 26, 2016	–	Holiday – City Offices Closed
December 26, 2016	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden

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

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



**Backup material for agenda item:**

1. City Council regular meeting November 2, 2016.

## CITY OF APOPKA

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**Minutes of the regular City Council meeting held on November 2, 2016, at 1:30 p.m., in the City of Apopka Council Chambers.**

**PRESENT:** Mayor Joe Kilsheimer  
Commissioner Billie Dean  
Commissioner Diane Velazquez  
Commissioner Doug Bankson  
Commissioner Kyle Becker  
City Attorney Cliff Shepard  
City Administrator Glenn Irby

**PRESS PRESENT:** John Peery - The Apopka Chief  
Bethany Rodgers, Orlando Sentinel  
Reggie Connell, The Apopka Voice  
Channel 13 News

**INVOCATION:** Mayor Kilsheimer introduced Pastor David Schorejs of First Baptist Church of Apopka, who gave the invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Kilsheimer said that on the 11th hour of the 11th day of the 11th month in 1918, fighting ceased between Germany and the Allied nations when an armistice went into effect. This armistice heralded the end of World War I. In the years following, November 11th was commemorated as Armistice Day, a day *“filled with solemn pride in the heroism of those who died in our countries service during World War I.”* The day was to be dedicated to the cause of World Peace. In 1954, Congress changed the name of the holiday to Veteran’s Day to honor all American veterans of all wars. He asked everyone to remember our veterans for their patriotism, love of country, and willingness to serve and sacrifice for the common good as he led in the Pledge of Allegiance.

### **APPROVAL OF MINUTES:**

1. City Council workshop September 2, 2016.
2. City Council workshop October 4, 2016.
3. City Council meeting October 19, 2016.

**MOTION by Commissioner Velazquez, and seconded by Commissioner Becker, to approve the minutes of September 2, 2016, October 4, 2016, and October 19, 2016. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Bankson and Becker voting aye.**

### **PUBLIC COMMENT/STAFF RECOGNITION AND ACKNOWLEDGEMENT**

#### **Employee Recognition:**

**Ten Year Service Award – Phillip “Jeff” Rippon – Recreation/Athletics Recreation Leader I** - Jeff began working for the City on October 20, 2006, as a Recreation Leader I which is his current position. The Commissioners joined Mayor Kilsheimer in congratulating Jeff for his years of service.

**Fifteen Year Service Award – Steven “Steve” Page – Fire/EMS Fire District Chief** – Steve began working for the City on October 15, 2001, as a Fire Fighter 1st Class. On March 2, 2005, he was promoted to Fire Engineer and on October 12, 2007, he was promoted to Fire Lieutenant. On December 11, 2009, he was promoted to Fire Captain/District Chief, which later was retitled “District Chief”, which is his current position. Steve was not present and his award will be presented to him at another time.

**Twenty Year Service Award – Ronald “Jay” Davoll – Public Services/Public Services Director** – Jay began working for the City on October 28, 1996, as the City Engineer. On August 24, 2009, he was appointed Acting Community Development Director and on October 28, 2009, he was appointed Community Development Director. On August 28, 2015, he was appointed Public Services Director, which is his current position. The Commissioners joined Mayor Kilsheimer in congratulating Jay for his years of service.

**Public Comment Period:**

Ray Shackelford commended the Public Information Officer for information provided regarding the Development Review Committee. He thanked the Police Department for service provided. He expressed concerns regarding citizens not being able to respond to comments by the council following a public hearing. He expressed concerns regarding the time involved in obtaining information for a public records request. He inquired if the CDBG grant was not funded for Alonzo Williams Park if CRA funds could be used for improvements to the park. He inquired if a committee had been formed for the Old Florida Outdoor Festival and if there would be a bidding process utilized for this event. He inquired as to the status of the splash pad and skate park.

**Presentations:**

1. Presentation regarding property and an Equestrian Youth Therapy Program.  
Pamela R. Badzinski, MSN, ARNP-BC, PMHS, gave a presentation on converting a 12-acre farm into an outpatient mental health treatment center designed to promote mental health wellness. She stated this program would focus on children, adolescents, and adults with special needs, teaching social and vocational skills. In order to open this facility, she is required to have water and sewer. She said she was here to ask for help in providing expansion of the water and sewer lines from Keene Road to the property on Marden Road. She understands she will be responsible to pay connection fees.

**CONSENT (Action Item)**

1. Approve December 26, 2017, as the CY17 Floating Holiday.
2. Approve appointment of John Sprinkle to the Planning Commission.
3. Authorize staff to hang banners for the Fall Family Festival.
4. Authorize the closure of roads for the annual Apopka Christmas Parade.
5. Authorize the purchase of four portable light towers from Kelly Tractor Co.
6. Authorize a contract with the Department of Corrections for an inmate work squad.
7. Authorize the purchase of two Automated Side Loader Refuse Trucks via the Florida Sheriffs Association Contract.

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

## **BUSINESS**

### **1. Final Development Plan – Northwest Distribution Center Building “D”**

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

Rogers Beckett, Senior Project Coordinator, provided a brief lead-in for the Final Development Plan, Northwest Distribution Center Building “D”. He advised the site will be built out with the completion of this project. DRC recommends approval.

Jeff Banker, Engineer with Highland Engineering, was present to answer any questions.

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

**MOTION by Commissioner Bankson, and seconded by Commissioner Dean, to approve the Final Development Plan for Northwest Distribution Center Building “D”, as presented and issue the Final Development Order. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.**

### **2. Preliminary Development Plan – Tractor Supply**

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

Mr. Beckett provided a brief lead-in for the Tractor Supply Preliminary Development Plan and parking waiver request. He reviewed the location and square footage of the building. He advised a total of 89 parking spaces are being proposed, stating Traffic & Mobility Consultants prepared a parking analysis in response and support of the requested waiver. DRC recommended approval and Planning Commission recommended approval at their October 11, 2016 meeting.

Jeremy Anderson of Hanlex Development provided a short presentation on the development and said he had a team of professionals with him that can answer any questions.

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

**MOTION by Commissioner Bankson and seconded by Commissioner Dean, to approve the Preliminary Development Plan for Tractor Supply. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.**

### **3. Plat Approval – Silver Oak Phases 1 and 2 Plats**

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

David Moon, Planning Manager, provided a brief lead-in on the Plat Approval for Silver Oak Subdivision, Phases 1 and 2 plats. He advised this project is proposing 182 single family residential units separated into phases. DRC recommends approval subject to the staff report and conditions. Planning Commission at the October 11, 2016 meeting recommended approval subject to staff report and conditions.

Mark Stehli, Engineer with Poulos and Bennett, LLC, advised there were left turn lanes on both Sheeler and Keene Roads. He advised this project has gone through the Preliminary Development Plan and Final Development Plan stages and has been approved. He affirmed it is currently under construction. The surveyor had left off the phase line on the Final Development Plan and this amends the plat to show the two phases.

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

**MOTION by Commissioner Velazquez, and seconded by Commissioner Bankson, to approve Silver Oak Phases 1 and 2 Plats. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.**

#### **PUBLIC HEARINGS/ORDINANCES/RESOLUTION**

- 1. Ordinance No. 2510 – Second Reading – Code of Ordinances, “Business Tax Receipts”**  
Postponed to December 7, 2016.

#### **ORDINANCE NO. 2510**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 74, ARTICLE IV, SECTION 74-104 OF THE CITY OF APOPKA CODE OF ORDINANCES PERTAINING TO “VEHICLES FOR HIRE” BY REMOVING LANGUAGE INDICATING THAT CITY COUNCIL APPROVAL IS REQUIRED FOR DRIVERS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**MOTION by Commissioner Velazquez and seconded by Commissioner Bankson to postpone Ordinance No. 2510 and 2511 to the December 7, 2016 meeting. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.**

- 2. Ordinance No. 2511 – Second Reading – Code of Ordinances, “Vehicles for Hire**  
Postponed to December 7, 2016.

#### **ORDINANCE NO. 2511**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, VACATING AND DELETING THE PROVISIONS OF CHAPTER 86 OF THE CITY CODE OF ORDINANCES AS CURRENTLY WRITTEN, ADOPTING**

**NEW PROVISIONS IN SAID CHAPTER AMENDING THE PERMITTING AND REGULATIONS OF TAXICABS AND CREATING REGULATIONS FOR TRANSPORTATION SERVICES AND TRANSPORTATION NETWORK APPLICATION COMPANIES AND OPERATORS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

3. **Ordinance No. 2524 – First Reading – Small Scale Future Land Use Amendment.** The title was read by the City Clerk as follows:

**ORDINANCE NO. 2524**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” LOW DENSITY RESIDENTIAL (0-4 DU/AC) TO “CITY” OFFICE (MAX. FAR 0.30), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF SOUTH PARK AVENUE, EAST OF SOUTH CENTRAL AVENUE, SOUTH OF E G H WASHINGTON STREET, NORTH OF EAST 12<sup>TH</sup> STREET, COMPRISING 0.52 ACRES MORE OR LESS, AND OWNED BY APOPKA HOLDINGS, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Kilsheimer announced Ordinance No. 2524 was legislative and Ordinance No. 2525 was quasi-judicial. Both ordinances will be presented at the same time. Witnesses were sworn in by the clerk.

Kyle Wilkes, Planner, gave a brief lead-in on this and the next item, stating this is a small scale future land-use map amendment and an associated change of zoning amendment for properties owned by Apopka Holdings, LLC, also known as the Central Florida Recovery Center. The proposed development is for a mental health and rehabilitation clinic, including inpatient residential treatment. He advised the offsite parking will require a permanent satellite parking agreement. A copy of the staff reports will be filed with the minutes. The DRC finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area and recommends approval. The Planning Commission recommended approval (5-1) at their October 11, 2016 meeting.

Discussion led by Commissioner Velazquez ensued regarding concerns with security given the proximity to church and single-family residences, as well as the project’s compatibility with the surrounding neighborhood. Mr. Wilkes pointed out in the development conditions, staff included a six-foot brick and masonry wall with landscape buffer be provided along the southern and western property lines.

Dr. Harbinder Ghulldu from the Central Florida Recovery Center discussed their proposal, stating the front of the building will be the medical office and the back will be the residential care facility with a maximum of 40 beds. He stated this facility will be very secure and they

are required to follow the national standards of the Joint Commission.

Bob Hafer said he is also a resident of Apopka and they are bringing treatment for mental health to the city. He stated that they work with all types of individuals and income levels. He affirmed that during the community meetings, the people were in support of this facility.

Mayor Kilsheimer opened the meeting to a public hearing.

Trever Walfall said was an interested citizen and he attended the public meeting at New Hope Baptist Church on September 19, 2016. He said there was an overwhelming agreement with the proposal.

Rod Love said he was not speaking in favor or against this project, but he was in support of treatment programs and services. He stated this sounded much like sober homes. He commended Commissioner Velazquez for her comments and concern that this be a fit within the community.

Sandra Bell said she lives in this area and spoke of concerns of security in her neighborhood. She expressed concerns of drugs and young children in the area.

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

**MOTION by Commissioner Dean, and seconded by Commissioner Becker, to approve Ordinance No. 2524 at First Reading and carry it over for a Second Reading. Motion carried four/one with Mayor Kilsheimer, and Commissioners Dean, Becker, and Bankson voting aye, and Commissioner Velazquez voting nay.**

4. **Ordinance No. 2525 – First Reading – Change of Zoning.** The City Clerk read the title as follows:

**ORDINANCE NO. 2525**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” R-3 (RESIDENTIAL) TO PLANNED UNIT DEVELOPMENT (PUD-PO/I-RESIDENTIAL); FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF SOUTH PARK AVENUE, EAST OF SOUTH CENTRAL AVENUE, SOUTH OF EAST G. H. WASHINGTON STREET, NORTH OF EAST 12<sup>TH</sup> STREET, COMPRISING 0.52 ACRES MORE OR LESS, AND OWNED BY APOPKA HOLDINGS, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

**MOTION by Commissioner Becker, and seconded by Commissioner Dean, to approve Ordinance No. 2525 at First Reading and carry it over for a Second Reading. Motion**

carried four/one with Mayor Kilsheimer, and Commissioners Dean, Becker, and Bankson voting aye, and Commissioner Velazquez voting nay.

5. **Ordinance No. 2526 – First Reading – Temporary Moratorium – Dispensing of Medical Cannabis.** The City Clerk read the title as follows:

**ORDINANCE NO. 2526**

**AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE DISPENSING OF MEDICAL CANNABIS WITHIN THE CITY OF APOPKA; PROHIBITING ANY AND ALL DISPENSING OF MEDICAL CANNABIS DURING THE MORATORIUM PERIOD FOR ANY PROPERTY WITHIN THE CITY OF APOPKA; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; AND PROVIDING AN EFFECTIVE DATE**

David Moon, Planning Manager, explained this was establishing a temporary moratorium on the dispensing of medical cannabis within the City of Apopka. He explained there is a referendum on the November 8, 2016 election ballot, and if passed, the Department of Health will have approximately six months to adopt new rules for the cultivation, processing and dispensing of cannabis. Staff believes it to be in the best interest of the City to have this temporary moratorium until the new rules are established and implemented.

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

**MOTION by Commissioner Bankson, and seconded by Commissioner Velazquez, to approve Ordinance No. 2526 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.**

6. **Ordinance No. 2528 – First Reading – Annexation.** The City Clerk read the title as follows:

**ORDINANCE NO. 2528**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY ADAMS BROTHERS CONSTRUCTION COMPANY, INC. LOCATED WEST OF SHEELER AVENUE AND SOUTH OF EAST 13<sup>TH</sup> STREET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

**MOTION by Commissioner Bankson and seconded by Commissioner Dean, to approve**



**Ordinance No. 2528 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.**

7. **Ordinance No. 2529 – First Reading – Annexation.** The City Clerk read the title as follows:

**ORDINANCE NO. 2529**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY SHIRLEY L. LITTLE LIFE ESTATE LOCATED WEST OF CENTRAL AVENUE AND NORTH OF OAK STREET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

**MOTION by Commissioner Velazquez, and seconded by Commissioner Bankson, to approve Ordinance No. 2529 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.**

8. **Ordinance No. 2530 – First Reading – Annexation.** The City Clerk read the title as follows:

**ORDINANCE NO. 2530**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY JERRY OWENS AND LINDA S. OWENS LOCATED WEST OF MARDEN ROAD AND SOUTH OF KEENE ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

**MOTION by Commissioner Bankson, and seconded by Commissioner Dean, to approve Ordinance No. 2530 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.**

9. **Ordinance No. 2531 – First Reading – Annexation.** The City Clerk read the title as follows:

**ORDINANCE NO. 2531**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY WON CHUL LEE, MYONG SEA LEE, BONG JIN CHOE AND CHONG SOON CHOE LOCATED EAST OF PLYMOUTH SORRENTO ROAD AND NORTH OF KELLY PARK ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

**MOTION by Commissioner Bankson, and seconded by Commissioner Becker, to approve Ordinance No. 2531 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.**

**10. Resolution 2016-33 – Handicap Accessibility Requirement Updates.** The City Clerk read the title as follows:

**RESOLUTION NO. 2016-33**

**A RESOLUTION OF THE CITY OF APOPKA FLORIDA UPDATING COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, ADOPTING A HANDICAP ACCESSIBILITY SELF EVALUATION PLAN, ADOPTING A TRANSITION PLAN FOR HANDICAP ACCESSIBILITY AND ADOPTING A SECTION 504 GRIEVANCE PROCEDURE.**

Jeff Plaughter advised this resolution was presented as one of the recommended items from the site visit for the CDBG grant for Alonzo Williams Park.

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

**MOTION by Commissioner Becker, and seconded by Commissioner Dean, to approve Resolution No. 2016-33. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.**

**CITY COUNCIL REPORTS**

Commissioner Dean reported he has received calls from citizens concerning poor lighting on

Marvin Zanders Blvd. from Tenth Street to S.R. 441.

Commissioner Bankson inquired about sidewalks along Welch Road heading west from Rock Springs Road in front of where the mobile home park is located. Mr. Davoll advised this was county property. He advised they will be working with a consultant on Welch Road and can look at various options.

**MAYOR'S REPORT** – No report.

**NOT REQUIRING ACTION:**

Thank you letter to the Public Services Department from Resident.

**ADJOURNMENT** – There being no further business the meeting adjourned at 4:28 p.m.

ATTEST;

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Joseph E. Kilsheimer, Mayor

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Linda F. Goff, City Clerk

**Backup material for agenda item:**

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

Range of Checking Accts: 101-0000 to 101-0000 Range of Check Dates: 10/01/16 to 10/31/16  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account							
175371	10/12/16	AGEND005 AGENDAPAL CORPORATION							29
17-00022	1	AgendaPal Hosting	549.00	001-5110-519-3400 OTHER CONTRACTUAL SERVICES	Expenditure		11		1
175372	10/12/16	ATLAN005 ATLANTIC.NET							29
17-00011	1		519.94	001-5110-519-3400 OTHER CONTRACTUAL SERVICES	Expenditure		7		1
175373	10/12/16	ECMC0005 ECMC							29
16-00712	1	MELISSA CABRERA	120.51	001-218-1760 DUE TO FL DEPT OF EDUCATION	G/L		5		1
175374	10/12/16	FAMIL005 FAMILY SUPPORT REGISTRY							29
16-00711	1	DERRICK CLARK	116.69	001-218-1750 DUE TO CLERK OF CIRCUIT COURT	G/L		4		1
175375	10/12/16	GOVCO005 GOVCONNECTION, INC.							29
00129007	1	OPERATING SUPPLIES	200.85	001-5110-519-5200 OPERATING SUPPLIES	Expenditure		1		1
175376	10/12/16	HOMES005 HOMES IN PARTNERSHIP, INC.							29
16-00713	1	HOLLY CREEK PH2 IMPACT FEES	94,676.79	403-324-2102 IMPACT FEES - RESIDENTIAL - SEWER	Revenue		6		1
175377	10/12/16	INTER040 INTERNAL REVENUE SERVICE							29
16-00710	1	RYAN MCNEELY W/E 100116	11.54	001-218-1770 DUE TO IRS	G/L		3		1
175378	10/12/16	LINA0005 LINA							29
17-00146	2	OCTOBER 2016 PREMIUMS	15.60	001-1010-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		16		1
17-00146	2	OCTOBER 2016 PREMIUMS	3,480.59	001-218-1615 LONG-TERM DISABILITY INSURANCE	G/L		16		2
17-00146	2	OCTOBER 2016 PREMIUMS	7,493.80	001-218-1610 EMPLOYEE LIFE INSURANCE	G/L		16		3
17-00146	2	OCTOBER 2016 PREMIUMS	23.40	001-1020-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		16		4
17-00146	2	OCTOBER 2016 PREMIUMS	15.60	001-1022-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		16		5
17-00146	2	OCTOBER 2016 PREMIUMS	15.60	001-1025-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		16		6
17-00146	2	OCTOBER 2016 PREMIUMS	15.60	001-1030-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		16		7
17-00146	2	OCTOBER 2016 PREMIUMS	39.00	001-1120-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		16		8
17-00146	2	OCTOBER 2016 PREMIUMS	23.40	001-1170-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		16		9
17-00146	2	OCTOBER 2016 PREMIUMS	62.40	001-2110-522-2300 LIFE AND HEALTH INSURANCE	Expenditure		16		10

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
101-0000		General Operating Account		Continued					
175378	LINA			Continued					
17-00146	2	OCTOBER 2016 PREMIUMS	257.39	001-2120-522-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	11	
17-00146	2	OCTOBER 2016 PREMIUMS	327.60	001-2130-526-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	12	
17-00146	2	OCTOBER 2016 PREMIUMS	15.60	001-2210-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	13	
17-00146	2	OCTOBER 2016 PREMIUMS	507.00	001-2220-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	14	
17-00146	2	OCTOBER 2016 PREMIUMS	284.70	001-2230-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	15	
17-00146	2	OCTOBER 2016 PREMIUMS	163.81	001-2250-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	16	
17-00146	2	OCTOBER 2016 PREMIUMS	67.47	401-3010-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	17	
17-00146	2	OCTOBER 2016 PREMIUMS	46.80	401-3111-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	18	
17-00146	2	OCTOBER 2016 PREMIUMS	85.80	401-3121-535-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	19	
17-00146	2	OCTOBER 2016 PREMIUMS	70.20	401-3131-536-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	20	
17-00146	2	OCTOBER 2016 PREMIUMS	78.00	401-3141-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	21	
17-00146	2	OCTOBER 2016 PREMIUMS	39.00	401-3161-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	22	
17-00146	2	OCTOBER 2016 PREMIUMS	70.20	401-3171-535-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	23	
17-00146	2	OCTOBER 2016 PREMIUMS	15.60	401-3181-536-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	24	
17-00146	2	OCTOBER 2016 PREMIUMS	132.60	402-3210-534-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	25	
17-00146	2	OCTOBER 2016 PREMIUMS	78.00	001-3310-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	26	
17-00146	2	OCTOBER 2016 PREMIUMS	62.40	401-3410-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	27	
17-00146	2	OCTOBER 2016 PREMIUMS	59.67	101-3412-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	28	
17-00146	2	OCTOBER 2016 PREMIUMS	7.80	101-3414-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	29	
17-00146	2	OCTOBER 2016 PREMIUMS	15.60	001-3512-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	30	
17-00146	2	OCTOBER 2016 PREMIUMS	62.40	001-3513-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	31	
17-00146	2	OCTOBER 2016 PREMIUMS	46.80	001-3514-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	32	
17-00146	2	OCTOBER 2016 PREMIUMS	62.40	001-3612-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	33	
17-00146	2	OCTOBER 2016 PREMIUMS	31.20	001-3613-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	34	
17-00146	2	OCTOBER 2016 PREMIUMS	54.60	001-4020-515-2300 LIFE AND HEALTH INSURANCE	Expenditure		16	35	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
101-0000		General Operating Account		Continued				
175378	LINA			Continued				
17-00146	2	OCTOBER 2016 PREMIUMS	54.60	001-4021-524-2300	Expenditure		16	36
				LIFE AND HEALTH INSURANCE				
17-00146	2	OCTOBER 2016 PREMIUMS	46.80	001-5110-519-2300	Expenditure		16	37
				LIFE AND HEALTH INSURANCE				
			<u>13,929.03</u>					
175379	10/12/16	MAYNA005 MAYNARD, JEROLD						29
17-00143	1	BORJAS TOURNAMENT	1,000.00	001-2110-522-8200	Expenditure		13	1
				DONATIONS - ARMANDO BORJAS GOLF				
175380	10/12/16	ORLAN035 ORLANDO BUSINESS TELEPHONE SYS						29
17-00110	1	Mitel 3300 Software Assurance	1,722.24	001-5110-519-4600	Expenditure		12	1
				REPAIR & MAINT.-BLDG & EQUIP				
175381	10/12/16	PAGRO005 P & A GROUP, THE						29
17-00147	1	OCTOBER 2016 PREMIUMS	13.00	001-1020-512-2300	Expenditure		17	1
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	001-1025-513-2300	Expenditure		17	2
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	001-1030-512-2300	Expenditure		17	3
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	001-1120-513-2300	Expenditure		17	4
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	001-1170-513-2300	Expenditure		17	5
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	001-2110-522-2300	Expenditure		17	6
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	32.50	001-2120-522-2300	Expenditure		17	7
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	52.00	001-2130-526-2300	Expenditure		17	8
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	001-2210-521-2300	Expenditure		17	9
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	45.50	001-2220-521-2300	Expenditure		17	10
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	71.50	001-2230-521-2300	Expenditure		17	11
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	84.50	001-2250-519-2300	Expenditure		17	12
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	45.50	401-3010-539-2300	Expenditure		17	13
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	13.00	401-3111-533-2300	Expenditure		17	14
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	401-3121-535-2300	Expenditure		17	15
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	401-3131-536-2300	Expenditure		17	16
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	13.00	401-3141-533-2300	Expenditure		17	17
				LIFE AND HEALTH INSURANCE				
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	401-3161-533-2300	Expenditure		17	18
				LIFE AND HEALTH INSURANCE				

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101-0000		General Operating Account							
175381 P & A		GROUP, THE							
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	402-3210-534-2300 LIFE AND HEALTH INSURANCE	Expenditure		17	19	
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	001-3310-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		17	20	
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	401-3410-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		17	21	
17-00147	1	OCTOBER 2016 PREMIUMS	19.50	101-3412-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		17	22	
17-00147	1	OCTOBER 2016 PREMIUMS	13.00	001-3513-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		17	23	
17-00147	1	OCTOBER 2016 PREMIUMS	13.00	001-3514-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		17	24	
17-00147	1	OCTOBER 2016 PREMIUMS	6.50	001-3612-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		17	25	
17-00147	1	OCTOBER 2016 PREMIUMS	13.00	001-3613-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		17	26	
17-00147	1	OCTOBER 2016 PREMIUMS	13.00	001-4020-515-2300 LIFE AND HEALTH INSURANCE	Expenditure		17	27	
17-00147	1	OCTOBER 2016 PREMIUMS	13.00	001-4021-524-2300 LIFE AND HEALTH INSURANCE	Expenditure		17	28	
			<u>539.50</u>						
175382	10/12/16	PUBLI035 PUBLIC RISK MANAGEMENT OF FLOR						29	
17-00148	1	OCTOBER 2016 PREMIUMS	88,031.80	001-218-1600 DEPENDENT HEALTH INSURANCE	G/L		18	1	
17-00148	1	OCTOBER 2016 PREMIUMS	1,787.87	001-1010-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	2	
17-00148	1	OCTOBER 2016 PREMIUMS	2,382.01	001-1020-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	3	
17-00148	1	OCTOBER 2016 PREMIUMS	1,147.08	001-1022-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	4	
17-00148	1	OCTOBER 2016 PREMIUMS	573.36	001-1025-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	5	
17-00148	1	OCTOBER 2016 PREMIUMS	1,147.08	001-1030-512-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	6	
17-00148	1	OCTOBER 2016 PREMIUMS	3,441.24	001-1120-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	7	
17-00148	1	OCTOBER 2016 PREMIUMS	1,872.07	001-1170-513-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	8	
17-00148	1	OCTOBER 2016 PREMIUMS	5,759.46	001-2110-522-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	9	
17-00148	1	OCTOBER 2016 PREMIUMS	18,376.62	001-2120-522-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	10	
17-00148	1	OCTOBER 2016 PREMIUMS	32,893.92	001-2130-526-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	11	
17-00148	1	OCTOBER 2016 PREMIUMS	1,147.08	001-2210-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	12	
17-00148	1	OCTOBER 2016 PREMIUMS	45,748.37	001-2220-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	13	
17-00148	1	OCTOBER 2016 PREMIUMS	26,510.80	001-2230-521-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	14	



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
101-0000		General Operating Account		Continued				
175382		PUBLIC RISK MANAGEMENT OF FLOR		Continued				
17-00148	1	OCTOBER 2016 PREMIUMS	14,242.83	001-2250-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	15
17-00148	1	OCTOBER 2016 PREMIUMS	6,766.57	401-3010-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	16
17-00148	1	OCTOBER 2016 PREMIUMS	4,253.71	401-3111-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	17
17-00148	1	OCTOBER 2016 PREMIUMS	7,957.03	401-3121-535-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	18
17-00148	1	OCTOBER 2016 PREMIUMS	5,615.85	401-3131-536-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	19
17-00148	1	OCTOBER 2016 PREMIUMS	5,954.10	401-3141-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	20
17-00148	1	OCTOBER 2016 PREMIUMS	3,170.42	401-3161-533-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	21
17-00148	1	OCTOBER 2016 PREMIUMS	6,312.41	401-3171-535-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	22
17-00148	1	OCTOBER 2016 PREMIUMS	1,147.08	401-3181-536-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	23
17-00148	1	OCTOBER 2016 PREMIUMS	11,657.80	402-3210-534-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	24
17-00148	1	OCTOBER 2016 PREMIUMS	6,410.46	001-3310-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	25
17-00148	1	OCTOBER 2016 PREMIUMS	4,588.32	401-3410-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	26
17-00148	1	OCTOBER 2016 PREMIUMS	4,588.32	101-3412-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	27
17-00148	1	OCTOBER 2016 PREMIUMS	573.36	101-3414-541-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	28
17-00148	1	OCTOBER 2016 PREMIUMS	1,277.94	001-3512-539-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	29
17-00148	1	OCTOBER 2016 PREMIUMS	4,588.32	001-3513-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	30
17-00148	1	OCTOBER 2016 PREMIUMS	3,702.95	001-3514-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	31
17-00148	1	OCTOBER 2016 PREMIUMS	4,870.45	001-3612-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	32
17-00148	1	OCTOBER 2016 PREMIUMS	2,425.02	001-3613-572-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	33
17-00148	1	OCTOBER 2016 PREMIUMS	5,759.46	001-4020-515-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	34
17-00148	1	OCTOBER 2016 PREMIUMS	4,807.02	001-4021-524-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	35
17-00148	1	OCTOBER 2016 PREMIUMS	23,011.60	001-5110-519-2300 LIFE AND HEALTH INSURANCE	Expenditure		18	36
			<u>364,499.78</u>					
175383	10/12/16	SOMER005 RANDALL A. SOMERS						29
17-00144	1	AIRPORT SERVICES W/E 10/14/16	1,000.00	410-4200-542-3100 PROFESSIONAL SERVICES	Expenditure		14	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
175384	10/12/16	USDEP005 U.S. DEPARTMENT OF EDUCATION							29
16-00709	2	SHAKENYA HARRIS JACKSON	147.12	001-218-1760	G/L			2	1
				DUE TO FL DEPT OF EDUCATION					
175385	10/12/16	USPOS005 U.S. POSTAL SERVICE/ACCT.36070							29
17-00145	1	POSTAGE METER REFILL	2,000.00	001-141-1300	G/L			15	1
				INVENTORY - POSTAGE METER					
175386	10/12/16	WIN91005 WIN-911 SOFTWARE							29
17-00013	1	Annual SCADA Software Support	165.00	401-3111-533-5200	Expenditure			8	1
				OPERATING SUPPLIES					
17-00013	2	Annual SCADA Software Support	165.00	401-3121-535-5200	Expenditure			9	1
				OPERATING SUPPLIES					
17-00013	3	Annual SCADA Software Support	165.00	401-3171-535-4600	Expenditure			10	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
			495.00						
175387	10/13/16	AIRCE005 AIR CENTERS OF FLORIDA INC.							31
16-00726	1	AIR COMPRESSOR REPAIR	1,677.84	401-3121-535-4600	Expenditure			1	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
175388	10/13/16	ALLRI005 ALL-RITE FENCE CO.,INC.							30
16-00265	1	8 Buil Pens for LL	10,508.00	001-3514-572-5200	Expenditure			36	1
				OPERATING SUPPLIES					
175389	10/13/16	AMERIO30 AMERICAN WATER WORKS ASSOC							30
17-00025	1	Membership Renewal - Kevin B.	218.00	401-3010-539-5400	Expenditure			95	1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM					
175390	10/13/16	AMERIO55 AMERICAN MESSAGING							30
17-00151	1	Paging Service Police/Fire	601.45	001-5110-519-4100	Expenditure			113	1
				COMMUNICATIONS SERVICES					
175391	10/13/16	AMERIO60 AMERICAN TRAFFIC SOLUTIONS, IN							30
00127043	3	OTHER CONTRACTUAL SERVICES	100,240.00	001-2210-521-3400	Expenditure			5	1
				OTHER CONTRACTUAL SERVICES					
175392	10/13/16	ATTMO005 AT & T MOBILITY							30
00127288	3	COMMUNICATIONS SERVICES	637.08	001-5110-519-4100	Expenditure			11	1
				COMMUNICATIONS SERVICES					
175393	10/13/16	BROWN065 BROWN, TONIQUE							30
16-00715	1	RENTAL DEPOSIT REFUND	250.00	001-220-0012	G/L			81	1
				DEPOSITS - COMMUNITY CENTER					
175394	10/13/16	CANON010 CANON SOLUTIONS AMERICA, INC							30
00129284	3	REPAIR & MAINT.-BLDG.& EQUIPME	20.84	001-2230-521-4600	Expenditure			25	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
175395	10/13/16	COVAN005 COVANTA ENERGY							30
00127159	1	OPERATING SUPPLIES	363.66	001-2230-521-5200	Expenditure			7	1
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
101-0000		General Operating Account		Continued				
175396	10/13/16	CSCSE005 CSC SERVICE WORKS, INC.						30
	16-00723	1 REIMBURSEMENT BUSINESS TAX	10.00	001-316-0000	Revenue		92	1
				LOCAL BUSINESS TAX				
175397	10/13/16	DEYOU005 DEYOUNG LAW FIRM, P.A.						30
	16-00717	1 SUPPLEMENTAL LEGAL SERVICES	1,237.50	001-2210-521-3400	Expenditure		83	1
				OTHER CONTRACTUAL SERVICES				
175398	10/13/16	DYNAF005 DYNAFIRE, INC						30
	16-00049	1 City Hall Lobby Security	6,000.00	001-1020-512-3400	Expenditure		33	1
				OTHER CONTRACTUAL SERVICES				
175399	10/13/16	ECMC0005 ECMC						30
	17-00222	1 MELISSA CABRERA w/E 10/08/16	120.51	001-218-1760	G/L		117	1
				DUE TO FL DEPT OF EDUCATION				
175400	10/13/16	FAMIL005 FAMILY SUPPORT REGISTRY						30
	17-00219	1 DERRICK CLARK w/E 10/08/16	116.69	001-218-1750	G/L		114	1
				DUE TO CLERK OF CIRCUIT COURT				
175401	10/13/16	FLORI120 FLORIDA DOOR SOLUTIONS INC.						30
	16-00342	1 Pull Down Chain Warehouse Door	460.00	001-3514-572-5200	Expenditure		67	1
				OPERATING SUPPLIES				
175402	10/13/16	FLORI185 FLORIDA DEPARTMENT OF LAW ENFO						30
	00126954	1 PROFESSIONAL SERVICES	1,278.75	001-2210-521-3100	Expenditure		1	1
				PROFESSIONAL SERVICES				
	00126954	2 CREDIT PROFESSIONAL SERVICES	435.25	001-2210-521-3100	Expenditure		2	1
				PROFESSIONAL SERVICES				
			<u>843.50</u>					
175403	10/13/16	GENSE005 GENSET SERVICES INC.						30
	16-00033	1 Repairs to Gen. D Day Tank	1,419.09	401-3121-535-4600	Expenditure		32	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
	16-00281	1 SO Air Filter Replacement	262.54	401-3111-533-5200	Expenditure		37	1
				OPERATING SUPPLIES				
	16-00281	2 SO Battery Replacement	660.29	401-3111-533-5200	Expenditure		38	1
				OPERATING SUPPLIES				
	16-00281	4 NW Battery Replacement	872.19	401-3111-533-5200	Expenditure		39	1
				OPERATING SUPPLIES				
	16-00281	5 NW Air Filter Replacement	180.68	401-3111-533-5200	Expenditure		40	1
				OPERATING SUPPLIES				
	16-00281	6 NW Rain Cap Replacement	210.35	401-3111-533-5200	Expenditure		41	1
				OPERATING SUPPLIES				
			<u>3,605.14</u>					
175404	10/13/16	GOLDN005 GOLD NUGGET DBA						30
	00127980	1 OPERATING SUPPLIES	29.97	001-2210-521-5200	Expenditure		118	1
				OPERATING SUPPLIES				
	00127980	8 OPERATING SUPPLIES	69.58	001-2220-521-5200	Expenditure		18	1
				OPERATING SUPPLIES				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account							
175404		GOLD NUGGET DBA							
		00127980 10 OPERATING SUPPLIES	143.90	001-2220-521-5200 OPERATING SUPPLIES	Expenditure			19	1
		00127980 11 OPERATING SUPPLIES	262.02	001-2220-521-5200 OPERATING SUPPLIES	Expenditure			20	1
		00127980 12 OPERATING SUPPLIES	137.32	001-2220-521-5200 OPERATING SUPPLIES	Expenditure			21	1
		00127980 14 OPERATING SUPPLIES	83.50	001-2210-521-5200 OPERATING SUPPLIES	Expenditure			22	1
			<u>726.29</u>						
175405	10/13/16	GOLFS005 GOLF SPECIALTIES , INC							30
		16-00343 1 Top Dressing Sand	780.00	001-3514-572-5200 OPERATING SUPPLIES	Expenditure			68	1
		16-00343 2 Top Dressing Sand	390.00	001-3514-572-5200 OPERATING SUPPLIES	Expenditure			69	1
		16-00343 3 Top Dressing Sand	390.00	001-3514-572-5200 OPERATING SUPPLIES	Expenditure			70	1
			<u>1,560.00</u>						
175406	10/13/16	GRAIN005 GRAINGER							30
		00129443 1 INVENTORY - CITY GARAGE	30.54	001-141-1400 INVENTORY - CITY GARAGE	G/L			26	1
175407	10/13/16	GTDIS005 GT DISTRIBUTORS							30
		16-00495 1 40mm Grenade Practice Rounds	840.00	001-2220-521-5200 OPERATING SUPPLIES	Expenditure			75	1
175408	10/13/16	HDSUP005 H D SUPPLY WATER WORKS, LTD.							30
		17-00047 1 WATER & SEWER REPAIR PARTS	146.80	401-141-1120 INVENTORY - PIPES, METERS, ETC.	G/L			104	1
175409	10/13/16	INTER040 INTERNAL REVENUE SERVICE							30
		17-00220 1 RYAN MCNEELY w/E 10/08/16	11.54	001-218-1770 DUE TO IRS	G/L			115	1
175410	10/13/16	IWORQ005 iworq Systems							30
		17-00137 1 Capital Asset Management	4,100.00	001-5110-519-6800 INTANGIBLE ASSETS	Expenditure			106	1
		17-00137 2 Internet Facility Management	2,200.00	001-5110-519-6800 INTANGIBLE ASSETS	Expenditure			107	1
		17-00137 3 Internet Fleet Management	2,200.00	001-5110-519-6800 INTANGIBLE ASSETS	Expenditure			108	1
		17-00137 4 Public works Package	4,000.00	001-5110-519-6800 INTANGIBLE ASSETS	Expenditure			109	1
		17-00137 5 Internet Sewer Management	2,200.00	001-5110-519-6800 INTANGIBLE ASSETS	Expenditure			110	1
		17-00137 6 Internet Storm Water Managemen	4,000.00	001-5110-519-6800 INTANGIBLE ASSETS	Expenditure			111	1

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101-0000		General Operating Account		Continued				
175410		iworq Systems		Continued				
17-00137	7	Back Up Management	500.00	001-5110-519-6800	Expenditure		112	1
				INTANGIBLE ASSETS				
			<u>19,200.00</u>					
175411	10/13/16	KAESE005 KAESER & BLAIR INC						30
16-00496	2	Glow In the Dark Necklaces	149.47	001-2230-521-5200	Expenditure		76	1
				OPERATING SUPPLIES				
175412	10/13/16	KKRSE005 KKRS ENTERPRISES, INC.						30
16-00722	1	REIMBUR BUSINESS TAX	10.00	001-316-0000	Revenue		91	1
				LOCAL BUSINESS TAX				
175413	10/13/16	LAKEA005 LAKE APOPKA NATURAL GAS DISTRI						30
16-00718	1	SEPT 2016 BILLING	212.37	001-1022-519-4300	Expenditure		84	1
				UTILITY SERVICES				
16-00718	1	SEPT 2016 BILLING	87.10	001-2110-522-4300	Expenditure		84	2
				UTILITY SERVICES				
16-00718	1	SEPT 2016 BILLING	2,782.80	001-141-1201	G/L		84	3
				INVENTORY - NATURAL GAS				
			<u>3,082.27</u>					
175414	10/13/16	LAKEJ005 LAKE JEM FARMS INC.						30
00130104	1	OPERATING SUPPLIES	6,720.00	001-3514-572-5200	Expenditure		29	1
				OPERATING SUPPLIES				
00130104	2	OPERATING SUPPLIES	3,280.00	001-3514-572-5200	Expenditure		30	1
				OPERATING SUPPLIES				
16-00314	1	Sod for Ponkan Rd. Job	1,900.00	403-3115-535-6300	Expenditure		64	1
				IMPROVE OTHER THAN BLD.				
			<u>11,900.00</u>					
175415	10/13/16	LUGOX005 LUGO, XAVIER						30
16-00725	1	FACILITY USE DEPOSIT REFUND	200.00	001-220-0004	G/L		94	1
				DEPOSITS - RECREATION				
175416	10/13/16	MARKR005 MARK, ROBERT SR						30
16-00724	2	DEDUCTION REFUND	4.80	001-218-1610	G/L		93	1
				EMPLOYEE LIFE INSURANCE				
16-00724	2	DEDUCTION REFUND	135.56	001-218-1620	G/L		93	2
				CANCER INSURANCE P/R DEDUCTIONS				
			<u>140.36</u>					
175417	10/13/16	MIDST005 MID STATE FENCE COMPANY, INC.						30
16-00245	1	Tune up Fence	3,968.00	001-3514-572-4600	Expenditure		35	1
				REPAIRS AND MAINTENANCE SERVICES				
175418	10/13/16	NATIO055 NATIONAL BUSINESS FURNITURE, L						30
16-00339	1	Chairs, Conf. Table	4,635.09	001-4020-515-6400	Expenditure		65	1
				EQUIPMENT AND MACHINERY				

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PO #	Item	Description							
101-0000		General Operating Account		Continued					
175418		NATIONAL BUSINESS FURNITURE, L		Continued					
16-00339	2	Chairs, Conf. Table	4,635.09	001-4021-524-6400	Expenditure		66		1
				MACHINERY AND EQUIPMENT					
			<u>9,270.18</u>						
175419	10/13/16	NEBGR005 NEB GROUP, INC.							30
00128055	4	EMS BILLING EXPENSE	3,473.24	001-2130-526-4950	Expenditure		23		1
				EMS BILLING EXPENSE					
175420	10/13/16	NETWO010 NETWORK INNOVATIONS INC.							30
00127500	2	COMMUNICATIONS SERVICES	73.73	001-2250-519-4100	Expenditure		15		1
				COMMUNICATIONS SERVICES					
175421	10/13/16	OFFIC005 OFFICE DEPOT							30
16-00237	8	Office Depot Blanket PO	229.98	001-5110-519-5200	Expenditure		34		1
				OPERATING SUPPLIES					
175422	10/13/16	PIONE005 PIONEER MANUFACTURING CO.							30
16-00484	1	Measuring Tapes	378.00	001-3514-572-5200	Expenditure		71		1
				OPERATING SUPPLIES					
16-00484	2	Marking sticks	118.50	001-3514-572-5200	Expenditure		72		1
				OPERATING SUPPLIES					
			<u>496.50</u>						
175423	10/13/16	PJQIN005 PJQ INC. CONCRETE							30
16-00616	1	SIDEWALK REPAIRS VICK'S LANDIN	7,913.88	101-3412-541-5203	Expenditure		78		1
				SIDEWALK/CURB REPAIRS					
175424	10/13/16	QUINTO10 QUINTAIROS, PRIETO, WOOD & BOY							30
16-00651	1	KOUSOULIERIS V CITY OF AOPKA	200.00	001-1170-513-3100	Expenditure		79		1
				PROFESSIONAL SERVICES					
175425	10/13/16	RECEI005 AMSOIL INC./ACCOUNTS RECEIVABL							30
00129887	1	OPERATING SUPPLIES	49.11	401-3111-533-5200	Expenditure		28		1
				OPERATING SUPPLIES					
175426	10/13/16	RICED005 RICE, DALLAS							30
16-00714	1	REFUND AUTHORIZATION AMBULANCE	620.00	001-2130-526-4950	Expenditure		80		1
				EMS BILLING EXPENSE					
175427	10/13/16	RICOH005 RICOH USA, INC.							30
00127311	3	REPAIRS & MAINT. - BLDG.& EQUI	133.40	001-3612-572-4600	Expenditure		12		1
				REPAIRS & MAINT. - BLDG.& EQUIPMENT					
00127312	4	REPAIRS & MAINT. - BLDG.& EQUI	83.87	001-3612-572-4600	Expenditure		13		1
				REPAIRS & MAINT. - BLDG.& EQUIPMENT					
00127313	3	REPAIRS & MAINT. - BLDG.& EQUI	67.35	001-3612-572-4600	Expenditure		14		1
				REPAIRS & MAINT. - BLDG.& EQUIPMENT					
			<u>284.62</u>						
175428	10/13/16	SENTI005 ORLANDO SENTINEL							30
16-00720	1	CLASSIFIED LISTINGS	553.84	403-3115-535-6300	Expenditure		86		1
				IMPROVE OTHER THAN BLD.					

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101-0000		General Operating Account							Continued
175428	ORLANDO	SENTINEL							Continued
16-00720	2	CLASSIFIED LISTINGS	128.75	001-1030-512-4902	Expenditure		87	1	
				LEGAL ADVERTISING					
16-00720	3	CLASSIFIED LISTINGS	717.40	001-1120-513-4902	Expenditure		88	1	
				LEGAL ADVERTISING					
16-00720	4	CLASSIFIED LISTINGS	563.05	001-1120-513-4902	Expenditure		89	1	
				LEGAL ADVERTISING					
			<u>1,963.04</u>						
175429	10/13/16	SINNO005 SINNOTT WOLACH TECHNOLOGY GROU							30
00128392	1	REPAIR & MIANT.-BLDG & EQUIP	1,200.00	001-5110-519-4600	Expenditure		24	1	
				REPAIR & MAINT.-BLDG & EQUIP					
175430	10/13/16	SPRIN010 SPRINT							30
00127156	4	COMMUNICATIONS SERVICES	255.02	001-2230-521-4100	Expenditure		6	1	
				COMMUNICATIONS SERVICES					
00129836	3	COMMUNICATIONS SERVICES	231.36	001-5110-519-4100	Expenditure		27	1	
				COMMUNICATIONS SERVICES					
			<u>486.38</u>						
175431	10/13/16	SSCON005 SINGLETON, RICHARD M							30
00130226	1	SIDEWALK/CURB REPAIRS	1,524.00	101-3412-541-5203	Expenditure		31	1	
				SIDEWALK/CURB REPAIRS					
175432	10/13/16	SUNSH005 SUNSHINE STATE ONE CALL OF FL.							30
17-00120	2	Locate Tickets	473.65	401-3141-533-4900	Expenditure		105	1	
				OTHER CURRENT CHARGES					
175433	10/13/16	SWIFT005 SWIFTREACH NETWORKS, INC.							30
00127025	4	COMMUNICATIONS SERVICES	546.59	001-2250-519-4100	Expenditure		3	1	
				COMMUNICATIONS SERVICES					
00127025	5	COMMUNICATIONS & FREIGHT	3.41	001-2250-519-4100	Expenditure		4	1	
				COMMUNICATIONS SERVICES					
			<u>550.00</u>						
175434	10/13/16	TANKS005 SHELLEY'S SEPTIC TANKS							30
16-00579	19	WRF Sludge Hauling	950.00	401-3121-535-4900	Expenditure		77	1	
				OTHER CURRENT CHARGES					
17-00029	1	100 loads of Sludge Hauling	950.00	401-3121-535-4900	Expenditure		96	1	
				OTHER CURRENT CHARGES					
			<u>1,900.00</u>						
175435	10/13/16	TRADE015 TRADEMARK PRESS SOLUTIONS INC.							30
16-00490	1	#10 Printed Envelopes	1,195.00	001-2210-521-4700	Expenditure		73	1	
				PRINTING SERVICES					
16-00490	2	Letter Head	1,154.00	001-2220-521-4700	Expenditure		74	1	
				PRINTING SERVICES					
			<u>2,349.00</u>						
175436	10/13/16	TRAIL005 TRAIL SAW & MOWER SERVICE, INC							30
16-00283	1	KUBK1042-15142 Nut, locking	10.35	401-3111-533-5200	Expenditure		42	1	
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
101-0000		General Operating Account		Continued				
175436		TRAIL SAW & MOWER SERVICE, INC		Continued				
16-00283		2 KUBK5668-42100 Assy roller, An	18.32	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		43	1
16-00283		3 KUBK1142-11262 Washer, Plain	2.52	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		44	1
16-00283		4 KUBK5668-42122 shaft, gauge	24.94	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		45	1
16-00283		5 KUBK5647-43150 Collar	12.24	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		46	1
16-00283		6 KUB69191-66890 Pin, Set	8.46	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		47	1
16-00283		7 KUB04015-70100 Washer, Plain	2.04	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		48	1
16-00283		8 KUB01133-51090 Bolt	5.40	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		49	1
16-00283		9 ROT6917 5x2 3-4 Deck wheel	25.52	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		50	1
16-00283		10 KUBK1211-84560 Rivet, 1-4 Push	23.40	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		51	1
16-00283		11 KUBK5647-34312 Cover, Dust	56.25	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		52	1
16-00283		12 KUB04612-00220 Cir Clip, Exter	3.12	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		53	1
16-00283		13 KUBK5651-34352 Spring, Plate	39.72	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		54	1
16-00283		14 KUBK5651-34372 Bolt M	19.05	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		55	1
16-00283		15 KUBK5651-34380 Boss spline, 2	60.78	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		56	1
16-00283		16 KUB53721-61533 Clamp, Rail Cov	43.56	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		57	1
16-00283		17 ROT6209 Kubot Blade 20 1-2 x	310.80	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		58	1
16-00283		18 ROT10662 Edger Blade 1 11-16	6.25	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		59	1
16-00283		19 ROT12150 Trimmer Line .095 3	34.95	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		60	1
16-00283		20 KUBK5761-34152 Boss, Spline	48.02	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		61	1
16-00283		21 KUBK3181-44430 Dial, Cam	6.44	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		62	1
16-00283		22 KUBK6181-65280 Label, Dial E-F	2.52	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		63	1
			764.65					
175437	10/13/16	TRANS025 TRANSUNION RISK AND ALTERNATIV						30
00127519		3 COMMUNICATIONS & FREIGHT	200.00	001-2220-521-4100 COMMUNICATIONS SERVICES	Expenditure		16	1
175438	10/13/16	TRUGR005 TRUGREEN						30
00127240		9 OTHER CONTRACTUAL SERVICES	7,395.00	001-3514-572-3400 OTHER CONTRACTUAL SERVICES	Expenditure			1



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101-0000		General Operating Account							
175438		TRUGREEN							
00127240	10	OTHER CONTRACTUAL SERVICES	1,070.00	001-3514-572-3400	Expenditure			9	1
00127240	11	OTHER CONTRACTUAL SERVICES	570.00	001-3514-572-3400	Expenditure			10	1
			<u>9,035.00</u>						
175439	10/13/16	USDEP010 US DEPARTMENT OF EDUCATION							30
17-00221	1	SHAKENYA HARRIS JACKSON	147.12	001-218-1760	G/L			116	1
				DUE TO FL DEPT OF EDUCATION					
175440	10/13/16	VEREE005 VEREEN, JORDAN							30
16-00716	2	FACILITY USE DEPOSIT REFUND	200.00	001-347-2100	Revenue			82	1
				RECREATION PROGRAM ACTIVITY FEES					
175441	10/13/16	WASTE025 WASTE MANAGEMENT OF FLA							30
16-00721	1	REIMBURSEMENT BUSINESS TAX	2,129.00	001-316-0000	Revenue			90	1
				LOCAL BUSINESS TAX					
175442	10/13/16	YOURI005 YOURIDGUARD, INC.							30
16-00719	1	SEPTEMBER 2016 PREMIUMS	1,181.24	001-218-1622	G/L			85	1
				LIFELOCK IDENTITY THEFT P/R DEDUCTIONS					
175443	10/19/16	HARMO015 HARMON, MIKE							32
17-00331	1	REIMBURSEMENT	337.12	001-2210-521-5200	Expenditure			1	1
				OPERATING SUPPLIES					
175444	10/21/16	AIRLI005 AIR LIQUIDE HEALTHCARE AMERICA							33
00127348	15	RENTAL AND LEASES	249.51	001-2130-526-4400	Expenditure			2	1
				RENTAL AND LEASES					
175445	10/21/16	ALLAM005 ALL AMERICAN STRUCTURES							33
16-00267	1	Concrete curbing	875.00	001-3514-572-4600	Expenditure			41	1
				REPAIRS AND MAINTENANCE SERVICES					
175446	10/21/16	ALLEN005 ALLEN'S REFRIGERATION & AIR CO							33
00130283	1	EQUIPMENT AND MACHINERY	2,400.00	401-3121-535-6400	Expenditure			33	1
				EQUIPMENT AND MACHINERY					
175447	10/21/16	ALLIE005 ALLIED UNIVERSAL CORPORATION							33
17-00124	1	Blanket for Sodium Hypochlorit	2,990.18	401-3121-535-5200	Expenditure			98	1
				OPERATING SUPPLIES					
175448	10/21/16	AMERIO35 AMERICAN WIRE & TERMINAL							33
17-00044	1	ELECTRICAL WIRES & CONNECTORS	0.00	001-141-1400	G/L			84	1
				INVENTORY - CITY GARAGE					
17-00044	1	ELECTRICAL WIRES & CONNECTORS	52.16	001-2120-522-4650	Expenditure			84	2
				VEHICLE MAINTENANCE					
17-00044	1	ELECTRICAL WIRES & CONNECTORS	52.16	001-2130-526-4650	Expenditure			84	3
				VEHICLE MAINTENANCE					
17-00044	1	ELECTRICAL WIRES & CONNECTORS	52.16	001-2220-521-4650	Expenditure			84	4
				VEHICLE MAINTENANCE					

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101-0000		General Operating Account		Continued				
175448		AMERICAN WIRE & TERMINAL		Continued				
17-00044	2	ELECTRICAL WIRES & CONNECTORS	0.00	001-141-1400	G/L		85	1
				INVENTORY - CITY GARAGE				
17-00044	2	ELECTRICAL WIRES & CONNECTORS	16.83	001-2120-522-4650	Expenditure		85	2
				VEHICLE MAINTENANCE				
17-00044	2	ELECTRICAL WIRES & CONNECTORS	16.83	001-2130-526-4650	Expenditure		85	3
				VEHICLE MAINTENANCE				
17-00044	2	ELECTRICAL WIRES & CONNECTORS	16.84	001-2220-521-4650	Expenditure		85	4
				VEHICLE MAINTENANCE				
17-00167	1	6440 - CABLE TIES 8"	141.60	401-141-1120	G/L		119	1
				INVENTORY - PIPES, METERS, ETC.				
17-00167	2	4313 - CABLE TIES 18"	343.20	401-141-1120	G/L		120	1
				INVENTORY - PIPES, METERS, ETC.				
17-00277	1	# 6150 ADD A CIRCUIT (ATM)	126.00	001-141-1400	G/L		177	1
				INVENTORY - CITY GARAGE				
17-00277	2	# 6151 ADD A CIRCUIT (ATR)	126.00	001-141-1400	G/L		178	1
				INVENTORY - CITY GARAGE				
			<u>943.78</u>					
175449	10/21/16	AMERIO80 AMERICAN SOLUTIONS FOR BUSINES						33
17-00315	1		368.50	001-2120-522-5200	Expenditure		199	1
				OPERATING SUPPLIES				
17-00315	2		429.74	001-2120-522-5200	Expenditure		200	1
				OPERATING SUPPLIES				
17-00315	3		205.80	001-2120-522-5200	Expenditure		201	1
				OPERATING SUPPLIES				
			<u>1,004.04</u>					
175450	10/21/16	APOPK080 APOPKA CHIEF						33
17-00230	1	Blank PO - Advertisements	155.25	001-4020-515-4902	Expenditure		151	1
				LEGAL ADVERTISING				
17-00230	2	Blank PO - Advertisements	189.00	001-4020-515-4902	Expenditure		152	1
				LEGAL ADVERTISING				
17-00230	3	Blank PO - Advertisements	189.00	001-4020-515-4902	Expenditure		153	1
				LEGAL ADVERTISING				
			<u>533.25</u>					
175451	10/21/16	APOPK085 APOPKA PLAQUE AND TROPHY						33
00129973	1	OPERATING SUPPLIES	518.70	001-1010-512-5200	Expenditure		27	1
				OPERATING SUPPLIES				
175452	10/21/16	ARAMA005 ARAMARK UNIFORM SERVICES, INC.						33
00127683	31	OPERATING SUPPLIES	27.28	001-1022-519-5200	Expenditure		211	1
				OPERATING SUPPLIES				
00127683	32	OPERATING SUPPLIES	439.13	001-3310-519-5200	Expenditure		5	1
				OPERATING SUPPLIES				
00127683	33	OPERATING SUPPLIES	28.92	001-3512-539-5200	Expenditure		6	1
				OPERATING SUPPLIES				
00127683	34	OPERATING SUPPLIES	241.97	001-3513-572-5200	Expenditure		7	1
				OPERATING SUPPLIES				
00127683	35	OPERATING SUPPLIES	95.10	001-3514-572-5200	Expenditure			1
				OPERATING SUPPLIES				

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101-0000		General Operating Account		Continued					
175452		ARAMARK UNIFORM SERVICES, INC. Continued							
00127683	36	OPERATING SUPPLIES	43.52	401-3010-539-5200 OPERATING SUPPLIES	Expenditure		9		1
00127683	37	OPERATING SUPPLIES	117.32	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		10		1
00127683	38	OPERATING SUPPLIES	323.60	401-3121-535-5200 OPERATING SUPPLIES	Expenditure		11		1
00127683	39	OPERATING SUPPLIES	146.64	401-3131-536-5200 OPERATING SUPPLIES	Expenditure		12		1
00127683	40	OPERATING SUPPLIES	198.61	401-3141-533-5200 OPERATING SUPPLIES	Expenditure		13		1
00127683	41	OPERATING SUPPLIES	134.72	401-3171-535-5200 OPERATING SUPPLIES	Expenditure		14		1
00127683	42	OPERATING SUPPLIES	24.00	401-3181-536-5200 OPERATING SUPPLIES	Expenditure		15		1
00127683	43	OPERATING SUPPLIES	282.01	402-3210-534-5200 OPERATING SUPPLIES	Expenditure		16		1
00127683	44	REPAIR & MAINT.-BLDG.& EQUIPME	21.48	001-2220-521-5200 OPERATING SUPPLIES	Expenditure		17		1
00127683	52	OPERATING SUPPLIES	113.53	101-3412-541-5200 OPERATING SUPPLIES	Expenditure		18		1
			<u>2,237.83</u>						
175453	10/21/16	ARROW005 ARROWSMITH, J.W.							33
17-00332	1	COUNCIL RETIRE NOV 2016	575.00	001-1010-512-1200 REGULAR SALARIES AND WAGES	Expenditure		213		1
175454	10/21/16	AUTOM005 AUTOMATIONDIRECT.COM							33
17-00177	1	C0-PGMSW - Program Software	10.00	401-3121-535-5200 OPERATING SUPPLIES	Expenditure		122		1
17-00177	2	C0-00AR-D - Click Basic PLC	79.00	401-3121-535-5200 OPERATING SUPPLIES	Expenditure		123		1
17-00177	3	C0-01AC - Click Power Supply	39.00	401-3121-535-5200 OPERATING SUPPLIES	Expenditure		124		1
17-00177	4	EA-MG-PGM-CBL - Program Cable	43.00	401-3121-535-5200 OPERATING SUPPLIES	Expenditure		125		1
17-00177	5	HT8JUH1DAA5 - Selector Switch	106.00	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		126		1
17-00177	6	HT8B - Contact Block	19.00	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		127		1
17-00177	7	48205267 - Audible Horn	38.00	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		128		1
17-00177	8	750R-2C-120A - Control Relay	32.00	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		129		1
17-00177	9	750-2C-SKT - Relay Socket	17.00	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		130		1
17-00177	10	GCX3193-24L - Pushbutton	16.50	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		131		1
17-00177	11	ECX1030-2 - Contact Block	6.25	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		132		1
17-00177	12	MS4SM-AP-ADC - Multimode Timer	48.50	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		133		1

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101-0000		General Operating Account							
175454		AUTOMATIONDIRECT.COM							
17-00240	1	Item 48205267 Audible Horn	38.00	401-3121-535-4600	Expenditure		156		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00240	2	Item 82913067 Signal Beacon	149.00	401-3121-535-4600	Expenditure		157		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
			<u>641.25</u>						
175455	10/21/16	BOLTW005 BOLTWOOD VENTURES, LLC							33
16-00731	1	2015 SERVICE AWARD PINS	745.10	001-1010-512-5200	Expenditure		62		1
				OPERATING SUPPLIES					
175456	10/21/16	BOUND005 BOUND TREE MEDICAL, LLC.							33
17-00157	2	EMS Medications & Supplies	2,383.14	001-2130-526-5200	Expenditure		112		1
				OPERATING SUPPLIES					
17-00157	3	EMS Medications & Supplies	263.82	001-2130-526-5200	Expenditure		113		1
				OPERATING SUPPLIES					
17-00157	4	EMS Medications & Supplies	1,504.03	001-2130-526-5200	Expenditure		114		1
				OPERATING SUPPLIES					
17-00157	5	EMS Medications & Supplies	2,576.24	001-2130-526-5200	Expenditure		115		1
				OPERATING SUPPLIES					
17-00157	6	EMS Medications & Supplies	54.99	001-2130-526-5200	Expenditure		116		1
				OPERATING SUPPLIES					
			<u>6,782.22</u>						
175457	10/21/16	CAPIT005 CAPITAL OFFICE PRODUCTS							33
17-00297	1	Sheet protectors	63.98	001-3612-572-5100	Expenditure		186		1
				OFFICE SUPPLIES					
17-00297	2	Wall Calendars 15 x 22	13.99	001-3612-572-5100	Expenditure		187		1
				OFFICE SUPPLIES					
17-00297	4	Wall Planner 2017- 48 x 32	31.98	001-3612-572-5100	Expenditure		188		1
				OFFICE SUPPLIES					
17-00297	5	Assorted tab dividers	24.99	001-3612-572-5100	Expenditure		189		1
				OFFICE SUPPLIES					
17-00297	6	Manila File Folders	18.30	001-3612-572-5100	Expenditure		190		1
				OFFICE SUPPLIES					
17-00297	7	Legal Pads 5 x 8	4.15	001-3612-572-5100	Expenditure		191		1
				OFFICE SUPPLIES					
17-00297	8	Writing Pads	9.49	001-3612-572-5100	Expenditure		192		1
				OFFICE SUPPLIES					
17-00297	9	Post it Notes	14.99	001-3612-572-5100	Expenditure		193		1
				OFFICE SUPPLIES					
17-00297	10	3 planners for facility rental	52.99	001-3612-572-5100	Expenditure		194		1
				OFFICE SUPPLIES					
17-00297	11	Colored Paper for Halloween	89.90	001-3612-572-5100	Expenditure		195		1
				OFFICE SUPPLIES					
			<u>324.76</u>						
175458	10/21/16	CENTR085 CENTRAL FL. CRIMINAL JUSTICE A							33
17-00272	1	STAFF ASSIST. APPRECIATION	50.00	001-2210-521-5200	Expenditure		175		1
				OPERATING SUPPLIES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
101-0000		General Operating Account	Continued						
175459	10/21/16	CENTU005 CENTURYLINK							33
17-00023	1		163.00	001-5110-519-4100	Expenditure		65		1
				COMMUNICATIONS SERVICES					
17-00023	2		163.00	001-5110-519-4100	Expenditure		66		1
				COMMUNICATIONS SERVICES					
17-00023	3		150.00	001-5110-519-4100	Expenditure		67		1
				COMMUNICATIONS SERVICES					
17-00023	4		163.00	001-5110-519-4100	Expenditure		68		1
				COMMUNICATIONS SERVICES					
17-00023	5		357.79	001-5110-519-4100	Expenditure		69		1
				COMMUNICATIONS SERVICES					
17-00023	6		54.44	001-5110-519-4100	Expenditure		70		1
				COMMUNICATIONS SERVICES					
17-00023	7		143.20	001-5110-519-4100	Expenditure		71		1
				COMMUNICATIONS SERVICES					
17-00023	8		130.00	001-5110-519-4100	Expenditure		72		1
				COMMUNICATIONS SERVICES					
17-00023	9		50.94	001-5110-519-4100	Expenditure		73		1
				COMMUNICATIONS SERVICES					
17-00023	10		225.40	001-5110-519-4100	Expenditure		74		1
				COMMUNICATIONS SERVICES					
			<u>1,600.77</u>						
175460	10/21/16	CPIIN005 CPI INTERNATIONAL							33
16-00254	1	Lab Supplies	185.40	401-3121-535-5200	Expenditure		39		1
				OPERATING SUPPLIES					
16-00254	2	Freight	63.80	401-3121-535-5200	Expenditure		40		1
				OPERATING SUPPLIES					
			<u>249.20</u>						
175461	10/21/16	CROSS005 CROSS MATCH TECHNOLOGIES, INC.							33
16-00357	1	Silicone Fingerprint Covers	232.00	001-2220-521-5200	Expenditure		47		1
				OPERATING SUPPLIES					
175462	10/21/16	DEPAR005 DEPT OF ENVIRONMENTAL PROTECT							33
17-00291	1	DEP Permit Belgain St. WM	650.00	401-3141-533-6300	Expenditure		183		1
				IMPROVEMENTS OTHER THAN BLDGS.					
17-00292	1	DEP WM Permit O'Shea Ct.	650.00	401-3141-533-6300	Expenditure		184		1
				IMPROVEMENTS OTHER THAN BLDGS.					
17-00294	1	DEP WM Permit O'Leary Court	650.00	401-3141-533-6300	Expenditure		185		1
				IMPROVEMENTS OTHER THAN BLDGS.					
			<u>1,950.00</u>						
175463	10/21/16	DIGIT005 DIGITAL DATA TECHNOLOGIES, INC							33
17-00251	1	AVL Proxy Server License	1,875.00	001-5110-519-3400	Expenditure		161		1
				OTHER CONTRACTUAL SERVICES					
17-00251	2	AVL Proxy Support	625.00	001-5110-519-3400	Expenditure		162		1
				OTHER CONTRACTUAL SERVICES					
17-00251	3	Self-Hosted MCC	950.00	001-5110-519-3400	Expenditure		163		1
				OTHER CONTRACTUAL SERVICES					
17-00251	4	AccuGlobe E9-1-1 Dispatch	1,699.92	001-5110-519-3400	Expenditure		164		1
				OTHER CONTRACTUAL SERVICES					

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PO #	Item	Description							
101-0000		General Operating Account		Continued					
175463	DIGITAL	DATA TECHNOLOGIES, INC		Continued					
17-00251	5		237.48	001-5110-519-3400	Expenditure		165	1	
				OTHER CONTRACTUAL SERVICES					
			<u>5,387.40</u>						
175464	10/21/16	ECMC0005 ECMC							33
17-00337	1	MELISSA CABRERA w/E 10/15/16	120.51	001-218-1760	G/L		214	1	
				DUE TO FL DEPT OF EDUCATION					
175465	10/21/16	ENFOR005 ENFORCEMENT ELECTRONICS SERVIC							33
17-00260	1	Intoxilizer Solutions	117.00	001-2230-521-5200	Expenditure		167	1	
				OPERATING SUPPLIES					
175466	10/21/16	FAMIL005 FAMILY SUPPORT REGISTRY							33
17-00334	1	DERRICK CLARK w/E 10/15/16	116.69	001-218-1750	G/L		204	1	
				DUE TO CLERK OF CIRCUIT COURT					
175467	10/21/16	FERGU005 FERGUSON ENTERPRISES, INC.							33
17-00290	1	Emergency Bars,Chains for Hurr	755.00	401-3131-536-5200	Expenditure		181	1	
				OPERATING SUPPLIES					
17-00290	2	Emergency Bars,Chains for Hurr	587.00	401-3131-536-5200	Expenditure		182	1	
				OPERATING SUPPLIES					
			<u>1,342.00</u>						
175468	10/21/16	FISHE005 FISHER SCIENTIFIC							33
17-00030	1	Ammonia Reagent Salic F/10	655.80	401-3121-535-5200	Expenditure		82	1	
				OPERATING SUPPLIES					
17-00030	2	Ammonia Reagent Cyan F/10	419.20	401-3121-535-5200	Expenditure		83	1	
				OPERATING SUPPLIES					
17-00165	1		3,308.38	001-2120-522-4600	Expenditure		118	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
			<u>4,383.38</u>						
175469	10/21/16	FITNE005 FITNESS SERVICES OF CENTRAL FL							33
16-00499	1	Treadmill Keypad	85.28	001-2220-521-4600	Expenditure		53	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
16-00499	2	Brake Assembly - Upright Bike	400.00	001-2220-521-4600	Expenditure		54	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
16-00499	3	Shipping	45.28	001-2220-521-4600	Expenditure		55	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
16-00499	4	Service - Contract Rate	60.00	001-2220-521-4600	Expenditure		56	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
16-00499	5	Labor - Contract Rate	130.00	001-2220-521-4600	Expenditure		57	1	
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00254	1	PERVENTATIVE MAINT. AGREEMENT	1,200.00	001-2220-521-3400	Expenditure		166	1	
				OTHER CONTRACTUAL SERVICES					
			<u>1,920.56</u>						
175470	10/21/16	FLAPA005 FLA-PAC							33
17-00268	1	Registration	400.00	106-2210-521-5450	Expenditure		171	1	
				POLICE - SPECIAL TRAINING					

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101-0000		General Operating Account		Continued				
175471	10/21/16	FLDEP005 FL.DEPT.OF STATE, R.A. GRAY BL						33
	00127126	3	36.60	001-1030-512-3400	Expenditure		1	1
				OTHER CONTRACTUAL SERVICES				
175472	10/21/16	FLORI055 FLORIDA LEAGUE OF CITIES						33
	17-00218	1 FLC Annual Dues FY16-17	5,246.00	001-1010-512-5400	Expenditure		149	1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM				
175473	10/21/16	FLORI070 FLORIDA POLICE CHIEFS ASSOCIAT						33
	17-00263	1 MEMBERSHIP RENEWAL DUES	310.00	001-2210-521-5400	Expenditure		169	1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM				
	17-00263	2 MEMBERSHIP RENEWAL DUES	135.00	001-2210-521-5400	Expenditure		170	1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM				
	17-00273	1 CHIEFS ADMIN ASSIST. TRAINING	300.00	001-2210-521-5500	Expenditure		176	1
				TRAINING				
			<u>745.00</u>					
175474	10/21/16	FLORI180 FLORIDA CENTRAL RAILROAD						33
	17-00243	1 RR Lease SEWER lines crossings	1,030.73	401-3171-535-4400	Expenditure		158	1
				RENTAL AND LEASES				
	17-00243	2 RR Lease SEWER lines crossings	150.00	401-3171-535-4400	Expenditure		159	1
				RENTAL AND LEASES				
	17-00243	3 RR Lease SEWER lines crossings	150.00	401-3171-535-4400	Expenditure		160	1
				RENTAL AND LEASES				
			<u>1,330.73</u>					
175475	10/21/16	FLORI215 FLORIDA COMBINED LIFE						33
	17-00339	1 DENTAL PREMIUMS OCTOBER 2016	24,164.63	001-218-1630	G/L		209	1
				DENTAL INSURANCE PAYABLE				
175476	10/21/16	GENSE005 GENSET SERVICES INC.						33
	17-00181	1 Generator 'A' Repair	270.00	401-3121-535-4600	Expenditure		136	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
175477	10/21/16	GLASS005 GLASS, MARTHA						33
	16-00727	2 HOLIDAY CLUB REFUND M. GLASS	100.00	001-202-1125	G/L		60	1
				PAYROLL - CHRISTMAS CLUB				
175478	10/21/16	GLENN005 GLENN JOINER & SON INC.						33
	17-00104	1 STOCK POWER INVERTERS	349.90	001-141-1400	G/L		94	1
				INVENTORY - CITY GARAGE				
175479	10/21/16	GRAYB005 GRAYBAR						33
	17-00138	1 1FT Patch Cables	155.00	001-5110-519-5200	Expenditure		105	1
				OPERATING SUPPLIES				
	17-00138	2 3FT Patch Cables	377.00	001-5110-519-5200	Expenditure		106	1
				OPERATING SUPPLIES				
	17-00138	3 5FT Patch Cables	414.00	001-5110-519-5200	Expenditure		107	1
				OPERATING SUPPLIES				
			<u>946.00</u>					

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101-0000		General Operating Account		Continued					
175480	10/21/16	HARRI010 HARRINGTON INDUSTRIAL PLASTICS							33
16-00623	22	010013442BD	355.60	401-3111-533-6400	Expenditure		59		1
				EQUIPMENT AND MACHINERY					
175481	10/21/16	HDSUP005 H D SUPPLY WATER WORKS, LTD.							33
17-00047	2	WATER & SEWER REPAIR PARTS	11,921.34	401-141-1120	G/L		86		1
				INVENTORY - PIPES, METERS, ETC.					
17-00047	3	WATER & SEWER REPAIR PARTS	288.00	401-141-1120	G/L		87		1
				INVENTORY - PIPES, METERS, ETC.					
17-00047	4	WATER & SEWER REPAIR PARTS	119.76	401-141-1120	G/L		88		1
				INVENTORY - PIPES, METERS, ETC.					
17-00047	5	WATER & SEWER REPAIR PARTS	1,201.20	401-141-1120	G/L		89		1
				INVENTORY - PIPES, METERS, ETC.					
17-00200	1	6" Tapping sleeve	345.23	401-3141-533-5200	Expenditure		146		1
				OPERATING SUPPLIES					
17-00200	2	6" Tapping valve	592.42	401-3141-533-5200	Expenditure		147		1
				OPERATING SUPPLIES					
			<u>14,467.95</u>						
175482	10/21/16	IFIXY005 IFIXYOURI CORP							33
00129372	1	OPERATING SUPPLIES	76.49	001-5110-519-5200	Expenditure		24		1
				OPERATING SUPPLIES					
175483	10/21/16	INSIG005 INSIGHT PUBLIC SECTOR INC							33
16-00506	1	Pocket Jet Printer	620.00	001-2230-521-5200	Expenditure		58		1
				OPERATING SUPPLIES					
175484	10/21/16	INTER040 INTERNAL REVENUE SERVICE							33
17-00335	1	RYAN MCNEELY w/E 10/15/16	11.54	001-218-1770	G/L		205		1
				DUE TO IRS					
175485	10/21/16	KAESE005 KAESER & BLAIR INC							33
16-00496	1	Bags	137.50	001-2230-521-5200	Expenditure		50		1
				OPERATING SUPPLIES					
16-00496	3	Glow In the Dark Necklaces	239.69	001-2230-521-5200	Expenditure		51		1
				OPERATING SUPPLIES					
			<u>377.19</u>						
175486	10/21/16	MACGR005 MACGREGOR SMITH BLUEPRINTER, I							33
17-00106	1	60"x150' Plotter Paper	52.21	001-5110-519-5100	Expenditure		95		1
				OFFICE SUPPLIES					
175487	10/21/16	MAGIC005 MAGIC TECH INC							33
17-00232	1	WRF A/C Repairs	635.50	401-3121-535-4600	Expenditure		154		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
175488	10/21/16	MAYER005 MAYER ELECTRIC SUPPLY COMPANY							33
17-00180	1	Crimping Tool, Manual	181.34	401-3121-535-4600	Expenditure		134		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					



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101-0000		General Operating Account	Continued					
175488		MAYER ELECTRIC SUPPLY COMPANY	Continued					
17-00180		2 Crimping Tool, Manual	181.33	401-3111-533-4600	Expenditure		135	1
			<u>362.67</u>	REPAIR & MAINT.-BLDG.& EQUIPMENT				
175489	10/21/16	MERRI005 MERRILL, AMANDA		(Void Reason: WRONG AMOUNT)		10/21/16 VOID		33
17-00270	1	PER DIEM - LUNCH	26.00	001-2210-521-4000	Expenditure		172	1
				TRAVEL & PER DIEM				
17-00270	2	PER DIEM - DINNER	72.00	001-2210-521-4000	Expenditure		173	1
			<u>98.00</u>	TRAVEL & PER DIEM				
175490	10/21/16	MICHI005 MICHIGAN ST. PUMP & ELECTRIC M						33
00129752	1	REPAIR & MAINT.-BLDG.& EQUIPME	2,192.00	401-3171-535-4600	Expenditure		25	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
00130102	1	REPAIR & MAINT.-BLDG.& EQUIPME	3,919.00	401-3171-535-4600	Expenditure		28	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
00130103	1	REPAIR & MAINT.-BLDG.& EQUIPME	1,787.00	401-3171-535-4600	Expenditure		29	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
00130127	1	REPAIR & MAINT.-BLDG.& EQUIPME	4,782.00	401-3171-535-4600	Expenditure		30	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
16-00480	1	L.s.64 pump repair	2,765.00	401-3171-535-4600	Expenditure		49	1
			<u>15,445.00</u>	REPAIR & MAINT.-BLDG.& EQUIPMENT				
175491	10/21/16	MOTOR005 MOTOROLA SOLUTIONS, INC.						33
16-00476	1	Harmon Rd Tower Security Work	5,850.29	001-1022-519-6400	Expenditure		48	1
				MACHINERY AND EQUIPMENT				
16-00497	1	Lenovo Server and Storage Arra	5,887.68	106-2220-521-5201	Expenditure		52	1
			<u>11,737.97</u>	OP SUPPLIES - TOWING CID				
175492	10/21/16	NETTR005 NET TRANSCRIPTS, INC						33
16-00732	1	TRANSCRIPT SERVICES	349.00	001-2230-521-3100	Expenditure		63	1
				PROFESSIONAL SERVICES				
175493	10/21/16	NEVER005 NEVERFAIL, INC.						33
17-00139	1	Neverfail Software Support	4,320.00	001-5110-519-4600	Expenditure		108	1
				REPAIR & MAINT.-BLDG & EQUIP				
175494	10/21/16	OFFIC005 OFFICE DEPOT						33
00130257	1	OFFICE SUPPLIES	444.36	001-3310-519-5100	Expenditure		32	1
				OFFICE SUPPLIES				
17-00021	1		91.17	001-5110-519-5100	Expenditure		64	1
			<u>535.53</u>	OFFICE SUPPLIES				
175495	10/21/16	ONSIT005 ON-SITE ANTIFREEZE RECYCLING,						33
17-00108	1	STOCK BULK ANTIFREEZE	825.00	001-141-1400	G/L		96	1
				INVENTORY - CITY GARAGE				

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PO #	Item	Description					Seq Acct
101-0000		General Operating Account		Continued			
175496	10/21/16	ORANG005 ORANGE COUNTY BOARD OF COMMISS					33
17-00169	1	O.C. Competency Card for permi	54.00	401-3171-535-4900	Expenditure		121 1
				OTHER CURRENT CHARGES			
175497	10/21/16	ORANG025 ORANGE COUNTY SHERIFF'S OFFICE					33
17-00262	1	FBI NAA Lunch Event	25.00	001-2210-521-5200	Expenditure		168 1
				OPERATING SUPPLIES			
175498	10/21/16	ORLAN035 ORLANDO BUSINESS TELEPHONE SYS					33
17-00140	1	Emergency Phone Support	190.00	001-5110-519-4600	Expenditure		109 1
				REPAIR & MAINT.-BLDG & EQUIP			
175499	10/21/16	ORLAN045 ORLANDO FUN CREW INC					33
17-00186	1	Halloween themed bounce house	300.00	001-3613-572-5200	Expenditure		137 1
				OPERATING SUPPLIES			
17-00186	2	Obstacle Course	250.00	001-3613-572-5200	Expenditure		138 1
				OPERATING SUPPLIES			
			<u>550.00</u>				
175500	10/21/16	PATTO005 PATTON ELECTRONICS CO.					33
17-00152	1	Patton Voice Router	227.88	001-2250-519-5200	Expenditure		110 1
				OPERATING SUPPLIES			
17-00152	2	Patton Voice Router	22.00	001-2250-519-5200	Expenditure		111 1
				OPERATING SUPPLIES			
			<u>249.88</u>				
175501	10/21/16	PETRO005 PETROLEUM TRADERS CORP.					33
17-00073	1	CITY WIDE GASOLINE	7,509.25	001-141-1200	G/L		91 1
				INVENTORY - FUEL			
17-00074	1	CITY WIDE DIESEL	7,054.53	001-141-1200	G/L		212 1
				INVENTORY - FUEL			
17-00115	1	GAS & DIESEL NORTHWEST COMPLEX	1,424.69	001-3514-572-5250	Expenditure		97 1
				FUEL AND GASOLINE			
			<u>15,988.47</u>				
175502	10/21/16	PREMI005 PREMIERE JANITORIAL SUPPLY					33
17-00283	1	Janitorial items	1,167.00	401-141-1120	G/L		179 1
				INVENTORY - PIPES, METERS, ETC.			
175503	10/21/16	PRICE005 PRICE FAMILY ENTERTAINMENT					33
17-00206	1	Movie Screen rental w/sound	300.00	001-3613-572-5200	Expenditure		148 1
				OPERATING SUPPLIES			
175504	10/21/16	PRIDE005 PRIDE ENTERPRISES					33
17-00306	1	AP WINDOW ENVELOPE	134.90	001-1120-513-5100	Expenditure		196 1
				OFFICE SUPPLIES			
17-00306	2	TYPE SET FEE / FREIGHT	12.55	001-1120-513-5100	Expenditure		197 1
				OFFICE SUPPLIES			
			<u>147.45</u>				

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101-0000		General Operating Account	Continued					
175505	10/21/16	PROCH005 PRO-CHEM, INC.						33
17-00068	1	WASP SPRAY	432.00	401-141-1120	G/L		90	1
				INVENTORY - PIPES, METERS, ETC.				
175506	10/21/16	RAPID005 RAPID SYSTEMS						33
17-00223	1	50 Mbps Internet Circuit	2,698.75	001-5110-519-4100	Expenditure		150	1
				COMMUNICATIONS SERVICES				
175507	10/21/16	RENZI010 RENZI, BRION						33
16-00729	2	SOCCER REFUND	70.00	001-347-2100	Revenue		61	1
				RECREATION PROGRAM ACTIVITY FEES				
175508	10/21/16	SAFET010 SAFETY PRODUCTS INC						33
17-00129	1	SAFETY ITEMS & MARKING PAINT	936.52	401-141-1120	G/L		99	1
				INVENTORY - PIPES, METERS, ETC.				
17-00129	2	SAFETY ITEMS & MARKING PAINT	1,652.91	401-141-1120	G/L		100	1
				INVENTORY - PIPES, METERS, ETC.				
17-00129	3	SAFETY ITEMS & MARKING PAINT	1,400.00	401-141-1120	G/L		101	1
				INVENTORY - PIPES, METERS, ETC.				
17-00129	4	SAFETY ITEMS & MARKING PAINT	218.40	401-141-1120	G/L		102	1
				INVENTORY - PIPES, METERS, ETC.				
17-00129	5	SAFETY ITEMS & MARKING PAINT	135.20	401-141-1120	G/L		103	1
				INVENTORY - PIPES, METERS, ETC.				
17-00129	6	SAFETY ITEMS & MARKING PAINT	180.48	401-141-1120	G/L		104	1
				INVENTORY - PIPES, METERS, ETC.				
			<u>4,523.51</u>					
175509	10/21/16	SEDA0005 SEDA, MARIELA						33
17-00195	1	Fall Softball Umpire Fee	1,800.00	001-3612-572-3400	Expenditure		142	1
				OTHER CONTRACTUAL SERVICES				
17-00195	2	Score Keepers	450.00	001-3612-572-3400	Expenditure		143	1
				OTHER CONTRACTUAL SERVICES				
17-00195	3	Administrative booking Fee	50.00	001-3612-572-3400	Expenditure		144	1
				OTHER CONTRACTUAL SERVICES				
			<u>2,300.00</u>					
175510	10/21/16	SEMIN040 SEMINOLE OFFICE SOLUTIONS, INC						33
00127694	7	RENTAL AND LEASES	424.74	001-1120-513-4400	Expenditure		19	1
				RENTAL AND LEASES				
00127752	7	OPERATING SUPPLIES	770.35	001-2230-521-5200	Expenditure		20	1
				OPERATING SUPPLIES				
00127827	6	OPERATING SUPPLIES	124.04	001-5110-519-5200	Expenditure		21	1
				OPERATING SUPPLIES				
00127883	4	RENTAL AND LEASES	171.53	001-1010-512-4400	Expenditure		22	1
				RENTAL AND LEASES				
00127884	3	RENTALS AND LEASES	197.92	001-1020-512-4400	Expenditure		23	1
				RENTALS AND LEASES				
			<u>1,688.58</u>					
175511	10/21/16	SHEPH005 SHEPHERD & WOLFE, LLC						33
17-00233	1	Event Consulting Annual events	2,500.00	001-1025-513-3100	Expenditure		155	1
				PROFESSIONAL SERVICES				

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101-0000		General Operating Account	Continued						
175512	10/21/16	SPRIN010 SPRINT							33
00127573	4	COMMUNICATIONS SERVICES	784.14	001-5110-519-4100	Expenditure		3	1	
				COMMUNICATIONS SERVICES					
175513	10/21/16	SSDIN005 SSD INTERNATIONAL INC							33
17-00271	1	45ACP frangible ammunition	940.00	001-2220-521-5200	Expenditure		174	1	
				OPERATING SUPPLIES					
175514	10/21/16	STERI005 STERICYCLE INC.							33
17-00318	1	Bio hazard waste disposal	3,121.73	001-2130-526-5200	Expenditure		202	1	
				OPERATING SUPPLIES					
175515	10/21/16	TANKS005 SHELLEY'S SEPTIC TANKS							33
17-00029	2	100 loads of Sludge Hauling	950.00	401-3121-535-4900	Expenditure		75	1	
				OTHER CURRENT CHARGES					
17-00029	3	100 loads of Sludge Hauling	950.00	401-3121-535-4900	Expenditure		76	1	
				OTHER CURRENT CHARGES					
17-00029	4	100 loads of Sludge Hauling	950.00	401-3121-535-4900	Expenditure		77	1	
				OTHER CURRENT CHARGES					
17-00029	5	100 loads of Sludge Hauling	950.00	401-3121-535-4900	Expenditure		78	1	
				OTHER CURRENT CHARGES					
17-00029	6	100 loads of Sludge Hauling	950.00	401-3121-535-4900	Expenditure		79	1	
				OTHER CURRENT CHARGES					
17-00029	7	100 loads of Sludge Hauling	950.00	401-3121-535-4900	Expenditure		80	1	
				OTHER CURRENT CHARGES					
17-00029	8	100 loads of Sludge Hauling	950.00	401-3121-535-4900	Expenditure		81	1	
				OTHER CURRENT CHARGES					
			<u>6,650.00</u>						
175516	10/21/16	TAYLO005 TAYLORS PHARMACY							33
17-00158	2	EMS Medications & Supplies	630.00	001-2130-526-5200	Expenditure		117	1	
				OPERATING SUPPLIES					
175517	10/21/16	TBLSE005 TBL SECURITIES LLC							33
17-00343	1	10/25/16 ORLANDO SOCCER DETAIL	1,517.00	001-218-1850	G/L		210	1	
				DUE TO TBL SECURITIES LLC - SEC OFF DUTY					
175518	10/21/16	TEAME005 TEAM EQUIPMENT, INC.							33
17-00308	1	Quick Release Output Nipple	14.75	001-2120-522-5200	Expenditure		198	1	
				OPERATING SUPPLIES					
175519	10/21/16	TEAMS005 TEAMSIDELINE.COM							33
17-00194	1	1 yr subscription TeamSideline	599.00	001-3612-572-5200	Expenditure		141	1	
				OPERATING SUPPLIES					
175520	10/21/16	TEAMW005 CHALLENGER TEAMWEAR							33
16-00338	1	Soccer Uniforms Fall 2016	43.00	001-3612-572-5200	Expenditure		42	1	
				OPERATING SUPPLIES					
16-00338	2	Soccer Uniforms Fall 2016	11,937.90	001-3612-572-5200	Expenditure		43	1	
				OPERATING SUPPLIES					
16-00338	3	Soccer Uniforms Fall 2016	25.15	001-3612-572-5200	Expenditure		44	1	
				OPERATING SUPPLIES					

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101-0000		General Operating Account		Continued					
175520		CHALLENGER TEAMWEAR		Continued					
16-00338	4	Soccer Uniforms Fall 2016	25.15	001-3612-572-5200 OPERATING SUPPLIES	Expenditure		45		1
16-00338	5	Soccer Uniforms Fall 2016	58.65	001-3612-572-5200 OPERATING SUPPLIES	Expenditure		46		1
			<u>12,089.85</u>						
175521	10/21/16	TRAIL005 TRAIL SAW & MOWER SERVICE, INC							33
17-00192	1	Weedeater Sppols	150.00	001-3514-572-5200 OPERATING SUPPLIES	Expenditure		139		1
17-00192	2	Boxes of Edger blades	148.35	001-3514-572-5200 OPERATING SUPPLIES	Expenditure		140		1
			<u>298.35</u>						
175522	10/21/16	UNITE005 UNITED PARCEL SERVICE							33
00129911	1	FREIGHT & POSTAGE SERVICES	25.64	001-5110-519-4200 FREIGHT & POSTAGE SERVICES	Expenditure		26		1
175523	10/21/16	USDEP010 US DEPARTMENT OF EDUCATION							33
17-00336	1	SHAKENYA HARRIS	147.12	001-218-1760 DUE TO FL DEPT OF EDUCATION	G/L		206		1
175524	10/21/16	USSSA005 CF USSSA							33
00130209	2	OTHER CONTRACTUAL SERVICES	1,070.00	001-3612-572-3400 OTHER CONTRACTUAL SERVICES	Expenditure		31		1
175525	10/21/16	VISIO005 VISION SERVICE PLAN - (IC)							33
17-00338	1	OCTOBER 2016 VISION PAYMENTS	2,534.61	001-218-1603 DUE TO FLA VISION SERVICE PLAN	G/L		208		1
175526	10/21/16	WASTE005 WASTEQUIP, LLC							33
16-00016	1	6 yard container	3,588.00	402-3210-534-5200 OPERATING SUPPLIES	Expenditure		34		1
16-00016	2	2 yard container	1,380.00	402-3210-534-5200 OPERATING SUPPLIES	Expenditure		35		1
16-00016	3	4 yard container	4,600.00	402-3210-534-5200 OPERATING SUPPLIES	Expenditure		36		1
16-00016	4	lock bars installed	740.00	402-3210-534-5200 OPERATING SUPPLIES	Expenditure		37		1
16-00016	5	frieght	150.00	402-3210-534-5200 OPERATING SUPPLIES	Expenditure		38		1
			<u>10,458.00</u>						
175527	10/21/16	WILLI005 SHERWIN WILLIAMS							33
17-00199	1	Graco paint machine	147.72	001-3514-572-5200 OPERATING SUPPLIES	Expenditure		145		1
175528	10/21/16	WILLI010 WILLIAMS, ALONZO							33
17-00333	1	COUNCIL RETIRE NOVEMB 2016	237.50	001-1010-512-1200 REGULAR SALARIES AND WAGES	Expenditure		203		1

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101-0000		General Operating Account		Continued				
175529	10/21/16	ZONES005 ZONES, INC						33
17-00077	1	Samsung S22E450D	1,332.00	001-5110-519-5200 OPERATING SUPPLIES	Expenditure		93	1
175530	10/24/16	AIRLI005 AIR LIQUIDE HEALTHCARE AMERICA				10/24/16 VOID		0
175531	10/24/16	AIRLI005 AIR LIQUIDE HEALTHCARE AMERICA						34
00127348	12	RENTAL AND LEASES	129.46	001-2130-526-4400 RENTAL AND LEASES	Expenditure		7	1
00127348	13	RENTAL AND LEASES	129.46	001-2130-526-4400 RENTAL AND LEASES	Expenditure		8	1
00127348	14	RENTAL AND LEASES	261.54	001-2130-526-4400 RENTAL AND LEASES	Expenditure		9	1
00127348	16	RENTAL AND LEASES	129.46	001-2130-526-4400 RENTAL AND LEASES	Expenditure		10	1
00127348	17	RENTAL AND LEASES	199.83	001-2130-526-4400 RENTAL AND LEASES	Expenditure		11	1
00127348	18	RENTAL AND LEASES	199.83	001-2130-526-4400 RENTAL AND LEASES	Expenditure		12	1
00127348	19	RENTAL AND LEASES	129.46	001-2130-526-4400 RENTAL AND LEASES	Expenditure		13	1
00127348	20	RENTAL AND LEASES	164.64	001-2130-526-4400 RENTAL AND LEASES	Expenditure		14	1
00127348	21	RENTAL AND LEASES	162.13	001-2130-526-4400 RENTAL AND LEASES	Expenditure		15	1
00127348	22	RENTAL AND LEASES	162.31	001-2130-526-4400 RENTAL AND LEASES	Expenditure		16	1
00127348	23	RENTAL AND LEASES	162.31	001-2130-526-4400 RENTAL AND LEASES	Expenditure		17	1
00127348	24	RENTAL AND LEASES	166.92	001-2130-526-4400 RENTAL AND LEASES	Expenditure		18	1
00127348	25	RENTAL AND LEASES	174.25	001-2130-526-4400 RENTAL AND LEASES	Expenditure		19	1
00127348	26	RENTAL AND LEASES	255.77	001-2130-526-4400 RENTAL AND LEASES	Expenditure		20	1
00127348	27	RENTAL AND LEASES	237.67	001-2130-526-4400 RENTAL AND LEASES	Expenditure		21	1
00127348	28	RENTAL AND LEASES	129.46	001-2130-526-4400 RENTAL AND LEASES	Expenditure		22	1
00127348	29	RENTAL AND LEASES	129.46	001-2130-526-4400 RENTAL AND LEASES	Expenditure		23	1
			<u>2,923.96</u>					
175532	10/24/16	ALLEN005 ALLEN'S REFRIGERATION & AIR CO						34
16-00739	1	GILLIAM TRAINING CENTER	100.00	001-1022-519-4600 REPAIR & MAINT.-BLDG & EQUIP	Expenditure		97	1
16-00739	2	NW TICKET OFFICE	635.00	001-1022-519-4600 REPAIR & MAINT.-BLDG & EQUIP	Expenditure		98	1
16-00739	3	APD LOBBY	2,700.00	001-1022-519-4600 REPAIR & MAINT.-BLDG & EQUIP	Expenditure		99	1
			<u>3,435.00</u>					

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101-0000		General Operating Account	Continued					
175533	10/24/16	APOPK020 APOPKA CHIEF, THE						34
16-00742	1	ADVERTISEMENTS	189.00	001-4020-515-4902 LEGAL ADVERTISING	Expenditure		102	1
16-00742	2	ADVERTISEMENTS	189.00	001-4020-515-4902 LEGAL ADVERTISING	Expenditure		103	1
16-00742	3	ADVERTISEMENTS	101.25	001-4020-515-4902 LEGAL ADVERTISING	Expenditure		104	1
			<u>479.25</u>					
175534	10/24/16	APOPK085 APOPKA PLAQUE AND TROPHY						34
16-00185	1	Shirts for M. Roberson (4020)	101.94	001-4020-515-5200 OPERATING SUPPLIES	Expenditure		52	1
16-00185	2	Polos for Bldg Field Personnel	417.78	001-4021-524-5200 OPERATING SUPPLIES	Expenditure		53	1
16-00185	3	Polos for M. Roberson (4020)	113.94	001-4020-515-5100 OFFICE SUPPLIES	Expenditure		54	1
16-00185	4	Shirts to R. Marsh (4021)	104.94	001-4021-524-5100 OFFICE SUPPLIES	Expenditure		55	1
16-00185	5	Polos for Bldg Field Personnel	379.80	001-4021-524-5100 OFFICE SUPPLIES	Expenditure		56	1
16-00738	1	COASTERS CONFERENCE ROOM	100.00	001-1010-512-5200 OPERATING SUPPLIES	Expenditure		96	1
			<u>1,218.40</u>					
175535	10/24/16	BANKS010 BANKSON, DOUGLAS M.						34
16-00746	2	REIMBURSEMENT FLC 2016 CONF	453.48	001-1010-512-4000 TRAVEL & PER DIEM	Expenditure		111	1
175536	10/24/16	BOAF0005 BOAF						36
17-00300	1	BOAF Membership - J. Hanson	50.00	001-4021-524-5400 BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	Expenditure		1	1
17-00351	1	BOAFmbrshp-EMueller/Swilliams	100.00	001-4021-524-5400 BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	Expenditure		2	1
			<u>150.00</u>					
175537	10/24/16	BOUND005 BOUND TREE MEDICAL, LLC.						34
17-00157	7	EMS Medications & Supplies	141.12	001-2130-526-5200 OPERATING SUPPLIES	Expenditure		124	1
175538	10/24/16	CITYC005 CITY CLERK PETTY CASH FUND						34
16-00706	2	PETTY CASH SEPTEMBER 2016	58.00	001-1030-512-4900 OTHER CURRENT CHARGES	Expenditure		77	1
16-00706	2	PETTY CASH SEPTEMBER 2016	32.00	001-1120-513-4000 TRAVEL & PER DIEM	Expenditure		77	2
16-00706	2	PETTY CASH SEPTEMBER 2016	4.25	001-1030-512-4000 TRAVEL & PER DIEM	Expenditure		77	3
16-00706	2	PETTY CASH SEPTEMBER 2016	18.50	001-5110-519-5200 OPERATING SUPPLIES	Expenditure		77	4
			<u>112.75</u>					

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PO #	Item	Description						Acct
101-0000		General Operating Account		Continued				
175539	10/24/16	COLLI030 COLLIER, JENNIFER						34
16-00736	1	GOSPEL FEST DESIGN	880.00	001-1025-513-3100	Expenditure		142	1
				PROFESSIONAL SERVICES				
175540	10/24/16	COMMU005 COMMUNITY DEV PETTY CASH FUND						34
16-00737	1	PETTY CASH REIMBURSEMENT 10/16	35.57	001-4021-524-5200	Expenditure		95	1
				OPERATING SUPPLIES				
175541	10/24/16	COMMU010 WALMART COMMUNITY/RFCSELLC						34
00128034	4	OPERATING SUPPLIES	11.88	001-2220-521-5200	Expenditure		28	1
				OPERATING SUPPLIES				
175542	10/24/16	CONSO015 CONSOLIDATED PIPE & SUPPLY COM						34
00129654	1	IMPROVE OTHER THAN BLD.	151,086.92	403-3115-535-6300	Expenditure		30	1
				IMPROVE OTHER THAN BLD.				
00129654	2	IMPROVEMENTS OTHER THAN BUILDI	71,559.39	403-3115-535-6300	Expenditure		31	1
				IMPROVE OTHER THAN BLD.				
			<u>222,646.31</u>					
175543	10/24/16	DUKEE005 DUKE ENERGY						34
17-00419	1	OCTOBER 2016 ELECTRIC	8,838.78	001-1022-519-4300	Expenditure		139	1
				UTILITY SERVICES				
17-00419	1	OCTOBER 2016 ELECTRIC	2,923.29	001-2110-522-4300	Expenditure		139	2
				UTILITY SERVICES				
17-00419	1	OCTOBER 2016 ELECTRIC	4,388.16	001-2210-521-4300	Expenditure		139	3
				UTILITY SERVICES				
17-00419	1	OCTOBER 2016 ELECTRIC	1,211.15	001-2250-519-4300	Expenditure		139	4
				UTILITY SERVICES				
17-00419	1	OCTOBER 2016 ELECTRIC	20,706.93	401-3111-533-4300	Expenditure		139	5
				UTILITY SERVICES				
17-00419	1	OCTOBER 2016 ELECTRIC	32,394.02	401-3121-535-4300	Expenditure		139	6
				UTILITY SERVICES				
17-00419	1	OCTOBER 2016 ELECTRIC	840.37	401-3010-539-4300	Expenditure		139	7
				UTILITY SERVICES				
17-00419	1	OCTOBER 2016 ELECTRIC	159,687.02	101-3412-541-4300	Expenditure		139	8
				UTILITY SERVICES				
17-00419	1	OCTOBER 2016 ELECTRIC	4,112.90	001-3513-572-4300	Expenditure		139	9
				UTILITY SERVICES				
17-00419	1	OCTOBER 2016 ELECTRIC	121.50	001-3514-572-4300	Expenditure		139	10
				UTILITY SERVICES				
17-00419	1	OCTOBER 2016 ELECTRIC	12,047.94	001-3612-572-4300	Expenditure		139	11
				UTILITY SERVICES				
			<u>247,272.06</u>					
175544	10/24/16	DYNAF005 DYNAFIRE, INC						34
16-00049	2	City Hall Lobby Security	6,000.00	001-1020-512-3400	Expenditure		49	1
				OTHER CONTRACTUAL SERVICES				
175545	10/24/16	EATAP005 EA TAPPING SERVICES, LLC						34
17-00241	1	6x6 Forcemain wet tap Qorvo IN	300.00	401-3171-535-6300	Expenditure		127	1
				IMPROVEMENTS OTHER THAN BLDGS.				



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101-0000		General Operating Account	Continued					
175546	10/24/16	FASTS005 FAST SIGNS						34
	16-00735	1 GOLF TOURNAMENT SIGNS	305.00	001-2110-522-8200 DONATIONS	Expenditure		94	1
175547	10/24/16	FEDEX010 FEDEX OFFICE						34
	00127535	11 FREIGHT & POSTAGE SERVICES	12,061.84	401-3161-533-4200 FREIGHT & POSTAGE SERVICES	Expenditure		24	1
	00127535	12 PRINTING SERVICES	49.59	401-3161-533-4700 PRINTING SERVICES	Expenditure		25	1
	00127535	13 FREIGHT & POSTAGE SERVICES	286.96	401-3161-533-4200 FREIGHT & POSTAGE SERVICES	Expenditure		26	1
	00127535	15 FREIGHT & POSTAGE SERVICES	9,746.06	401-3161-533-4200 FREIGHT & POSTAGE SERVICES	Expenditure		140	1
			<u>22,144.45</u>					
175548	10/24/16	FERNA005 FERNANDEZ, RANDALL						34
	17-00266	1 GSA Breakfast	60.00	001-2230-521-4000 TRAVEL & PER DIEM	Expenditure		128	1
	17-00266	2 GSA Lunch	64.00	001-2230-521-4000 TRAVEL & PER DIEM	Expenditure		129	1
	17-00266	3 GSA Dinner	112.00	001-2230-521-4000 TRAVEL & PER DIEM	Expenditure		130	1
			<u>236.00</u>					
175549	10/24/16	FERRA005 FERRAN SERVICES & CONTRACTING,						34
	16-00740	1 REPAIR BLDG MAINTN	93.00	001-1022-519-4600 REPAIR & MAINT.-BLDG & EQUIP	Expenditure		100	1
175550	10/24/16	FIRE005 FIRE DEPARTMENT PETTY CASH FUN						34
	16-00705	2 PETTY CASH SEPTEMBER 2016	61.39	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		76	1
175551	10/24/16	FIRES010 FIRE SMART PROMOTIONS						34
	17-00155	1 Promotional Supplies	1,880.00	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		122	1
	17-00155	2 Promotional Supplies	1,224.00	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		123	1
			<u>3,104.00</u>					
175552	10/24/16	FISHE015 FISHER & PHILLIPS LLP						34
	16-00743	1 GENERAL LABOR AND EMPLOYMENT	385.00	001-1015-512-3160 LEGAL SERVICES - LABOR ATTORNEY	Expenditure		105	1
	16-00743	2 GENERAL LABOR AND EMPLOYMENT	1,182.50	001-1015-512-3160 LEGAL SERVICES - LABOR ATTORNEY	Expenditure		106	1
			<u>1,567.50</u>					
175553	10/24/16	FSTEP005 WALTER F.STEPHENS,JR.,INC.						34
	16-00744	2 BADGES	47.90	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		141	1

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101-0000		General Operating Account							
175553		WALTER F.STEPHENS,JR.,INC. Continued							
17-00316		1 Badges purchased and repairs	1,199.45	001-2120-522-5200	Expenditure		136		1
			<u>1,247.35</u>	OPERATING SUPPLIES					
175554	10/24/16	GRAYB005 GRAYBAR							34
16-00017		1 1500 Watt U BT5 6 MOG Bulbs	1,252.56	001-3612-572-4600	Expenditure		41		1
				REPAIRS & MAINT. - BLDG.& EQUIPMENT					
16-00017		2 1500W MH 480/LP/MG Ballasts	2,086.65	001-3612-572-4600	Expenditure		42		1
			<u>3,339.21</u>	REPAIRS & MAINT. - BLDG.& EQUIPMENT					
175555	10/24/16	HOMED010 HOME DEPOT CREDIT SERVICES							34
00130004		1 TRAINING MATERIALS	780.73	001-2120-522-5500	Expenditure		34		1
				TRAINING					
175556	10/24/16	LABOR005 LABOR READY SOUTHEAST, INC.							34
16-00745		2 FLAG PEOPLE PONKAN ROAD	946.56	401-3171-535-6300	Expenditure		108		1
				IMPROVEMENTS OTHER THAN BLDGS.					
16-00745		3 FLAG PEOPLE PONKAN ROAD	1,183.20	401-3171-535-6300	Expenditure		109		1
				IMPROVEMENTS OTHER THAN BLDGS.					
16-00745		4 FLAG PEOPLE PONKAN ROAD	1,893.12	401-3171-535-6300	Expenditure		110		1
				IMPROVEMENTS OTHER THAN BLDGS.					
17-00287		1 Flag people for Ponkan Rd. RWM	591.60	401-3171-535-6300	Expenditure		134		1
			<u>4,614.48</u>	IMPROVEMENTS OTHER THAN BLDGS.					
175557	10/24/16	LAKET010 LAKE TIRE & AUTO							34
17-00060		1 STOCK TIRES CITY VEHICLES	437.11	001-141-1400	G/L		115		1
				INVENTORY - CITY GARAGE					
17-00060		2 STOCK TIRES CITY VEHICLES	176.72	001-141-1400	G/L		116		1
				INVENTORY - CITY GARAGE					
17-00060		3 STOCK TIRES CITY VEHICLES	919.25	001-141-1400	G/L		117		1
				INVENTORY - CITY GARAGE					
17-00060		4 STOCK TIRES CITY VEHICLES	896.57	001-141-1400	G/L		118		1
			<u>2,429.65</u>	INVENTORY - CITY GARAGE					
175558	10/24/16	LEVEL005 LEVEL3 FINANCING, INC.							34
17-00069		1 Primary Internet Circuit	2,439.30	001-5110-519-4100	Expenditure		119		1
				COMMUNICATIONS SERVICES					
175559	10/24/16	LEWIS005 LEWIS COBB							34
17-00119		1 Museum Termite Ext. Warr.	298.00	001-1022-519-4600	Expenditure		120		1
				REPAIR & MAINT.-BLDG & EQUIP					
175560	10/24/16	LOWES005 LOWE'S							34
00129910		6 OPERATING SUPPLIES	98.57	001-3513-572-5200	Expenditure		33		1
				OPERATING SUPPLIES					
00130037		1 OPERATING SUPPLIES	349.72	101-3412-541-5200	Expenditure		35		1
				OPERATING SUPPLIES					

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101-0000		General Operating Account		Continued				
175560		LOWE'S		Continued				
00130037	2	OPERATING SUPPLIES	113.89	101-3412-541-5200 OPERATING SUPPLIES	Expenditure		146	1
00130106	2	OPERATING SUPPLIES	29.18	401-3181-536-5200 OPERATING SUPPLIES	Expenditure		36	1
00130141	1	OPERATING SUPPLIES	465.93	401-3181-536-5200 OPERATING SUPPLIES	Expenditure		37	1
16-00205	1	PORTLAND CEMENT	586.60	101-3412-541-5300 ROAD MATERIALS & SUPPLIES	Expenditure		57	1
16-00205	2	COLD PATCH	836.64	101-3412-541-5300 ROAD MATERIALS & SUPPLIES	Expenditure		58	1
16-00205	3	COLD PATCH	41.90	101-3412-541-5300 ROAD MATERIALS & SUPPLIES	Expenditure		59	1
16-00466	1	1/2" in AIR IMPACT WRENCH	159.96	001-3513-572-5200 OPERATING SUPPLIES	Expenditure		143	1
16-00466	2	PLANTS FOR CITY HALL	51.92	001-3513-572-5200 OPERATING SUPPLIES	Expenditure		144	1
16-00466	3	PLANTS FOR CITY HALL	2.60	001-3513-572-5200 OPERATING SUPPLIES	Expenditure		145	1
			<u>2,653.11</u>					
175561	10/24/16	LUNZP005 Lunz Prebor Fowler						34
16-00248	3	Design of Station 5	500.00	001-2120-522-6200 BUILDINGS	Expenditure		60	1
175562	10/24/16	MAUDL005 MAUDLIN INTERNATIONAL						34
17-00285	1	HEADLIGHT ASSEMBLY #201019	340.20	402-3210-534-4650 VEHICLE MAINTENANCE	Expenditure		133	1
175563	10/24/16	MERCE005 MERCER PEST CONTROL, INC.						34
16-00741	1	PEST CONTROL	1,421.00	001-1022-519-4600 REPAIR & MAINT.-BLDG & EQUIP	Expenditure		101	1
175564	10/24/16	MERRI005 MERRILL, AMANDA						34
17-00270	1	PER DIEM - LUNCH	26.00	001-2210-521-4000 TRAVEL & PER DIEM	Expenditure		131	1
17-00270	2	PER DIEM - DINNER	48.00	001-2210-521-4000 TRAVEL & PER DIEM	Expenditure		132	1
			<u>74.00</u>					
175565	10/24/16	OFFIC005 OFFICE DEPOT						34
00130257	7	OFFICE SUPPLIES	65.98	402-3210-534-5100 OFFICE SUPPLIES	Expenditure		38	1
00130257	8	OFFICE SUPPLIES	67.99	402-3210-534-5100 OFFICE SUPPLIES	Expenditure		39	1
00130257	9	OFFICE SUPPLIES	98.11	402-3210-534-5100 OFFICE SUPPLIES	Expenditure		40	1
17-00021	2		163.50	001-5110-519-5100 OFFICE SUPPLIES	Expenditure		113	1
			<u>395.58</u>					
175566	10/24/16	OFFIC020 OFFICE DEPOT, INC.						

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101-0000		General Operating Account	Continued					
175567	10/24/16	OFFIC020 OFFICE DEPOT, INC.						34
16-00734	1	OFFICE SUPPLIES	29.97	001-1020-512-5100 OFFICE SUPPLIES	Expenditure		79	1
16-00734	2	OFFICE SUPPLIES	23.88	001-1020-512-5100 OFFICE SUPPLIES	Expenditure		80	1
16-00734	3	OFFICE SUPPLIES	94.29	001-1020-512-5100 OFFICE SUPPLIES	Expenditure		81	1
16-00734	4	OFFICE SUPPLIES	22.96	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		82	1
16-00734	5	OFFICE SUPPLIES	26.99	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		83	1
16-00734	6	OFFICE SUPPLIES	3.88	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		84	1
16-00734	7	OFFICE SUPPLIES	3.29	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		85	1
16-00734	8	OFFICE SUPPLIES	7.14	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		86	1
16-00734	9	OFFICE SUPPLIES	123.70	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		87	1
16-00734	10	OFFICE SUPPLIES	52.56	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		88	1
16-00734	11	OFFICE SUPPLIES	13.46	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		89	1
16-00734	12	OFFICE SUPPLIES	12.85	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		90	1
16-00734	13	OFFICE SUPPLIES	17.64	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		91	1
16-00734	14	OFFICE SUPPLIES	26.25	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		92	1
16-00734	15	OFFICE SUPPLIES	4.52	001-1120-513-5100 OFFICE SUPPLIES	Expenditure		93	1
			<u>463.38</u>					
175568	10/24/16	ORANG015 ORANGE COUNTY COMPTROLLER						34
00126952	12	PROFESSIONAL SERVICES	27.00	001-2210-521-3100 PROFESSIONAL SERVICES	Expenditure		1	1
175569	10/24/16	ORLAN020 METROPLAN ORLANDO						34
17-00133	1	Metroplan FY16-17 Funding	11,643.00	001-1010-512-5400 BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	Expenditure		121	1
175570	10/24/16	OTTOE005 OTTO ENVIRONMENTAL SYSTEMS (NC						34
16-00542	1	200 95 gallon garbage carts	10,370.00	402-3210-534-5200 OPERATING SUPPLIES	Expenditure		73	1
175571	10/24/16	PUBLI010 PUBLIC SERVICES PETTY CASH						34
17-00407	1	PETTY CASH OCTOBER 2016	47.72	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		138	1
17-00407	1	PETTY CASH OCTOBER 2016	28.14	001-1022-519-5200 OPERATING SUPPLIES	Expenditure		138	2
17-00407	1	PETTY CASH OCTOBER 2016	4.99	402-3210-534-5200 OPERATING SUPPLIES	Expenditure		138	3

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101-0000		General Operating Account							
		Continued							
175571		PUBLIC SERVICES PETTY CASH							
		Continued							
17-00407	1	PETTY CASH OCTOBER 2016	5.85	401-3121-535-5200	Expenditure		138		4
				OPERATING SUPPLIES					
17-00407	1	PETTY CASH OCTOBER 2016	87.48	401-3111-533-4000	Expenditure		138		5
				TRAVEL & PER DIEM					
			<u>174.18</u>						
175572	10/24/16	PUBLI015 PUBLIC RESOURCES MNGMNT GROUP,							34
		00128495 1 PROFESSIONAL SERVICES	1,711.50	001-2110-522-3100	Expenditure		29		1
				PROFESSIONAL SERVICES					
		00129731 1 PROFESSIONAL SERVICES	1,586.60	001-2110-522-3100	Expenditure		32		1
				PROFESSIONAL SERVICES					
			<u>3,298.10</u>						
175573	10/24/16	QUADM005 QUADMED, INC.							34
		17-00159 2 EMS Medications & Supplies	2,302.77	001-2130-526-5200	Expenditure		125		1
				OPERATING SUPPLIES					
175574	10/24/16	RICOH005 RICOH USA, INC.							34
		16-00733 1 LEASE IN RICOH COPIER	824.10	001-2110-522-4400	Expenditure		78		1
				RENTAL AND LEASES					
175575	10/24/16	RICOH010 RICOH USA, INC.							34
		16-00644 1 Copier charges 4020/4021	129.85	001-4020-515-5100	Expenditure		74		1
				OFFICE SUPPLIES					
		16-00644 2 Copier charges 4020/4021	129.86	001-4021-524-5100	Expenditure		75		1
				OFFICE SUPPLIES					
		16-00747 1 LEASE COPIER	136.06	001-2110-522-4400	Expenditure		112		1
				RENTAL AND LEASES					
			<u>395.77</u>						
175576	10/24/16	RILEY005 RILEY & COMPANY, INC.							34
		16-00066 1 Lift Station level floats	1,433.00	401-3171-535-5200	Expenditure		50		1
				OPERATING SUPPLIES					
		16-00481 1 T.S. 67 Alternators	490.00	401-3171-535-4600	Expenditure		72		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
			<u>1,923.00</u>						
175577	10/24/16	SHEPA005 SHEPARD, SMITH & CASSADY, P.A.							34
		00127206 8 LEGAL SERVICE - CITY ATTOREY	8,410.00	001-1015-513-3150	Expenditure		2		1
				LEGAL SERVICE - CITY ATTORNEY					
		00127206 9 LEGAL SERVICE - CITY ATTOREY	1,089.96	001-1015-513-3150	Expenditure		3		1
				LEGAL SERVICE - CITY ATTORNEY					
		00127206 10 LEGAL SERVICE - CITY ATTOREY	1,988.00	001-1015-513-3150	Expenditure		4		1
				LEGAL SERVICE - CITY ATTORNEY					
		00127206 11 LEGAL SERVICE - CITY ATTOREY	5,468.00	001-1015-513-3150	Expenditure		5		1
				LEGAL SERVICE - CITY ATTORNEY					
		00127206 12 LEGAL SERVICE - CITY ATTOREY	2,384.50	001-1015-513-3150	Expenditure		6		1
				LEGAL SERVICE - CITY ATTORNEY					
		16-00313 7 CD Escrow Accounts	1,347.50	001-220-1440	G/L		61		1
				PERFORMANCE BOND CENTEX					

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101-0000		General Operating Account						
		Continued						
175577		SHEPARD, SMITH & CASSADY, P.A.						
		Continued						
16-00313	10	CD Escrow Accounts	682.50	001-220-1440	G/L		62	1
				PERFORMANCE BOND CENTEX				
16-00313	11	CD Escrow Accounts	665.00	001-220-1440	G/L		63	1
				PERFORMANCE BOND CENTEX				
16-00313	12	CD Escrow Accounts	490.00	001-220-1440	G/L		64	1
				PERFORMANCE BOND CENTEX				
16-00313	13	CD Escrow Accounts	1,680.00	001-220-1440	G/L		65	1
				PERFORMANCE BOND CENTEX				
16-00313	14	CD Escrow Accounts	140.00	001-220-1440	G/L		66	1
				PERFORMANCE BOND CENTEX				
			<u>24,345.46</u>					
175578	10/24/16	SMITH045 SMITH SYSTEM DRIVER						34
16-00019	1	Training Media and equipment	509.26	402-3210-534-5500	Expenditure		43	1
				TRAINING				
16-00019	2	Training Media and equipment	186.00	402-3210-534-5500	Expenditure		44	1
				TRAINING				
16-00019	3	Training Media and equipment	11.00	402-3210-534-5500	Expenditure		45	1
				TRAINING				
16-00019	4	Training Media and equipment	59.95	402-3210-534-5500	Expenditure		46	1
				TRAINING				
16-00019	5	Training Media and equipment	59.80	402-3210-534-5500	Expenditure		47	1
				TRAINING				
16-00019	6	Training Media and equipment	16.95	402-3210-534-5500	Expenditure		48	1
				TRAINING				
			<u>842.96</u>					
175579	10/24/16	TANKS005 SHELLEY'S SEPTIC TANKS						34
17-00029	9	100 loads of Sludge Hauling	950.00	401-3121-535-4900	Expenditure		114	1
				OTHER CURRENT CHARGES				
175580	10/24/16	UNITE005 UNITED PARCEL SERVICE						34
16-00163	2	Shipping Costs for Parts	14.10	101-3412-541-5200	Expenditure		51	1
				OPERATING SUPPLIES				
175581	10/24/16	UNITE050 UNITED STATES CONF OF MAYORS						34
17-00204	1	USCM Annual Membership Dues	3,489.00	001-1010-512-5400	Expenditure		126	1
				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM				
175582	10/27/16	ADVANO15 STAPLES ADVANTAGE						35
00126775	4	OFFICE SUPPLIES	19.16	401-3161-533-5100	Expenditure		1	1
				OFFICE SUPPLIES				
00126775	7	OFFICE SUPPLIES	34.58	401-3161-533-5100	Expenditure		2	1
				OFFICE SUPPLIES				
17-00346	1	3161 office Supplies	37.79	401-3161-533-5100	Expenditure		202	1
				OFFICE SUPPLIES				
17-00346	2	3161 Operating Supplies	122.51	401-3161-533-5200	Expenditure		203	1
				OPERATING SUPPLIES				
			<u>214.04</u>					

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101-0000		General Operating Account		Continued				
175583	10/27/16	AGEND005 AGENDAPAL CORPORATION						35
	17-00022	2 AgendaPal Hosting	549.00	001-5110-519-3400 OTHER CONTRACTUAL SERVICES	Expenditure		97	1
175584	10/27/16	AIRGA005 AIRGAS USA, LLC						35
	17-00111	1 WELDING MATERIAL FOR FLEET	58.16	001-3310-519-5200 OPERATING SUPPLIES	Expenditure		125	1
	17-00111	2 WELDING MATERIAL FOR FLEET	0.00	001-141-1400 INVENTORY - CITY GARAGE	G/L		126	1
	17-00111	2 WELDING MATERIAL FOR FLEET	36.32	401-3121-535-5200 OPERATING SUPPLIES	Expenditure		126	2
	17-00111	2 WELDING MATERIAL FOR FLEET	476.47	001-3310-519-5200 OPERATING SUPPLIES	Expenditure		126	3
			<u>570.95</u>					
175585	10/27/16	ALLIE005 ALLIED UNIVERSAL CORPORATION						35
	17-00124	2 Blanket for Sodium Hypochlorit	1,574.92	401-3121-535-5200 OPERATING SUPPLIES	Expenditure		262	1
	17-00321	1 Sodium Hypochlorite Bulk	187.84	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		191	1
	17-00321	2 Sodium Hypochlorite Bulk	1,271.44	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		192	1
	17-00321	3 Sodium Hypochlorite Bulk	196.06	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		193	1
	17-00321	4 Sodium Hypochlorite Bulk	1,003.77	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		194	1
	17-00321	5 Sodium Hypochlorite Bulk	230.69	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		195	1
	17-00321	6 Sodium Hypochlorite Bulk	1,103.56	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		196	1
	17-00321	7 Sodium Hypochlorite Bulk	391.53	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		197	1
	17-00321	8 Sodium Hypochlorite Bulk	1,118.24	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		198	1
	17-00321	9 Sodium Hypochlorite Bulk	310.52	401-3111-533-5200 OPERATING SUPPLIES	Expenditure		199	1
			<u>7,388.57</u>					
175586	10/27/16	AMERIO35 AMERICAN WIRE & TERMINAL						35
	17-00394	1 6440- 8" CABBLE TIES	141.60	401-141-1120 INVENTORY - PIPES, METERS, ETC.	G/L		227	1
	17-00394	2 6441- 15" CABLE TIES	351.00	401-141-1120 INVENTORY - PIPES, METERS, ETC.	G/L		228	1
			<u>492.60</u>					
175587	10/27/16	AMERIO80 AMERICAN SOLUTIONS FOR BUSINES						35
	17-00411	1 Shirts and embroidery	2,495.35	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		232	1
	17-00411	2 Shirts and embroidery	1,645.55	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		233	1
	17-00411	3 Shirts and embroidery	2,415.00	001-2120-522-5200 OPERATING SUPPLIES	Expenditure		234	1

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101-0000		General Operating Account		Continued				
175587		AMERICAN SOLUTIONS FOR BUSINES		Continued				
17-00411		4 Shirts and embroidery	2,436.00	001-2120-522-5200	Expenditure		235	1
				OPERATING SUPPLIES				
			<u>8,991.90</u>					
175588	10/27/16	APOPK015 APOPKA BOTTLE & R.V.GAS CENTER						35
17-00384		1 Propane for forklift	112.42	401-3010-539-5250	Expenditure		226	1
				FUEL AND GASOLINE				
175589	10/27/16	APOPK085 APOPKA PLAQUE AND TROPHY						35
17-00197		1 Coaches Shirts Soccer 2016	1,463.50	001-3612-572-5200	Expenditure		149	1
				OPERATING SUPPLIES				
17-00472		1 9/11 Memorial Plaque Recast	600.00	001-1010-512-5200	Expenditure		250	1
				OPERATING SUPPLIES				
			<u>2,063.50</u>					
175590	10/27/16	ARTHU005 ARTHUR J. GALLAGHER RISK MANAG						35
17-00161		1 FIDUCIARY LIABILITY COVERAGE	7,372.00	001-1170-513-4500	Expenditure		131	1
				LIABILITY & CASUALTY INSURANCE				
175591	10/27/16	AUTOM005 AUTOMATIONDIRECT.COM						35
17-00303		1 Wire Duct, 1.0x2.25, 24/Pk	370.00	401-3171-535-4600	Expenditure		184	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
17-00303		2 12VDC 5A Power Supply	74.50	401-3171-535-4600	Expenditure		185	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
17-00303		3 15A Cube Relay, SPDT, LED	19.00	401-3171-535-4600	Expenditure		186	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
17-00303		4 15A Cube Relay, SPDT, LED	9.50	401-3171-535-4600	Expenditure		187	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
17-00303		5 781 Series Relay Socket	24.00	401-3171-535-4600	Expenditure		188	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
			<u>497.00</u>					
175592	10/27/16	CAPIT005 CAPITAL OFFICE PRODUCTS						35
17-00372		1 Copy paper, 8-1/2x11-COP001CT	59.80	001-4020-515-5100	Expenditure		208	1
				OFFICE SUPPLIES				
17-00372		2 Copy paper, 8-1/2x11-COP001CT	59.80	001-4021-524-5100	Expenditure		209	1
				OFFICE SUPPLIES				
17-00372		3 Copy paper, 11x17-HAM105023	19.44	001-4020-515-5100	Expenditure		210	1
				OFFICE SUPPLIES				
17-00372		4 Self-stick notes, sm - UNV3566	1.19	001-4020-515-5100	Expenditure		211	1
				OFFICE SUPPLIES				
17-00372		5 Self-stick notes, sm - UNV3566	1.19	001-4021-524-5100	Expenditure		212	1
				OFFICE SUPPLIES				
17-00372		6 Writing pads, 5x8 - UNV46300	9.00	001-4020-515-5100	Expenditure		213	1
				OFFICE SUPPLIES				
17-00372		7 Steno Pads - RED36746	11.52	001-4020-515-5100	Expenditure		214	1
				OFFICE SUPPLIES				
17-00372		8 Steno Pads - RED36746	11.52	001-4021-524-5100	Expenditure		215	1
				OFFICE SUPPLIES				
17-00372		9 Rubber Fingertip Grps-LEE61070	7.10	001-4020-515-5100	Expenditure		216	1
				OFFICE SUPPLIES				



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101-0000		General Operating Account		Continued				
175592		CAPITAL OFFICE PRODUCTS		Continued				
17-00372	10	Clctr, Canon P23-DHV-CNMP23DHV	24.90	001-4020-515-5100	Expenditure		217	1
				OFFICE SUPPLIES				
17-00372	11	Clctr, Canon P23-DHV-CNMP23DHV	24.90	001-4021-524-5100	Expenditure		218	1
				OFFICE SUPPLIES				
17-00372	12	Foot Stool - FEL48121	18.81	001-4020-515-5100	Expenditure		219	1
				OFFICE SUPPLIES				
17-00372	13	Foot Stool - FEL48121	18.81	001-4021-524-5100	Expenditure		220	1
				OFFICE SUPPLIES				
17-00372	14	Stapler, Etc - SWI48200	42.79	001-4020-515-5100	Expenditure		221	1
				OFFICE SUPPLIES				
17-00399	1	Card stock, legal, Engineering	19.80	001-4020-515-5100	Expenditure		230	1
				OFFICE SUPPLIES				
17-00399	2	Xerox Phaser 8560 Maint. Kit	134.99	001-4020-515-5100	Expenditure		231	1
				OFFICE SUPPLIES				
			<u>465.56</u>					
175593	10/27/16	CAREH005 CARE HERE						35
00127383	37	LIFE AND HEALTH INSURANCE	156.25	001-1010-512-2300	Expenditure		3	1
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	234.38	001-1020-512-2300	Expenditure		3	2
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	234.38	001-1025-513-2300	Expenditure		3	3
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	156.25	001-1030-512-2300	Expenditure		3	4
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	312.51	001-1120-513-2300	Expenditure		3	5
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	312.51	001-1170-513-2300	Expenditure		3	6
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	546.89	001-5110-519-2300	Expenditure		3	7
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	625.02	001-2110-522-2300	Expenditure		3	8
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	2,109.43	001-2120-522-2300	Expenditure		3	10
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	3,750.10	001-2130-526-2300	Expenditure		3	11
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	156.25	001-2210-521-2300	Expenditure		3	12
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	5,468.89	001-2220-521-2300	Expenditure		3	13
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	3,125.08	001-2230-521-2300	Expenditure		3	14
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	1,406.29	001-2250-519-2300	Expenditure		3	15
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	703.14	001-4020-515-2300	Expenditure		3	16
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	546.89	001-4021-524-2300	Expenditure		3	17
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	703.14	401-3010-539-2300	Expenditure		3	18
				LIFE AND HEALTH INSURANCE				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
101-0000		General Operating Account		Continued				
175593	CARE HERE	Continued						
00127383	37	LIFE AND HEALTH INSURANCE	546.89	401-3111-533-2300	Expenditure		3	19
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	1,093.78	401-3121-535-2300	Expenditure		3	20
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	703.14	401-3131-536-2300	Expenditure		3	21
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	859.40	401-3141-533-2300	Expenditure		3	22
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	625.02	101-3412-541-2300	Expenditure		3	23
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	78.13	101-3414-541-2300	Expenditure		3	24
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	156.25	001-3512-539-2300	Expenditure		3	25
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	703.14	001-3513-572-2300	Expenditure		3	26
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	546.89	001-3514-572-2300	Expenditure		3	27
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	625.02	001-3612-572-2300	Expenditure		3	28
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	312.51	001-3613-572-2300	Expenditure		3	29
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	390.64	401-3161-533-2300	Expenditure		3	30
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	703.14	401-3171-535-2300	Expenditure		3	31
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	312.51	401-3181-536-2300	Expenditure		3	32
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	625.02	401-3410-539-2300	Expenditure		3	33
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	1,406.29	402-3210-534-2300	Expenditure		3	34
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	156.25	001-1022-519-2300	Expenditure		3	35
				LIFE AND HEALTH INSURANCE				
00127383	37	LIFE AND HEALTH INSURANCE	859.38	001-3310-519-2300	Expenditure		3	36
				LIFE AND HEALTH INSURANCE				
			31,250.80					
175594	10/27/16	CARNI005 CARNICELLA, VICKY						35
17-00415	1	Certificate Covers	32.97	001-2110-522-5100	Expenditure		236	1
				OFFICE SUPPLIES				
175595	10/27/16	CENTRO95 CENTRAL FLORIDA CONTROLS LLC						35
00129849	3	REPAIR & MAINT.-BLDG.& EQUIPME	340.00	401-3111-533-4600	Expenditure		17	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
00129849	4	REPAIR & MAINT.-BLDG.& EQUIPME	85.00	401-3121-535-4600	Expenditure		18	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
16-00453	1	Rosemount® 1151dp5S22M1E5	1,114.35	401-3111-533-6400	Expenditure		35	1
				EQUIPMENT AND MACHINERY				
16-00453	2	Estimated Freight/Shipping	27.43	401-3111-533-6400	Expenditure		26	1
				EQUIPMENT AND MACHINERY				

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PO #	Item	Description					Ref		
101-0000		General Operating Account							
		Continued							
175595	CENTRAL FLORIDA CONTROLS LLC	Continued							
16-00453	3	Installation of New Equipment	200.00	401-3111-533-6400	Expenditure		37		1
				EQUIPMENT AND MACHINERY					
			<u>1,766.78</u>						
175596	10/27/16	COMPU005 COMPUTHINK, INC.							35
17-00379	1		7,423.00	001-5110-519-4600	Expenditure		224		1
				REPAIR & MAINT.-BLDG & EQUIP					
17-00379	2	Software Support	1,250.00	001-5110-519-4600	Expenditure		225		1
				REPAIR & MAINT.-BLDG & EQUIP					
			<u>8,673.00</u>						
175597	10/27/16	CPIIN005 CPI INTERNATIONAL							35
17-00323	1	Bacteriological Test Supplies	240.00	401-3111-533-5200	Expenditure		200		1
				OPERATING SUPPLIES					
17-00323	2	Shipping	15.46	401-3111-533-5200	Expenditure		201		1
				OPERATING SUPPLIES					
			<u>255.46</u>						
175598	10/27/16	DEPAR005 DEPT OF ENVIRONMENTAL PROTECT							35
17-00375	1	DEP WM Permit w.Martin St.	650.00	401-3141-533-6300	Expenditure		222		1
				IMPROVEMENTS OTHER THAN BLDGS.					
175599	10/27/16	DEPTO005 DEPT. OF CORRECTIONS							35
00128084	1	OTHER CONTRACTUAL SERVICES	14,374.25	101-3414-541-3400	Expenditure		8		1
				OTHER CONTRACTUAL SERVICES					
175600	10/27/16	DEPTO020 DEPT OF MGMT SERVICES - STATE							35
17-00008	1		2,307.65	001-5110-519-4100	Expenditure		96		1
				COMMUNICATIONS SERVICES					
175601	10/27/16	DESER005 DESERT DIAMOND INDUSTRIES, LLC							35
17-00296	1	6254- 14" SAW BLADE	1,393.00	401-141-1120	G/L		181		1
				INVENTORY - PIPES, METERS, ETC.					
17-00296	2	16" SAW BLADE	927.00	401-141-1120	G/L		182		1
				INVENTORY - PIPES, METERS, ETC.					
			<u>2,320.00</u>						
175602	10/27/16	ECMC0005 ECMC							35
17-00475	1	MELISSA CABRERA w/E 10/22/16	120.51	001-218-1760	G/L		253		1
				DUE TO FL DEPT OF EDUCATION					
175603	10/27/16	ELECT010 ELECTRONICS DEPOT							35
17-00053	1	CAR ALARMS & WINDOW TINTING	50.00	001-2210-521-4650	Expenditure		104		1
				VEHICLE MAINTENANCE					
17-00053	2	CAR ALARMS & WINDOW TINTING	130.00	401-3171-535-4650	Expenditure		105		1
				VEHICLE MAINTENANCE					
			<u>180.00</u>						
175604	10/27/16	FAMIL005 FAMILY SUPPORT REGISTRY							35
17-00474	1	DERRICK CLARK w/E 10/22/16	116.69	001-218-1750	G/L		252		1
				DUE TO CLERK OF CIRCUIT COURT					

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101-0000		General Operating Account		Continued				
175605	10/27/16	FASTS005 FAST SIGNS						35
17-00314	1	Signs for the Golf Tournament	135.00	001-2110-522-8200	Expenditure		189	1
				DONATIONS - ARMANDO BORJAS GOLF				
175606	10/27/16	FERGU005 FERGUSON ENTERPRISES, INC.						35
00129659	1	IMPROVE OTHER THAN BLD.	8,460.67	403-3115-535-6300	Expenditure		14	1
				IMPROVE OTHER THAN BLD.				
00129659	2	IMPROVEMENTS OTHER THAN BUILDI	13,617.50	403-3115-535-6300	Expenditure		15	1
				IMPROVE OTHER THAN BLD.				
17-00238	1	Inventory items blanket PO	960.00	401-141-1120	G/L		161	1
				INVENTORY - PIPES, METERS, ETC.				
			<u>23,038.17</u>					
175607	10/27/16	FLORI010 FLORIDA CENTRAL RAILROAD						35
17-00174	1	Railroad lease #APOP-61-003	150.00	401-3141-533-4400	Expenditure		133	1
				RENTAL AND LEASES				
17-00174	2	Railroad lease # APOP-61-004	150.00	401-3141-533-4400	Expenditure		134	1
				RENTAL AND LEASES				
17-00174	3	Railroad lease #APOP-61-005	150.00	401-3141-533-4400	Expenditure		135	1
				RENTAL AND LEASES				
17-00174	4	Railroad lease #APOP-61-006	150.00	401-3141-533-4400	Expenditure		136	1
				RENTAL AND LEASES				
			<u>600.00</u>					
175608	10/27/16	FLORI040 FLORIDA DEPT OF ENVIRONMENTAL						35
16-00749	1	KENNETH GIBSON EXAM FEE 2016	75.00	401-3111-533-4900	Expenditure		79	1
				OTHER CURRENT CHARGES				
175609	10/27/16	FLORI070 FLORIDA POLICE CHIEFS ASSOCIAT						35
17-00423	1	Fernandez -	150.00	106-2210-521-5450	Expenditure		240	1
				POLICE - SPECIAL TRAINING				
17-00423	2	Mckinley -	125.00	106-2210-521-5450	Expenditure		241	1
				POLICE - SPECIAL TRAINING				
17-00423	3	Miller -	100.00	106-2210-521-5450	Expenditure		242	1
				POLICE - SPECIAL TRAINING				
17-00423	4	Call -	100.00	106-2210-521-5450	Expenditure		243	1
				POLICE - SPECIAL TRAINING				
17-00423	5	Kennedy -	100.00	106-2210-521-5450	Expenditure		244	1
				POLICE - SPECIAL TRAINING				
17-00423	6	Hanstein -	100.00	106-2210-521-5450	Expenditure		245	1
				POLICE - SPECIAL TRAINING				
17-00423	7	King -	100.00	106-2210-521-5450	Expenditure		246	1
				POLICE - SPECIAL TRAINING				
17-00423	8	Woertman -	100.00	106-2210-521-5450	Expenditure		247	1
				POLICE - SPECIAL TRAINING				
			<u>875.00</u>					
175610	10/27/16	FLORI215 FLORIDA COMBINED LIFE						35
17-00481	1	NOVEMBER 2016 PREMIUMS	21,899.77	001-218-1630	G/L		259	1
				DENTAL INSURANCE PAYABLE				

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101-0000		General Operating Account		Continued					
175611	10/27/16	FLORI250 FLORIDA SAFETY SYSTEMS, LLC							35
16-00751	1	ALARM MONITORING	30.00	001-1022-519-4600	Expenditure		81		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	2	ALARM MONITORING	24.95	001-1022-519-4600	Expenditure		82		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	3	ALARM MONITORING	56.00	001-1022-519-4600	Expenditure		83		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	4	ALARM MONITORING	24.95	001-1022-519-4600	Expenditure		84		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	5	ALARM MONITORING	24.95	001-1022-519-4600	Expenditure		85		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	6	ALARM MONITORING	24.95	001-1022-519-4600	Expenditure		86		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	7	ALARM MONITORING	24.95	001-1022-519-4600	Expenditure		87		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	8	ALARM MONITORING	24.95	001-1022-519-4600	Expenditure		88		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	9	ALARM MONITORING	24.95	001-1022-519-4600	Expenditure		89		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	10	ALARM MONITORING	24.95	001-1022-519-4600	Expenditure		90		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	11	ALARM MONITORING	24.95	001-1022-519-4600	Expenditure		91		1
				REPAIR & MAINT.-BLDG & EQUIP					
16-00751	12	ALARM MONITORING	30.00	001-1022-519-4600	Expenditure		92		1
				REPAIR & MAINT.-BLDG & EQUIP					
			<u>340.55</u>						
175612	10/27/16	FORGE005 FORGE FASTENER & SUPPLY CO,							35
17-00112	1	MISCELLANEOUS NUTS & BOLTS	0.00	001-141-1400	G/L		127		1
				INVENTORY - CITY GARAGE					
17-00112	1	MISCELLANEOUS NUTS & BOLTS	53.25	402-3210-534-4650	Expenditure		127		2
				VEHICLE MAINTENANCE					
17-00112	1	MISCELLANEOUS NUTS & BOLTS	9.46	001-3513-572-4650	Expenditure		127		3
				VEHICLE MAINTENANCE					
17-00112	1	MISCELLANEOUS NUTS & BOLTS	6.66	001-3310-519-5200	Expenditure		127		4
				OPERATING SUPPLIES					
			<u>69.37</u>						
175613	10/27/16	GLENN005 GLENN JOINER & SON INC.							35
17-00064	1	MISCELLANEOUS VEHICLE PARTS	31.05	401-3171-535-4650	Expenditure		111		1
				VEHICLE MAINTENANCE					
17-00064	2	MISCELLANEOUS VEHICLE PARTS	9.87	001-3513-572-4650	Expenditure		112		1
				VEHICLE MAINTENANCE					
			<u>40.92</u>						
175614	10/27/16	HACHC005 HACH COMPANY							35
00130266	1	OPERATING SUPPLIES	441.43	401-3121-535-5200	Expenditure		21		1
				OPERATING SUPPLIES					
175615	10/27/16	HARRI010 HARRINGTON INDUSTRIAL PLASTICS							35
16-00623	1	P70QC	17.83	401-3111-533-6400	Expenditure		20		1
				EQUIPMENT AND MACHINERY					

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101-0000		General Operating Account						
175615		HARRINGTON INDUSTRIAL PLASTICS						
16-00623	2	724QG	23.58	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		40	1
16-00623	3	P70PC	11.00	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		41	1
16-00623	4	724PG	13.35	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		42	1
16-00623	5	800-010	27.60	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		43	1
16-00623	6	801-010	14.15	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		44	1
16-00623	7	817-010	23.10	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		45	1
16-00623	8	1605010	4.40	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		46	1
16-00623	9	806-010	17.38	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		47	1
16-00623	10	857-010	16.44	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		48	1
16-00623	11	800-020	59.40	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		49	1
16-00623	12	1605020	193.50	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		50	1
16-00623	13	836-020	22.53	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		51	1
16-00623	14	801-020	9.72	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		52	1
16-00623	15	806-020	21.84	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		53	1
16-00623	16	817-020	25.80	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		54	1
16-00623	17	835-020	39.36	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		55	1
16-00623	18	200B	12.22	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		56	1
16-00623	19	801-249	13.16	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		57	1
16-00623	20	800CL-010H	84.20	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		58	1
16-00623	21	837-249	7.78	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		59	1
16-00623	23	15401010	44.16	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		60	1
16-00623	24	154V-010-125	26.92	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		61	1
16-00623	25	854-010	19.96	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		62	1
16-00623	26	801-131	4.78	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		63	1
16-00623	27	1605007	76.50	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		64	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num	Acct
101-0000		General Operating Account							
175615		HARRINGTON INDUSTRIAL PLASTICS							
16-00623	28	835-030	34.98	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		65	1	
16-00623	29	801-030	26.42	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		66	1	
16-00623	30	806-030	14.36	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		67	1	
16-00623	31	829-030	19.20	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		68	1	
16-00623	32	837-335	21.44	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		69	1	
16-00623	33	829-010	3.86	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		70	1	
16-00623	34	806-007	11.76	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		71	1	
16-00623	35	847-010	10.16	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		72	1	
16-00623	36	806-005	9.24	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		73	1	
16-00623	37	857-005	17.04	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		74	1	
16-00623	38	150PVG32-0500	234.72	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		75	1	
16-00623	39	Estimated Freight	50.00	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		76	1	
16-00623	41	Estimated Freight	355.60	401-3111-533-6400 EQUIPMENT AND MACHINERY	Expenditure		263	1	
			<u>1,639.44</u>						
175616	10/27/16	HDSUP005 H D SUPPLY WATER WORKS, LTD.						35	
17-00047	6	WATER & SEWER REPAIR PARTS	15,324.80	401-141-1120 INVENTORY - PIPES, METERS, ETC.	G/L		103	1	
175617	10/27/16	HENRY025 HENRY, ELENA FORD						35	
16-00754	1	REFUND AMBULATORY FEES	272.00	001-2130-526-4950 EMS BILLING EXPENSE	Expenditure		95	1	
175618	10/27/16	HUTCH005 HUTCHINSON, MATTHEW						35	
16-00337	1	U7 Referee Fee	500.00	001-3612-572-3400 OTHER CONTRACTUAL SERVICES	Expenditure		27	1	
16-00337	2	U8 Referee Fee	400.00	001-3612-572-3400 OTHER CONTRACTUAL SERVICES	Expenditure		28	1	
16-00337	3	U9 Referee Fee	450.00	001-3612-572-3400 OTHER CONTRACTUAL SERVICES	Expenditure		29	1	
16-00337	4	U10 Referee Fee	840.00	001-3612-572-3400 OTHER CONTRACTUAL SERVICES	Expenditure		30	1	
16-00337	5	U11 Referee Fee	480.00	001-3612-572-3400 OTHER CONTRACTUAL SERVICES	Expenditure		31	1	
16-00337	6	U13 Referee Fee	960.00	001-3612-572-3400 OTHER CONTRACTUAL SERVICES	Expenditure		32	1	
16-00337	7	U15 Referee Fee	960.00	001-3612-572-3400 OTHER CONTRACTUAL SERVICES	Expenditure		32	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account		Continued					
175618		HUTCHINSON, MATTHEW		Continued					
16-00337		8 Assignor Fee	540.00	001-3612-572-3400	Expenditure		264		1
				OTHER CONTRACTUAL SERVICES					
			<u>5,130.00</u>						
175619	10/27/16	IDEXX005 IDEXX DISTRIBUTION CORP.							35
17-00245		1 WP100I Irradiated Colilert	6,190.78	401-3111-533-5200	Expenditure		162		1
				OPERATING SUPPLIES					
175620	10/27/16	IMPAC005 Impact Church of Orlando							35
17-00473		1 COMMUNITY DONATIONS	250.00	001-1010-512-5200	Expenditure		251		1
				OPERATING SUPPLIES					
175621	10/27/16	INTER040 INTERNAL REVENUE SERVICE							35
17-00477		1 RYAN MCNEELY W/E 102216	11.54	001-218-1770	G/L		255		1
				DUE TO IRS					
175622	10/27/16	JANIK005 JANI- KING OF ORLANDO							35
17-00248		1 Janitorial Museum	150.00	001-1022-519-3400	Expenditure		165		1
				OTHER CONTRACTUAL SERVICES					
17-00248		2 Janitorial Annex	234.00	001-1022-519-3400	Expenditure		166		1
				OTHER CONTRACTUAL SERVICES					
17-00248		3 Janitorial Fire Admin/Gym	618.00	001-1022-519-3400	Expenditure		167		1
				OTHER CONTRACTUAL SERVICES					
17-00248		4 Janitorial Clinic	186.00	001-1022-519-3400	Expenditure		168		1
				OTHER CONTRACTUAL SERVICES					
17-00248		5 Janitorial Police	843.00	001-1022-519-3400	Expenditure		169		1
				OTHER CONTRACTUAL SERVICES					
17-00248		6 Janitorial City Hall	1,173.00	001-1022-519-3400	Expenditure		170		1
				OTHER CONTRACTUAL SERVICES					
			<u>3,204.00</u>						
175623	10/27/16	JOHNS010 JOHNSON BUILT, INC.							35
17-00421		2	425.00	001-5110-519-5200	Expenditure		239		1
				OPERATING SUPPLIES					
175624	10/27/16	KKGLA005 K & K GLASS INC							35
17-00059		1 REPLACEMENT WINDOW ON VEHICLES	353.93	001-2210-521-4650	Expenditure		108		1
				VEHICLE MAINTENANCE					
17-00059		2 REPLACEMENT WINDOW ON VEHICLES	223.95	101-3412-541-4650	Expenditure		109		1
				VEHICLE MAINTENANCE					
17-00059		3 REPLACEMENT WINDOW ON VEHICLES	313.27	001-2210-521-4650	Expenditure		110		1
				VEHICLE MAINTENANCE					
			<u>891.15</u>						
175625	10/27/16	MAGIC005 MAGIC TECH INC							35
17-00365		1 A/C Repair - High Manor	165.85	001-1022-519-4600	Expenditure		206		1
				REPAIR & MAINT.-BLDG & EQUIP					
17-00365		2 walk-In Chiller - High Manor	486.14	001-1022-519-4600	Expenditure		207		1
				REPAIR & MAINT.-BLDG & EQUIP					
			<u>651.99</u>						



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PO #	Item	Description					Ref	Seq	Acct
101-0000		General Operating Account		Continued					
175626	10/27/16	MAYER005 MAYER ELECTRIC SUPPLY COMPANY							35
17-00180	3	Lug Comp - 6 Stand 1H 1/4BH	2.54	401-3111-533-4600	Expenditure		137		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	4	Lug Comp - 4 Stand 1H 1/4BH	3.33	401-3111-533-4600	Expenditure		138		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	5	Lug Comp - 2 Stand 1H 1/4BH	7.58	401-3111-533-4600	Expenditure		139		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	6	Lug Comp - 1 Stand 1H 1/4BH	6.95	401-3111-533-4600	Expenditure		140		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	7	1/0 AWG 1Hole Lug	9.04	401-3111-533-4600	Expenditure		141		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	8	2/0 AWG 1Hole Lug	10.49	401-3111-533-4600	Expenditure		142		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	9	Butt Splice #6 AWG Comp	5.42	401-3111-533-4600	Expenditure		143		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	10	Butt Splice #4/#3STR/#250L	6.61	401-3111-533-4600	Expenditure		144		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	11	Butt Splice #1 or #2 AWG weld	11.55	401-3121-535-4600	Expenditure		145		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	13	Butt Splice 2/0 or 1/0 weld	13.39	401-3121-535-4600	Expenditure		146		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	14	CRIMPING TOOL MANUAL	362.67	401-3121-535-4600	Expenditure		147		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00180	15	CRIMPING TOOL MANUAL	362.67	401-3121-535-4600	Expenditure		148		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
			<u>76.90</u>						
175627	10/27/16	MCCIL005 MCCi, LLC							35
17-00420	1	LF Support Renewal	1,278.90	001-5110-519-4600	Expenditure		237		1
				REPAIR & MAINT.-BLDG & EQUIP					
17-00420	2	LF Managed Services Renewal	630.00	001-5110-519-4600	Expenditure		238		1
				REPAIR & MAINT.-BLDG & EQUIP					
			<u>1,908.90</u>						
175628	10/27/16	MERCE005 MERCER PEST CONTROL, INC.							35
17-00249	1	Pest Control	705.90	001-1022-519-4600	Expenditure		171		1
				REPAIR & MAINT.-BLDG & EQUIP					
17-00276	1	Rodent Bait	455.00	001-1022-519-4600	Expenditure		172		1
				REPAIR & MAINT.-BLDG & EQUIP					
17-00276	2	Termite Monitoring	575.00	001-1022-519-4600	Expenditure		173		1
				REPAIR & MAINT.-BLDG & EQUIP					
			<u>1,735.90</u>						
175629	10/27/16	MILLI005 MILLIKAN BATTERY & ELECTRIC							35
17-00279	1	8D Batteries	660.00	401-3111-533-4600	Expenditure		176		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00279	2	4D Batteries	290.00	401-3111-533-4600	Expenditure		177		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00279	3	1131PMF	360.00	401-3111-533-4600	Expenditure		178		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					

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101-0000		General Operating Account							
175629		MILLIKAN BATTERY & ELECTRIC							
17-00279		4 Environmental Fee	15.00	401-3111-533-4600	Expenditure		179		1
			<u>1,325.00</u>	REPAIR & MAINT.-BLDG.& EQUIPMENT					
175630	10/27/16	MJALT005 MJ ALTMAN COMPANIES, INC.							35
16-00752		1 FEES DUE ON COLLECTIONS	1,303.30	401-117-0000	G/L		93		1
				ESTIMATED UNCOLLECTIBLE ACCOUNTS					
175631	10/27/16	MOTIO005 MOTION INDUSTRIES, INC.							35
17-00212		1 DHC-100 Card	313.72	401-3121-535-4600	Expenditure		155		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00212		2 OTX-100 Feedback Board	70.08	401-3121-535-4600	Expenditure		156		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00212		3 Shipping	25.00	401-3121-535-4600	Expenditure		157		1
			<u>408.80</u>	REPAIR & MAINT.-BLDG.& EQUIPMENT					
175632	10/27/16	NEWEG005 NEWEGG.COM							35
17-00225		1 Clickshare CS-100	1,005.99	001-5110-519-5200	Expenditure		158		1
				OPERATING SUPPLIES					
175633	10/27/16	OCUSO005 OCU - SOLID WASTE DIVISION							35
00127958		3 UTILITY SERVICES	73,936.17	402-3210-534-4300	Expenditure		6		1
				UTILITY SERVICES					
175634	10/27/16	ORANG020 ORANGE COUNTY PROPERTY APPRAIS							35
17-00454		1 STORMWATER ASSMT ADMIN FEES	18,045.00	120-3151-538-4900	Expenditure		248		1
				OTHER CURRENT CHARGES					
17-00454		2 NEIGHBORHOOD ASSMT ADMIN FEES	138.00	170-6170-539-5200	Expenditure		249		1
			<u>18,183.00</u>	OPERATING SUPPLIES					
175635	10/27/16	ORLAN010 ORLANDO FREIGHTLINER, INC.							35
17-00055		1 FREIGHTLINER PARTS FOR VEHICLE	0.00	001-141-1400	G/L		106		1
				INVENTORY - CITY GARAGE					
17-00055		1 FREIGHTLINER PARTS FOR VEHICLE	128.72	001-2120-522-4650	Expenditure		106		2
				VEHICLE MAINTENANCE					
17-00055		1 FREIGHTLINER PARTS FOR VEHICLE	40.64	402-3210-534-4650	Expenditure		106		3
				VEHICLE MAINTENANCE					
17-00055		2 FREIGHTLINER PARTS FOR VEHICLE	504.46	001-2120-522-4650	Expenditure		107		1
				VEHICLE MAINTENANCE					
17-00298		1 STOCK CHAMBERS & BACKUP ALARMS	100.21	001-141-1400	G/L		183		1
			<u>774.03</u>	INVENTORY - CITY GARAGE					
175636	10/27/16	ORLAN015 ORLANDO PAVING CO							35
00129147		1 IMPROVE OTHER THAN BLD.	102.72	403-3115-535-6300	Expenditure		12		1
				IMPROVE OTHER THAN BLD.					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
101-0000		General Operating Account		Continued				
175636		ORLANDO PAVING CO		Continued				
16-00686	1	Ponkan Rd RWM Road Restoration	1,072.69	403-3115-535-6300	Expenditure		77	1
				IMPROVE OTHER THAN BLD.				
			<u>1,175.41</u>					
175637	10/27/16	ORLAN035 ORLANDO BUSINESS TELEPHONE SYS						35
17-00140	2	Emergency Phone Support	142.50	001-5110-519-4600	Expenditure		130	1
				REPAIR & MAINT.-BLDG & EQUIP				
175638	10/27/16	PAGRO005 P & A GROUP, THE						35
17-00479	1	NOVEMBER 2016 PREMIUM	13.00	001-1020-512-2300	Expenditure		257	1
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	001-1025-513-2300	Expenditure		257	2
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	001-1030-512-2300	Expenditure		257	3
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	001-1120-513-2300	Expenditure		257	4
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	001-1170-513-2300	Expenditure		257	5
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	001-2110-522-2300	Expenditure		257	6
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	32.50	001-2120-522-2300	Expenditure		257	7
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	52.00	001-2130-526-2300	Expenditure		257	8
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	001-2210-521-2300	Expenditure		257	9
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	45.50	001-2220-521-2300	Expenditure		257	10
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	71.50	001-2230-521-2300	Expenditure		257	11
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	84.50	001-2250-519-2300	Expenditure		257	12
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	45.50	401-3010-539-2300	Expenditure		257	13
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	13.00	401-3111-533-2300	Expenditure		257	14
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	401-3121-535-2300	Expenditure		257	15
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	401-3131-536-2300	Expenditure		257	16
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	13.00	401-3141-533-2300	Expenditure		257	17
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	401-3161-533-2300	Expenditure		257	18
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	402-3210-534-2300	Expenditure		257	19
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	001-3310-519-2300	Expenditure		257	20
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	401-3410-539-2300	Expenditure		257	21
				LIFE AND HEALTH INSURANCE				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
101-0000		General Operating Account		Continued				
175638 P & A		GROUP, THE		Continued				
17-00479	1	NOVEMBER 2016 PREMIUM	19.50	101-3412-541-2300	Expenditure		257	22
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	13.00	001-3513-572-2300	Expenditure		257	23
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	13.00	001-3514-572-2300	Expenditure		257	24
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	6.50	001-3612-572-2300	Expenditure		257	25
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	13.00	001-3613-572-2300	Expenditure		257	26
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	13.00	001-4020-515-2300	Expenditure		257	34
				LIFE AND HEALTH INSURANCE				
17-00479	1	NOVEMBER 2016 PREMIUM	13.00	001-4021-524-2300	Expenditure		257	35
				LIFE AND HEALTH INSURANCE				
			539.50					
175639	10/27/16	PARRI010 PARRIS, ZENI						35
17-00480	1	RETURN ITEM FEE	12.00	401-3161-533-5200	Expenditure		258	1
				OPERATING SUPPLIES				
175640	10/27/16	PETRO005 PETROLEUM TRADERS CORP.						35
17-00073	2	CITY WIDE GASOLINE	14,668.80	001-141-1200	G/L		113	1
				INVENTORY - FUEL				
175641	10/27/16	PREFE005 PREFERRED GOVERNMENTAL INS. TR						35
16-00753	1	WC DEDUCTIBLE AUG 2016	43.35	001-1170-513-4500	Expenditure		94	1
				LIABILITY & CASUALTY INSURANCE				
175642	10/27/16	PREMI005 PREMIERE JANITORIAL SUPPLY						35
17-00283	2	Janitorial items	655.00	401-141-1120	G/L		180	1
				INVENTORY - PIPES, METERS, ETC.				
175643	10/27/16	PRIDE005 PRIDE ENTERPRISES						35
17-00075	1	STOCK RECAP TIRES	147.24	001-141-1400	G/L		114	1
				INVENTORY - CITY GARAGE				
17-00075	2	STOCK RECAP TIRES	373.64	001-141-1400	G/L		115	1
				INVENTORY - CITY GARAGE				
17-00075	3	STOCK RECAP TIRES	484.46	001-141-1400	G/L		116	1
				INVENTORY - CITY GARAGE				
17-00075	4	STOCK RECAP TIRES	1,085.52	001-141-1400	G/L		117	1
				INVENTORY - CITY GARAGE				
17-00075	5	STOCK RECAP TIRES	5.50	001-141-1400	G/L		118	1
				INVENTORY - CITY GARAGE				
17-00075	6	STOCK RECAP TIRES	381.22	001-141-1400	G/L		119	1
				INVENTORY - CITY GARAGE				
			2,477.58					
175644	10/27/16	PUBLI010 PUBLIC SERVICES PETTY CASH						35
17-00482	1	PETTY CASH OCTOBER 2016	29.70	101-3412-541-5200	Expenditure		260	1
				OPERATING SUPPLIES				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
101-0000		General Operating Account		Continued				
175644		PUBLIC SERVICES PETTY CASH		Continued				
17-00482	1	PETTY CASH OCTOBER 2016	18.98	001-3513-572-5200	Expenditure		260	2
				OPERATING SUPPLIES				
17-00482	1	PETTY CASH OCTOBER 2016	14.99	001-1022-519-5200	Expenditure		260	3
				OPERATING SUPPLIES				
17-00482	1	PETTY CASH OCTOBER 2016	7.50	401-3121-535-5200	Expenditure		260	4
				OPERATING SUPPLIES				
17-00482	1	PETTY CASH OCTOBER 2016	98.30	401-3121-535-4000	Expenditure		260	5
				TRAVEL & PER DIEM				
17-00482	1	PETTY CASH OCTOBER 2016	63.72	001-3310-519-4000	Expenditure		260	6
				TRAVEL & PER DIEM				
			<u>233.19</u>					
175645	10/27/16	PUBLI015 PUBLIC RESOURCES MNGMNT GROUP, 16-00171 3 Parks & Rec Impact Fee Study	1,795.60	001-3613-572-3100	Expenditure		26	35 1
				PROFESSIONAL SERVICES				
175646	10/27/16	RADIO010 RADIOTRONICS, INC. 17-00349 1 PARTS FOR K-9 HOP-N-POP	607.90	001-2220-521-4650	Expenditure		204	35 1
				VEHICLE MAINTENANCE				
175647	10/27/16	RECEI005 AMSOIL INC./ACCOUNTS RECEIVABL 17-00043 1 STOCK AMSOIL PRODUCTS	4,374.39	001-141-1400	G/L		102	35 1
				INVENTORY - CITY GARAGE				
175648	10/27/16	RICOH010 RICOH USA, INC. 17-00397 1 CommDevDept Ricoh Copier Lease	133.02	001-4020-515-4400	Expenditure		229	35 1
				RENTALS AND LEASES				
175649	10/27/16	RWESL005 LAW OFFICES OF ROBERT WESLEY 16-00750 1 REFUND FOR COPIES	150.00	001-2230-521-4700	Expenditure		80	35 1
				PRINTING SERVICES				
175650	10/27/16	SAFET010 SAFETY PRODUCTS INC 17-00121 1 SAFETY CONE HOLDER 36"	65.00	401-3141-533-4650	Expenditure		128	35 1
				VEHICLE MAINTENANCE				
175651	10/27/16	SAGED001 SAGE DENTAL OF WEKIVA SPRINGS 17-00483 1 REIMBURS BUSINESS TAX#11823	121.00	001-316-0000	Revenue		261	35 1
				LOCAL BUSINESS TAX				
175652	10/27/16	SERVCO05 SERVCO APPLIANCE SALES& SERVIC 17-00364 1 Ice Machine Maint - REC 1	562.45	001-1022-519-4600	Expenditure		205	35 1
				REPAIR & MAINT.-BLDG & EQUIP				
175653	10/27/16	SOMER005 RANDALL A. SOMERS 17-00478 1 CONTRACT SERVICES w/E 10/28/16	1,000.00	410-4200-542-3100	Expenditure		256	35 1
				PROFESSIONAL SERVICES				
175654	10/27/16	STERI005 STERICYCLE INC. 16-00119 1 Disposal Estimate	1,802.00	401-3121-535-5200	Expenditure		22	35 1
				OPERATING SUPPLIES				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num	Acct
101-0000		General Operating Account		Continued					
175654		STERICYCLE INC.		Continued					
16-00119		2 Supply Estimate	530.00	401-3121-535-5200 OPERATING SUPPLIES	Expenditure		23		1
16-00119		3 Labor	275.00	401-3121-535-5200 OPERATING SUPPLIES	Expenditure		24		1
16-00119		4 Transporation	211.44	401-3121-535-5200 OPERATING SUPPLIES	Expenditure		25		1
			<u>2,818.44</u>						
175655	10/27/16	T3CUS005 T3 CUSTOM FABRICATION, INC.							35
00129241		1 REPAIR & MAINT.-BLDG.& EQUIPME	200.00	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		13		1
00129886		1 REPAIR & MAINT.-BLDG.& EQUIPME	1,455.00	401-3121-535-4600 REPAIR & MAINT.-BLDG.& EQUIPMENT	Expenditure		19		1
			<u>1,655.00</u>						
175656	10/27/16	TANKS005 SHELLEY'S SEPTIC TANKS							35
17-00029		10 100 loads of Sludge Hauling	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		98		1
17-00029		11 100 loads of Sludge Hauling	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		99		1
17-00029		12 100 loads of Sludge Hauling	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		100		1
17-00029		13 100 loads of Sludge Hauling	950.00	401-3121-535-4900 OTHER CURRENT CHARGES	Expenditure		101		1
17-00376		1 Sewer repair Orange N. apts.	500.00	401-3171-535-4400 RENTAL AND LEASES	Expenditure		223		1
			<u>4,300.00</u>						
175657	10/27/16	TESSCO05 TESSCO INCORPORATED							35
17-00107		1 STOCK CHARGE GARDS	791.14	001-141-1400 INVENTORY - CITY GARAGE	G/L		265		1
17-00107		2 STOCK SPEAKERS 5" #69953	49.47	001-141-1400 INVENTORY - CITY GARAGE	G/L		124		1
			<u>840.61</u>						
175658	10/27/16	TETRA005 TETRA TECH INC.							35
00129754		6 IMPROVEMENTS OTHER THAN BUILDI	151,459.75	403-3123-535-6300 IMPROVE OTHER THAN BLDGS	Expenditure		16		1
175659	10/27/16	TRAIL005 TRAIL SAW & MOWER SERVICE, INC							35
17-00202		1 Stihl 20" chain saw	592.47	001-3512-539-5200 OPERATING SUPPLIES	Expenditure		150		1
17-00202		2 STI33RS72 20" chain	50.04	001-3512-539-5200 OPERATING SUPPLIES	Expenditure		151		1
17-00202		3 STI61PMN44 12" pole saw chain	56.48	001-3512-539-5200 OPERATING SUPPLIES	Expenditure		152		1
17-00202		4 STI5-3905 12" picco slim bar	66.52	001-3512-539-5200 OPERATING SUPPLIES	Expenditure		153		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
101-0000		General Operating Account							
175659		TRAIL SAW & MOWER SERVICE, INC							
17-00202	5	3-8 P chain sprocket	61.92	001-3512-539-5200	Expenditure		154		1
				OPERATING SUPPLIES					
			<u>827.43</u>						
175660	10/27/16	TRANS010 TRANSDIESEL OF CENTRAL FLORIDA							35
17-00164	1	WON'T GO INTO GEAR SEND OUT	800.59	402-3210-534-4650	Expenditure		132		1
				VEHICLE MAINTENANCE					
175661	10/27/16	TREKK005 TREKKER TRACTOR, LLC							35
17-00319	1	WATER PUMP & SERPENTINE BELT	177.96	401-3141-533-4650	Expenditure		190		1
				VEHICLE MAINTENANCE					
17-00319	2	ESTIMATED FREIGHT	12.87	401-3141-533-4650	Expenditure		266		1
				VEHICLE MAINTENANCE					
			<u>190.83</u>						
175662	10/27/16	UNITE005 UNITED PARCEL SERVICE							35
00129894	5	OPERATING SUPPLIES	7.16	001-2220-521-4650	Expenditure		20		1
				VEHICLE MAINTENANCE					
175663	10/27/16	UNITE025 UNITED SITE SERVICES							35
00127934	1	OPERATING SUPPLIES	56.00	001-1020-512-5200	Expenditure		4		1
				OPERATING SUPPLIES					
00127934	2	OPERATING SUPPLIES	56.00	001-1020-512-5200	Expenditure		5		1
				OPERATING SUPPLIES					
00128824	1	RENTAL AND LEASES	160.00	001-1025-513-4400	Expenditure		9		1
				RENTAL AND LEASES					
00128824	2	RENTAL AND LEASES	160.00	001-1025-513-4400	Expenditure		10		1
				RENTAL AND LEASES					
00128824	3	RENTAL AND LEASES	160.00	001-1025-513-4400	Expenditure		11		1
				RENTAL AND LEASES					
			<u>592.00</u>						
175664	10/27/16	USABL005 USA BLUE BOOK							35
17-00278	1	10557	1,159.00	401-3111-533-4600	Expenditure		174		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
17-00278	2	Freight	28.38	401-3111-533-4600	Expenditure		175		1
				REPAIR & MAINT.-BLDG.& EQUIPMENT					
			<u>1,187.38</u>						
175665	10/27/16	USDEP010 US DEPARTMENT OF EDUCATION							35
17-00476	1	SHAKENYA HARRIS JACKSON 102216	147.12	001-218-1760	G/L		254		1
				DUE TO FL DEPT OF EDUCATION					
175666	10/27/16	WASTE010 WASTE MANAGEMENT OF VISTA LAND							35
00127959	8	IMPROVE OTHER THAN BLD.	7,406.74	402-3210-534-4300	Expenditure		7		1
				UTILITY SERVICES					
00127959	8	IMPROVE OTHER THAN BLD.	92.18	101-3412-541-4900	Expenditure		7		2
				OTHER CURRENT CHARGES					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
101-0000		General Operating Account		Continued				
175666		WASTE MANAGEMENT OF VISTA LAND		Continued				
00127959	8	IMPROVE OTHER THAN BLD.	159.06	001-3513-572-4900	Expenditure		7	3
				OTHER CURRENT CHARGES				
			<u>7,657.98</u>					
175667	10/27/16	WESCO005 WESCO TURF , INC.						35
17-00088	1	MISCELLANEOUS MOWER PARTS	803.31	001-3514-572-4650	Expenditure		120	1
				VEHICLE MAINTENANCE				
17-00088	2	MISCELLANEOUS MOWER PARTS	1,022.69	001-3514-572-4650	Expenditure		121	1
				VEHICLE MAINTENANCE				
17-00088	4	MISCELLANEOUS MOWER PARTS	519.08	001-3514-572-4650	Expenditure		267	1
				VEHICLE MAINTENANCE				
			<u>1,306.92</u>					
175668	10/27/16	WINFI005 WINFIELD SOLUTIONS, LLC,						35
17-00246	1	Cornerstone Plus 2 1/2 gal.	230.86	001-3512-539-5200	Expenditure		163	1
				OPERATING SUPPLIES				
17-00246	2	Tribune	279.16	001-3512-539-5200	Expenditure		164	1
				OPERATING SUPPLIES				
			<u>510.02</u>					
175669	10/27/16	XYLEM005 XYLEM WATER SOLUTIONS USA, INC						35
16-00487	1	L.S.39,63 Contacts and Starter	1,170.00	401-3171-535-4600	Expenditure		38	1
				REPAIR & MAINT.-BLDG.& EQUIPMENT				
175670	10/27/16	ZONES005 ZONES, INC						35
17-00231	1	Police Dept Monitors	888.00	001-2220-521-5200	Expenditure		159	1
				OPERATING SUPPLIES				
17-00231	2	Samsung 22" Monitors	888.00	001-5110-519-5200	Expenditure		160	1
				OPERATING SUPPLIES				
			<u>1,776.00</u>					
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	297	3	1,969,087.62	98.00			
	Direct Deposit:	0	0	0.00	0.00			
	Total:	<u>297</u>	<u>3</u>	<u>1,969,087.62</u>	<u>98.00</u>			
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	297	3	1,969,087.62	98.00			
	Direct Deposit:	0	0	0.00	0.00			
	Total:	<u>297</u>	<u>3</u>	<u>1,969,087.62</u>	<u>98.00</u>			



**Backup material for agenda item:**

2. Approve the final extension of the consulting service contracts for Professional Engineering Services.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Public Services  
 EXHIBITS:

**SUBJECT: PROFESSIONAL ENGINEERING SERVICES**

**REQUEST: APPROVE THE FINAL EXTENSION OF THE CONTRACTS FOR PROFESSIONAL ENGINEERING SERVICES WITH CH2M, INC. AND REISS ENGINEERING FOR A PERIOD OF ONE YEAR**

**SUMMARY:**

On November 5, 2014, the City Council awarded Professional Engineering Service Contracts to CH2M, Inc. and Reiss Engineering, to provide the City with consulting services beginning December 2014, with two one-year extensions.

The services will be performed on an as needed basis. This is the final extension of each contract.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION ACTION:**

Approve the final one (1) year extension of each contract for CH2M, Inc. and Reiss Engineering.

**DISTRIBUTION**

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

**Backup material for agenda item:**

3. Authorize an expenditure from the Law Enforcement Trust Funds for undercover operations.



# CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA  
 PUBLIC HEARING  
 SPECIAL REPORTS  
 OTHER: \_\_\_\_\_

MEETING OF: November 16, 2016  
FROM: Police Department  
EXHIBITS: Request Memo

**SUBJECT: EXPENDITURE FROM LAW ENFORCEMENT TRUST FUNDS**

**REQUEST: AUTHORIZE AN EXPENDITURE FOR INVESTIGATIVE DRUG BUYS AND UNDERCOVER OPERATIONS.**

**SUMMARY:**

The Apopka Police Department requests City Council approval for the expenditure of funds from the Law Enforcement Trust Fund in the amount of \$12,500 for investigative buys and undercover operations. These funds will be drawn down throughout the year as needed in \$2,500 increments.

**FUNDING SOURCE:**

Law Enforcement Trust Fund.

**RECOMMENDATION ACTION:**

Authorize the Finance Department to disburse \$12,500 from the Law Enforcement Trust Fund.

**DISTRIBUTION**

Mayor Kilsheimer  
Commissioners  
City Administrator  
Community Development Director

Finance Director  
HR Director  
IT Director  
Police Chief

Public Services Director  
Recreation Director  
City Clerk  
Fire Chief



***City of Apopka***  
***Police Department***  
***112 E. 6<sup>th</sup> Street Apopka, Florida 32703***

**Memorandum**

Date: October 19, 2016  
To: Honorable Joseph E. Kilsheimer and Commissioners  
RE: LAW ENFORCEMENT TRUST FUNDS

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The Police Department requests City Council approval for the Finance Department to disburse \$12,500.00 of Law Enforcement Trust Funds drawn down in \$2,500 increments to the criminal investigations custodian. These funds will be used to conduct investigative narcotics investigations and further other associated undercover operations.

Respectfully,

Michael MicKinley  
Chief of Police

**Backup material for agenda item:**

4. Authorize the purchase of capital equipment for utility construction and water maintenance.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Public Services  
 EXHIBITS:

**SUBJECT: CAPITAL EQUIPMENT**

**REQUEST: AUTHORIZE THE PURCHASE OF NEW EQUIPMENT FROM THE RING POWER CORPORATION**

**SUMMARY:**

The purchase of new capital equipment to utilize in utility construction and water maintenance. The Hydraulic Excavator and Wheel Loader would replace inoperable equipment while the Mini Excavator would be a new capital purchase. Pricing is made available from the Ring Power Corporation through the Florida Sheriffs Association Contract. The pricing is as follows:

<b>Capital Equipment</b>	<b>Amount</b>
Caterpillar Hydraulic Excavator, Bucket	\$187,277
Caterpillar 1.5 CY Wheel Loader, Bucket, Forks	\$117,294
Caterpillar Hydraulic Mini Excavator (will obtain trailer locally)	\$ 49,938
<b>Total</b>	<b>\$354,509</b>

**FUNDING SOURCE:**

Funding is included in the General Fund FY16/17 Budget.

**RECOMMENDATION ACTION:**

Authorize the purchase of capital equipment in the amount of \$354,509.

**DISTRIBUTION**

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

**Backup material for agenda item:**

5. Authorize the purchase of capital equipment for the Streets Division.





# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Public Services  
 EXHIBITS:

**SUBJECT: ASPHALT EQUIPMENT**

**REQUEST: AUTHORIZE THE PURCHASE OF CAPITAL EQUIPMENT FOR THE STREETS DIVISION**

**SUMMARY:**

The purchase of new capital equipment for repairing streets and parking lots. Pricing is made available through the Florida Sheriffs Association Contract (FSAC). The pricing is as follows:

Capital Equipment	Vendor per FSAC	Amount
Durastar Pothole truck	Sun State International Trucks :LLC	\$161,725
Caterpillar Skid Steer Loader	Ring Power Corporation	\$101,632
Total		\$263,357

**FUNDING SOURCE:**

Funding is included in the FY16/17 Budget.

**RECOMMENDATION ACTION:**

Authorize the purchase capital equipment in the amount of \$263,357.

**DISTRIBUTION**

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

**Backup material for agenda item:**

6. Authorize Amendment #1 of the Cost-Share Agreement Contract for the Water Reclamation Facility with SJRWMD.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Public Services  
 EXHIBITS: Contract & Amendment 1

**SUBJECT: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) COST-SHARE CONTRACT EXTENSION**

**REQUEST: AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT #1**

**SUMMARY:**

The original Cost-Share Agreement between SJRWMD and the City of Apopka was executed on December 14, 2015. The contract provides the city with \$3,039,000 in matching funds from the SJRWMD for the construction improvements associated with the city’s Water Reclamation Facility (WRF) renovation of the existing west plant. The term of the original contract expires on September 30, 2017. The construction of the existing WRF west plant improvements is not due to begin until March 1, 2018. Amendment #1 will extend the expiration date of the original Contract until March 19, 2019. Only the term extension of the original contract is addressed in Amendment #1, no other changes to the original Contract are addressed.

**FUNDING SOURCE:**

Sewer and Reclaimed Water Impact Fee Fund

**RECOMMENDATION ACTION:**

Authorize the City Administrator to execute Cost-Share Agreement Contract Amendment #1.

**DISTRIBUTION**

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

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND CITY OF APOPKA  
FOR WATER RECLAMATION FACILITY NUTRIENT REMOVAL TREATMENT IMPROVEMENT**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF APOPKA ("Recipient"), whose address is 748 Cleveland Street, Apopka, Florida 32703, and is effective on the date the last party has executed same.

**PREMISES:**

The parties entered into Agreement No. 28457 on December 14, 2015, to provide funding for the Recipient's Water Reclamation Facility Nutrient Removal Treatment Improvement project ("Agreement").

The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraphs 1(a) and (c), **TERM; WITHDRAWAL OF AGREEMENT**: delete these paragraphs and replace them with the following paragraphs:
  - (a) The term of this Agreement is from December 14, 2015 ("Effective Date") until March 31, 2019 ("Completion Date"). Time is of the essence for every aspect of this Agreement, including any time extensions. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive the termination or expiration of this Agreement.
  - (c) If the construction, which is eligible for District reimbursement, does not begin before April 30, 2018, or if the first invoice for non-construction projects is not submitted by April 30, 2018, the cost-share agreement will be subject to termination and the funds subject to reallocation.
2. Paragraph 6, **LIABILITY AND INSURANCE**, is hereby deleted in its entirety and replaced with the following:

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the Insurance attachment to the Agreement (Attachment E).

3. Attachment A, STATEMENT OF WORK, is hereby modified as follows:

The current Statement of Work is hereby deleted and replaced with the Revised Statement of Work attached hereto as Attachment A-1.

4. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CITY OF APOPKA

By: \_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director  
(or designee)

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

\_\_\_\_\_  
Typed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ONLY AS TO FORM AND LEGALITY

\_\_\_\_\_  
William Abrams, Sr. Assistant General Counsel

ATTACHMENTS

Attachment A-1 – Revised Statement of Work  
Attachment E – Insurance Requirements

**ATTACHMENT A-1 – REVISED STATEMENT OF WORK  
CITY OF APOPKA  
WATER RECLAMATION FACILITY NUTRIENT REMOVAL TREATMENT IMPROVEMENT**

**I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2015-2016 to develop and implement resource and water supply development projects and promote conservation. Each project selected for funding will have a positive benefit to Minimum Flows and Levels (MFLs), water quantity, water quality, and/or natural systems and supports the District's Strategic Initiatives. The City of Apopka (Recipient) has requested and been selected as a participant in this cost share program.

On August 11, 2015, the District's Governing Board approved funding for the Recipient's Water Reclamation Facility Nutrient Removal Treatment Improvement Project for a not-to-exceed amount of \$1,519,500. The estimated construction cost of the project is \$6,078,000.00. The Florida Department of Environmental Protection is providing additional funding in the not-to exceed amount of \$1,519,500 through this agreement. The total not-to-exceed amount of this cost share agreement is \$3,039,000.

**II. OBJECTIVES**

The objective of this contract is to provide cost share dollars that will enable the Recipient to expand the capacity and upgrade the treatment level for the Recipient's existing Water Reclamation Facility.

**III. SCOPE OF WORK**

The Recipient plans to upgrade the City of Apopka Water Reclamation Facility Nutrient Removal Treatment Plant with the addition of an anoxic basin, supplemental diffused aeration in the oxidation ditch, a RAS/WAS pumping station, emergency power and control systems. This project will facilitate the Recipient's ability to fulfill their commitment to expand reclaimed water systems as a regionally important alternative water supply. Also, the project is supportive of the Total Maximum Daily Load (TMDL) and Basin Management Action Plan (BMAP) efforts in the Wekiva basin.

**IV. PROJECT ADMINISTRATION**

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation) to enable proper review by the District's Project Manager prior to payment authorization;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District's Budget Manager at [mlicourt@sjrwmd.com](mailto:mlicourt@sjrwmd.com);
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the tasks in the Task Identification section below are completed.

## V. TASK IDENTIFICATION

The Water Reclamation Facility Nutrient Removal Treatment Improvement project includes the following tasks:

**Task 1: Modify West Plant loop aeration oxidation ditch to include the addition of supplemental aeration and construction of the West Plant Blower/MCC Building, including electrical controls and instrumentation** – Modification of the West Plant loop aeration oxidation ditch includes the addition of fine bubble diffusers and centrifugal blowers to provide nitrification/denitrification treatment for nutrient removal.

Task 1A: FY 2017-2018 accomplishments associated with the construction of Task 1

Task 1B: FY 2018-2019 accomplishments associated with the construction of Task 1

**Task 2: Install West Plant Blower Station and construct the West Plant Generator/MCC Building, including electrical controls and instrumentation** – Installation of the West Plant Blower Station will complete the addition of supplemental aeration to the West Plant Loop Aeration Oxidation ditch for nutrient removal. The West Plant Generator/MCC Building will provide standby power to the facility in the event of a loss of commercial power.

Task 2A: FY 2017-2018 accomplishments associated with the construction of Task 2

Task 2B: FY 2018-2019 accomplishments associated with the construction of Task 2

**Task 3: Construct stand-alone anoxic basins, complete with yard piping and electrical controls and instrumentation** – Construction of the stand-alone anoxic basins will enable the ability of the treatment process to remove nitrogen biologically from the wastewater by denitrification. Stand-alone anoxic tanks will be constructed of reinforced concrete upstream of the existing loop aeration system. The anoxic volume prior to aeration was modeled as two trains, each with one baffle to create a plug flow pattern to increase nitrogen removal. Mechanical mixers will be used to provide mixing within the anoxic basins. Internal recycle pumps will provide an internal recycle flow rate of four times the annual average daily flow

(AADF). Once active and one backup internal recycle pump will be provided for each basin to provide Class I Reliability.

Task 3A: FY 2017-2018 accomplishments associated with the construction of Task 3

Task 3B: FY 2018-2019 accomplishments associated with the construction of Task 3

**Task 4: Construct RAS/WAS Pump Station** – Mixed liquor from the loop aeration system will flow to each of the clarifiers by gravity. The primary purpose of the clarifiers is to allow time for solids to settle to the bottom and scum to rise to the top. Settled sludge is removed from the bottom of the clarifiers and pumped to the digester as waste sludge (WAS) or returned to the loop aeration system (RAS). The existing clarifiers provide the existing loop aeration system with a secondary clarification capacity of 1.5 MGD AADF and 4.5 MGD peak hourly flow (PHF) each. This approach provides Class I Reliability. During the improvements, each of the existing two clarifiers will be re-rated to a capacity of 1.5 MGD AADF and 3.0 Maximum Day Average Daily Flow (MDADF).

Task 4A: FY 2017-2018 accomplishments associated with the construction of Task 4

Task 4B: FY 2018-2019 accomplishments associated with the construction of Task 4

**VI. TIME FRAMES**

Amendment #1 extends the expiration date of this cost share agreement through March 31, 2019. The projected schedule is as follows:

Task	FY	Task Description	Anticipated Start Date	Anticipated Completion Date
1A	FY 17-18	Accomplishments: Modify West Plant loop aeration oxidation ditch to include the addition of supplemental aeration and construction of the West Plant Blower/MCC Building, including electrical controls and instrumentation.	3/1/2018	9/30/2018
1B	FY 18-19	Accomplishments: Modify West Plant loop aeration oxidation ditch to include the addition of supplemental aeration and construction of the West Plant Blower/MCC Building, including electrical controls and instrumentation.	10/1/2018	3/1/2019
2A	FY 17-18	Install West Plant Blower Station and construct the West Plant Generator/MCC Building, including electrical controls and instrumentation.	3/1/2018	9/30/2018
2B	FY 18-19	Install West Plant Blower Station and construct the West Plant Generator/MCC Building, including electrical controls and instrumentation.	10/1/2018	3/1/2019



3A	FY 17-18	Construct stand-alone anoxic basins, complete with yard piping and electrical controls and instrumentation.	3/1/2018	9/30/2018
3B	FY 18-19	Construct stand-alone anoxic basins, complete with yard piping and electrical controls and instrumentation.	10/1/2018	3/1/2019
4A	FY 17-18	Construct West Plant RAS/WAS Pump Station	3/1/2018	9/30/2018
4B	FY18-19	Construct West Plant RAS/WAS Pump Station	10/1/2018	3/1/2019

**VII. BUDGET/COST SCHEDULE**

For satisfactory completion of the Project, the District shall pay Recipient fifty percent (50%) of the actual construction cost of the Project, but in no event shall the District's cost-share exceed \$3,039,000. It is anticipated that the FY breakdown will be \$1,519,500 for FY 2017-2018 and \$1,519,500 for FY 2018-2019.

Recipient shall invoice the District quarterly with appropriate documentation. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2015.

The District's Project Manager will also provide a document to the Recipient to be completed showing the spend-down plan for the Project. The spend-down plan should be completed once the Recipient issues the Notice to Proceed to the construction contractor.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Manager within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Manager is [mlicourt@sjrwmd.com](mailto:mlicourt@sjrwmd.com). The Recipient shall submit a final project report within 30 days of Final Completion and acceptance by the City of Apopka detailing the project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement of \$1,519,500 for FY 2017-18 (all dollar amounts are approximate and may be reallocated between the tasks for the two FYs)

Task	Description	Estimated Task Amount	Estimated Reimbursement Amount
1A	FY17-18 Accomplishments: Modify West Plant loop aeration oxidation ditch to include the addition of supplemental aeration and construction of the West Plant Blower/MCC Building, including electrical controls and instrumentation.	\$1,002,870.00	\$501,435.00

2A	FY17-18 Install West Plant Blower Station and construct the West Plant Generator/MCC Building, including electrical controls and instrumentation.	\$547,020.00	\$273,510.00
3A	FY17-18 Construct stand-alone anoxic basins, complete with yard piping and electrical controls and instrumentation.	\$790,140.00	\$395,070.00
4A	FY17-18 Construct West Plant RAS/WAS Pump Station	\$698,970.00	\$349,485.00

Estimated Cost Schedule for Reimbursement of \$1,519,500 for FY 2018-19 (all dollar amounts are approximate and may be reallocated between the tasks for the two FYs)

Task 1B	FY18-19 Accomplishments: Modify West Plant loop aeration oxidation ditch to include the addition of supplemental aeration and construction of the West Plant Blower/MCC Building, including electrical controls and instrumentation.	\$1,002,870.00	\$501,435.00
Task 2B	FY18-19 Install West Plant Blower Station and construct the West Plant Generator/MCC Building, including electrical controls and instrumentation.	\$547,020.00	\$273,510.00
Task 3B	FY18-19 Construct stand-alone anoxic basins, complete with yard piping and electrical controls and instrumentation.	\$790,140.00	\$395,070.00
Task 4B	FY18-19 Construct RAS/WAS Pump Station	\$698,970.00	\$349,485.00

**ATTACHMENT E - INSURANCE REQUIREMENTS**  
**Including Florida Department of Environmental Protection Insurance Requirements**

Recipient shall acquire and maintain, and ensure that any sub-recipients, contractors, and subcontractors, similarly acquire and maintain, until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Recipient shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Recipient's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements. In addition, Recipient's General Liability insurance and Automobile Liability insurance shall include the State of Florida, the Florida Department of Environmental Protection, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Recipient is responsible for any deductible or self-insured retention. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida and having an A.M. Best rating of A-V or greater. If any work proceeds over or adjacent to water, the Recipient shall secure and maintain, as applicable, any other type of required insurance, including but not limited to, Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits not less than \$300,000 each. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (b) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Recipient claims an exemption from workers' compensation coverage, Recipient must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Recipient must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Recipient is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Recipient shall provide, and cause each sub-recipient, contractor, or subcontractor, to provide, adequate insurance satisfactory to the District and the Florida Department of Environmental Protection, for the protection of its employees not otherwise protected.
- (c) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property

damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

(d) **Automobile Liability.** Minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

(e) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

**Backup material for agenda item:**

7. Authorize a Cost-Share Agreement Contract for the Water Conservation Program with SJRWMD.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Public Services  
 EXHIBITS: Agreement

**SUBJECT: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD)  
 COSTSHARE AGREEMENT**

**REQUEST: AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE ATTACHED  
 AGREEMENT**

**SUMMARY:**

The city’s Water Conservation Program consists of providing customer rebates for their irrigation system upgrades, providing customer irrigation rain sensing devices, sending mid-month notices to customers who are identified as high water users and placing water conservation notes within the city monthly Newsletters.

The attached Cost-Share Agreement between the SJRWMD and the City of Apopka provides the city with up to \$70,000 in matching funds and provides 50% of the city’s Water Conservation Program costs associated with the program during fiscal year 2017.

**FUNDING SOURCE:**

Water and Sewer Fund FY16/17.

**RECOMMENDATION ACTION:**

Authorize the City Administrator to execute the Cost-Share Agreement.

**DISTRIBUTION**

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

**COST-SHARE AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND CITY OF APOPKA**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF APOPKA ("Recipient"), 748 E. Cleveland Street, Apopka, Florida 32703. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

**RECITALS**

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2016-2017 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: 1) reduction in water demand through indoor and outdoor conservation measures; 2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; 3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and 4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its June 2016 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

**Water Conservation Incentive Program**

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A - Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER.**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2017 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made in writing before July 1, 2017. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, for example, delivery of a final report, will remain in full force and effect after the Completion Date as necessary to affect performance.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the forty-five (45) days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction, which is eligible for District reimbursement, does not begin before June 30, 2017, or if the first invoice for non-construction projects is not submitted by June 30, 2017, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

- (a) For satisfactory completion of the Project, the District shall pay Recipient fifty percent (50%) of the total cost of the Project, but in no event shall the District cost-share exceed \$70,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project.



Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

## 5. PAYMENT OF INVOICES.

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwm.com. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for fifty percent (50%) of approved cost or the not-to-exceed sum of \$70,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement,

additional FDEP insurance requirements applicable to the Recipient are included in the Insurance attachment to the Agreement.

- 7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT.**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Mark E. Brandenburg, MS, CSE, PWS  
 Project Manager  
 St. Johns River Water Management District  
 601 South Lake Destiny Road, Suite 200  
 Maitland, Florida 32751  
 407-659-0915  
 E-mail: mbranden@sjrwmd.com

RECIPIENT

R. Jay Davoll, PE, Public Services Director  
 Project Manager  
 City of Apopka  
 748 E. Cleveland Street  
 Apopka, Florida 32703  
 407-703-1731  
 E-mail: JDavoll@apopka.net

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share, Completion Date, or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule.

Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within fifteen (15) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within thirty (30) days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 10(a) and 10(b) shall survive the termination or expiration of this Agreement.

11. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

**ADDITIONAL PROVISIONS (Alphabetical)**

12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**
- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.
14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
18. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
19. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in section 112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
20. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
22. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
23. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to

allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

- 24. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CITY OF APOPKA

By: \_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director  
(or designee)

By: \_\_\_\_\_  
\_\_\_\_\_  
Typed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ONLY AS TO FORM AND LEGALITY

Attest: \_\_\_\_\_

\_\_\_\_\_  
William Abrams, Sr. Assistant General Counsel

\_\_\_\_\_  
Typed Name and Title

**ATTACHMENTS**

- Attachment A - Statement of Work
- Attachment B - Project Progress Report Form
- Attachment C - District Supplemental Instructions Form

2016-17 District Cost-Share Initiative  
Last updated: 7-7-16

**ATTACHMENT A - STATEMENT OF WORK  
CITY OF APOPKA  
WATER CONSERVATION INCENTIVE PROGRAM**

**I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2016-2017 to develop and implement resource and water supply development projects and promote conservation. On June 14, 2016, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Apopka (Recipient) requested funding for their Water Conservation Incentive Program (also referred to as "Project" in this cost share agreement) for the not to exceed amount of \$70,000, towards the estimated Project cost of \$140,000. This request was approved by the Governing Board. The Recipient is located in Orange County.

**II. OBJECTIVES**

The objective of this contract is to provide cost share dollars that will enable the Recipient to target high water irrigation use by residential and commercial accounts that will have the greatest potential to reduce wasteful and inefficient water use by offering evaluations, recommendations, and incentives for retrofits to those high water users

**III. SCOPE OF WORK**

The Recipient's Water Conservation Incentive Program will target high water use residential and commercial accounts that will have the greatest potential to reduce wasteful and inefficient water use. To accomplish this the Recipient shall utilize a program that will be built by the University of Florida's Program for Efficient Communities (UF/PREC) which will integrate the Recipient's metered consumption; building characteristics; landscape characteristics and other data to support comparative performance analysis of residential customers, allowing individual households to be ranked according to their consumption levels. Based on the water conservation potential, the Recipient shall send out mailings informing accounts of their water use and the potential for them to lower their use by the participation in the Recipient's Water Conservation Incentive Program. The UF/PREC database will then have the ability to measure and verify the pre and post water consumption of properties that receive a mailing, have an irrigation evaluation performed and/or have made water conserving irrigation retrofits to their systems to determine the impacts of the Recipient's Water Conservation Incentive Program.

**IV. PROJECT ADMINISTRATION AND DELIVERABLES**

The Recipient shall be responsible for the following:

- Perform Project contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.



The Recipient shall provide the following to the District’s Project Manager:

- Timely invoices for actual costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the cost and is seeking reimbursement up to the match amount) to enable proper review by the District’s Project Manager prior to payment authorization;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project photos; quarterly reports shall also be emailed to the District’s Budget Coordinator at [mlicourt@sjrwmd.com](mailto:mlicourt@sjrwmd.com).

The Recipient shall ensure the tasks in the Task Identification section below are completed.

**V. TASK IDENTIFICATION AND TIME FRAMES**

The expiration date of this cost share agreement is September 30, 2017. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Task 1 - University of Florida Database	10/1/16	11/1/16
Task 2 - Public Education - Mailings to targeted high water consumers	12/1/16	9/30/17
Task 3 - Irrigation Evaluations and Project Administration	10/1/16	9/30/17
Task 4 - Incentive Program Upgrades and Rebates	10/1/16	9/30/17

**VI. BUDGET/COST SCHEDULE**

For satisfactory completion of the Project, the District shall pay Recipient fifty percent (50%) of the total cost of the Project, but in no event shall the District’s cost-share exceed \$70,000.

Recipient shall invoice the District quarterly with appropriate documentation. The District’s Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this Project is less than originally estimated, the District’s cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project work beginning October 1, 2016.

The District’s Project Manager will also provide a document to the Recipient to be completed showing the spend-down plan for the Project.

Recipient shall submit quarterly progress reports, Attachment B, to the District’s Project Manager and the District’s Budget Coordinator within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District’s Budget Coordinator is [mlicourt@sjrwmd.com](mailto:mlicourt@sjrwmd.com). The Recipient shall submit a final Project report within 15 days of Final Completion and acceptance by the City of Apopka detailing the Project’s accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement (all dollar amounts are approximate and may be reallocated between the tasks).

FY 16-17 (10/1/2016 – 9/30/2017)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Task 1 - University of Florida Database	\$20,000	\$10,000
Task 2 - Public Education - Mailings to targeted high water consumers	\$5,000	\$2,500
Task3 - Irrigation Evaluations and Project Administration	\$97,500	\$48,750
Task 4- Incentive Program Upgrades and Rebates	\$17,500	\$8,750
<b>TOTAL FY 16-17:</b>	<b>\$140,000</b>	<b>\$70,000</b>

**ATTACHMENT B  
PROJECT PROGRESS REPORT**

St. Johns River Water Management District  
Project Progress Report

Date: \_\_\_\_\_

Report Number: \_\_\_\_\_

**Contract/Project Identification**

Project Name:	Water Conservation Incentive Program		
Recipient:	City of Apopka		
SJRWMD Contract Number:	28848	SJRWMD Project Manager:	Mark E. Brandenburg, MS, CSE, PWS
		Recipient's Project Manager:	Jessica Schilling

**Construction Schedule**

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

**Reporting Period**

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

**Budget**

Total Budget:		Expended This Period:	
Expended To-date:		Percent Budget Expended:	

**Spend-Down Plan**

Fiscal Year 1			Fiscal Year 2		
Reimbursement #	Anticipated Amount	Anticipated Date	Reimbursement #	Anticipated Amount	Anticipated Date
1			1		
2			2		
3			3		
4			4		

**Design/Permitting Status**

**Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:**

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

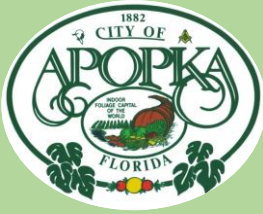
**Problems, Issues, Solutions, Anticipated deviations from schedule:**

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.



**Backup material for agenda item:**

8. Award a contract to Dell Financial Services for the lease of Police Department Laptops.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Information Technology  
 EXHIBITS: Master Lease Agreement

**SUBJECT:** LEASE AGREEMENT WITH DELL FINANCIAL SERVICES FOR NEW LAPTOPS.

**REQUEST:** AUTHORIZE THE LEASE AGREEMENT WITH DELL FOR THE REPLACEMENT OF 40 LAPTOPS FOR THE POLICE DEPARTMENT.

**SUMMARY:**

The Information Technology Department maintains a fleet of over 100 laptops and tablets for the Police Department of which 40% were purchased between April of 2010 and January of 2011. The laptops are subjected to extreme duty on a daily basis and are well out of their warranty coverage. The majority of the repairs including hardware failures require the main boards to be replaced at a minimum cost of \$250.00 per incident.

By leasing the laptops we can predict our laptop budget requests year after year and ensure the technology is updated on a three year basis. The laptops will have a full warranty throughout the lease to include accidental damage. In FY15/16 we were able to replace 40 of the old laptops with newer technology. With approval of this lease agreement we will replace the remaining 40 laptops this fiscal year. Lastly, we would request to enter into a third lease agreement in FY17/18 to replace the 20 machines obtained in FY14/15. This will put us in a manageable position of replacing approximately 33% of the laptop fleet each year with new technology. The annual laptop budget for the Police Department can be maintained for under \$35,000.00 per year once the three lease agreements are in place.

The Information Technology Department is striving to maintain an IT Asset Lifecycle Management Plan. In the past, there has been little effort to analyze the business impacts that technology changes have on the quality, reliability and efficiency of the organization. Meeting that challenge systematically through Lifecycle Management can lead to improvements in efficiency, performance and cost management.

**FUNDING SOURCE:**

Included in the 2016/2017 FY Information Technology budget.

**RECOMMENDATION ACTION:**

Authorize the 3 year lease agreement with Dell Financial Services for 40 laptops with an annual cost of \$13,105.59, (\$39,316.77 three year cost) for the Police Department.

**DISTRIBUTION**

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



EFFECTIVE DATE: April 30, 2016  
MASTER LEASE AGREEMENT NO. 572713-18412

LESSOR: DELL FINANCIAL SERVICES L.L.C.

Mailing Address:  
ONE DELL WAY  
Round Rock, TX 78682

LESSEE: APOPKA, FLORIDA

Principal Address:  
120 E MAIN ST  
APOPKA, FL 32703  
Fax:  
Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

#### 1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

#### 2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

#### 3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date

and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

#### 4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor assignee all amounts due and payable under the Lease.

## 5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

## 6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

## 7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

## 8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase

option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

## 9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.



## 10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

## 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected

to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

## 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

## 13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is

contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

#### 14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

#### 15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

#### 16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products.

This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

#### 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

#### 18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

#### 19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

#### 20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

#### 21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY FLORIDA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN ORANGE, FLORIDA, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT

TO A TRIAL BY JURY.

**22. MISCELLANEOUS.**

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in

any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

<p>EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.</p> <p><b>APOPKA, FLORIDA</b> "Lessee"</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p><b>Dell Financial Services L.L.C.</b> "Lessor"</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
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**Backup material for agenda item:**

9. Authorize a contract for the construction of Phase #1 of the Water Reclamation Facility Expansion and Improvements project.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Public Services  
 EXHIBITS: Exhibit B

**SUBJECT: CONSTRUCTION MANAGER-AT-RISK (CMAR) CONTRACT**

**REQUEST: AUTHORIZE THE MAYOR TO SIGN THE CONTRACT FOR CMAR CONSTRUCTION SERVICES FOR PHASE 1 OF THE WATER RECLAMATION FACILITY EXPANSION AND IMPROVEMENTS IN THE AMOUNT OF \$36,199,335.**

**SUMMARY:**

On May 18, 2016, the City Council approved the preconstruction services contract with Garney Construction Company to provide Construction Manager-at-Risk (CMAR) services for the Water Reclamation Facility expansion and improvements project. Staff has successfully negotiated with the CMAR to provide a Guaranteed Maximum Price (GMP) to provide construction services for this project.

This project will be completed in three phases, with a separate GMP for each phase. GMP #1 for the first phase of the project will include all earthwork and site preparation, installation of yard piping and the construction of treatment structures. The contract price for GMP #1/Phase #1 of the project is \$34,199,335, plus an Owner’s Contingency fund of \$2,000,000, for a total cost of \$36,199,335. When construction of this project is completed, the City will have 8 MGD (million gallons per day) of treatment capacity, over its current 4.5 MGD capacity. Additionally, the new treatment plant will provide full Biological Nutrient Removal (BNR) technology, which will provide the City with the ability to comply with stringent requirements from Department of Environmental Protection (DEP) to remove total nitrogen from the wastewater and improve the reclaimed water for distribution throughout the City’s utility service area within the Wekiva River Basin Protection Area. Completion of this project will also satisfy the Consent Order Agreement requirements between the City and DEP, and bring the City into full compliance with its DEP Operating Permits.

**FUNDING SOURCE:**

Capital Improvement Fund 403/Sewer Impact Fee Fund. Project funding will be reimbursed through the FDEP State Revolving Fund (SRF) Loan Program.

**RECOMMENDATION ACTION:**

Authorize the Mayor to execute the contract with Garney Construction Company for the construction of Phase #1 of the Water Reclamation Facility Expansion and Improvements project for \$36,199,335, including an Owner’s Contingency Fund of \$2,000,000.

**DISTRIBUTION**

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

**EXHIBIT B TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT  
GMP 1**

**PROJECT #: 2016-0005**

**PROJECT NAME: APOPKA WRF EXPANSION**

<b>PROPOSED PACKAGE SUMMARY</b>		<b>AMOUNT</b>
	CMAR Self-Perform Work	\$ 26,145,887
	Earthwork Package	\$ 2,751,259
	Material Testing Allowance	\$ 200,000
<b>PACKAGE TOTALS (Cost of the Work) CARRIED BELOW</b>		<b>\$ 29,097,146</b>

<b>GMP SUMMARY</b>				<b>AMOUNT</b>
A	Cost of the Work (Labor, Materials, Equipment, Warranty, Taxes)			\$ 29,097,146
B	CMAR's Contingency			\$ 1,000,000
<b>INDIRECT COSTS</b>				<b>RATE</b>
C	*Construction Fee		4.53%	\$ 1,548,451
D	*General Conditions		7.47%	\$ 2,553,738
	D1	*Payment and Performance Bond	\$ 122,398	0.36%
	D2	*Insurance	\$ 543,989	1.60%
E	Approx. Sales Taxes (Already Included in "A")			6.15% \$ 1,250,000
<b>F. Total GMP 1</b>				<b>\$ 34,199,335</b>
G. Owner's Contingency				\$ 2,000,000

\* Note: Future GMP presentations will contain the additional balance of C, D, D1 and D2.

**Backup material for agenda item:**

10. Award a pre-construction services contract to Miller Construction Management Inc., for the Fire Station 5 project.



# CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA  
\_\_\_\_ PUBLIC HEARING  
\_\_\_\_ SPECIAL REPORTS  
\_\_\_\_ OTHER:

MEETING OF: November 16, 2016  
FROM: Fire Department  
EXHIBITS: Contract

**SUBJECT: RFQ 2016-17 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES**

**REQUEST: AWARD A PRE-CONSTRUCTION SERVICES CONTRACT TO MILLER CONSTRUCTION MANAGEMENT INC., FOR THE FIRE STATION 5 PROJECT**

**SUMMARY:**

On September 26, 2016, the City received qualifications, data and expressions of interest for Construction Manager at Risk Services (CMAR) for the construction of the Fire Station 5 project. On October 19, 2016 Council was presented with the ranking of those submittals and staff was granted approval to proceed with negotiations to secure a Pre-Construction Services Contract. Staff has negotiated a favorable contract with Miller Construction Management Inc., using the Consultants Competitive Negotiations Act (CCNA).

The CMAR delivery method allows the City to hire a construction manager during the design process, and assist staff and the architect with the construction of this project. Miller Construction will seek initial subcontractor bids, material availability and pricing, provide preliminary budgets and time requirements, as well as alternative cost saving ideas so that an accurate estimate may be presented. A construction schedule and timeline will also be established.

Prior to design completion the City and the CMAR will negotiate a Guaranteed Maximum Price (GMP) for the construction, based on the defined scope and schedule. If the GMP is found to be acceptable, a Construction Services Contract with Miller Construction will be brought back to Council at a future date for approval.

**FUNDING SOURCE:**

Fire Suppression line as approved in the FY 2016/17 budget.

**RECOMMENDATION ACTION:**

Award the Pre-Construction Services Contract to Miller Construction Management Inc., in the amount of \$10,000.

**DISTRIBUTION**

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





**AIA**<sup>®</sup>

# Document A133™ – 2009

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the Seventeenth day of November in the year Two Thousand Sixteen  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status and address)*

City Of Apopka  
175 E. 5th Street  
Apopka, FL 32703

and the Construction Manager:  
*(Name, legal status and address)*

Miller Construction Management, Inc.  
502 N. Massachusetts Ave.  
Lakeland, FL 33801

for the following Project:  
*(Name and address or location)*

Apopka Fire Station #5  
Apopka, FL 32703

The Architect:  
*(Name, legal status and address)*

Lunz Prebor Fowler  
58 Lake Morton Drive  
Lakeland, FL 33801

The Owner's Designated Representative:  
*(Name, address and other information)*

Glenn Irby  
175 E. 5th Street  
Apopka, FL 32703

The Construction Manager's Designated Representative:  
*(Name, address and other information)*

Corey J. Miller

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

502 N. Massachusetts Ave.  
Lakeland, FL 33801  
Telephone Number: (863) 688-3060  
Fax Number: (863) 682-1242

Email Address: corey@millerconstructionmanagement.com

The Architect's Designated Representative:  
*(Name, address and other information)*

Bradley Lunz  
58 Lake Morton Drive  
Lakeland, FL 33801

The Owner and Construction Manager agree as follows.

Init.



## TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

#### § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

Init.



## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

### § 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

### § 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

### § 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

### § 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

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shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### § 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

### § 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

### § 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5

**A deadline by which the Owner must accept or decline the guaranteed maximum price.**

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

## § 2.3 Construction Phase

### § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

### § 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

#### § 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

#### § 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### ARTICLE 3 OWNER'S RESPONSIBILITIES

#### § 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information

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or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

### § 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### § 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:  
*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

\$10,000.00

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Four (4) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty Five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. *(Insert rate of monthly or annual interest agreed upon.)*

1.5 % One and One Half Percent Per Month

**ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

Not Applicable

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Not Applicable

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Not Applicable

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent ( 100 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Not Applicable		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

*(Insert specific provisions if the Construction Manager is to participate in any savings.)*

Not Applicable

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

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### § 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

### § 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements,

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customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

### § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

### § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### § 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

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§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 .

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

#### § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

#### § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

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**§ 6.9 Discounts, Rebates and Refunds**

**§ 6.9.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 6.9.2** Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 6.10 Related Party Transactions**

**§ 6.10.1** For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

**§ 6.10.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

**§ 6.11 Accounting Records**

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

**§ 7.1 Progress Payments**

**§ 7.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

**§ 7.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 7.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 20th day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty ( 20 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

Init.



§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of Ten percent ( 10 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Ten percent ( 10 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the

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documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

## ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

**Type of Insurance or Bond**

**Limit of Liability or Bond Amount (\$0.00)**

Init.



## ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction The prevailing party in any action, lawsuit, appeal or other legal proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys’ fees, costs, and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party.
- Other: *(Specify)*

### § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## ARTICLE 10 TERMINATION OR SUSPENSION

### § 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time

Init.



- of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;  
and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

#### § 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

#### § 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

### ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

#### § 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

#### § 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases. Venue for any action shall lie in Orange County, Florida.

Init.



#### § 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

#### § 11.5 Other provisions:

The Construction Manager shall maintain public records required by the Owner to perform the service.

Upon request from the Owner's custodian of public records, the Construction Manager shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

The Construction Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Construction Manager does not transfer the records to the Owner.

Upon completion of this contract, Construction Manager shall transfer, at no cost, to Owner all public records in possession of Construction Manager or keep and maintain public records required by Owner to perform the service. If the Construction Manager transfers all public records to Owner upon completion of the contract, Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Construction Manager keeps and maintains public records upon completion of the contract Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

**IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk's Office  
City of Apopka  
City Hall, 2<sup>nd</sup> Floor  
120 E Main Street  
Apopka, FL 32703

(407) 703-1704

#### **ARTICLE 12 SCOPE OF THE AGREEMENT**

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

Init.

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
Glenn Irby, City Manager  
(Printed name and title)



\_\_\_\_\_  
**CONSTRUCTION MANAGER** (Signature)

\_\_\_\_\_  
Corey J. Miller, President  
(Printed name and title)

Init.

# **Additions and Deletions Report for** **AIA® Document A133™ – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:04:25 on 11/09/2016.

## **PAGE 1**

**AGREEMENT** made as of the Seventeenth day of November in the year Two Thousand Sixteen

...

City Of Apopka  
175 E. 5th Street  
Apopka, FL 32703

...

Miller Construction Management, Inc.  
502 N. Massachusetts Ave.  
Lakeland, FL 33801

...

Apopka Fire Station #5  
Apopka, FL 32703

...

Lunz Prebor Fowler  
58 Lake Morton Drive  
Lakeland, FL 33801

...

Glenn Irby  
175 E. 5th Street  
Apopka, FL 32703

...

Corey J. Miller  
502 N. Massachusetts Ave.  
Lakeland, FL 33801  
Telephone Number: (863) 688-3060  
Fax Number: (863) 682-1242

## **PAGE 2**

Email Address: corey@millerconstructionmanagement.com



...

Bradley Lunz  
58 Lake Morton Drive  
Lakeland, FL 33801

**PAGE 5**

.5 A date,

A deadline by which the Owner must accept the Guaranteed Maximum Price, or decline the guaranteed maximum price.

**PAGE 8**

\$10,000.00

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Four (4) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**PAGE 9**

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty Five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

1.5 % One and One Half Percent Per Month

...

Not Applicable

...

Not Applicable

...

Not Applicable

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent ( 100 %) of the standard rate paid at the place of the Project.

...

Not Applicable

...

Not Applicable

**PAGE 12**

~~§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~

**PAGE 13**

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 20th day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty ( 20 ) days after the Architect receives the Application for Payment.

**PAGE 14**

- .3 Add the Construction Manager's Fee, less retainage of Ten percent ( 10 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Ten percent ( 10 %) from that portion of the Work that the Construction Manager self-performs;

**PAGE 16**

[ X ] Litigation in a court of competent jurisdiction The prevailing party in any action, lawsuit, appeal or other legal proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs, and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party.

**PAGE 17**

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases. Venue for any action shall lie in Orange County, Florida.

**PAGE 18**

The Construction Manager shall maintain public records required by the Owner to perform the service.

Upon request from the Owner's custodian of public records, the Construction Manager shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

The Construction Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Construction Manager does not transfer the records to the Owner.

Upon completion of this contract, Construction Manager shall transfer, at no cost, to Owner all public records in possession of Construction Manager or keep and maintain public records required by Owner to perform the service. If the Construction Manager transfers all public records to Owner upon completion of the contract, Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Construction Manager keeps and maintains public records upon completion of the contract Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk's Office  
City of Apopka  
City Hall, 2<sup>nd</sup> Floor  
120 E Main Street  
Apopka, FL 32703

(407) 703-1704

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- ~~.3~~ — AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following::
- ~~.4~~ — AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- ~~.5~~ — Other documents:  
(List other documents, if any, forming part of the Agreement.)

...

Glenn Irby, City Manager

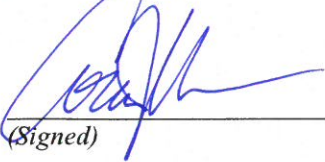
Corey J. Miller, President



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Corey J. Miller, President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:04:25 on 11/09/2016 under Order No. 9175767820\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

*PRESIDENT*  
\_\_\_\_\_  
(Title)

*11/11/16*  
\_\_\_\_\_  
(Dated)



**Backup material for agenda item:**

1. Final Development Plan – Canterwood Manor Assisted Living Facility (ALF) – Quasi-Judicial Moon

David



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Community Development  
 EXHIBITS: Vicinity/Aerial Maps  
 Site/Landscape Plan  
 Color Elevations  
 Photometric Plan

**SUBJECT:** CANTORWOOD MANOR AT APOPKA ALF – (MAJOR) FINAL DEVELOPMENT PLAN

**REQUEST:** APPROVAL OF THE CANTORWOOD MANOR AT APOPKA ALF FINAL DEVELOPMENT PLAN; AND ISSUANCE OF THE FINAL DEVELOPMENT ORDER.

**SUMMARY:**

OWNER: Robert K. Dunn, Et Al

DEVELOPER: MJM Associates, LLC

ENGINEER: Haskell Architects and Engineers P.A. – Myra W. Jones P.E.  
c/o David Knapp

LOCATION: 1791 Old Dixie Highway  
(North of Old Dixie Highway, East of Richard L. Mark Drive and South of Errol Parkway)

EXISTING USE: Vacant Land

EXISTING LAND USE: Residential Low-Medium Density (7.5 du/ac)

CURRENT ZONING: Planned Unit Development (PUD/R-3)

PROPOSED DEVELOPMENT: Assisted Living Facility (ALF) (125-bed facility)

TRACT SIZE: 6.99 +/- acres

**FUNDING SOURCE:**

N/A

**DISTRIBUTION**

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

**RELATIONSHIP TO ADJACENT PROPERTIES:**

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Low (0-5 du/ac)	PUD	Parkside at Errol, Ph. 3
East (City)	Residential Low (0-5 du/ac)	PUD	Parkside at Errol, Ph. 3
South (City)	Commercial	C-1	Lowes Home Retail Center
West (City)	Parks/Recreation\Residential Low (0-5 du/ac)	PR/PUD	Vacant wooded parcel; Villa Capri
North (City)	Residential Low (0-5 du/ac)	PUD	Parkside at Errol, Ph. 3

**ADDITIONAL COMMENTS:** The Cantorwood Manor at Apopka - Final Development Plan proposes a two-story 89,030 square feet assisted living facility.

**Parking and Access:** A total of 70 parking spaces are provided with four spaces reserved as handicapped parking space. There are two ingress/egress points to the site located along Old Dixie Hwy.

**Exterior Elevations:** The design of the building exterior meets the intent of the City’s Development Design Guidelines.

**Utility/Stormwater:** Site will be served by City water, sewer and reclaim water. The stormwater run-off and drainage will be accommodated by an on-site retention pond. The on-site stormwater management system is designed to meet standards set forth in the Land Development Code.

**Buffer/Tree Program:** The site has a thirty (30) foot wide landscape buffer along the east and northern boundaries abutting residential homes with a twenty-five (25) foot wide landscape buffer along Old Dixie Highway. The applicant has provided a detailed landscape and irrigation plan for the property. The planting materials and irrigation system design are consistent with the water-efficient landscape standards set forth in Ordinance No. 2069. There is no tree bank mitigation fee payment required for this site.

Total inches on-site: 294  
 Total inches removed: 0  
 Total Inches post development: 501

**RECOMMENDATION ACTION:**

The **Development Review Committee** recommends approval of the CANTORWOOD MANOR AT APOPKA - FINAL DEVELOPMENT PLAN, subject to the findings of this staff report.

**Planning Commission:** As the preliminary development plan has already been reviewed by the Planning Commission, the City’s development review process does not require review of the Final Development Plan by the Planning Commission.

**City Council Recommended Motion:** Approve the CANTORWOOD MANOR AT APOPKA - FINAL DEVELOPMENT PLAN, subject to the findings of this staff report; and issuance of the Final Development Order.

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

**Cantorwood Manor at Apopka**  
**MJM Associates, LLC**  
**Haskell Architects and Engineers P.A. c/o David Knapp**  
**North of Old Dixie Highway, east of Richard L. Mark Drive, and south of Errol Parkway**  
**Parcel ID #s: 05-21-28-0000-00-019, 05-21-28-0000-00-034,**  
**05-21-28-0000-00-035, 05-21-28-0000-00-041**  
**6.99 +/- Acres**

**VICINITY MAP**







# AERIAL MAP



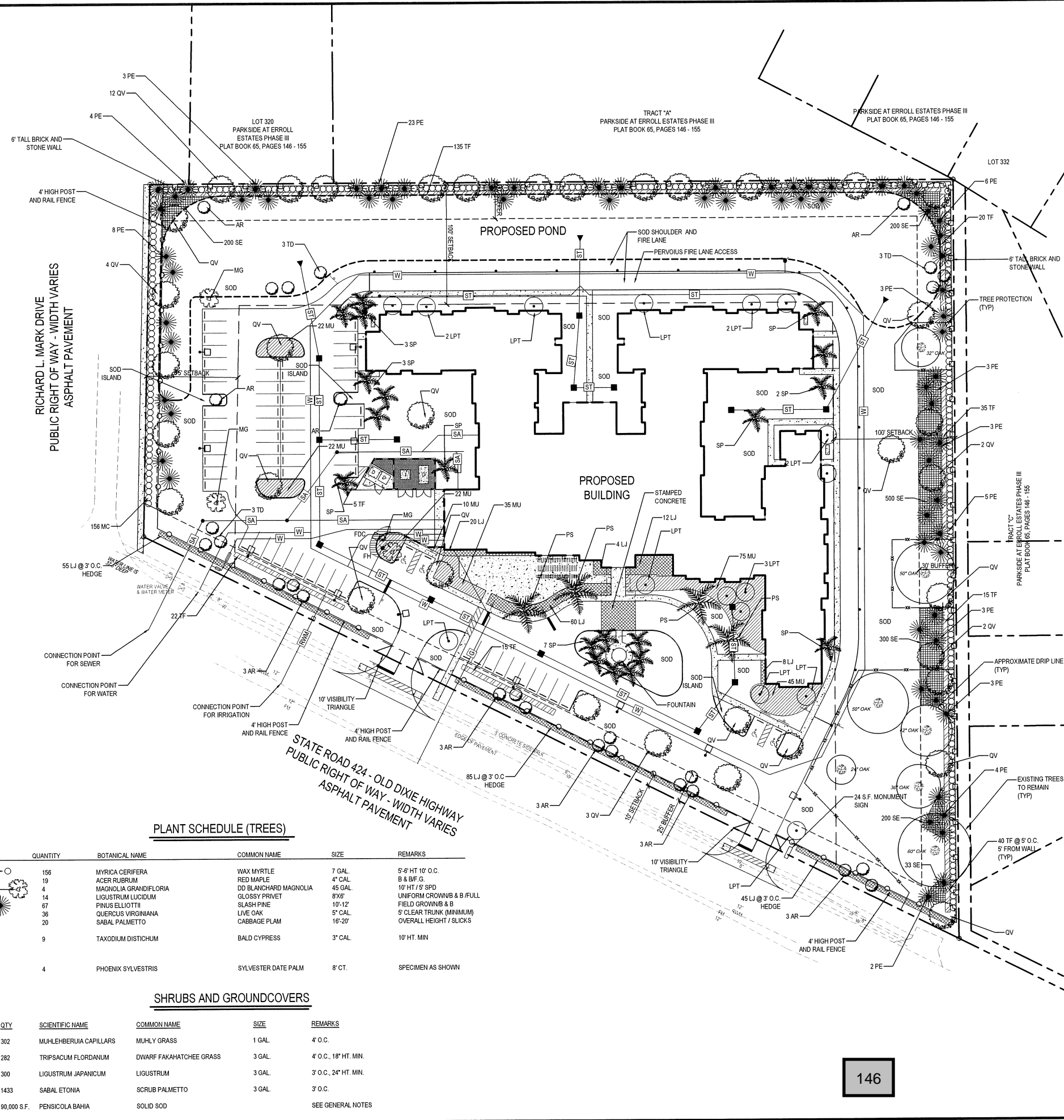








XREF: THCC2436\_MJM\_APOPKA-1000 [L: GHP Projects\42000 Canterwood Manor Assisted Living\201 Design\20 AutoCAD\B\THCC2436\_MJM\_APOPKA-1000.dwg]  
 XREF: 42002010M-01 [L: GHP Projects\42000 Canterwood Manor Assisted Living\201 Design\20 AutoCAD\C\42002010M-01.dwg]  
 XREF: 42002010M-01 [L: GHP Projects\42000 Canterwood Manor Assisted Living\201 Design\20 AutoCAD\C\42002010M-01.dwg]  
 XREF: 42000201LM-01 [L: GHP Projects\42000 Canterwood Manor Assisted Living\201 Design\20 AutoCAD\C\42000201LM-01.dwg]



**LANDSCAPE TABULATIONS:**

**GENERAL REQUIREMENTS**  
 APOPKA LAND DEVELOPMENT CODE APPLIES  
 CHAPTER 24, LANDSCAPING, BUFFERING AND OPEN SPACE

**LANDSCAPE ADJACENT TO STREET RIGHT-OF-WAY**  
 (1 CANOPY TREE PER 30 L.F. AND 36" HEDGE)

**SOUTH PROPERTY LINE 747' - 60" (IMPERVIOUS) = 687'**  
 TREES REQUIRED = 20 CANOPY  
 TREES PROVIDED = 30 CANOPY

**LANDSCAPE ADJACENT TO OTHER PROPERTIES**  
 (1 CANOPY TREE PER 35 L.F.)

**NORTH PROPERTY LINE 661'**  
 TREES REQUIRED = 19 CANOPY  
 TREES PROVIDED = 39 CANOPY

**EAST PROPERTY LINE 624'**  
 TREES REQUIRED = 18 CANOPY  
 TREES PROVIDED = 38 CANOPY + 5 EXISTING

**WEST PROPERTY LINE 290'**  
 TREES REQUIRED = 8 CANOPY  
 TREES PROVIDED = 13 CANOPY

**TREE REMOVAL AND REPLACEMENT**

- TOTAL TREE INCHES ON-SITE = 224"
- TOTAL TREE INCHES REMOVED = 0"
- MAXIMUM TREE STOCK REPLACED = N.A.
- MAXIMUM TREE STOCK FORMULA AND CALCULATIONS = N.A.
- QUANTITY OF SPECIMEN TREES (23" OR GREATER) BEING REMOVED = 0"
- SITE CLEARING AREA IN SQUARE FEET AND ACRES = 293,825 S.F., 6.7 ACRES.
- NO TREES ON SITE ARE TO BE REMOVED. NON - SURVEYED PALMS ARE TO BE RELOCATED TO THE PROVIDED LOCATIONS.

**GENERAL NOTES:**

- ADDITIONAL TREES OR SHRUBS MAY BE ADDED TO THE FINAL DEVELOPMENT PLAN TO SCREEN ADJACENT RESIDENTIAL AREAS IF DETERMINED NECESSARY.
- ALL LANDSCAPE AREAS TO RECEIVE 100% COVERAGE FROM AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN SENSOR.
- IRRIGATION RAINERS ARE NOT ALLOWED POP-UP SPRAY HEADS ONLY.
- REFER TO ORDINANCE NO. 2069 MICRO IRRIGATION FOR PLANT BED/TREES AND MUST BE SEPARATED FROM TURF IRRIGATION.
- LANDSCAPE CONTRACTORS SHALL BE RESPONSIBLE FOR SQUARE FOOT ESTIMATES OF ALL SOD AND MULCH.

**LEGEND**

- TREE TO BE REMOVED
- TREE PROTECTION AT TREES TO BE SAVED

**TREES TO BE SAVED:**

- OAK - 24" OAK - 32" OAK - 36"
- OAK - 42" OAK - 50" OAK - 50"
- OAK - 60"

TOTAL = 294"

**LANDSCAPE AND IRRIGATION DESIGN**

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

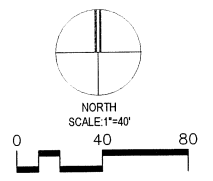
SIGNATURE \_\_\_\_\_ REG. NO. \_\_\_\_\_ DATE \_\_\_\_\_

**PLANT SCHEDULE (TREES)**

KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
MC	156	MYRTICA CERIFERA	WAX MYRTLE	7 GAL.	5'-6" HT 10' O.C.
AR	19	ACER RUBRUM	RED MAPLE	4" CAL.	B & B/F.G.
MG	4	MAGNOLIA GRANDIFLORA	DD BLANCHARD MAGNOLIA	45 GAL.	10' HT / S SPD
LP	14	LIGUSTRUM LUCIDUM	GLOSSY PRIVET	8"x6"	UNIFORM CROWN/B & B/FULL
PE	67	PINUS ELLIOTTII	SLASH PINE	10'-12"	FIELD GROWN/B & B
QV	36	QUERCUS VIRGINIANA	LIVE OAK	5" CAL.	5' CLEAR TRUNK (MINIMUM)
SP	20	SABAL PALMETTO	CABBAGE PLAM	16'-20'	OVERALL HEIGHT / SLICKS
TD	9	TAXODIUM DISTICHUM	BALD CYPRESS	3" CAL.	10' HT. MIN
PS	4	PHOENIX SYLVESTRIS	SYLVESTER DATE PALM	8" CT.	SPECIMEN AS SHOWN

**SHRUBS AND GROUNDCOVERS**

SYM	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS
MU	302	MUHLEBERGIA CAPILLARS	MUHLY GRASS	1 GAL.	4 O.C.
TF	282	TRIPSACUM FLORIDANUM	DWARF FAKAHATCHEE GRASS	3 GAL.	4 O.C., 18" HT. MIN.
LJ	300	LIGUSTRUM JAPANICUM	LIGUSTRUM	3 GAL.	3 O.C., 24" HT. MIN.
SE	1433	SABAL ETONIA	SCRUB PALMETTO	3 GAL.	3 O.C.
SOD	90,000 S.F.	PENSICOLA BAHIA	SOLID SOD		SEE GENERAL NOTES



W. W. JONES, P.E.  
 CIVIL ENGINEER

**HASKELL ARCHITECTS and ENGINEERS, P.A.**  
 FLORIDA - Architecture # AA2800847 Engineering # 28064  
 111 Riverside Avenue  
 Jacksonville, Florida 32202  
 Phone # (904) 791-6500

CANTERWOOD MANOR AT APOPKA  
**MJM ASSOCIATES**  
 1791 STATE ROAD 424, APOPKA, FL 32712

NO.	DESCRIPTION	DATE
	FINAL DRC 2	10/20/16
	FINAL DRC	09/29/16
	PRELIM DRC 2	08/11/16
	PRELIM DRC	07/28/16

We hereby expressly reserve the property rights to this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

DRAWN BY: EWL  
 CHECKED BY: EWL

AE JOB NUMBER  
 42000201  
**LANDSCAPE PLAN**

**L-110**  
 SHEET NUMBER









OVERALL BUILDING ELEVATION - NORTH



OVERALL BUILDING ELEVATION - EAST



OVERALL BUILDING ELEVATION - WEST



OVERALL BUILDING ELEVATION - SOUTH



ENLARGED BUILDING ELEVATION - SOUTH

M. ELIZABETH LINTZ  
PROJECT ARCHITECT

**HASKELL ARCHITECTS and ENGINEERS, P.A.**  
FLORIDA - Architecture # A-26000847 Engineering # 26064

111 Riverside Avenue  
Jacksonville, Florida 32202  
Phone # (904) 791-4500



CANTERWOOD MANOR AT APOPKA

**MJM ASSOCIATES**

1791 STATE ROAD 424, APOPKA, FL 32712

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

3	FINAL DRC 2	10/20/16
2	PRELIM DRC 2	8/11/16
1	PRELIM-DRC	7/28/16
No.	DESCRIPTION	DATE

We hereby expressly reserve the property rights to this drawing and it is not to be reproduced, copied in any format or manner whatsoever without first obtaining our express written permission and consent.

DRAWN	CHECKED
MEL	MEL

AE JOB NUMBER  
42000201

Elevations

**A200**  
SHEET NUMBER

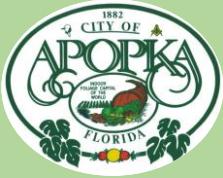




**Backup material for agenda item:**

1. Ordinance No. 2524 – Second Reading – Small Scale Future Land Use Amendment - Legislative Wilkes

Kyle



**CITY OF APOPKA  
CITY COUNCIL**

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

MEETING OF: November 16, 2016  
 FROM: Community Development  
 EXHIBITS: Land Use Report  
 Vicinity Map  
 Adjacent Zoning Map  
 Adjacent Uses Map  
 Existing Uses  
 Ordinance No. 2524

**SUBJECT: ORDINANCE NO. 2524 – COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND USE AMENDMENT – APOPKA HOLDINGS, LLC**

**REQUEST: SECOND READING OF ORDINANCE NO. 2524 – SMALL SCALE – FUTURE LAND USE AMENDMENT – APOPKA HOLDINGS, LLC – FROM “COUNTY” LOW DENSITY RESIDENTIAL (0-4 DU/AC) TO “CITY” OFFICE (MAX. 0.3 FAR) (PARCEL ID NOS. 09-21-28-0197-10-211; 09-21-28-0197-10-213)**

**SUMMARY:**

OWNER/APPLICANT: Apopka Holdings LLC

LOCATION: 1120 Clarcona Road & 1124 S Park Avenue

EXISTING USE: Vacant Boarding House and Single-Family Residence

CURRENT ZONING: “County” R-3 (ZIP)

PROPOSED DEVELOPMENT: Mental health and rehabilitation clinic, including inpatient residential treatment

PROPOSED ZONING: “City” PUD-PO/I-Residential (Professional Office/Institutional Residential) (Note: this Future Land Use Map amendment request is being processed along with a request to change the Zoning Map designation from “County”A-1 (ZIP) to “City” PUD/PO/I/Residential.)

TRACT SIZE: 0.52 +/- acres

MAXIMUM ALLOWABLE DEVELOPMENT UNDER ZONING DISTRICT: EXISTING: 29 bed boarding house and a single family house  
 PROPOSED: 1,933 sq. ft. medical office facility and 6,896 sq. ft. inpatient rehabilitation and residential facility for up to 40 patients.

**FUNDING SOURCE: N/A**

**DISTRIBUTION**

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

**ADDITIONAL COMMENTS:** Presently, the subject property has not yet been assigned a “City” Future Land Use Designation or a “City” zoning category. Applicant is requesting the City to assign a future land use designation of Office (max FAR of 0.3) to the property.

The subject properties were annexed into the City of Apopka on February 17, 2016, through the adoption of Ordinance No. 2387. The proposed Small-Scale Future Land Use Amendment is being requested by the owner/applicant. Pursuant to Florida law, properties containing less than ten acres are eligible to be processed as a small-scale amendment. Such process does not require review by State planning agencies.

A request to assign a Future Land Use Designation of Office is compatible with the designations assigned to abutting properties. The FLUM application covers approximately 0.52 acres.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Land Use Report). Based on the findings of the Zoning report, the proposed FLUM amendment is compatible with the surrounding and nearby land uses and the character of the general area.

**COMPREHENSIVE PLAN COMPLIANCE:** The existing and proposed use of the property is consistent with the Office (max FAR 0.3) Future Land Use designation and the City’s proposed PUD/PO/I/Residential Zoning so long as existing building floor area is not expanded above on the existing land area comprising the subject site.

**SCHOOL CAPACITY REPORT:** Because this Change of Zoning represents a change to a non-residential underlying zoning classification and any residential is ancillary to medical treatment, notification of Orange County Public Schools is not required.

**ORANGE COUNTY NOTIFICATION:** The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on January 8, 2016.

**PUBLIC HEARING SCHEDULE:**

- October 11, 2016 - Planning Commission (5:30 pm)
- November 2, 2016 - City Council (1:30 pm) - 1st Reading
- November 16, 2016 – City Council (7:00 pm) - 2nd Reading

**DULY ADVERTISED:**

- September 30, 2016 – Public Notice and Notification
- November 4, 2016 – ¼ Page w/Map Ordinance Heading Ad

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**RECOMMENDATION ACTION:**

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and recommends approval of the change in Future Land Use from “County” Low Density Residential (0-4 du/ac) to “City” Office (max FAR 0.3) for the property owned by Apopka Holdings LLC and located at 1120 Clarcona Road & 1124 S Park Avenue.

The **Planning Commission**, at its meeting on October 11, 2016, recommended approval (5-1) of the change in Future Land Use from “County” Low Density Residential (0-4 du/ac) to “City” Office (max FAR 0.3) for the property owned by Apopka Holdings LLC and located at 1120 Clarcona Road & 1124 S Park Avenue, subject to the findings in the staff report.

The **City Council**, at its meeting on November 2, 2016, accepted the First Reading of Ordinance No. 2524 by a vote of 4 to 1, and held it over for Second Reading and Adoption on November 16, 2016.

Adopt Ordinance No. 2524.

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



**LAND USE REPORT**

**I. RELATIONSHIP TO ADJACENT PROPERTIES:**

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Low (0-5 du/ac)	R-3	Church
East (County)	Low Density Residential (0-4 du/ac)	R-3	Single-family residential & vacant residential
South (County)	Low Density Residential (0-4 du/ac)	R-3	Single family residence
West (County)	Low Density Residential (0-4 du/ac)	R-3	Church and single family residential

**II. LAND USE ANALYSIS**

The applicant intends to redevelop the property for use as a mental health and substance abuse treatment facility, including inpatient residential care. The proposed future land use of Office and use for the property is compatible with the general character of the surrounding neighborhood. Predominant land uses in the abutting and surrounding area are single family residential and religious facilities. Commercial and industrial uses occur in the general vicinity to the north and south along Park Avenue\Clarcona Avenue.

North: Abutting the subject property to the north and along Park Avenue are: a private park owned by the St. Paul AME Church, the St. Paul Church, and then parcels zoned C-1 commercial and I-1 industrial. Industrial-zoned property is located 250 feet to the north along Park Avenue, on the east side of Park Avenue. This industrial-zoned property is currently vacant along Park Avenue. Parcels abutting to the north are used for a church – the St. Paul African Methodist Episcopal Church. The commercial-zoned properties are occupied by vacant single family homes, Bethel Baptist Church, or occupied single family residential.

West: Lighthouse Tabernacle church abuts part of the western (rear) property line, and single family residential abuts the northern half of the subject site’s western property lines. Northwest of the site is New Hope Baptist Church.

South: Single family homes abut the subject property directly to the south. While the areas to the south are predominantly single family residential, commercial-zoned nodes do occur approximately 600 feet away.

East: Apopka Holdings LLC, the applicant, recently purchased the two parcel directly to the northeast, on the other side of Clarcona Avenue\Park Avenue. Single family homes are located on the parcels to the southeast.

The proposed future land use designation of “City” Office serves as a transitional land use between the residential uses to the east, south and west, and to the institutional, commercial and industrial zoning and uses to the north and northeast of the subject properties.

Other Information:

Wekiva River Protection Area: No

Area of Critical State Concern: No

DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is located within “Core Area” of the JPA.

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

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

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

Analysis of the character of the Property: The property fronts Clarcona Rd\Park Avenue. The vegetative communities present are urban; the soils present are Candler fine sand; and no wetlands occur on the site, and the terrain has a 0-5 percent slope.

The proposed amendment is consistent with the Comprehensive Plan, including Policy 3.1.j Office Future Land Use designation.

Analysis of the relationship of the amendment to the population projections: The proposed future land use designation for the Property is Office (max FAR 0.3). Based on the housing element of the City's Comprehensive Plan, this amendment will increase the City's future population.

**CALCULATIONS:**

ADOPTED (County designation): 2 Unit(s) x 2.659 p/h = 5 persons

PROPOSED (City designation): N/A

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

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

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

Potable Water, Reclaimed Water & Sanitary Sewer Analysis: The subject property is located within the Orange County Utilities service area for potable water, reclaimed water and sanitary service. The property owner will need to provide a letter from Orange County Utilities demonstrating available capacity prior to submittal of any development plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 81 GPD/Capita;  
81 GPD / Capita

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

2. Projected total demand under existing designation: 392 GPD
3. Projected total demand under proposed designation: 1921 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 81 GPD/Capita
6. Projected LOS under proposed designation: 81 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

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

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

2. Projected total demand under existing designation: 908 GPD
3. Projected total demand under proposed designation: 2561 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 177 GPD/Capita
6. Projected LOS under proposed designation: 177 GPD/Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment: None
8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider: City of Apopka
3. Projected LOS under existing designation: 20 lbs./person/day
4. Projected LOS under proposed designation: 25 lbs./day/1000 sf
5. Improved/expansions already programmed or needed as a result of the proposed amendment: None

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

Infrastructure Information

Water treatment plant permit number: CUP No. 3217  
Permitting agency: St. John's River Water Management District  
Permitted capacity of the water treatment plant(s): 21,981 GPD  
Total design capacity of the water treatment plant(s): 33,696 GPD  
Availability of distribution lines to serve the property: Yes  
Availability of reuse distribution lines available to serve the property: No

Drainage Analysis

1. Facilities serving the site: None
2. Projected LOS under existing designation: 100 year - 25 hour design storm
3. Projected LOS under proposed designation: 100 year - 25 hour design storm
4. Improvement/expansion: On-site retention/detention pond

Recreation

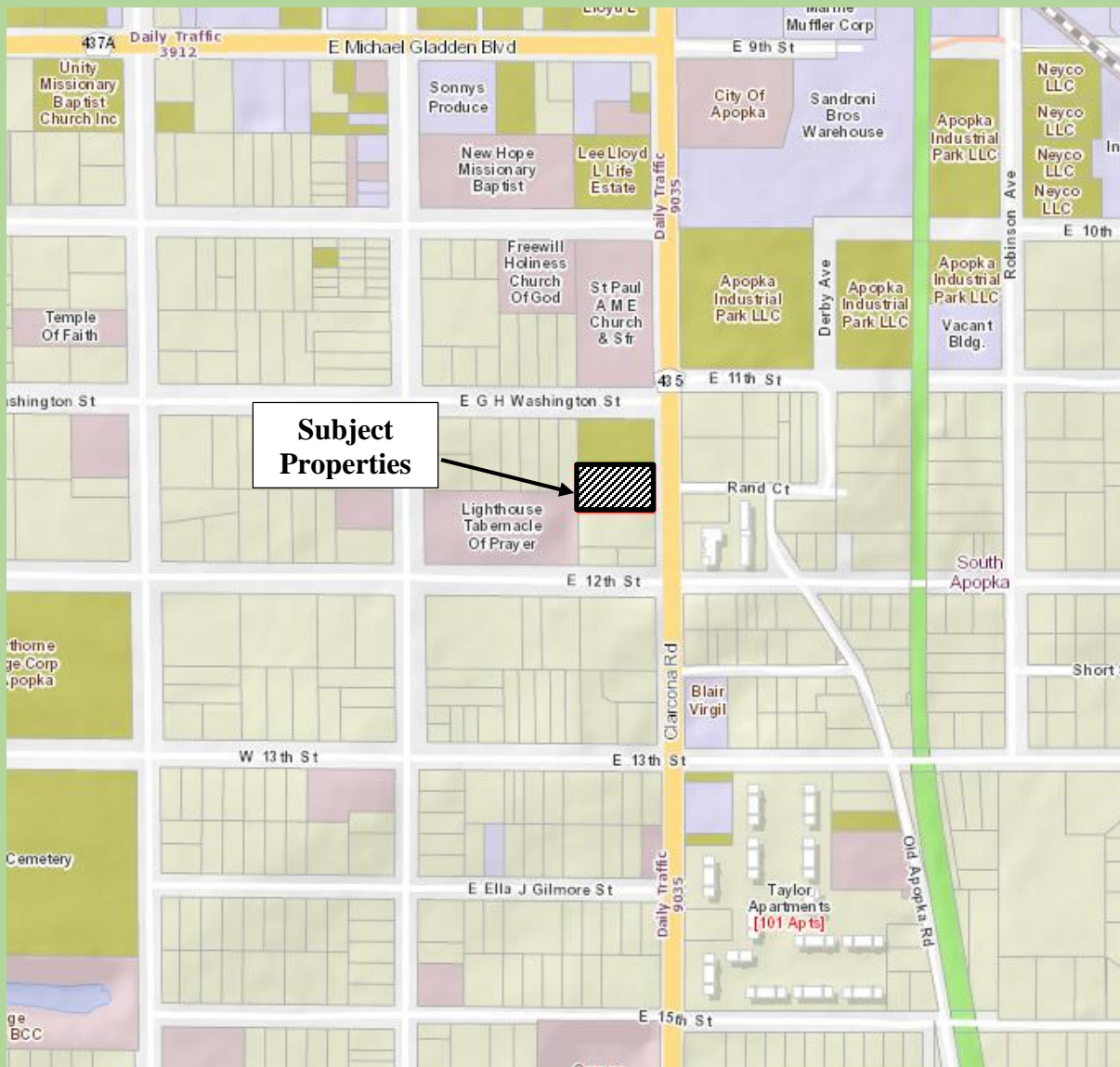
1. Facilities serving the site; LOS standard: City of Apopka Parks System; 3 AC/1000 capita
2. Projected facility under existing designation: 0.015 AC
3. Projected facility under proposed designation: N/A AC
4. Improvement/expansions already programmed or needed as a result of the proposed amendment: None

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



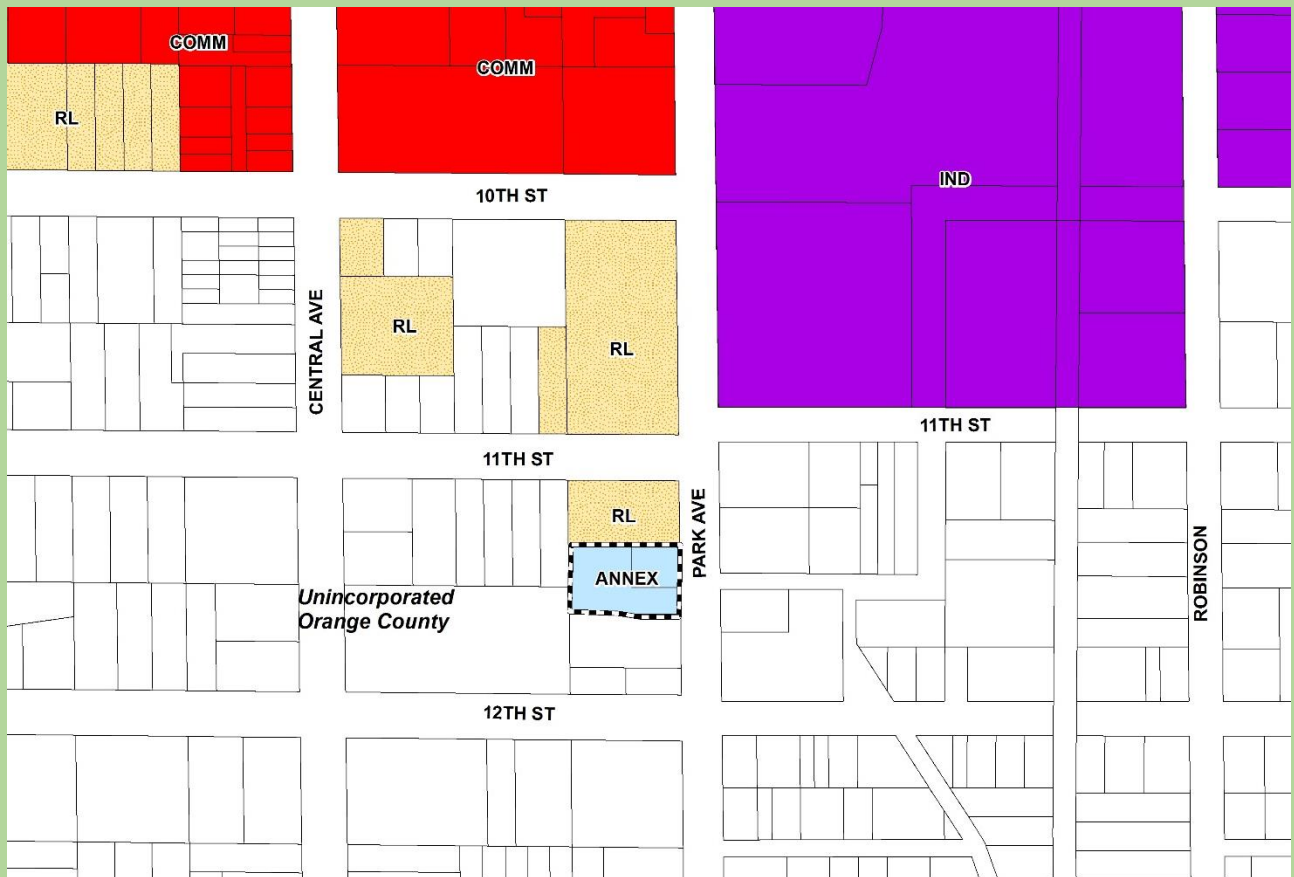
**Apopka Holdings LLC**  
**1120 & 1124 Clarcona Road**  
**0.52 +/- Acres**  
**Existing Maximum Allowable Development: 2 dwelling units**  
**Proposed Maximum Allowable Development: 8,829 sq. ft.**  
**Proposed Small Scale Future Land Use Change**  
**From: "County" Low Density Residential (0-4 du/ac)**  
**To: "City" Office (max FAR 0.3)**  
**Proposed Zoning Change**  
**From: "County" R-3 (ZIP)**  
**To: "City" PUD/PO/I/Residential**  
**Parcel ID #: 09-21-28-0197-10-211 & 09-21-28-0197-10-213**

### VICINITY MAP





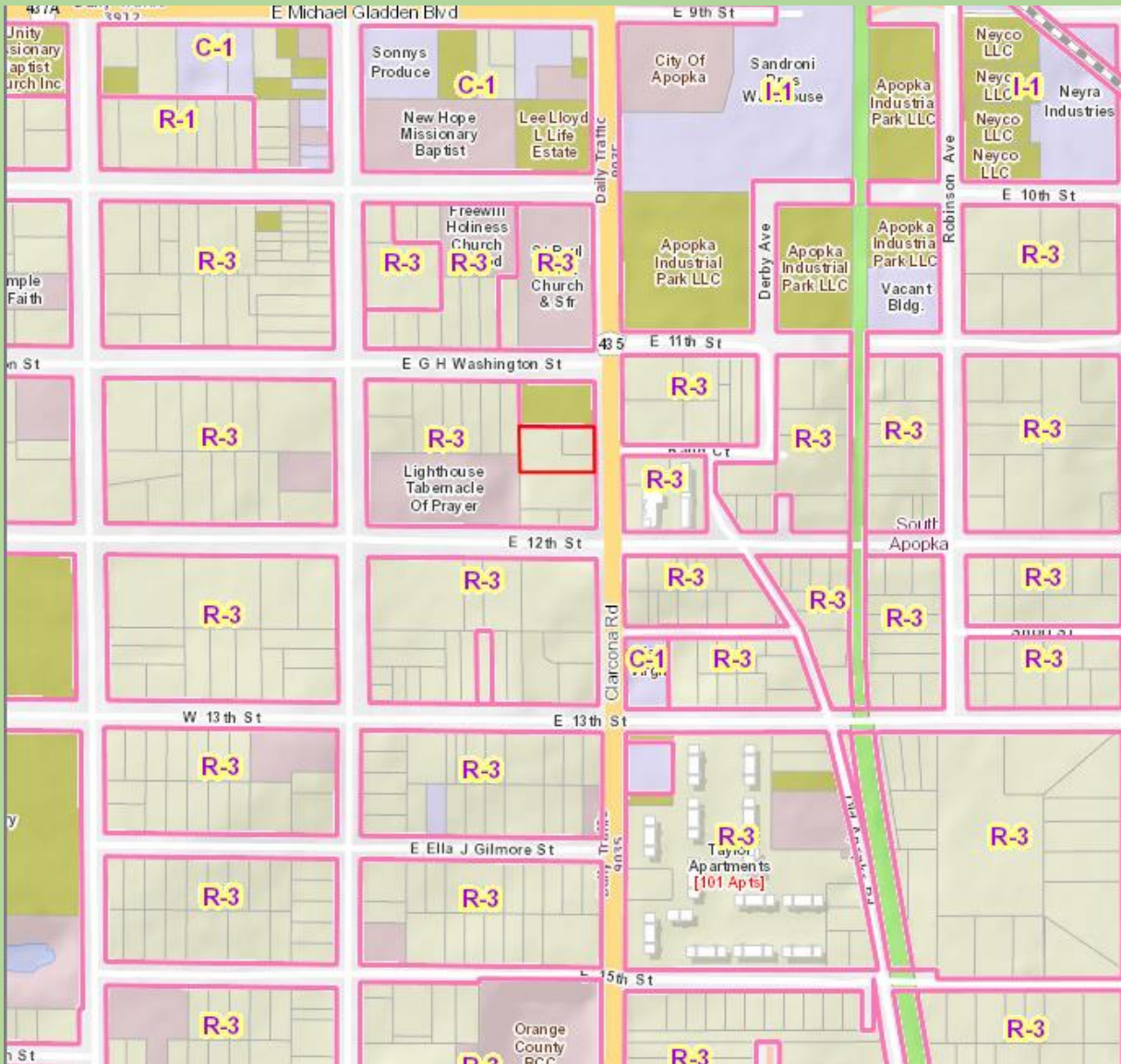
### FUTURE LAND USE MAP



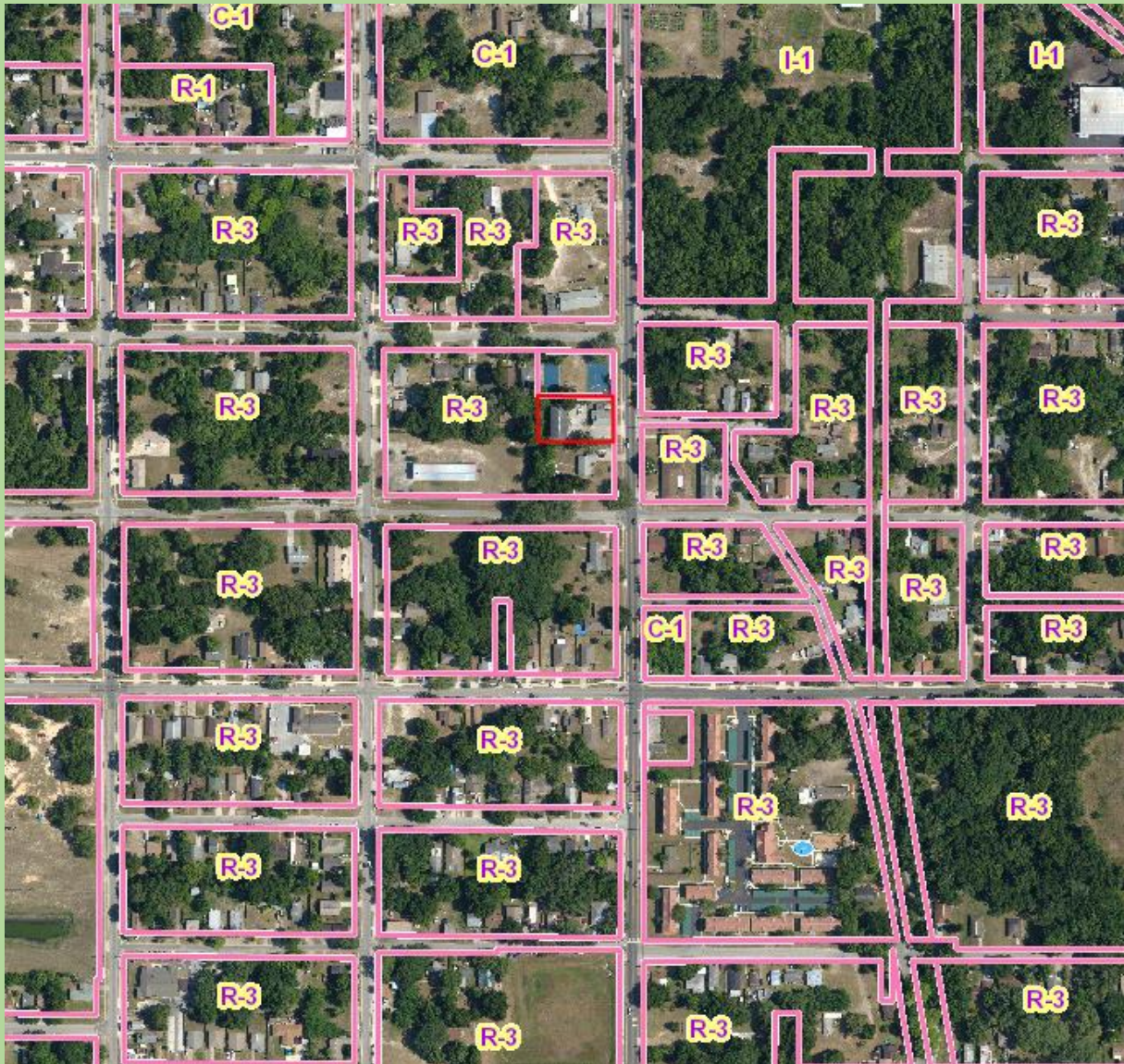




### ADJACENT ZONING



ADJACENT USES







**EXISTING USES**



## **ORDINANCE NO. 2524**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” LOW DENSITY RESIDENTIAL (0-4 DU/AC) TO “CITY” OFFICE (MAX. FAR 0.30), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF SOUTH PARK AVENUE, EAST OF SOUTH CENTRAL AVENUE, SOUTH OF E G H WASHINGTON STREET, NORTH OF EAST 12<sup>TH</sup> STREET, COMPRISING 0.52 ACRES MORE OR LESS, AND OWNED BY APOPKA HOLDINGS, LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 2520 on October 19, 2016; and

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

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

### **Section I. Purpose and Intent.**

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

### **Section II. Future Land Use Element.**

Page 1-15 (Map 1-3) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 2520, is amended in its entirety to change the land use from “County” Low Density Residential (0-4 du/ac) To “City” Office (Max. FAR 0.30), for certain real property generally located west of South Park Avenue, east of South Central Avenue, south of E G H Washington Street, north of East 12<sup>th</sup> Street, comprising 0.52 acres more or less, and owned by Apopka Holdings, LLC; as further described in Exhibit “A” attached hereto.

### **Section III. Applicability and Effect.**

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

### **Section IV. Severability.**

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

**ORDINANCE NO. 2524**  
**PAGE 2**

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

**Section VI. Effective Date.**

This Ordinance shall become effective upon adoption.

**ADOPTED** at a regular meeting of the City Council of the City of Apopka, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

READ FIRST TIME: November 2, 2016

READ SECOND TIME  
AND ADOPTED: November 16, 2016

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

ATTEST:

\_\_\_\_\_  
Linda Goff, City Clerk

DULY ADVERTISED FOR HEARING: September 30, 2016  
November 4, 2016

# EXHIBIT "A"

## ORDINANCE NO. 2524

**Apopka Holdings LLC**  
**1120 & 1124 Clarcona Road**  
**0.52 +/- Acres**

**Existing Maximum Allowable Development: 2 dwelling units**

**Proposed Maximum Allowable Development: 8,829 sq. ft.**

**Proposed Small Scale Future Land Use Change**

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

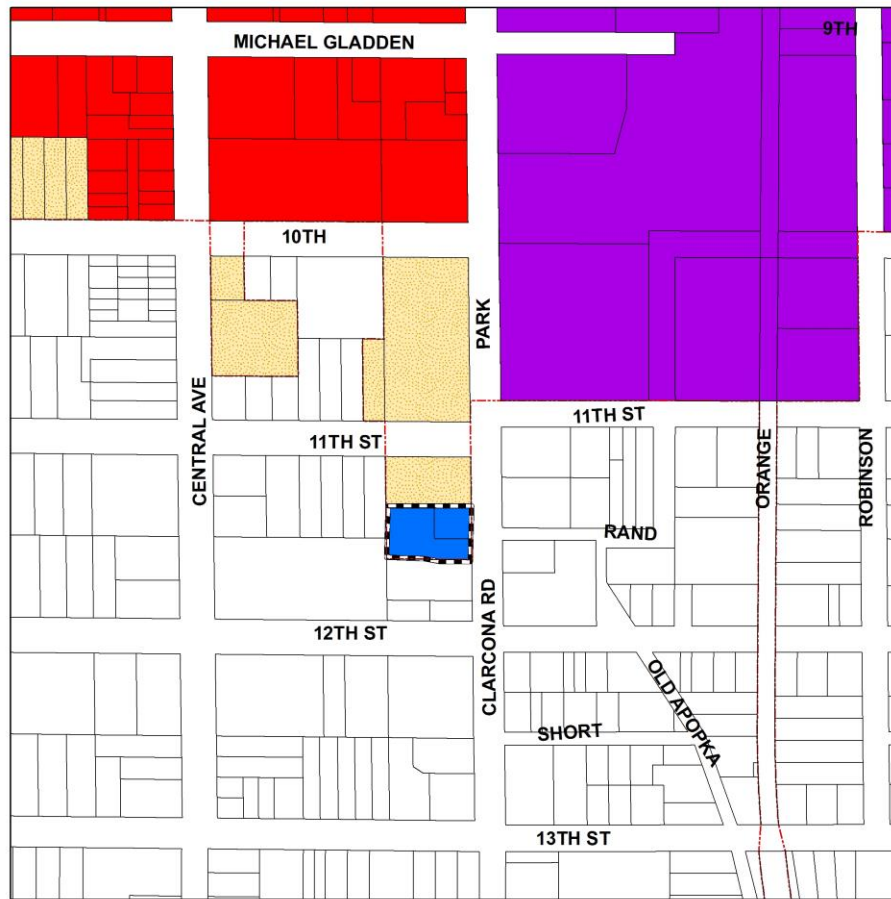
**To: "City" Office (max FAR 0.3)**

**Proposed Zoning Change**

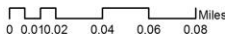
**From: "County" R-3 (ZIP)**

**To: "City" PUD/PO//Residential**

**Parcel ID #: 09-21-28-0197-10-211 & 09-21-28-0197-10-213**



**City of Apopka  
 Future Land Use Map**



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

**Legend**

- Subject Sites
- City Boundary
- JPA Boundary
- Future Land Use**
- Agriculture
- Agriculture Estates
- Agriculture Homestead
- Rural Settlement
- Res. Estates
- Res. Very Low Suburban
- Res. Low Suburban
- Res. Low
- Res. Medium Low
- Res. Medium
- Res. High
- Mixed Use
- Mixed Use\*
- Office
- Commercial
- Commercial\*
- Industrial
- Industrial\*
- Institutional/Public Use
- Conservation
- Parks/Recreation
- ANNEX





**Backup material for agenda item:**

2. Ordinance No. 2525 – Second Reading – Change of Zoning - Quasi-Judicial Wilkes

Kyle



**CITY OF APOPKA  
CITY COUNCIL**

     CONSENT AGENDA  
  X   PUBLIC HEARING  
     SPECIAL REPORTS  
  X   OTHER: Ordinance

MEETING OF: November 16, 2016  
FROM: Community Development  
EXHIBITS: Zoning Report  
Vicinity Map  
Adjacent Zoning Map  
Adjacent Uses Map  
Existing Use Map  
Ordinance No. 2525  
Exhibit "A" - Site Plan

**SUBJECT: CHANGE OF ZONING – APOPKA HOLDINGS, LLC**

**REQUEST: SECOND READING OF ORDINANCE NO. 2525 – CHANGE OF ZONING – APOPKA LAND HOLDINGS, LLC FROM “COUNTY” R-3 (RESIDENTIAL) TO “CITY” PLANNED UNIT DEVELOPMENT (PUD-PO/I-RESIDENTIAL) (MAX. 0.30 FAR). (PARCEL ID #S: 09-21-28-0197-10-211; 09-21-28-0197-10-213)**

**SUMMARY:**

OWNER/APPLICANT: Apopka Holdings, LLC  
LOCATION: 1120 Clarcona Rd & 1124 S Park Ave  
EXISTING USE: Vacant rooming house (29 beds) and vacant single-family residential (per Orange County Property Appraiser’s records.)  
FLUM DESIGNATION: “County” Low Density Residential (0 – 4 du/ac)  
CURRENT ZONING: “County” R-3 (ZIP)  
PROPOSED DEVELOPMENT: Mental health and substance abuse rehabilitation clinic, includes inpatient residential treatment  
PROPOSED ZONING: Planned Unit Development (PUD-PO/I-Residential) (Note: this Change of Zoning request is being processed along with the request to change the Future Land Use Map designation to “City” Office)  
TRACT SIZE: 0.52 +/- acres  
MAXIMUM ALLOWABLE DEVELOPMENT UNDER ZONING DISTRICT: EXISTING: 29 bed boarding house and a single family house  
PROPOSED: 1,933 sq. ft. medical office facility and 6,896 sq. ft. inpatient rehabilitation facility for up to 40 residential patients. (The current floor area ratio of existing buildings is 0.389, while the max. floor area ratio for the zoning district is 0.30 or 6,795 sq. ft.)

**FUNDING SOURCE: N/A**

**DISTRIBUTION**

Mayor Kilsheimer  
Commissioners  
City Administrator  
Community Development Director

Finance Director  
HR Director  
IT Director  
Police Chief

Public Services Director  
Recreation Director  
City Clerk  
Fire Chief

**ADDITIONAL COMMENTS:** The subject were annexed into the City of Apopka on February 17, 2016, through the adoption of Ordinance No. 2488. The proposed change of zoning is being requested by the owner.

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

The applicant proposes to redevelop the property for use as a mental health and substance abuse rehabilitation center with inpatient care. An existing 1,933 sq. ft. single-family house will be converted to office and rehabilitation services, and the existing rooming house (29 bed capacity; 6,896 sq. ft.) will be converted to a residential facility for up to 40 resident patients. In addition, a community bathroom facilities, kitchen, and dining facilities will be provided inside an enclosed building. With a maximum floor area ratio standard of 0.30, a maximum of 6,795 sq. ft. of building floor area is allowed on the .52 acre site. The combined floor area of the two existing buildings is 8,829 sq. ft. or 2,033 square feet above the maximum allowed for acreage on this property. The current floor area ratio of existing buildings is 0.389, while the maximum floor area ratio for the zoning district is 0.30. Existing buildings cannot be expanded or additional buildings constructed until additional land is added to the subject site to meet the 0.30 FAR.

Small parcel size and use of existing buildings prevents sufficient space to accommodate the necessary parking spaces to meet anticipated demand. Temporary off-site parking is proposed at the New Hope Baptist Church on

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

- A. The uses permitted within the PUD district shall be: all such uses permitted within the PO\I (Professional Office/Institutional PO\I (zoning category) except for following PO\I uses shall be prohibited:
  - 1. Hospitals, museums, libraries or cultural institutions;
  - 2. Retail establishments, including those for the sale of pharmaceutical, medical and dental supplies or other hospital-related items;
  - 3. Boarding or rooming house(s);
  - 4. The use of medical marijuana for treatment purposes unless authorized by State law or a medical marijuana ordinance approved by City Council;
  - 5. All other uses listed as prohibited within the Professional Office/Institutional zoning district;
  - 6. All uses permitted through a special exception within the Professional Office/Institutional zoning district.
  
- B. Over-night inpatient rooming facilities shall be permitted as an ancillary use if the site is used for medical care; all other residential uses shall be prohibited. Permitted residential shall be limited as follows:
  - 1. Full-time residential shall be permitted for an on-site caretaker or property manager.
  - 2. Residents at the site shall only be patients served by the on-site medical services.
  - 3. Residents typically will not have automobiles parked at the residential facilities. All on-site parking

or satellite parking shall be identified at the Master Plan/Final Development Plan.

- C. If the Master Plan/Final Development Plan associated with the PUD district has not been issued a certificate of completion by the City within two years from the effective date of this ordinance, the approval of the Final Development Plan will expire. At such time, the City Council may:
1. Permit a single six-month extension for Master Plan/Final Development Plan;
  2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Final Development provisions and any conditions of approval; or
  3. Rezone the property to a more appropriate zoning classification.
- D. Unless otherwise approved by City Council through an alternative development guideline that is adequate to protect the public health, safety and welfare, the following zoning and development standards shall apply to the development of the Property and for the master site plan:
1. If the substance abuse/mental health treatment facility vacates the site for more than 180 days, the permitted uses shall revert to those allowed within the “City” R-3 zoning district. In such case, a rooming house\boarding house is not allowed.
  2. Any new structures shall meet the architectural design standards set forth in the Apopka Development Design Guidelines dated May 2000, or as amended by the Apopka City Council. Any building, whether residential or non-residential, shall be designed with a residential architecture style and shall have a pitched roof.
  3. The existing two buildings may be used for medical treatment and residential facilities but the gross building floor area shall not be expanded. Buildings may be used for medical office (drug, alcohol and mental health medical treatment and associated residential care uses only. No new buildings or expansion of existing buildings shall occur unless the total floor area of all buildings complies with the floor area ratio for the PO\I zoning district (i.e., 0.30 FAR).
  4. The site shall provide, at minimum, a six-foot brick/masonry wall along the western and southern portions of the subject properties adjacent to residential uses.
  5. The subject properties shall meet all other buffer yard and landscaping requirements, as defined in the Apopka Land Development Code, to the greatest extent practical.
  6. All services occurring at the site, including dining and cooking facilities, shall occur inside an enclosed building.
  7. At the Master Plan/Final Development Plan, if the subject site cannot accommodate the required number of parking spaces, applicant must either obtain long-term contracts with abutting churches to use their parking spaces to meet the parking requirement, or the Master Plan/Final Development Plan shall not be approved. Medical patients residing at the residential facility shall not be allowed to park at the site unless a Final Development Plan demonstrates sufficient parking is available.
  8. Existing floor area of buildings cannot be expanded square feet of the existing buildings can be used for the medical treatment and residential facility to comply with the .30 FAR policy requirements set forth in Policy 3.1.j. No more than 40 patients or the maximum number of occupants allowed by building code, whichever is lower, shall reside at the residential facilities. Only patients and employees of the medical provider may reside at approved residential fac
  9. Connection to City central water and sewer service is required prior to issuance of a certificate of

occupancy.

10. Any off-site parking at the New Hope Missionary Church, located at 927 South Central Avenue, must have a parking agreement approved by the City Council in a form approved by the city attorney, assuring the continue availability of the off-site parking facilities to support parking space needs demanded by the Recovery Center. The parking agreement shall be recorded with the records of the County Comptroller prior to any issuance of a certificate of occupancy. The Community Development Director with consultation from the city engineer shall determine if the off-site parking at New Hope Missionary Church must be paved or constructed with a material acceptable to the city engineer. Any improvements to off-site parking shall be reviewed and approved by the Development Review Committee through a master plan/final development plan. Any other off-site parking location shall require the approval of City Council.
11. No site construction activity shall commence until the Development Review Committee has accepted in final changes to the Final Development Plan. Further, landscape and irrigation plans for the Recovery Center site shall be consistent with City code and shall be submitted to and approved by the Development Review Committee prior to any pre-construction meeting for the site improvements.
12. Unless otherwise provided herein, the modification to the design of the site through an amended Master Plan/Final Development Plan shall occur consistent with development standards for the PO/I zoning district. Any modifications to the Master Plan/Final Development Plan after the effective date of this ordinance shall occur consistent with the procedures and requirements set forth in Article 12 of the Land Development Code and shall not require an amendment to this ordinance. Such amendment to the Master Plan/Final Development Plan shall be treated through the same procedure for an amendment to a Final Development Plan.

**COMPREHENSIVE PLAN COMPLIANCE:** The existing and proposed use of the property is consistent with the Office Future Land Use designation and the City’s proposed Planned Unit Development (PUD/PO/I) Zoning classifications. Site development cannot exceed the intensity allowed by the Future Land Use policies.

**SCHOOL CAPACITY REPORT:** Because this Change of Zoning represents a change to a non-residential underlying zoning classification and any residential is ancillary to medical treatment, notification of Orange County Public Schools is not required.

**ORANGE COUNTY NOTIFICATION:** The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on January 8, 2016.

**PUBLIC HEARING SCHEDULE:**

October 11, 2016 - Planning Commission (5:30 pm)  
November 2, 2016 - City Council (1:30 pm) - 1st Reading  
November 16, 2016 – City Council (7:00 pm) - 2nd Reading

**DULY ADVERTISED:**

September 30, 2016 – Public Notice and Notification  
November 4, 2016 – ¼ Page w/Map Ordinance Heading Ad

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**RECOMMENDATION ACTION:**

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and recommends approval of the change in zoning from R-3 (ZIP) to Planned Unit Development (PUD/PO/I/Residential) subject to the PUD zoning and developments standards for the property owned by Apopka Holdings, LLC,.

The **Planning Commission**, at its meeting on October 11, 2016, recommended approval (5-1) of the Change in Zoning from “County” R-3 Residential to “City” Planning Unit Development – Professional Office\Institutional and Residential Uses for the property owned by Apopka Holdings, LLC.

The **City Council**, at its meeting on November 2, 2016, accepted the First Reading of Ordinance No. 2525 by a vote of 4 to 1, and held it over for Second Reading and Adoption on November 16, 2016.

Adopt Ordinance No. 2525 and approve the Master Plan\Final Development Plan.

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



## ZONING REPORT

### I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Low (0-5 du/ac)	R-3	Church\recreation facilities
East (County)	Low Density Residential (0-4 du/ac)	R-3	Single-family residential & vacant residential
South (County)	Low Density Residential (0-4 du/ac)	R-3	Single family residence
West (County)	Low Density Residential (0-4 du/ac)	R-3	Church and single family homes

### LAND USE COMPATIBILITY:

The proposed zoning and use is compatible with adjacent zoning districts and the general character of the surrounding area. Predominant land uses in the abutting and surrounding area are single family residential and religious facilities. Industrial zoned property is within 250 from the property and commercial zoning is within 450 feet to the south and 600 feet to the north. Parcels abutting to the north are used for a church – the St. Paul African Methodist Episcopal Church, and Lighthouse Tabernacle church abuts part of the western (rear) property line, which are both institutional uses. In addition, the area contains other non-residential land uses, including industrial to the northeast and commercial to the south of the subject sites. Furthermore, the applicant – Apopka Holdings LLC – has recently purchased properties east of the sites, across Park Avenue, to incorporate into the proposed medical treatment facility at a later date.

The underlying PO/I and Residential zoning serves as a transitional zoning between the residential uses to the east, south and west, and to the institutional, commercial and industrial zoning and uses to the north and northeast of the subject properties.

The Land Use Compatibility supporting information from the Future Land Use amendment is incorporated into the findings of the Zoning Report.

### TRAFFIC COMPATIBILITY:

The property has access to a Minor Arterial roadway (Clarcona Road). A medical office/clinic is a permissible use within the PO/I zoning category. Future land use designations and zoning categories assigned to properties to the north, south, east, and west is predominantly residential, industrial and commercial.

### COMPREHENSIVE PLAN COMPLIANCE:

The proposed PUD/PO/I/Residential zoning is compatible with policies set forth in the Comprehensive Plan.

**PO/I DISTRICT  
REQUIREMENTS:**

FAR:	0.30 (max.)
Open Space:	30 percent
Minimum Site Area:	10,000 sq. ft.
Minimum Lot Width:	85 ft.
Setbacks: Front:	25 ft.
Side:	10 ft.
Corner:	25 ft.
Rear:	10 ft.
Adjacent to Residential:	25 ft.

**BUFFERYARD  
REQUIREMENTS:**

Areas adjacent to all road rights-of-way shall provide a minimum ten (10) foot landscaped bufferyard. Areas adjacent residential use shall provide a minimum six (6) foot masonry wall within a ten (10) foot landscaped bufferyard.

**ALLOWABLE  
USES:**

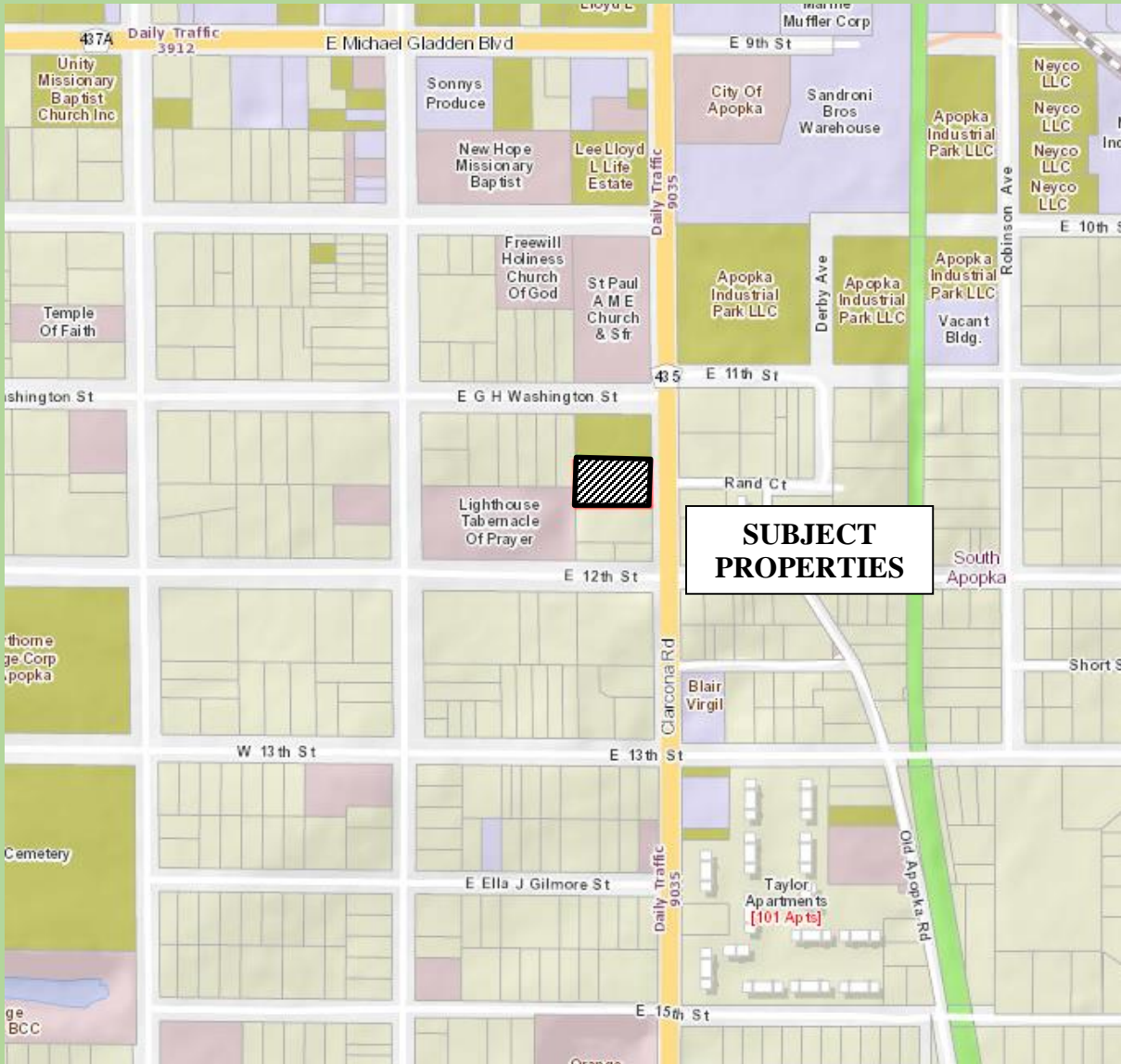
Professional offices, medical or dental clinics and offices, establishments for the retail sale of pharmaceutical, medical and dental supplies, hospitals, museums, libraries, churches and educational facilities.

**Apopka Holdings LLC**  
**1120 Clarcona Road & 1124 S Park Avenue**  
**0.52 +/- Acres**  
**Existing Maximum Allowable Development: 2 dwelling units**  
**Proposed Maximum Allowable Development: 8,829 sq. ft.**  
**Proposed Small Scale Future Land Use Change**  
**From: "County" Low Density Residential (0-4 du/ac)**  
**To: "City" Office (max FAR 0.3)**  
**Proposed Zoning Change**  
**From: "County" R-3 (ZIP)**  
**To: "City" PUD/PO//Residential**



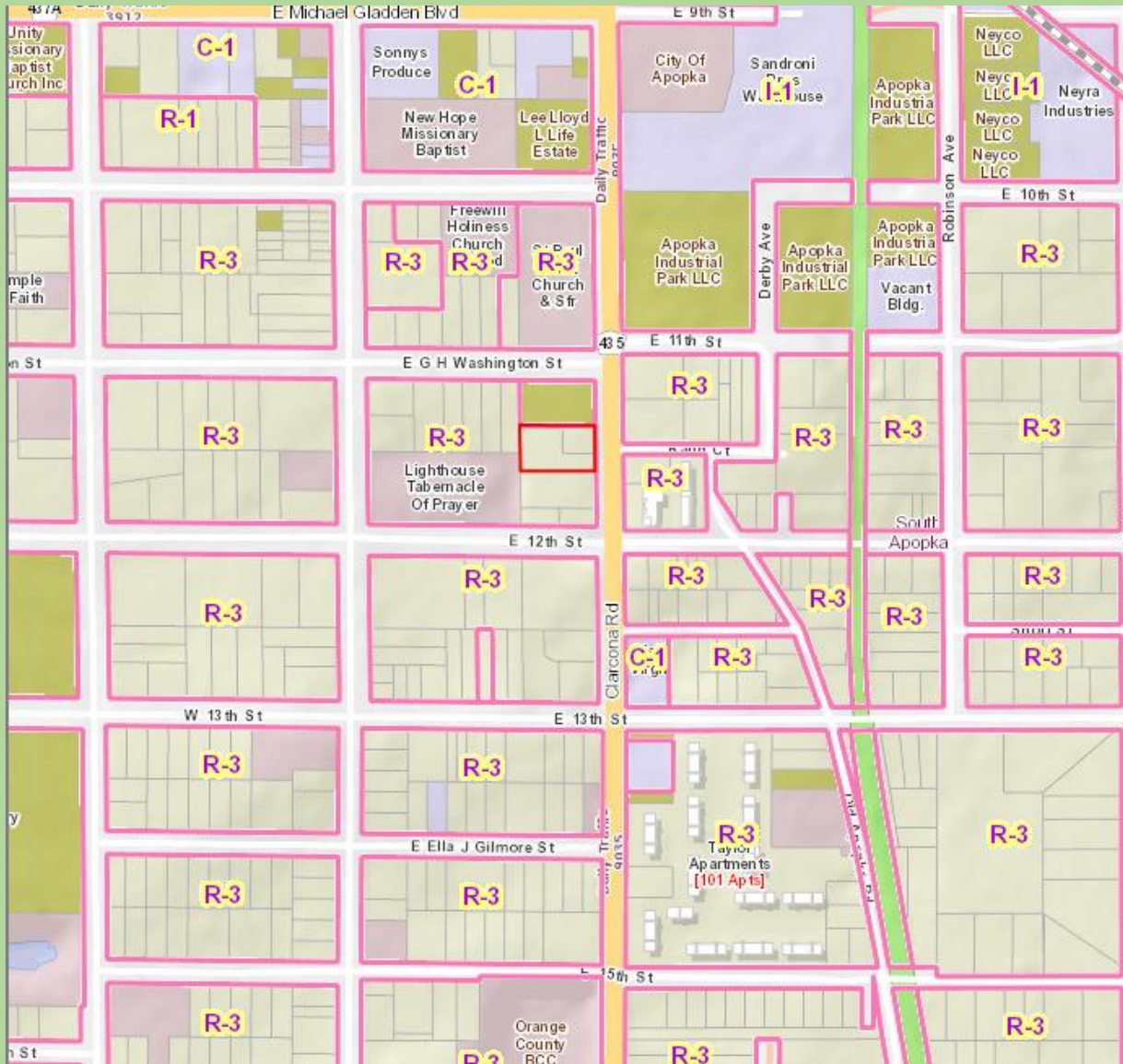
**Parcel ID #: 09-21-28-0197-10-211 & 09-21-28-0197-10-213**

**VICINITY MAP**





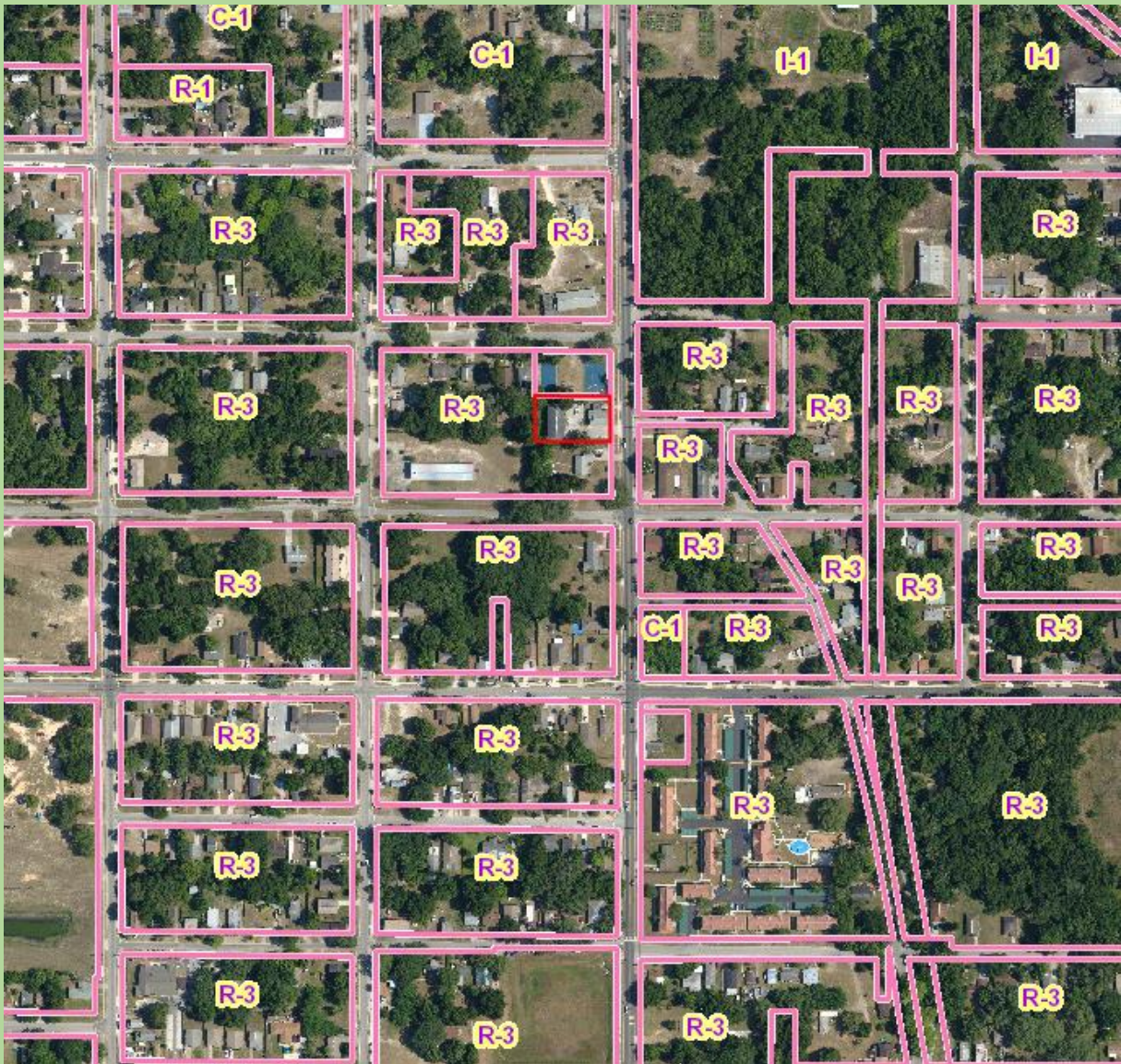
### ADJACENT ZONING







ADJACENT USES







**EXISTING USES**





**ORDINANCE NO. 2525**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” R-3 (RESIDENTIAL) TO PLANNED UNIT DEVELOPMENT (PUD-PO/I-RESIDENTIAL); FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF SOUTH PARK AVENUE, EAST OF SOUTH CENTRAL AVENUE, SOUTH OF EAST G. H. WASHINGTON STREET, NORTH OF EAST 12<sup>TH</sup> STREET, COMPRISING 0.52 ACRES MORE OR LESS, AND OWNED BY APOPKA HOLDINGS, LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

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

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

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

**Section I.** That the zoning classification of the following described property be designated as Planned Unit Development (PUD-PO/I-Residential), as defined in the Apopka Land Development Code, and with the following Master Plan provisions, as established in Exhibit “A”, subject to the following zoning provisions:

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

- A. The uses permitted within the PUD district shall be: all such uses permitted within the PO\I (Professional Office/Institutional PO\I (zoning category) except for following PO\I uses shall be prohibited:
1. Hospitals, museums, libraries or cultural institutions;
  2. Retail establishments, including those for the sale of pharmaceutical, medical and dental supplies or other hospital-related items;
  3. Boarding or rooming house(s);
  4. The use of medical marijuana for treatment purposes unless authorized by State law or a medical marijuana ordinance approved by City Council;
  5. All other uses listed as prohibited within the Professional Office/Institutional zoning district;
  6. All uses permitted through a special exception within the Professional Office/Institutional zoning district.

- B. Over-night inpatient rooming facilities shall be permitted as an ancillary use if the site is used for medical care; all other residential uses shall be prohibited. Permitted residential shall be limited as follows:
1. Full-time residential shall be permitted for an on-site caretaker or property manager.
  2. Residents at the site shall only be patients served by the on-site medical services.
  3. Residents typically will not have automobiles parked at the residential facilities. All on-site parking or satellite parking shall be identified at the Master Plan/Final Development Plan.
- C. If the Master Plan/Final Development Plan associated with the PUD district has not been issued a certificate of completion by the City within two years from the effective date of this ordinance, the approval of the Final Development Plan will expire. At such time, the City Council may:
1. Permit a single six-month extension for Master Plan/Final Development Plan;
  2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Final Development provisions and any conditions of approval; or
  3. Rezone the property to a more appropriate zoning classification.
- D. Unless otherwise approved by City Council through an alternative development guideline that is adequate to protect the public health, safety and welfare, the following zoning and development standards shall apply to the development of the Property and for the master site plan:
1. If the substance abuse/mental health treatment facility vacates the site for more than 180 days, the permitted uses shall revert to those allowed within the "City" R-3 zoning district. In such case, a rooming house\boarding house is not allowed.
  2. Any new structures shall meet the architectural design standards set forth in the Apopka Development Design Guidelines dated May 2000, or as amended by the Apopka City Council. Any building, whether residential or non-residential, shall be designed with a residential architecture style and shall have a pitched roof.
  3. The existing two buildings may be used for medical treatment and residential facilities but the gross building floor area shall not be expanded. Buildings may be used for medical office (drug, alcohol and mental health medical treatment and associated residential care uses only. No new buildings or expansion of existing buildings shall occur unless the total floor area of all buildings complies with the floor area ratio for the POI zoning district (i.e., 0.30 FAR).
  4. The site shall provide, at minimum, a six-foot brick/masonry wall along the western and southern portions of the subject properties adjacent to residential uses.
  5. The subject properties shall meet all other buffer yard and landscaping requirements, as defined in the Apopka Land Development Code, to the greatest extent practical.
  6. All services occurring at the site, including dining and cooking facilities, shall occur inside an enclosed building.
  7. At the Master Plan/Final Development Plan, if the subject site cannot accommodate the required number of parking spaces, applicant must either obtain long-term contracts with

abutting churches to use their parking spaces to meet the parking requirement, or the Master Plan/Final Development Plan shall not be approved. Medical patients residing at the residential facility shall not be allowed to park at the site unless a Final Development Plan demonstrates sufficient parking is available.

8. Existing floor area of buildings cannot be expanded square feet of the existing buildings can be used for the medical treatment and residential facility to comply with the .30 FAR policy requirements set forth in Policy 3.1.j. No more than 40 patients or the maximum number of occupants allowed by building code, whichever is lower, shall reside at the residential facilities. Only patients and employees of the medical provider may reside at approved residential facilities.
9. Connection to City central water and sewer service is required prior to issuance of a certificate of occupancy.
10. Any off-site parking at the New Hope Missionary Church, located at 927 South Central Avenue, must have a parking agreement approved by the City Council in a form approved by the city attorney, assuring the continue availability of the off-site parking facilities to support parking space needs demanded by the Recovery Center. The parking agreement shall be recorded with the records of the County Comptroller prior to any issuance of a certificate of occupancy. The Community Development Director with consultation from the city engineer shall determine if the off-site parking at New Hope Missionary Church must be paved or constructed with a material acceptable to the city engineer. Any improvements to off-site parking shall be reviewed and approved by the Development Review Committee through a master plan/final development plan. Any other off-site parking location shall require the approval of City Council.
11. No site construction activity shall commence until the Development Review Committee has accepted in final changes to the Final Development Plan. Further, landscape and irrigation plans for the Recovery Center site shall be consistent with City code and shall be submitted to and approved by the Development Review Committee prior to any pre-construction meeting for the site improvements.
12. Unless otherwise provided herein, the modification to the design of the site through an amended Master Plan/Final Development Plan shall occur consistent with development standards for the PO/I zoning district. Any modifications to the Master Plan/Final Development Plan after the effective date of this ordinance shall occur consistent with the procedures and requirements set forth in Article 12 of the Land Development Code and shall not require an amendment to this ordinance. Such amendment to the Master Plan/Final Development Plan shall be treated through the same procedure for an amendment to a Final Development Plan.

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

Legal Description:

Lot 21 (less the North 116 feet) and the North ¼ of Lot 27, Block J, Town of Apopka, as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida.  
Parcel I.D. No. 09-21-28-0197-10-211 (0.136 +/- acres)

**ORDINANCE NO. 2525**

**PAGE 4**

Begin at the Southeast corner of Lot 21, Block J, Town of Apopka, as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida; run thence Westerly along the South line of said Lot 21 for a Distance of 85.73 feet; run thence North parallel with the East line of Lot 21 for a distance of 70.00 feet; run Thence Easterly parallel with the South line of Lot 21 for a distance of 85.73 feet to the East line of Lot 21; run Thence South along said line for a distance of 70.00 feet to the Point of Beginning. Parcel I.D. No. 09-21-28-0197-10-213 (0.383 +/- acres)

Combined acreage: 0.52 +/- acre

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

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

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

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

**Section VII.** That this Ordinance shall take effect upon adoption of Ordinance No. 2524.

READ FIRST TIME: November 2, 2016

READ SECOND TIME  
AND ADOPTED: November 16, 2016

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

ATTEST:

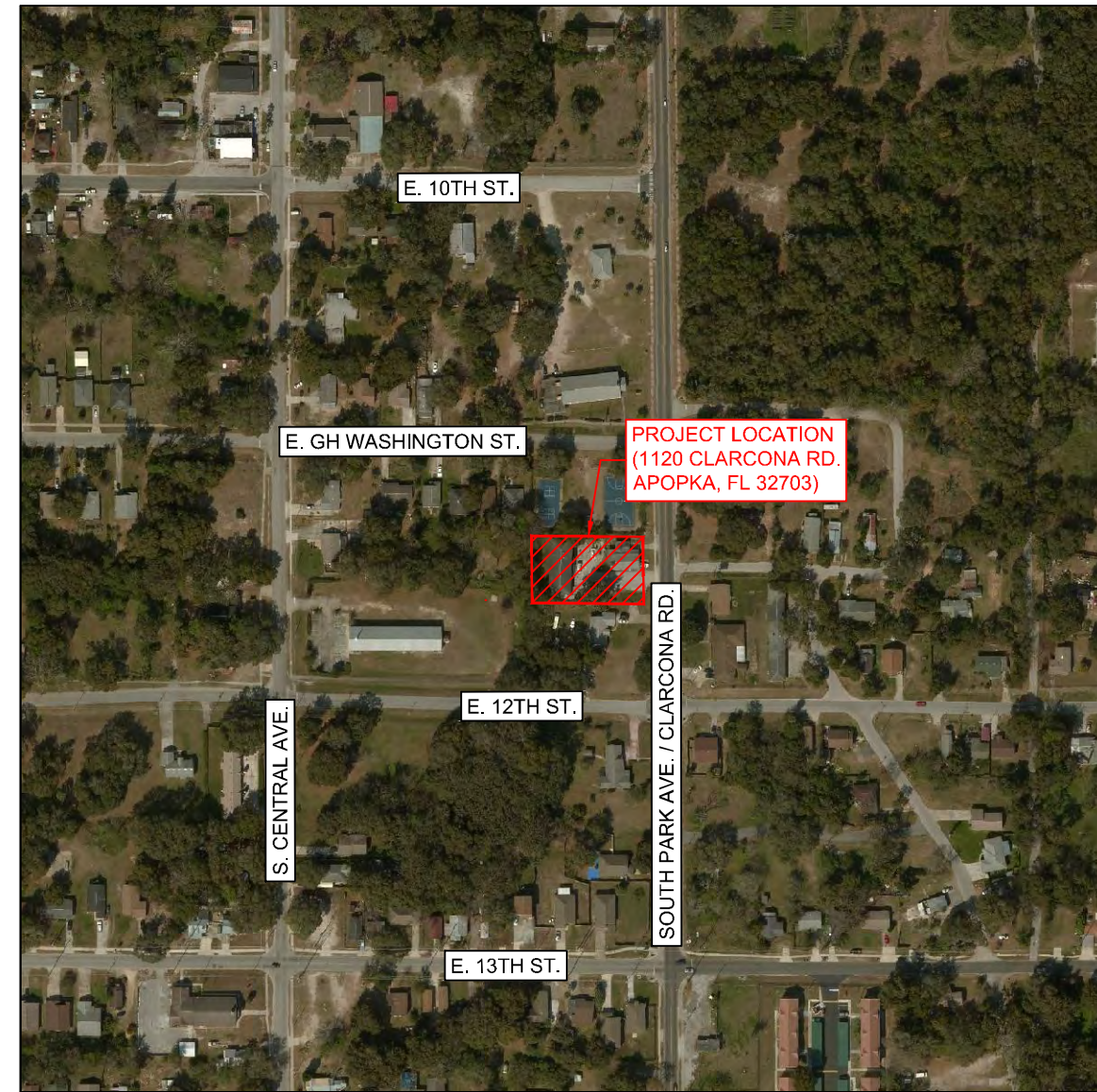
\_\_\_\_\_  
Linda Goff, City Clerk

DULY ADVERTISED: September 30, 2016  
November 4, 2016

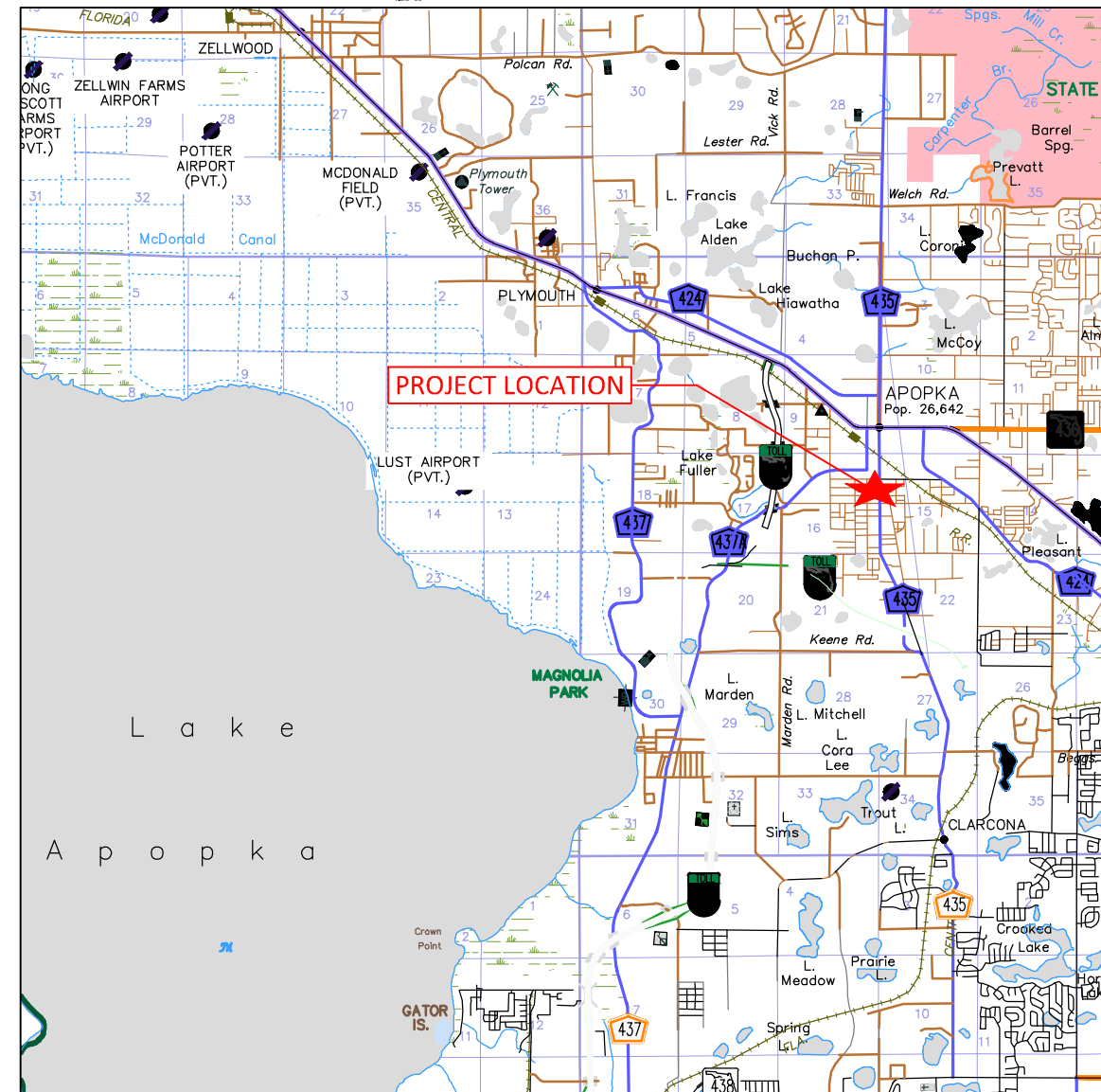


# FINAL SITE DEVELOPMENT PLANS FOR CENTRAL FLORIDA RECOVERY APOPKA, FL (ORANGE COUNTY) PARCEL NO. 09-21-28-0197-10-211 PARCEL NO. 09-21-28-0197-10-213

AERIAL MAP NTS



VICINITY MAP NTS



SOILS MAP NTS



MAP UNIT SYMBOL	SOIL TYPE	PERCENT OF PROPERTY
7	CANDLER-URBAN LAND COMPLEX 0 - 5% SLOPES	100% (0.52 AC.)

## LEGAL DESCRIPTION

PART OF LOT 21, BLOCK J, TOWN OF APOPKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT 21, RUN WESTERLY ALONG THE SOUTH LINE OF SAID LOT 21 85.73 FEET, NORTH 70 FEET, EAST 85.73 FEET, SOUTH 70 FEET TO THE POINT OF BEGINNING.

&

LOT 21 (LESS THE NORTH 116 FEET & LESS BEGINNING AT THE SOUTHEAST CORNER OF LOT 21, RUN WEST 85.73 FEET, NORTH 70 FEET, EAST 85.73 FEET, SOUTH 70 FEET TO THE POINT OF BEGINNING) & THE NORTH 1/4 OF LOT 27, ALL IN BLOCK J, TOWN OF APOPKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

## SITE DATA

1. TAX PARCEL ID NUMBER:	09-21-28-0197-10-211 09-21-28-0197-10-213
2. LOT SIZE:	0.52 ACRES
3. EXISTING USE:	LOW DENSITY RESIDENTIAL
4. EXISTING ZONING:	R-3
5. EXISTING BUILDING:	6,896 SF 1,933 SF
5.1. RESIDENCE #1124	6,896 SF
5.2. RESIDENCE #1120	1,933 SF
6. PROPOSED USE:	OFFICE
7. PROPOSED ZONING:	PUD / PO // RESIDENTIAL
8. PROPOSED BUILDINGS:	EXISTING BLDGS TO REMAIN
9. BUILDING HEIGHT	TWO STORY
10. FAR:	MAX 0.30 PROVIDED 0.39 *
11. BUILDING SETBACK	
11.1. FRONT YARD (S. PARK AVE.)	25 FT 8 FT *
11.2. SIDE YARD (NORTH LOT LINE)	10 FT 10 FT
11.3. SIDE YARD (SOUTH LOT LINE)	10 FT 10 FT
11.4. REAR YARD (WEST LOT LINE)	10 FT 34 FT
12. LANDSCAPE BUFFERS:	
12.1. FRONT YARD (S. PARK AVE.)	10 FT 3 FT *
12.2. SIDE YARD (NORTH LOT LINE)	10 FT 2 FT *
12.3. SIDE YARD (SOUTH LOT LINE)	10 FT 2 FT *
12.4. REAR YARD (WEST LOT LINE)	10 FT 29 FT
13. OFF-STREET PARKING:	
13.4. REQUIRED PARKING (8829 SF / 250 SF):	35 SPACES
13.5. NEW STANDARD PARKING SPACES PROVIDED:	16 SPACES
13.6. NEW ADA PARKING SPACES PROVIDED:	1 SPACES
TOTAL PROVIDED:	17 SPACES *
14. IMPERVIOUS AREA (MAX ALLOWED = 80%):	
14.1. EXISTING IMPERVIOUS AREA:	0.35 AC. (67.31%)
14.2. DEMOLISHED IMPERVIOUS AREA:	0.03 AC.
14.3. NEW IMPERVIOUS AREA:	0.02 AC.
14.4. TOTAL NET IMPERVIOUS AREA:	0.34 AC. (65.38%)
15. IMPERVIOUS/PERVIOUS AREA:	
15.1. IMPERVIOUS AREA:	0.34 AC. (65.38%)
15.2. PERVIOUS AREA:	0.18 AC. (34.62%)

NOTE: THE FOLLOWING PROPOSED FACILITIES SHOWN ON THE DEVELOPMENT PLANS ARE FOR REFERENCE PURPOSES ONLY AND EACH SHALL REQUIRE A SEPARATE BUILDING PERMIT. THE LIST INCLUDES, BUT IS NOT LIMITED TO: PROPOSED BUILDINGS, SANITARY LIFT STATIONS, LIGHT FIXTURES, (POLES) THAT ARE INDEPENDENT FROM ANY BUILDING STRUCTURE, FENCES, GATES, MONUMENT SIGNS, DUMPSTER ENCLOSURES, AND DECORATIVE / RETAINING WALLS THAT EXCEED THREE (3) FEET IN HEIGHT.

\* WAIVER REQUIRED (SEE TABLE BELOW)

## SHEET INDEX

SHEET	DESCRIPTION
C0.0	COVER SHEET
C1.0	GENERAL NOTES & DETAILS
C1.1	DEMOLITION & EROSION CONTROL PLAN
C2.0	SITE PLAN & DETAILS
C3.0	UTILITY PLAN & DETAILS
C4.0	LIFT STATION PLAN & DETAILS

## PLANS BY OTHERS

SHEET	DESCRIPTION
S1	TOPOGRAPHIC AND BOUNDARY SURVEY
FP1	FIRE PROTECTION SITE PLAN

## PROJECT TEAM

OWNER/ APPLICANT	CIVIL ENGINEER
APOPKA HOLDINGS, LLC. 9846 CAMBERLY CIR. ORLANDO, FL 32836 (407) 506-6470	HIGHLAND ENGINEERING, INC. 79 W. ILLIANA ST. ORLANDO, FL 32806 (407) 275-7877
SURVEYOR	FIRE PROTECTION ENGINEER
SHANNON SURVEYING, INC. 499 NORTH SR 434, SUITE 2155 ALTAMONTE SPRINGS, FL 32714 (407) 774 - 8372	LIFELINE FIRE PROTECTION. 1128 CALLOWAY CIRCLE CLERMONT, FLORIDA 34711 (351) 243-7774

Code#	Code Requirement	V / W	Request	Justification
6.03.02 A	1 space per 250 square feet of gross floor area = 35 spaces	W	17 spaces	The amount of available/provided parking, has been maximized based on the configuration of the existing buildings. In addition, the residents will not be driving to the facility and the parking spaces will only be used by staff. The applicant has entered into a purchase agreement with the owner of 1109 S. Park Avenue and the owner has allowed the use of the property for parking until the property sale is complete.
2.02.01 A	Front Setback: 25 ft.	W	Front Setback 7.0 ft	The requirement for 25 feet front yard building setback cannot be met, because the existing building is located only 7.6 feet from the property line.
2.02.10.G	Areas adjacent to all road right-of-way shall provide a minimum of 10' landscape buffer.	W	Provide landscaping in open areas along front of property	The location of the existing building and pavement areas limit the amount of landscaping that can be provided along the right of way. The property owner will provide landscaping in accordance with section 5.01.08 in areas along the property frontage that are not restricted by existing building or pavement. See site plan for locations.
2.02.10.G	Areas adjacent to residential use shall provide a minimum 6' masonry wall within a 10' landscape buffer.	W	6' tall opaque vinyl PVC fence is requested to be placed at the property line, thus eliminating the landscape buffer along the side yard and rear yard adjacent to the pvc fence.	A 6 foot tall opaque PVC fence is requested in lieu of the required 6' masonry wall as it would be cost prohibitive to build a 6 foot masonry wall adjacent to residential uses. The landscape buffer is also requested to be waived and the fence placed adjacent to the property.
2.02.01 A	Maximum FAR of 30%	W	Allow FAR based on existing building areas and limit expansion of the buildings	The existing buildings result in a FAR = 0.389 which exceeds the required maximum FAR = 0.30, therefore, the buildings cannot be expanded and additional buildings cannot be constructed until additional land is added to the property area.
Florida Building Code 11-4.1.3 (5)	Vertical accessibility shall be provided to all levels above and below the occupable grade level.	W	Applicant request to apply Exception 1 noted in FBC 11-4.1.3 (5)	Exception 1: Elevators not required in facilities that are less than three stories or that have less than 3,000 square feet per story unless the building is shopping center, a shopping or the professional office of a health care provider, or another type of facility as determined by the U.S. Attorney General. The elevator exemption set forth in this paragraph does not obviate or limit any way the obligation to comply with the other accessibility requirements established in Section 11-4.1.3. For example, floors above or below the accessible ground floor meet the requirements of this section except for elevator service. If toilet or bathing facilities are provided on a level not served by an elevator, then a toilet or bathing facility must be provided on the accessible ground floor.

CENTRAL FLORIDA RECOVERY

COVER SHEET



JOB No.: CFR-001  
DESIGNED BY: JB  
DRAWN BY: DB  
APPROVED BY: JB  
DATE: 05.02.16  
SHEET: C0.0

NOTE FOR CONSTRUCTION  
UNLESS SHOWN AND SEALED

No 64122

JEFFERY W. BANKER, P.E.  
REGISTRATION No. 64122  
FLORIDA  
DATE 05/02/16



UTILITY NOTES

- 1. ALL CONSTRUCTION SHALL CONFORM WITH THE STANDARDS AND SPECIFICATIONS SET FORTH BY LOCAL, STATE AND FEDERAL REGULATIONS, WHICHEVER IS MORE STRINGENT SHALL APPLY.
2. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE THE NECESSARY RIGHT-OF-WAY PERMIT(S) AND PROVIDE FOR THE SAFETY AND CONTROL OF TRAFFIC DURING CONSTRUCTION.
3. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN-HAND BEFORE BEGINNING ANY CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING (HORIZONTALLY AND VERTICALLY) ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND FOR NOTIFYING VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISTRIBUTION SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY.
5. THE LOCATION OF ALL EXISTING UTILITIES, STORM DRAINAGE SYSTEMS, AND TOPOGRAPHIC FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE CITY WITHIN 48 HOURS BEFORE ANY INSPECTIONS.
7. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL NOT EXCAVATE, REMOVE OR OTHERWISE DISTURB ANY MATERIAL, STRUCTURE OR PART OF A STRUCTURE WHICH IS LOCATED OUTSIDE THE LINES, GRADES OR GRADING SECTION, ESTABLISHED FOR THIS PROJECT, EXCEPT WHERE SUCH EXCAVATIONS OR REMOVAL IS PROVIDED OR IN THE CONTRACT, PLANS, OR SPECIFICATIONS.
9. ALL WORK AND ALL MATERIALS FURNISHED SHALL BE IN CONFORMITY WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS, AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT, PLANS OR SPECIFICATIONS.
10. PROVIDE A MINIMUM OF 3 FT. COVER FOR ALL UTILITIES UNLESS OTHERWISE NOTED.
11. COMPACT ALL UTILITIES TRENCHES WITHIN ROADWAYS TO 98% OF THE PROCTOR MAXIMUM DENSITY.
12. THE SPECIFICATIONS, NOTES AND PLANS CALL ATTENTION TO CERTAIN REQUIRED FEATURES OF THE CONSTRUCTION BUT DO NOT PURPORT TO COVER ALL DETAILS OF DESIGN AND CONSTRUCTION.
13. ALL EQUIPMENT SHALL BE HANDLED, STORED, INSTALLED, TESTED AND OPERATED IN STRICT ACCORDANCE WITH THE APPLICABLE MANUFACTURERS WRITTEN INSTRUCTIONS.
14. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK COMPETENTLY AND EFFICIENTLY, DEVOTING SUCH ATTENTION THERETO AND APPLYING SUCH SKILLS AND 14. EXPERTISE AS MAY BE NECESSARY TO PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
15. ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES ORDINANCES REGULATIONS.
16. APPARENT ERRORS, DISCREPANCIES OR OMISSIONS ON THE DRAWINGS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE BIDDING.
17. AFTER COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY, A COMPLETED AS-BUILT PLAN ONE WEEK BEFORE FINAL INSPECTION BEFORE THE FINAL ACCEPTANCE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM A SITE CLEANUP FOR THE REMOVAL OF TRASH, DEBRIS, EXCESS MATERIALS AND EQUIPMENT TO PRESENT THE PROJECT SITE CLEAN AND IN GOOD ORDER.
18. NO EXTRA PAYMENTS SHALL BE ALLOWED FOR ANY WORK REQUIRED DUE TO MISUNDERSTANDING OF JOB OR SITE CONDITIONS AFFECTING THE WORK AS DESCRIBED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS.
19. THE CONTRACTOR SHALL SUBMIT FOUR (4) SETS OF DETAILED SHOP DRAWINGS OF ALL MAJOR ITEMS PROPOSED FOR THIS PROJECT TO THE ENGINEER PRIOR TO ORDERING ANY OF THE EQUIPMENT.
20. INSTALL VALVE BOXES WITH ALL VALVES. VALVE BOXES UNDER THE PAVEMENTS SHALL HAVE TRAFFIC BEARING COVERS.
21. SEPARATION OF WATER MAINS, SANITARY SEWERS AND STORM SEWERS SHALL BE AS PER THE RECOMMENDATION OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (F.D.E.P.), LATEST REQUIREMENTS.
A. VERTICAL UTILITY SEPARATION AND VERTICAL CLEARANCE NEW OR RELOCATED, UNDERGROUND WATERMANS SHALL BE LAID TO PROVIDE A HORIZONTAL A. DISTANCE AT LEAST 6 FEET, AND PREFERABLY 10 FEET, BETWEEN THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY - OR PRESSURE - TYPE SANITARY SEWER, WASTEWATER FORCEMAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610.F.A.C., THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATERMANS AND GRAVITY - TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FEET WHERE THE BOTTOM OF THE WATERMAIN IS LAID AT LEAST 6-INCHES ABOVE THE TOP OF THE SEWER, NEW OR RELOCATED, UNDERGROUND WATERMANS CROSSING ANY EXISTING OR PROPOSED GRAVITY - OR VACUUM - TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATERMAIN IS AT

- LEAST 6-INCHES, AND PREFERABLY 12-INCHES ABOVE, OR AT LEAST 12-INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATERMAIN ABOVE THE OTHER PIPELINE.
AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATERMAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATERMAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATERMAIN JOINTS ARE AT LEAST 3 FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610.F.A.C., AND AT LEAST 6- FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE - TYPE SANITARY SEWERS WASTEWATER FORCEMANS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610. F.A.C.
B. FORCEMANS: SEPARATION BETWEEN FORCEMAIN AND WATERMANS MUST BE MAINTAINED UNLESS APPROVED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (F.D.E.P.).
C. SEWER MANHOLES: NO WATER PIPES SHALL PASS THROUGH, OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE.

- 22. SANITARY PIPE MATERIALS
A. PVC GRAVITY SEWER PIPE: PVC GRAVITY SEWER PIPE (4"-15"), ASTM D3034, SDR 35, UNIFORM MINIMUM "PIPE STIFFNESS" AT FIVE (5) PROVIDED DEFLECTION SHALL BE 46 PSI. THE JOINTS SHALL BE INTEGRAL BELL ELASTOMETRIC GASKET JOINTS MANUFACTURED IN ACCORDANCE WITH ASTM D3212 AND ASTM F477. APPLICABLE UNI-BELL PLASTIC PIPE ASSOCIATION STANDARD IS UNI-B-4. ALL PVC PIPE SHALL BEAR THE NSF-DW SEAL. THE MINIMUM STANDARD LENGTH OF THE PIPE SHALL BE THIRTEEN (13) FEET.

- B. DIP GRAVITY SEWER PIPE (NOT TO BE USED WITHOUT CITY APPROVAL): DUCTILE IRON PIPE SHALL CONFORM TO ANSIAWWA A21.51/C151, CLASS THICKNESS DESIGNED PER ANSIAWWA A21.51/C151, WITH MECHANICAL OR PUSH ON JOINTS. AN INTERIOR PROTECTIVE LINING OF COAL TAR EPOXY SHALL BE PROVIDED WITH A MINIMUM DRY THICKNESS OF 30 MILS DUCTILE IRON GRAVITY SEWERS, WHERE CALLED FOR BY THE CITY SHALL BE WRAPPED WITH POLYETHYLENE FILM, AWWA C105, THE MINIMUM STANDARD STANDARD LENGTH OF PIPE SHALL BE THIRTEEN (13) FEET. (DUCTILE IRON SHALL NOT BE USED FOR SANITARY SEWER UNLESS APPROVED BY THE DIRECTOR).
C. PIPE MARKINGS: ALL PIPES SHALL HAVE A HOMING MARK ON THE SPIGOT PROVIDED BY THE MANUFACTURER, ON FIELD CUT PIPE. CONTRACTOR SHALL PROVIDE HOMING MARK/NON THE SPIGOT IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

- 23. FORCEMANS
A. PIPING: HDPE PIPE: MATERIALS USED FOR THE MANUFACTURE OF HIGH-DENSITY POLYETHYLENE PIPE AND FITTINGS SHALL COMPLY WITH ALL REQUIREMENTS OF ASTM D1248 AND PLASTIC PIPE INSTITUTE DESIGNATION PE3408. MANUFACTURER SHALL BE A MEMBER IN GOOD STANDING OF THE PLASTIC PIPE INSTITUTE. HDPE PIPE AND FITTINGS SHALL COMPLY OR EXCEED AWWASTANDARDS C901/C906, ASTM D2513, ASTM D3035 AND ASTM F714. THE MANUFACTURER SHALL SUPPLY A LETTER OF CERTIFICATION STATING COMPLIANCE TO ALL THE ABOVE STANDARDS PRIOR TO SHIPPING ANY MATERIAL TO PROJECT SITE. THE HDPE MATERIAL SHALL HAVE REQUIRED ULTRAVIOLET INHIBITORS TO RESIST DEGRADATION BY DIRECT AND PROLONG SUNLIGHT. THE DESIGN OF HDPE MATERIALS SHALL BE BASED ON THE HYDROSTATIC DESIGN BASIS (HDB) OF 1,600 PSI AT 73.4 DEGREES FAHRENHEIT. PIPE SHALL BE DESIGNED AND PRODUCED TO DUCTILE IRON DIAMETERS AND TO A MAXIMUM DIMENSION RATIO OF 11.

- B. FITTINGS: ALL FITTINGS SHALL BE HDPE MOLDED AND SHALL BE MADE AT A MINIMUM, TO THE SAME PRESSURE RATING AS THE PIPE. ALL FABRICATED HDPE FITTINGS SHALL BE MANUFACTURED TO A MINIMUM THICKNESS OF DR 13.5. DUCTILE IRON PIPE FITTINGS, WITH MECHANICAL JOINT ADAPTERS, MAY BY USED WHEN REQUIRED FOR SPECIAL CONNECTIONS BUT MUST BY SUPPLIED BY A PRE-APPROVED MANUFACTURER. MANUFACTURERS OF THE ELECTROFUSION COUPLING AND FITTINGS SHALL BE AN ISO 9001 CERTIFIED COMPANY WITH PRODUCT HAVING CANADA STANDARDS ASSOCIATION (CSA) CERTIFICATION.
C. MARKING FOR FORCEMAIN: ALL NON-METALLIC FORCEMANS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED SINGLE STRAND 10 GAUGE COPPER WIRE RATED 600V DIRECT BURY, INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. IN ADDITION ALL PVC FORCEMANS SHALL BE EITHER A SOLID GREEN COLOR OR WHITE WITH GREEN LETTERING. ALL LETTERING SHALL APPEAR LEGIBLY ON PIPE AND SHALL RUN THE ENTIRE LENGTH OF THE PIPE. LETTERING SHALL READ AS IS ACCEPTABLE FOR THE INTENDED USE. ALL DUCTILE IRON FORCEMANS SHALL BE MARKED WITH A CONTINUOUS STRIPES LOCATED WITHIN THE TOP 90 DEGREES OF THE PIPE. SAID STRIPE SHALL BE A MINIMUM 2 INCHES IN WIDTH AND SHALL BE GREEN IN COLOR. BACKFILL SHALL NOT BE PLACED FOR 30 MINUTES FOLLOWING PAINT APPLICATION.

- 24. THE CONTRACTOR SHALL COMPLY WITH THE LEGAL LOAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.
25. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY, AND ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.

- 26. VALVES
A. VALVES 2-INCH AND SMALLER: VALVES SHALL BE BRONZE, WEDGE, DISC, NON-RISING STEM TYPE, 150 PSI MINIMUM WORKING PRESSURE, EQUIPPED WITH WROUGHT STEEL, ALUMINUM OR CAST IRON OPERATING HAND WHEEL. VALVES SHALL MEET FEDERAL SPECIFICATIONS WWV54D, TYPE 1, CLASS A. VALVES SHALL BE FIGURE 3FG AS MANUFACTURED BY AMERICAN VALVE COMPANY OR APPROVED EQUAL.
B. VALVE BOXES: UNITS SHALL BE SCREW TYPE, CAST IRON, MINIMUM DIAMETER OF 6-INCHES WITH COVER CAST WITH THE APPLICABLE DESCRIPTION IN LEGIBLE LETTERING ON THE TOP "WATER" BOXES SHALL BE SUITABLE FOR THE APPLICABLE SURFACE LOADING AND VALVE SIZE DOMESTIC ONLY AND SHALL BE MANUFACTURED BY TYLER COMPANY OR APPROVED EQUAL.
C. WASTEWATER AIR / VACUUM-RELEASE VALVE: THE VALVE BODY SHALL BE OF CAST IRON ASTM A126-B; THE FLOAT, FLOOD GUIDE AND STEM SHALL BE OF STAINLESS STEEL TYPE 304. THE RESILIENT

- SEAT SHALL BE OF BUNA-N. THE VALVE SHALL BE SUITABLE FOR 150 PSIG WORKING PRESSURE. VALVE SHALL BE STANDARD TWO (2)-INCH NPT INLET AND OUTLET PORTS.
D. BUTTERFLY VALVES: VALVES SHALL BE CAST OR DUSTILE IRON BODY ALLOY, CAST IRON OR DUSTILE IRON DISC. VALVE SEAT SHALL BE 18-2 TYPE 304 STAINLESS STEEL MADE INTEGRAL WITH THE VALVE BODY, SHAFT SIZE AND OTHER SPECIAL REQUIREMENTS SELECTED IN ACCORDANCE WITH THE SPECIFIC DESIGN AND SHALL COMPLY WITH PROVISIONS OF AWWA C504 RUBBER-SEATED BUTTERFLY VALVES. VALVE OPERATIONS SHALL BE APPROVED GEAR ACTUATORS, WITH SEALED ENCLOSURES FOR BURIED OR SUBMERGED SERVICE. UNITS SHALL BE EQUIPPED WITH ACTUATING NUTS, CAST IRON HANDWHEELS OR CHIN OPERATORS WITH GALVANIZED STEEL CHAINS, AS APPROPRIATE FOR THE INSTALLATION. VALVES SHALL BE MODEL 450 AS MANUFACTURED BY M&V VALVE COMPANY OR APPROVED EQUAL.

- E. PLUG VALVES: PLUG VALVES SHALL HAVE A SEMI-STEEL BODY, NON-LUBRICATED, ECCENTRIC TYPE, 100%% PORT OPENING, WITH RESILIENT FACED PLUGS CAPABLE OF DRIP-TIGHT BI-DIRECTIONAL SHUT-OFF AT THE FULL RATED PRESSURE. VALVES SHALL BE LINED WITH A CERAMIC EPOXY MATERIAL SUCH AS PROTECTO 401 OR PERMITE 9043. EXPOSED VALVES SHALL HAVE FLANGED CONNECTIONS. BURIED VALVES SHALL HAVE MECHANICAL JOINT CONNECTIONS. BURIED VALVES SHALL HAVE STEM EXTENSIONS WHICH SHALL BRING THE OPERATING NUT WITHIN TWO FEET OF FINISHED GRADE. STEM EXTENSION SHALL BE CONTAINED WITHIN AN APPROPRIATELY SIZED VALVE BOX. GEAR ACTUATORS FOR VALVES 8 INCHES OR LARGER SHALL BE PROVIDED. VALVES AND APPURTENANCES SHALL BE SERIES 100 AS MANUFACTURED BY DEZURK CORP., MILLIKE OR APPROVED EQUAL.

- 27. CONNECTION TO EXISTING LINES TO WHICH PIPING OF THIS CONTRACT MUST CONNECT, THE FOLLOWING WORK SHALL BE PERFORMED.

- A. EXPOSE BURIED LINES TO CONFIRM OR DETERMINE END CONNECTION, PIPE MATERIAL AND DIAMETER.
B. FURNISHING AND INSTALLING PIPING AND MAKING PROPER CONNECTIONS.

- 28. THRUST BLOCKS
A. LONGITUDINAL THRUST ALONG PRESSURIZED PIPE LINES AT BENDS, TEES, REDUCERS, AND CAPS OR PLUGS SHALL BE COUNTERACTED BY ENOUGH WEIGHT OF CONCRETE TO COUNTER BALANCE THE VERTICAL AND HORIZONTAL THRUST FORCE. WHERE UNDISTURBED TRENCH WALLS ARE NOT AVAILABLE FOR THRUST BLOCKING, THE CONTRACTOR SHALL FURNISH AND INSTALL SUITABLE PIPE HARNESSSES OR TIES DESIGNED AND MANUFACTURED SPECIFICALLY FOR THIS PURPOSE. HARNESSSES AND / OR TIES SHALL BE APPROVED BY THE ENGINEER.

- B. JOINTS SHALL BE PROTECTED BY FELT ROOFING PAPER PRIOR TO PLACING CONCRETE THRUST BLOCK.
C. BEARING AREA OF THRUST BLOCKS SHALL BE ADEQUATE TO PREVENT ANY MOVEMENT OF THE FITTING AND SHALL BE OF THE SIZE AND DIMENSIONS AS SHOWN ON THE DRAWINGS.

- D. CONCRETE FOR THRUST BLOCK SHALL BE CLASS C. CONCRETE SHALL BE PLACED AGAINST UNDISTURBED MATERIAL, AND SHALL NOT COVER JOINTS, BOLTS OR NUTS, OR INTERFERE WITH THE REMOVAL OF ANY JOINT. WOODEN SHOE FORMS SHALL BE PROVIDED FOR THRUST BLOCKS. IN LIEU OF THRUST BLOCKING AND WITH THE APPROVAL OF THE ENGINEER, PIPE HARNESSSES AND/OR TIES, OR RESTRAINED PUSH-ON, OR RESTRAINED MECHANICAL JOINTS MAY BE USED.

- E. RESTRAINED JOINTS SHALL BE USED WHERE SHOWN ON THE DRAWINGS.

- 29. RESTRAINED JOINTS
A. SECTIONS OF PIPING DESIGNATED ON THE DRAWINGS AS HAVING RESTRAINED JOINTS OR THOSE REQUIRING RESTRAINED JOINTS SHALL BE CONSTRUCTED USING PIPE AND FITTINGS WITH A RESTRAINED "LOCKED-TYPE" JOINTS AND THE JOINTS SHALL BE CAPABLE OF HOLDING AGAINST WITHDRAWAL FOR LINE PRESSURES 50% ABOVE THE NORMAL WORKING PRESSURE, BUT NOT LESS THAN 150 PSI. THE PIPE AND FITTINGS SHALL BE SHOWN FOR RESTRAINED PUSH-ON JOINTS OR RESTRAINED MECHANICAL JOINTS ON PAGE 416 IN SECTION VI. IN THE HANDBOOK OF CAST IRON PIPE, 4TH EDITION, MECHANICAL JOINT DUCTILE IRON PIPE RETAINER GLANDS WILL BE PERMITTED ONLY WHEN RESTRAINED JOINTS ARE NOT READILY AVAILABLE.

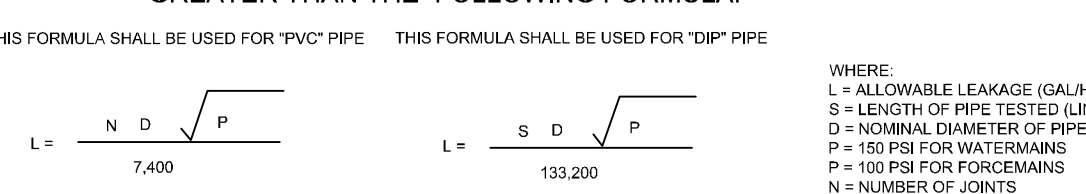
- B. RESTRAINED PIPE JOINTS THAT ACHIEVE RESTRAINT BY INCORPORATING CUT OUT SECTIONS IN THE WALL OF THE PIPE SHALL HAVE A MINIMUM WALL THICKNESS AT THE POINT OF CUT B. OUT THAT CORRESPONDS WITH THE MINIMUM SPECIFIED THICKNESS FOR THE REST OF THE PIPE.

- C. THE MINIMUM NUMBER OF RESTRAINED JOINTS REQUIRED FOR RESISTING FORCES AT FITTINGS AND CHANGES IN DIRECTION OF PIPE SHALL BE DETERMINED FROM THE LENGTH OF THE C. RESTRAINED PIPE ON EACH SIDE OF FITTINGS AND CHANGES IN DIRECTION NECESSARY TO DEVELOP RESISTING FRICTION WITH THE SOIL. THE FORMULA AND PARAMETERS GIVEN BELOW SHALL BE USED TO DETERMINE THE MINIMUM REQUIREMENTS.

- D. BOLTS AND NUTS FOR RESTRAINED JOINTS SHALL BE CORTEN, LOW ALLOW, HIGH STRENGTH STEEL.
E. THE CONTRACTOR SHALL ALSO PROVIDE RESTRAINED JOINTS IN ACCORDANCE WITH THE ABOVE CRITERIA WHENEVER THRUST BLOCKS ARE NOT USED IN CONNECTION WITH BELOW E. GROUND FITTINGS ON LINES 6-INCHES IN DIAMETER OR LESS, AND AS APPROVED BY THE ENGINEER.

- 30. PRESSURE AND LEAKAGE TEST OF UNDERGROUND PRESSURE PIPING
A. HYDROSTATIC PRESSURE AND LEAKAGE TEST SHALL CONFORM WITH SECTION 7.3 OF AWWA C605 (PVC) AND SECTION 5.2 OF AWWA C600 (DIP) SPECIFICATION WITH THE EXCEPTION THAT THE CONTRACTOR SHALL FURNISH ALL GAUGES, METERS, PRESSURE PUMPS AND OTHER EQUIPMENT NEEDED TO TEST THE LINE.
B. THE PRESSURE REQUIRED FOR THE FIELD HYDROSTATIC PRESSURE TEST SHALL BE 50% ABOVE THE NORMAL WORKING PRESSURE BUT NOT LESS THAN 150 PSI. THE CONTRACTOR SHALL PROVIDE TEMPORARY PLUGS AND BLOCKING NECESSARY TO MAINTAIN THE REQUIRED TEST PRESSURE. CORPORATION COCKS AT LEAST 3/4-INCH IN DIAMETER, PIPE RISER AND ANGLE GLOBE VALVES SHALL BE PROVIDED AT EACH PIPE DEAD-END IN ORDER TO BLEED AIR FROM THE LINE. DURATION OF PRESSURE TEST SHALL BE AT LEAST TWO (2) HOURS WITH NO DROP IN TEST PRESSURE. THE COST OF THESE ITEMS SHALL BE PAID BY THE CONTRACTOR.

- C. THE LEAKAGE TEST SHALL BE CONDUCTED FOLLOWING THE PRESSURE TEST AND SHALL BE OF NOT LESS THAN 2 HOURS DURATION. ALL LEAKS EVIDENT AT THE SURFACE SHALL BE REPAIRED AND LEAKAGE ELIMINATED REGARDLESS OF TOTAL LEAKAGE AS SHOWN BY TEST. LINES WHICH FAIL TO MEET TESTS SHALL BE REPAIRED AND RETESTED AS NECESSARY UNTIL TEST REQUIREMENTS ARE COMPLIED WITH. DEFECTIVE MATERIALS, PIPES VALVES AND ACCESSORIES SHALL BE REMOVED AND REPLACED. THE PIPE LINES SHALL BE TESTED IN SUCH SECTIONS AS MAY BE DIRECTED BY THE ENGINEER BY SHUTTING VALVES OR INSTALLING TEMPORARY PLUGS AS AS REQUIRED. THE LINES SHALL BE FILLED WITH WATER ALL AIR REMOVED AND THE TEST PRESSURE SHALL BE MAINTAINED IN THE PIPE FOR THE ENTIRE TEST PERIOD BY MEANS OF A FORCE PUMP TO BE FURNISHED BY THE CONTRACTOR. ACCURATE MEANS SHALL BE PROVIDED FOR MEASURING THE WATER REQUIRED TO MAINTAIN THIS PRESSURE. THE AMOUNT OF WATER REQUIRED IS A MEASURE OF THE LEAKAGE.
D. THE AMOUNT OF LEAKAGE WHICH WILL BE PERMITTED SHALL BE IN ACCORDANCE WITH AWWA C600 STANDARDS FOR ALL PRESSURE. NO PIPE INSTALLATION D. SHALL BE ACCEPTED IF THE LEAKAGE IS GREATER THAN THE FOLLOWING FORMULA:



- E. THE CONTRACTOR MUST SUBMIT HIS PLAN FOR TESTING TO THE ENGINEER FOR REVIEW AT LEAST TEN (10) DAYS BEFORE STARTING THE TEST. THE CONTRACTOR SHALL REMOVE AND ADEQUATELY DISPOSE ALL BLOCKING MATERIAL AND EQUIPMENT AFTER COMPLETION AND ACCEPTANCE OF THE FIELD HYDROSTATIC TEST, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ANY DAMAGE TO THE PIPE COATING SHALL BE REPAIRED BY THE CONTRACTOR. LINES SHALL BE TOTALLY FREE AND CLEAN PRIOR TO FINAL ACCEPTANCE.

- 31. LEAKAGE TEST FOR GRAVITY SANITARY SEWERS
A. LEAKAGE TEST SHALL BE THE LOW PRESSURE AIR TEST OR LEAKAGE / INFILTRATION, IN GENERAL, LEAKAGE / INFILTRATION TEST MAY BE REQUIRED IN AREA WITH GROUNDWATER. MAXIMUM INFILTRATION IS 0.2 GALLONS PER HOUR PER INCH DIAMETER PER 100 FEET. MANHOLE MAY BE TESTED SIMULTANEOUSLY WITH HYDROSTATIC TEST, BY FILLING MANHOLE WITH WATER TO AN ELEVATION 1 FOOT BELOW THE START OF THE CONE SECTION WITH A MINIMUM DEPTH OF 20 FEET WHERE THE MANHOLES ARE TESTED WITH THE SEWER LINE NO ADDITIONAL LEAKAGE WILL BE ALLOWED ABOVE THAT FOR THE MAINLINE SEWER. THE MAXIMUM ALLOWABLE DROP IN THE WATER SURFACE SHALL BE 1/2 INCH FOR EACH 15 MINUTES PERIOD OF TESTING.
B. THE AIR LEAKAGE TEST SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROCEDURE FOR "RECOMMENDED PRACTICE FOR LOW PRESSURE AIR TESTING OF INSTALLED SEWER PIPE", AS ESTABLISHED BY THE UNI-BELL PVC PIPE ASSN. PASSING THIS TEST, SHALL BE PRESUMED TO ESTABLISH LEAKAGE TEST LIMITS OF 50 GALLONS PER DAY PER INCH DIAMETER PER MILE SEWER.
C. INTERNAL VIDEO INSPECTION FOR THE GRAVITY SEWER SHALL BE PERFORMED BY THE CONTRACTOR TO CHECK FOR ALIGNMENT AND DEFLECTION. THE TELEVISION INSPECTION SHALL ALSO BE USED TO CHECK FOR CRACKED, BROKEN OR OTHERWISE DEFECTIVE PIPE, AND OVERALL PIPE INTEGRITY.
D. THE CONTRACTOR SHALL SUBMIT CONTRACTOR TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY AS TO WHICH TYPE OF TEST IS TO BE D. PERFORMED. 40. STANDARDS ALL PROFESSIONAL STANDARDS LISTED WITHIN THESE NOTES SHALL REFER TO THE MOST CURRENT EDITION.

- 32. STANDARDS
ALL PROFESSIONAL STANDARDS LISTED WITHIN THESE NOTES SHALL REFER TO THE MOST CURRENT EDITION

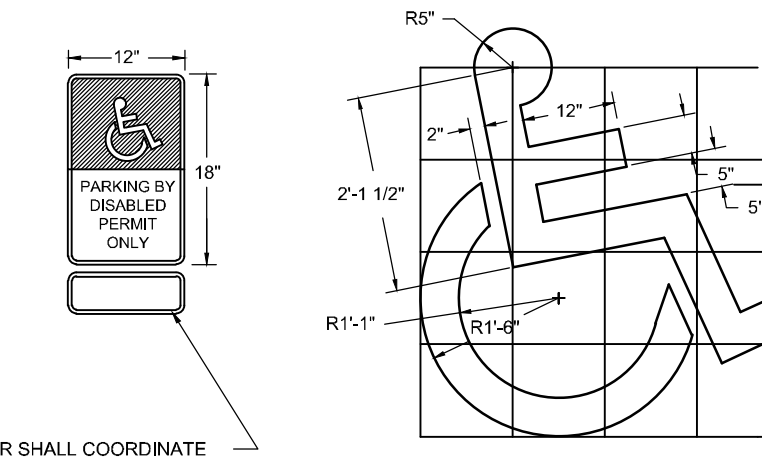
STRIPING AND SIGNAGE NOTES

- 1. UNLESS OTHERWISE NOTED, ALL PAVEMENT STRIPING SHALL BE PAINT. PAINTING SHALL COMPLY WITH FDOT SPECIFICATION SECTION 710 AND 971.
2. SIGNS AND PAVEMENT MARKINGS ARE TO BE PLACED IN ACCORDANCE WITH THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' AND THE TRAFFIC DESIGN STANDARDS.
3. PARKING LOT STRIPING ROWS SHALL BE DISTRIBUTED EVENLY BETWEEN LANDSCAPE ISLAND CURBS TO ACHIEVE THE NUMBER OF SPACES INDICATED ON THE STRIPING PLAN.
4. SIGNAGE SHALL HAVE A MINIMUM BOTTOM OF SIGN TO FINISH GRADE OF 7 FEET.
5. REFLECTIVE PAVEMENT MARKERS SHALL CONFORM TO FDOT STANDARD SPECIFICATION SECTION 706.
6. THERMOPLASTIC STRIPING SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATION SECTION 711. ONLY ALKYD BASED MATERIALS SHALL BE USED.

GENERAL NOTES

- 1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER, PRIOR TO CONSTRUCTION, OF ANY DISCREPANCIES FOUND BETWEEN THESE PLANS, THE ARCHITECTURAL PLANS AND/OR FIELD CONDITIONS.
2. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE WITH THE VARIOUS UTILITIES TO FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WHICH MAY INTERFERE WITH THE PROPOSED WORK. RELOCATION OR EXTENSION OF EXISTING UTILITIES SHALL BE COORDINATED BY THE CONTRACTOR.
3. ALL MATERIALS, CONSTRUCTION METHODS, CONSTRUCTION INSPECTIONS AND TESTING FOR THE PROJECT IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND CITY OF APOPKA DEVELOPMENT REGULATIONS, MOST RECENT EDITIONS.
4. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED ORANGE COUNTY AND CITY OF APOPKA UNDERGROUND UTILITY RIGHT-OF-WAY PERMITS.
5. AS-BUILT DRAWINGS SHALL BE PREPARED BY AND CERTIFIED BY A REGISTERED SURVEYOR, AND SHALL BE PROVIDED TO THE PROJECT ENGINEER UPON COMPLETION OF THE PROJECT SITE IMPROVEMENTS. AS-BUILT DRAWINGS SHALL REFLECT ANY CHANGES TO THE IMPROVEMENTS MADE DURING CONSTRUCTION. BOTH THE ORIGINAL DESIGN AND REVISED AS-BUILT DATA, AS APPLICABLE, MUST BE CLEARLY SHOWN. THE AS-BUILT DRAWINGS MUST BE CLEARLY LABELED AS AS-BUILT OR RECORD DRAWING. THE FOLLOWING INFORMATION, AT A MINIMUM, SHALL BE CERTIFIED ON THE AS-BUILT DRAWINGS:

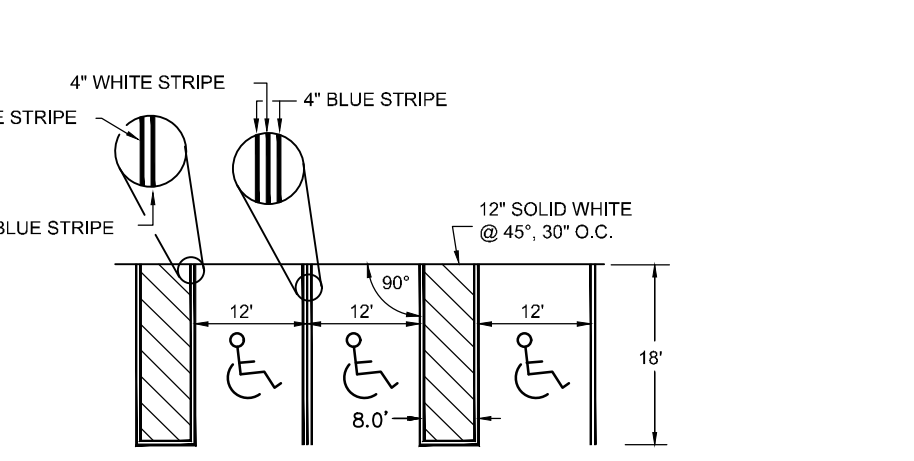
- A. WASTEWATER COLLECTION/TRANSMISSION SYSTEM: LOCATION, DIMENSION, AND INVERT ELEVATIONS OF PIPES, MANHOLES (INCLUDING RIM ELEVATION), AND OTHER ASSOCIATED FACILITIES.
6. ALL PRIVATE AND PUBLIC PROPERTY DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING.
7. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL DEVICES TO PROTECT AND FACILITATE TRAFFIC MOVEMENT DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER, REVIEW AND MAINTAIN A COPY OF ALL REQUIRED PERMITS FOR THE PROJECT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION ON THE CONSTRUCTION SITE.
9. THE CONTRACTOR SHALL NOT INITIATE ANY ASPECT OF THE WORK DEPICTED ON THESE DRAWINGS UNTIL HE HAS RECEIVED WRITTEN ACKNOWLEDGMENT FROM THE OWNER OR ENGINEER THAT ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR SHALL REVIEW, FAMILIARIZE HIMSELF WITH, AND MAINTAIN COPIES OF APPLICABLE PERMITS AT THE CONSTRUCTION SITE, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS AND MODIFICATIONS.
10. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL BARRICADES, WARNING SIGNS, MARKINGS, ETC. FOR HAZARDS AND THE CONTROL OF TRAFFIC, IN CONFORMITY WITH FDOT STANDARDS, THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, OR AS DIRECTED BY FDOT OR CITY OF APOPKA; WHERE THE WORK CAUSES OBSTRUCTION TO THE NORMAL TRAFFIC OR CONSTITUTES IN ANY WAY A HAZARD TO THE PUBLIC



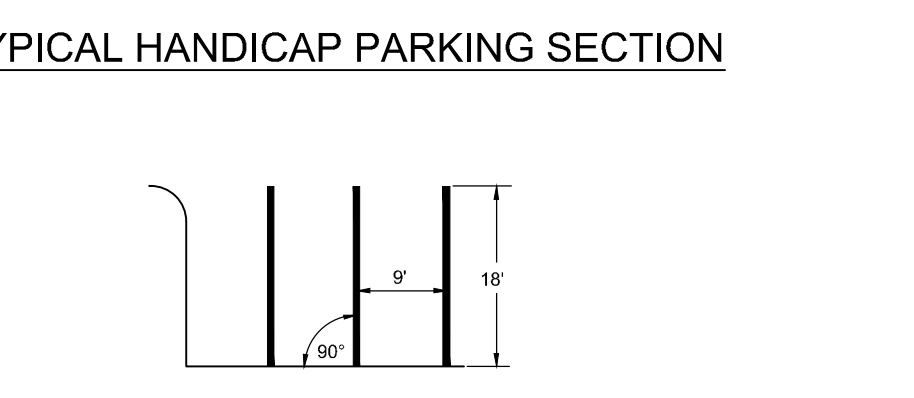
HANDICAP STRIPING DETAIL N.T.S.

- 1. ALL LETTERS ARE 1" SERIES "C", PER MUTCD.
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
4. ONE (1) SIGN IS REQUIRED FOR EACH PARKING SPACE.
5. HEIGHT OF SIGN SHALL 7'-6" FROM FINISHED GROUND TO BOTTOM OF SIGN.

HANDICAP PARKING SIGN DETAIL N.T.S.



TYPICAL HANDICAP PARKING SECTION N.T.S.



TYPICAL STRIPING DETAIL N.T.S.

Table with columns: JOB NO., DATE, REV., DESCRIPTION, COMMENTS, and APPROVED BY. Includes date 6-30-2016 and revision 1.

CENTRAL FLORIDA RECOVERY GENERAL NOTES & DETAILS

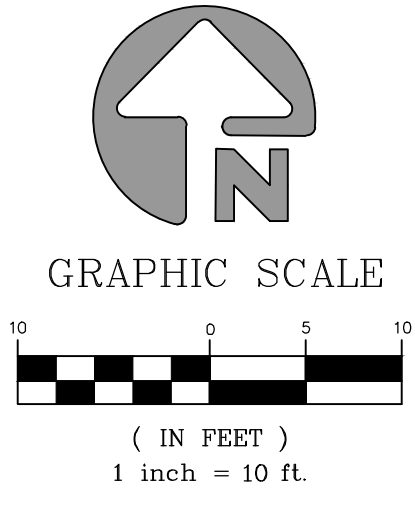
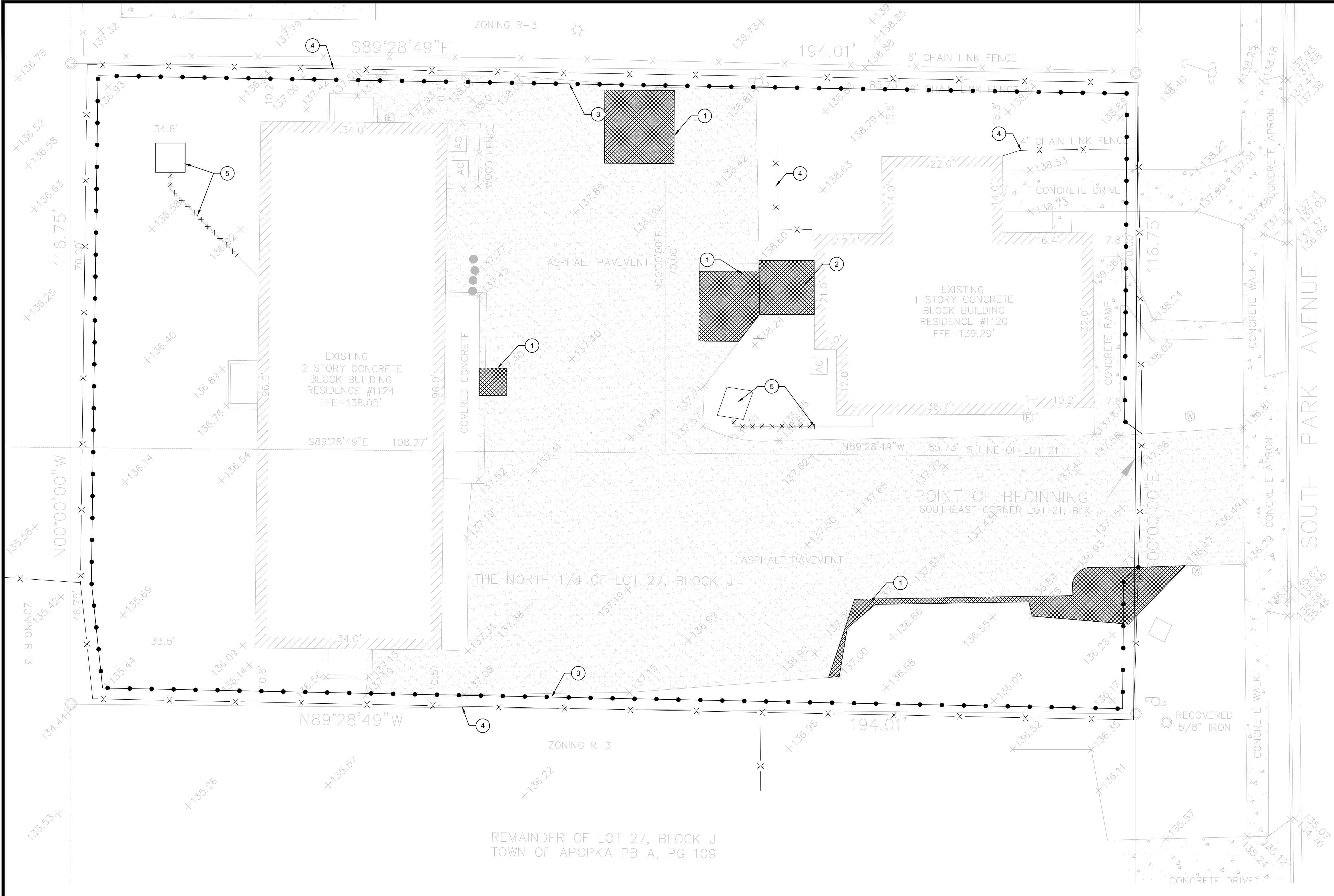
HEI Highland Engineering, Inc. 79 West Wilma Street, Orlando, Florida 32806. Office 407-275-7877, Fax 407-275-7901, CA No. 27612

Job No.: CFR-001, Designed by: JB, Drawn by: DB, Approved by: JB, Date: 05.02.16, Sheet: C1.0. Includes professional seal for Jeffrey W. Banker, P.E., Registration No. 64122, dated 5/2/16.

Vertical text on the left margin: D:\brinkman\8/5/2016\J:\CFR-001\Drawings\Construction\Plans\C1.1 - GENERAL NOTES - CFR-001.dwg



Dbrinkman 8/5/2016 J:\CFR-001\Drawings\Construction Plans\C1.0 - DEMO-EROSION CONTROL - CFR-001.dwg



**LEGEND**

- LIMITS OF SURFACE DEMOLITION
- SILT FENCE

**KEY NOTES**

- 1 REMOVE ASPHALT PAVEMENT
- 2 REMOVE CONCRETE PAVEMENT
- 3 SILT FENCE (SEE DETAIL THIS SHEET)
- 4 REMOVE CHAINLINK FENCE
- 5 REMOVE EXISTING DOSING TANK AND ASSOCIATED PIPING. CAP EXISTING SEWER PIPING TO ACCOMMODATE MODIFIED SEWER PIPE ROUTING. SEE UTILITY PLAN FOR COORDINATION.

**DEMOLITION NOTES**

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES FOUND BETWEEN THESE PLANS AND EXISTING FIELD CONDITIONS.
2. EXISTING PAVEMENT AREAS TO REMAIN UNDISTURBED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION ACTIVITIES.
3. CONTRACTOR SHALL COORDINATE WITH THE OWNER REGARDING LOCATION TO STOCKPILE ANY REUSABLE STRUCTURES, PAVEMENT BASE MATERIAL, FIXTURES, ETC.
4. CONTRACTOR SHALL COORDINATE WITH ALL THE UTILITY COMPANIES FOR ALL UTILITIES THAT REQUIRE REMOVAL OR RELOCATION.
5. DEMOLITION MATERIALS, FACILITIES, ETC., AS DEPICTED AND/OR NOTED BY THESE DRAWINGS, SHALL BE REMOVED FROM FROM OWNERS PROPERTY SHALL BE LEGALLY DISPOSED IN CONFORMANCE WITH APPLICABLE REGULATIONS.

**EROSION CONTROL NOTES**

1. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO SOIL DISTURBANCE OR AS THE FIRST STEP IN CONSTRUCTION. THESE MEASURES MUST REMAIN IN PLACE AND MAINTAINED IN GOOD CONDITION UNTIL CONSTRUCTION IS COMPLETE, SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED.
2. EROSION CONTROL IS PERFORMANCE BASED, SO MEASURES ADDITIONAL TO WHAT IS INDICATED ON THE APPROVED PLANS MAY BE NEEDED TO PREVENT OFF-SITE IMPACTS.
3. PERIMETER CONTROL. PROPERLY TRENCHED SILT FENCE OR OTHER APPROVED PERIMETER CONTROLS SHALL BE PLACED ALONG ALL PERIMETERS OF THE PROJECT SITE, WHICH IS DOWN GRADIENT OF ANY DISTURBED SOIL.
4. THE CONTRACTOR SHALL PROMPTLY REMOVE ALL MUD, DIRT, OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES, DUE TO CONSTRUCTION.
5. DEWATERING ACTIVITIES WILL NOT RESULT IN ANY DISCHARGE OF TURBID WATER FROM THE PROJECT SITE.
6. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED
7. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
8. THE LOCATION AND TYPE OF THE EROSION CONTROL MEASURES SHOWN ON THIS DRAWING ARE PROVIDED FOR GENERAL GUIDANCE TO THE CONTRACTOR. THE METHODS AND SEQUENCING OF CONSTRUCTION EMPLOYED BY THE CONTRACTOR MAY REQUIRE MORE OR LESS EROSION CONTROL MEASURES THAN THAT DEPICTED TO MAINTAIN ADEQUATE EROSION AND SEDIMENT CONTROL FOR THE CONSTRUCTION ACTIVITIES.
9. EROSION/TURBIDITY BARRIERS MUST BE INSTALLED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SEDIMENT OR SUSPENDED SOLIDS TO ADJACENT PROPERTIES, JURISDICTIONAL WETLANDS AND/OR RECEIVING WATERBODIES EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. THEREAFTER THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE CONTRACTOR SHALL MAINTAIN THE EROSION/TURBIDITY CONTROL BARRIERS DAILY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING

THE NECESSARY EROSION/TURBIDITY CONTROL FOR THIS PROJECT. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY PENALTIES IMPOSED BY THE PERMITTING AGENCY FOR ANY EROSION, SHOALING, OR WATER QUALITY PROBLEMS RESULTANT TO CONSTRUCTION ACTIVITIES.

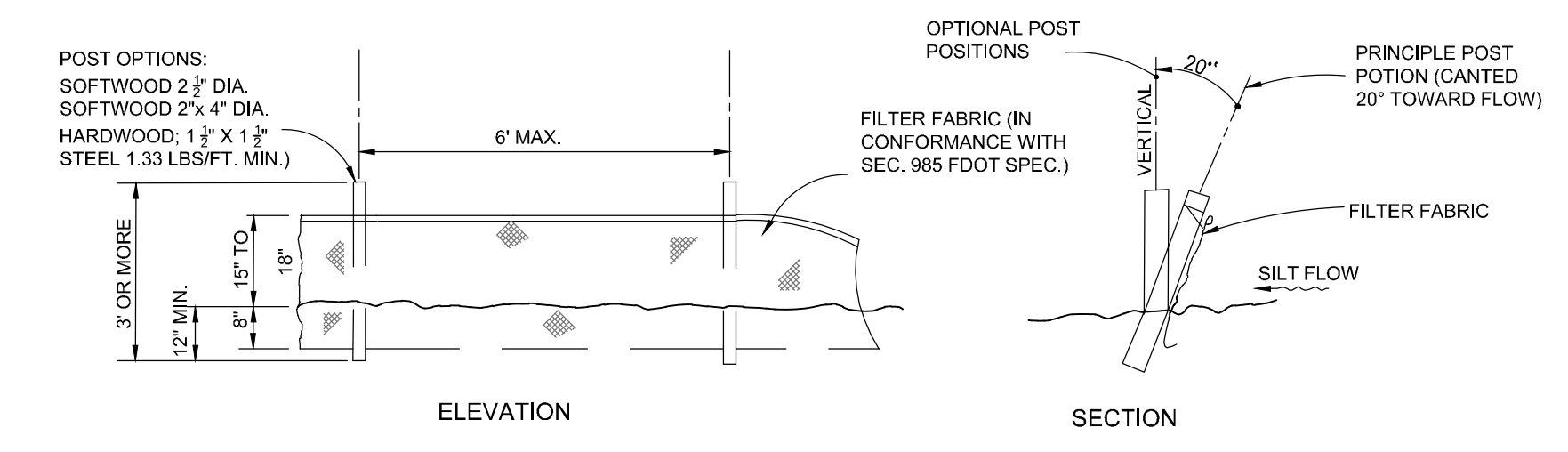
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL USE APPROPRIATE BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENT CONTROL AS DESCRIBED IN THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT AND/OR ACCORDING TO F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS FOR EROSION CONTROL APPLICATIONS.

11. MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATERBODIES. THE CONTRACTOR MUST IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF THE WATER QUALITY CRITERIA AND STANDARDS IN CHAPTERS 17-4, 17-302, F.A.C. ALL EROSION/SEDIMENT CONTROL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN SECTION 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF

ENVIRONMENTAL REGULATION 1988), UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED BY THE WATER MANAGEMENT DISTRICT IN WHICH CASE THE PRACTICES MUST BE IN ACCORDANCE WITH THE PLAN. IF SITE SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, THE CONTRACTOR MUST IMPLEMENT THE NECESSARY ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES.

12. TEMPORARY SEEDING AREAS OPENED BY CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DRESSED OR RECEIVE FINAL GRASSING TREATMENT WITHIN THIRTY DAYS SHALL BE SEEDING WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER, DURING THE SEASON IN WHICH IT IS PLANTED. TEMPORARY SEEDING SHALL BE CONTROLLED SO AS TO NOT ALTER OR COMPETE WITH PERMANENT GRASSING. THE RATE OF SEEDING SHALL BE 30 POUNDS PER ACRE.

13. TEMPORARY GRASSING THE SEEDING OR SEEDING AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY REGRASSING IF, AFTER 14 DAYS, THE TEMPORARY GRASSING AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED TO ESTABLISH THE DESIRED VEGETATION COVER.



**SILT FENCE DETAIL**

REV.	DATE	DESCRIPTION	APP'D BY
1	6-30-2016	REVISED PER CITY OF APOPKA COMMENTS	JNB

**CENTRAL FLORIDA RECOVERY  
DEMOLITION & EROSION CONTROL PLAN**



JOB No.:	CFR-001
DESIGNED BY:	JNB
DRAWN BY:	DB
APPROVED BY:	JNB
DATE:	05.02.16
SHEET:	C1.1

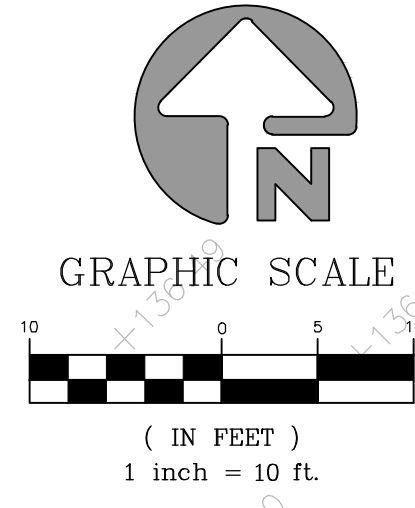
NOT FOR CONSTRUCTION UNLESS SIGNED AND SEALED

No 64122

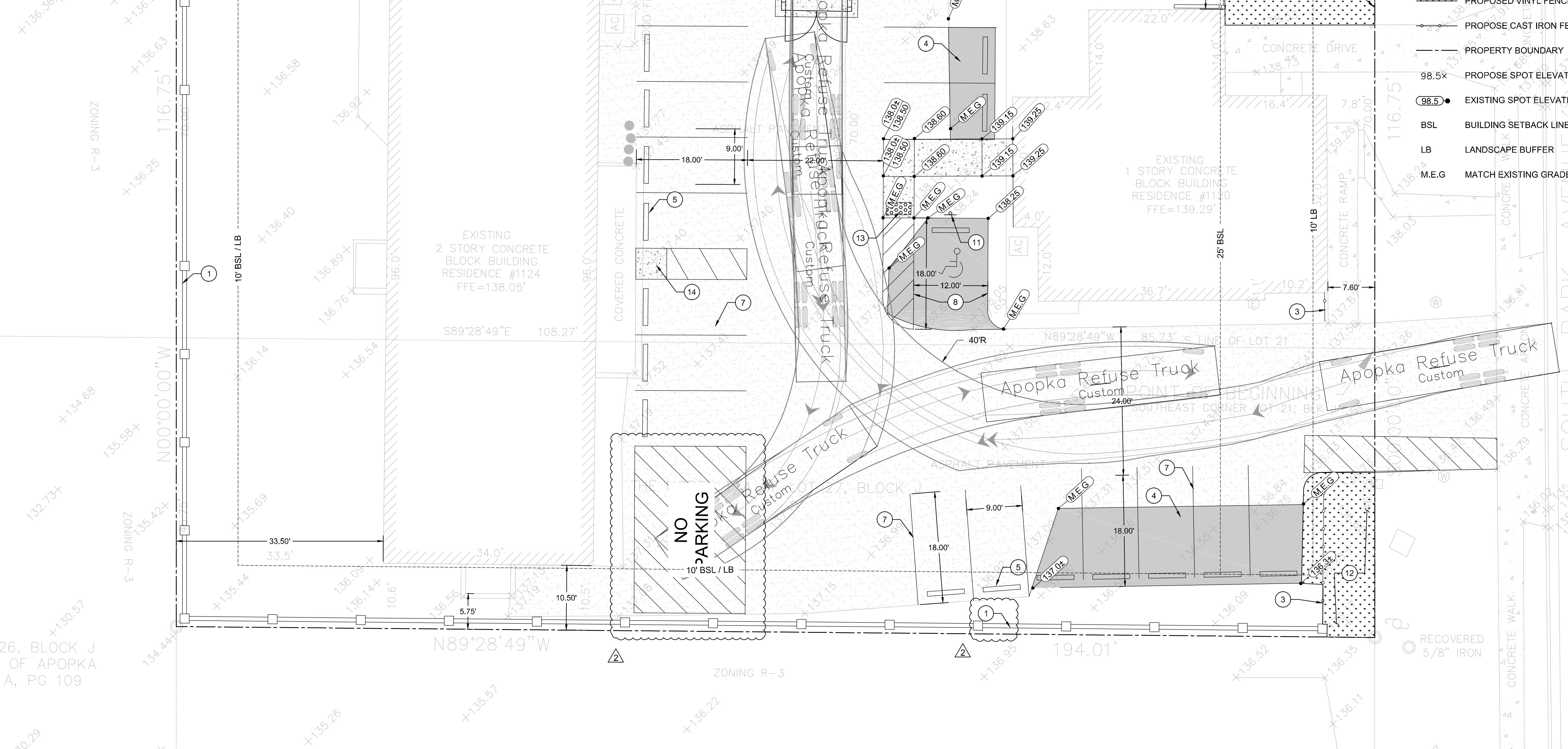
JEFFERY W. BANKER, P.E.  
REGISTRATION No. 64122  
FLORIDA

DATE: 05/02/16





GRAPHIC SCALE  
( IN FEET )  
1 inch = 10 ft.

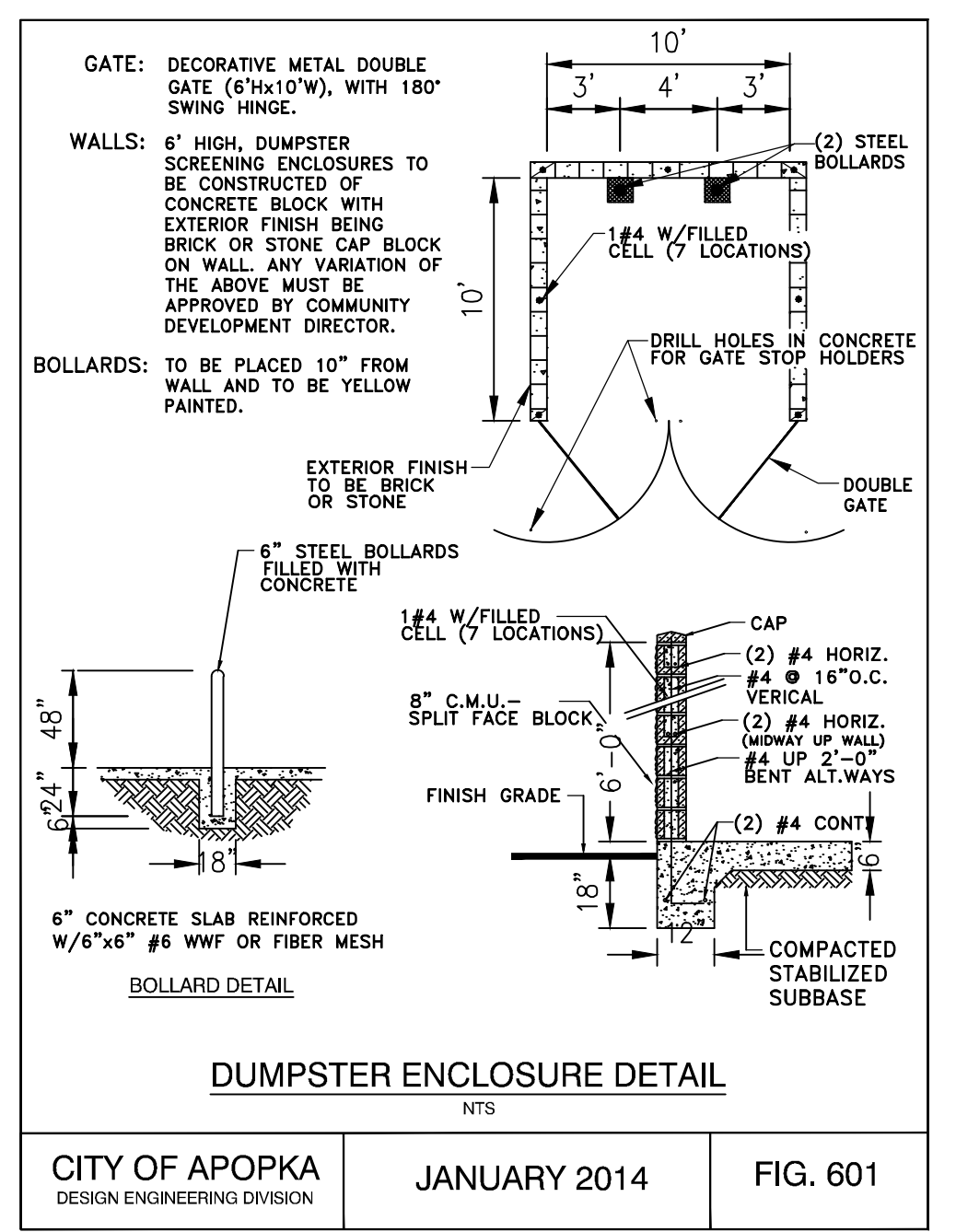


**LEGEND**

- EXISTING PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED GRAVEL
- PROPOSED LANDSCAPE AREA
- PROPOSED VINYL FENCE
- PROPOSED CAST IRON FENCE
- PROPERTY BOUNDARY
- 98.5 PROPOSED SPOT ELEVATION
- 98.5 EXISTING SPOT ELEVATION
- BSL BUILDING SETBACK LINE
- LB LANDSCAPE BUFFER
- M.E.G. MATCH EXISTING GRADE

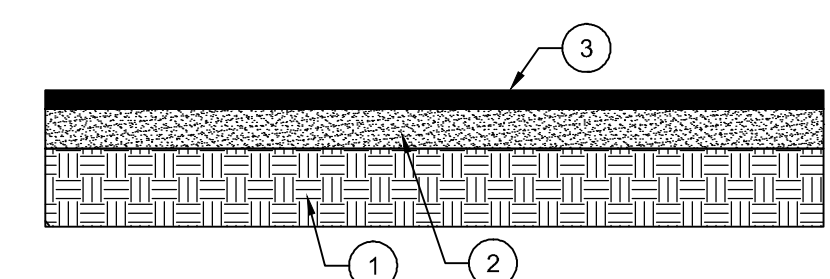
**KEY NOTES**

- 1 6' HIGH MASONRY SCREEN WALL (PERMITTED BY OTHERS)
- 2 6' HIGH MASONRY SCREEN WALL or 6' VINYL PRIVACY FENCE ALONG NORTH PROPERTY LINE
- 3 CAST IRON or DECORATIVE ALUMINUM FENCE (SEE DETAIL THIS SHEET)
- 4 PROPOSED ASPHALT PAVEMENT
- 5 CURB STOP - TYP. (SEE DETAIL THIS SHEET)
- 6 DUMPSTER ENCLOSURE AND PAD (SEE DETAIL THIS SHEET)
- 7 4" WHITE PARKING STRIPE (TYP. - SEE DETAIL SHEET C1.1)
- 8 6" BLUE HANDICAP PARKING SPACE (SEE DETAIL SHEET C1.1)
- 9 LIFT STATION (SEE SHEETS C3.0 AND C4.0))
- 10 NOT USED
- 11 HANDICAP PARKING SIGN
- 12 LANDSCAPING AND IRRIGATION TO BE IN ACCORDANCE WITH CITY ORDINANCE NO. 2069
- 13 2' DETECTABLE WARNING STRIP
- 14 CONCRETE RAMP - MAX SLOPE OF 8%



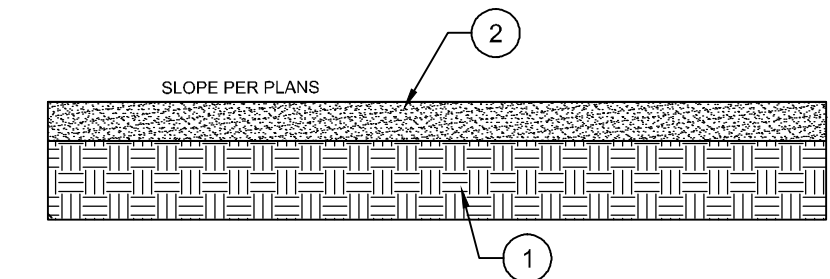
26, BLOCK J OF APOPKA A, PG 109

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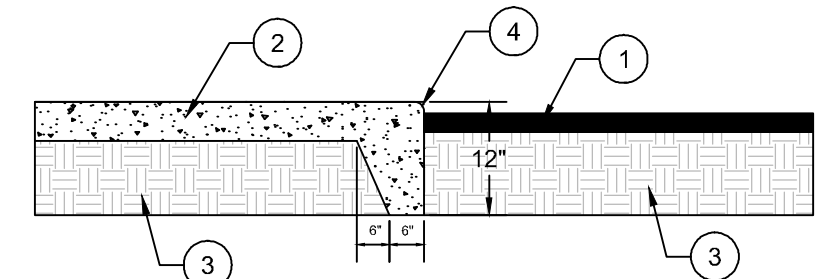
- 1 10" STABILIZED SUBGRADE (MINIMUM LBR OF 40 OR FBV OF 75)
  - 2 6" BASE LIMEROCK OR CRUSHED CONCRETE, (MINIMUM LBR OF 100). THE EXCAVATED GRAVEL SHALL BE DISTRIBUTED AND COMPACTED EVENLY AT THE BOTTOM OF THE BASE COURSE WITHIN PAVEMENT AREA #1 AND PAVEMENT AREA #2
  - 3 1.5" ASPHALT (TYPE S-3)
- NOTE:  
THE BASE COURSE MAY BE INCREASED FROM 6" TO 10" AS AN ACCEPTABLE ALTERNATE TO PROVIDING A 10" STABILIZED SUBGRADE.

**PAVEMENT TYPICAL SECTION**  
NTS



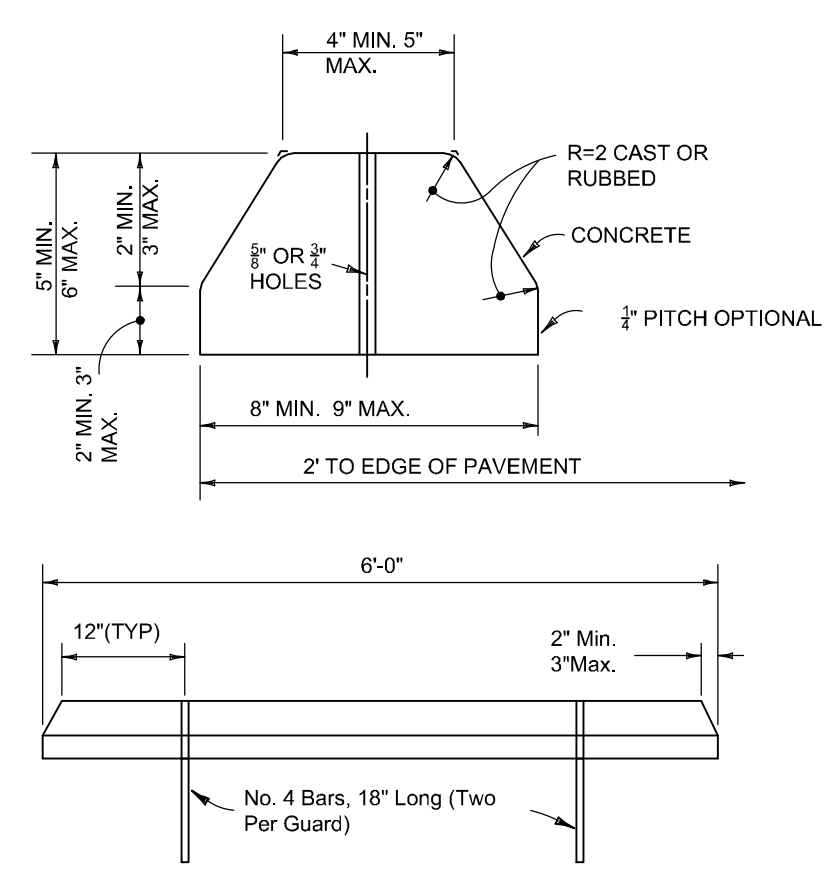
- 1 12" COMPACTED SUBGRADE: CLEAN FINE SAND (SP USCS CLASSIFICATION) COMPACTED TO 95% OF THE PROCTOR MAX DRY DENSITY (ASTM D1557)
  - 2 4" CONCRETE (3000 PSI, FIBERMESH, NON-REINFORCED)
- NOTE:  
1.) SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS.  
2.) 3/16" SAW CUTS SHALL BE AT 5' MAX INTERVALS WITHIN 96 HOURS OF POUR.  
3.) 3/16" SAW CUTS JOINTS, 1 1/2" (WITHIN 12 HRS) MAX. 30' CENTERS.

**CONCRETE SIDEWALK SECTION**  
NTS

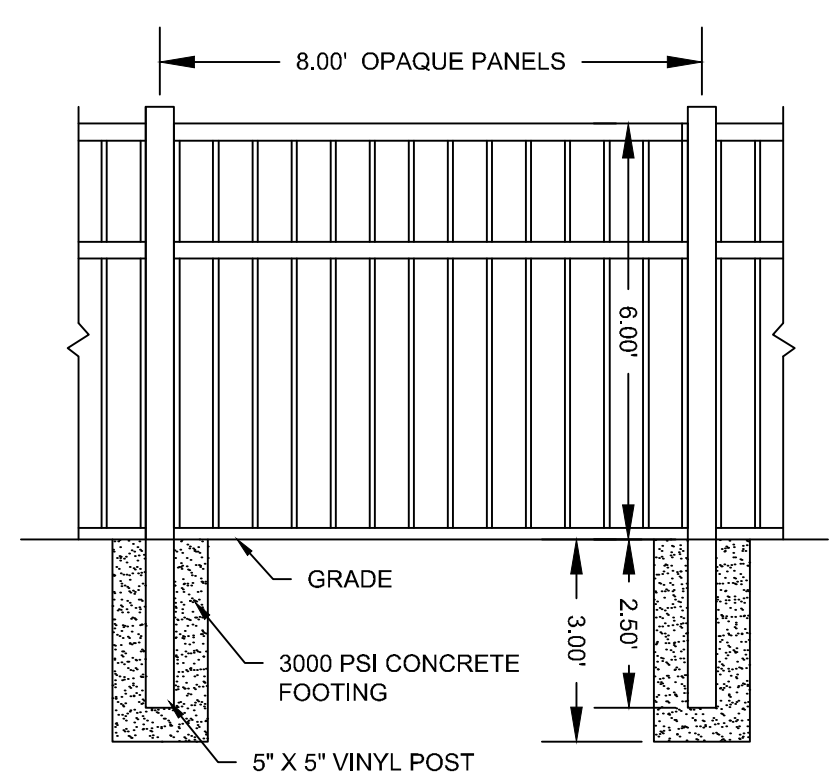


- 1 1.5" ASPHALT SURFACE
  - 2 4" CONCRETE (3000 PSI, FIBERMESH, NON-REINFORCED)
  - 3 STABILIZED SUBGRADE
  - 4 1/2" RADIUS
- NOTE: THICKENED EDGE TO BE INSTALLED WHERE CONCRETE PAVEMENT ADJOINS ASPHALT PAVEMENT

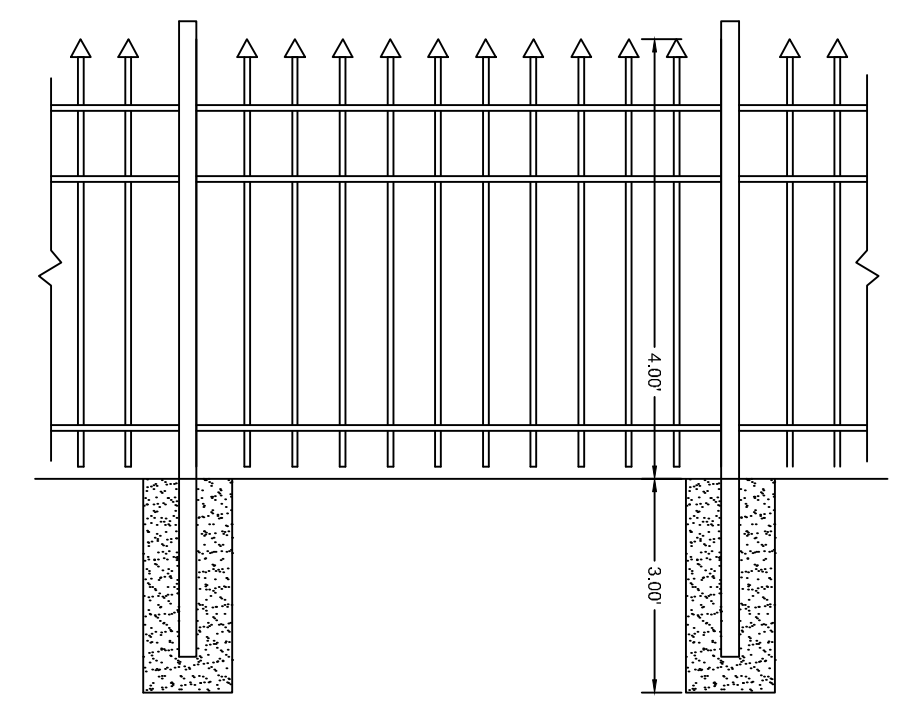
**THICKENED CONCRETE EDGE DETAIL**  
NTS



**WHEEL STOP DETAIL**  
NTS



**VINYL FENCE DETAIL**  
NTS



**ALUMINUM FENCE DETAIL**  
NTS

REV.	DATE	DESCRIPTION
1	6-30-2016	REVISED PER CITY OF APOPKA COMMENTS
2	8-1-2016	REVISED PER CITY OF APOPKA COMMENTS

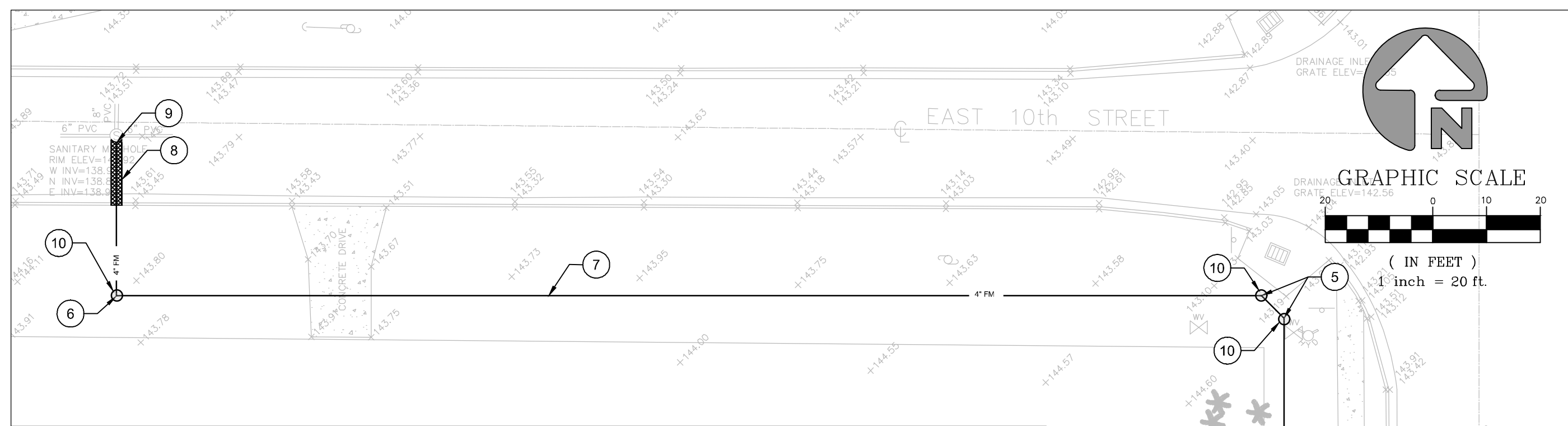
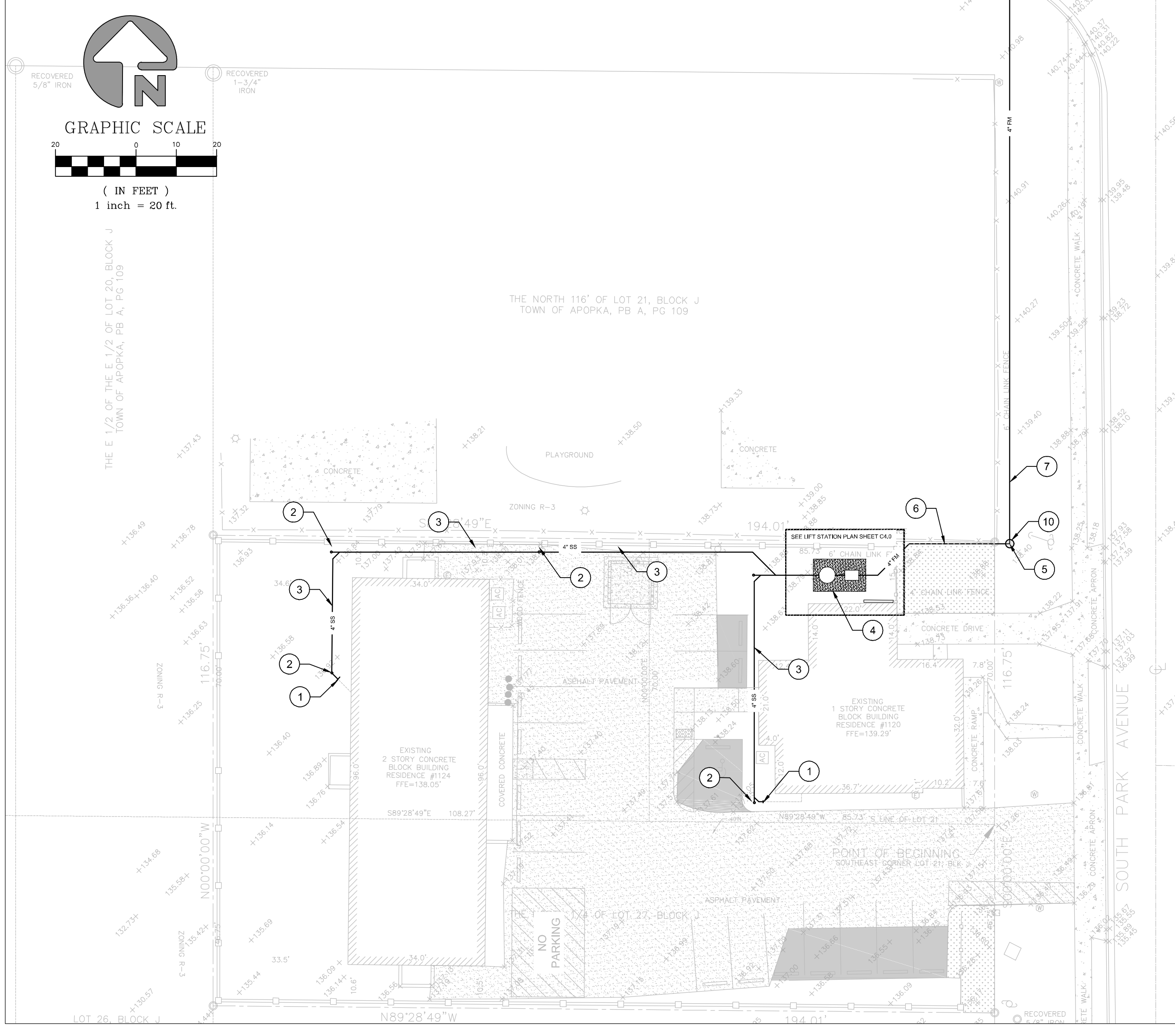
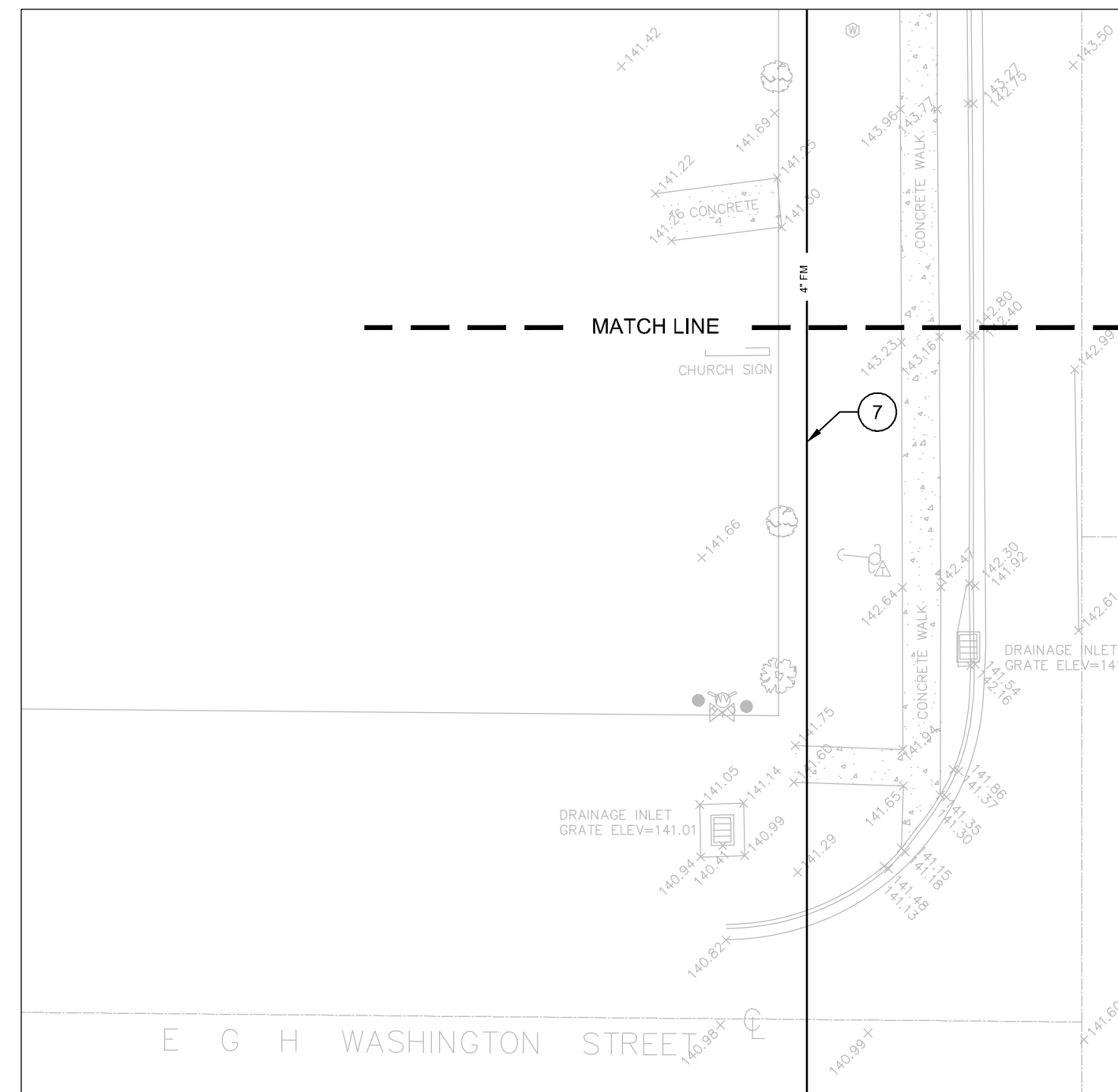
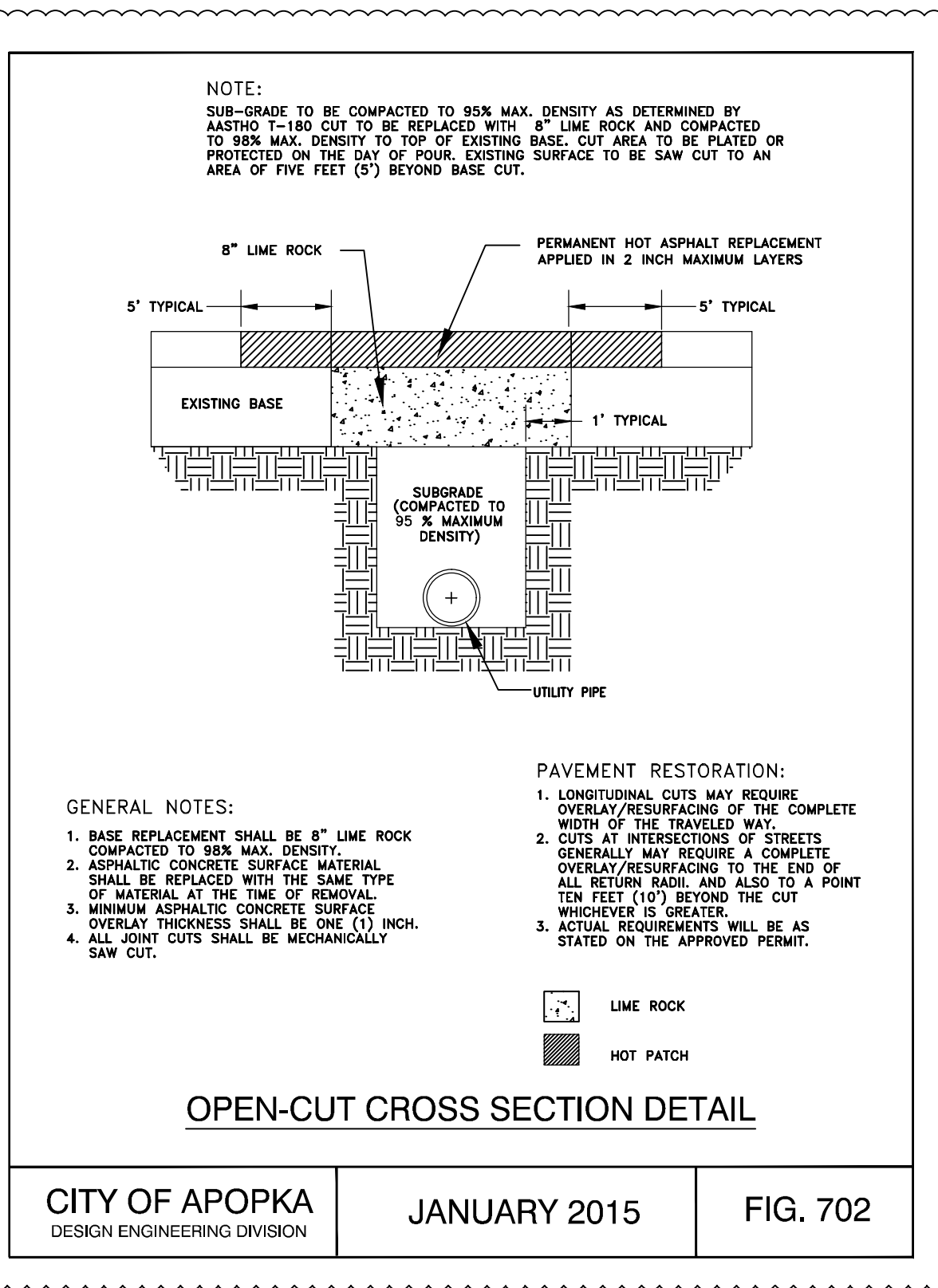
**CENTRAL FLORIDA RECOVERY**  
**SITE PLAN & DETAILS**

**HEI**  
HIGHLAND ENGINEERING, INC.  
70 West Wilma Street  
Orlando, Florida 32806  
Office: 407-275-7877  
Fax: 407-275-7901  
CA No. 27612

JOB No.: CFR-001  
DESIGNED BY: JB  
DRAWN BY: DB  
APPROVED BY: JB  
DATE: 05.02.16  
SHEET: C2.0

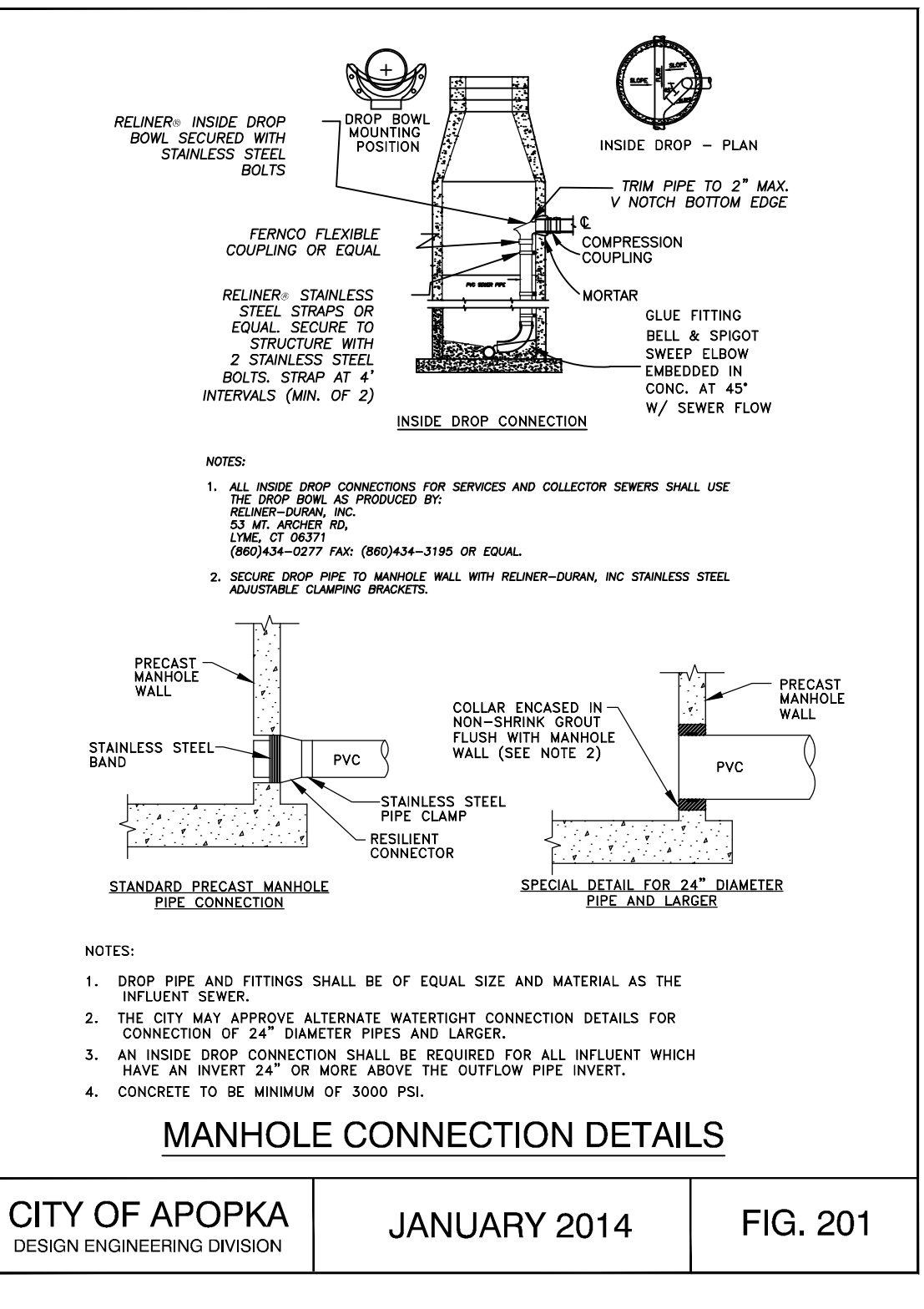
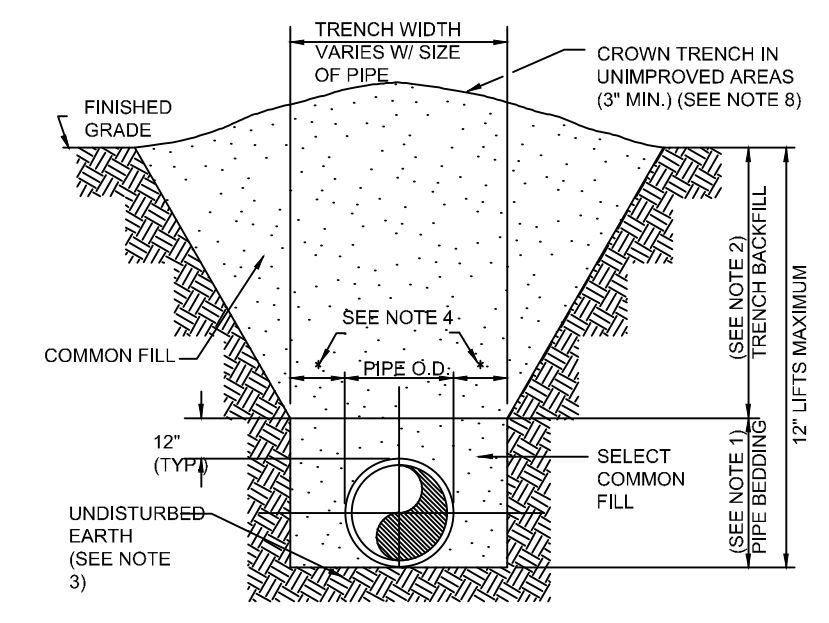
NOTE FOR CONSTRUCTION: UNLESS SHOWN AND SEALED

No 64122  
JEFFERY W. BANKER, P.E.  
REGISTRATION No. 64122  
FLORIDA  
DATE: 05.02.16



- KEY NOTES**
- 1 CONNECT TO EXISTING 4" SANITARY (SCH. 40 PVC)
  - 2 4" CLEANOUT
  - 3 4" SANITARY SEWER PIPING (SCH. 40 PVC) @ 1.0% MIN SLOPE
  - 4 SANITARY SEWER LIFT STATION (SEE LIFT STATION PLAN SHEET C4.0)
  - 5 4" MJ FITTING
  - 6 4" HDPE FORCE MAIN PIPING (TRENCHED INSTALLED - SEE DETAIL THIS SHEET)
  - 7 4" HDPE FORCE MAIN PIPING (DIRECTION DRILLED)
  - 8 SAWCUT AND REMOVE PAVEMENT TO ACCOMADATE FORCE MAIN INSTALLATION (SEE DETAIL THIS SHEET - COORDINATE WITH CITY OF APOPKA)
  - 9 CONNECT TO EXISTING MANHOLE (SEE DETAIL THIS SHEET)
  - 10 BORE / RECEIVING PIT WHERE REQUIRED

- DIRECTIONAL BORING NOTES**
1. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO LOCATE AND IDENTIFY EXISTING UTILITIES.
  2. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES AT ALL POINTS OF CROSSINGS AND/OR CONFLICTS.
  3. CONTRACTOR SHALL PROVIDE A MINIMUM SEPARATION OF 18" AT POINTS OF UTILITY CROSSINGS.
  4. CONTRACTOR SHALL OBTAIN REQUIRED ORANGE COUNTY RIGHT OF WAY AND MOT PERMITS PRIOR TO WORK IN THE PARK AVENUE RIGHT OF WAY.



- MANHOLE CONNECTION NOTES**
1. CONTRACTOR SHALL LINE THE INTERIOR SURFACES OF THE MANHOLE IN ACCORDANCE WITH THE CITY OF APOPKA UTILITY DESIGN AND CONSTRUCTIONS MANUAL, APPENDIX C2.

REV.	DATE	DESCRIPTION
1	6-30-2016	REVISED PER CITY OF APOPKA COMMENTS
2	8-1-2016	REVISED PER CITY OF APOPKA COMMENTS

**CENTRAL FLORIDA RECOVERY**  
**SITE UTILITY PLAN & DETAILS**



JOB No.:	CFR-001
DESIGNED BY:	JB
DRAWN BY:	DB
APPROVED BY:	JB
DATE:	05.02.16
SHEET:	C3.0

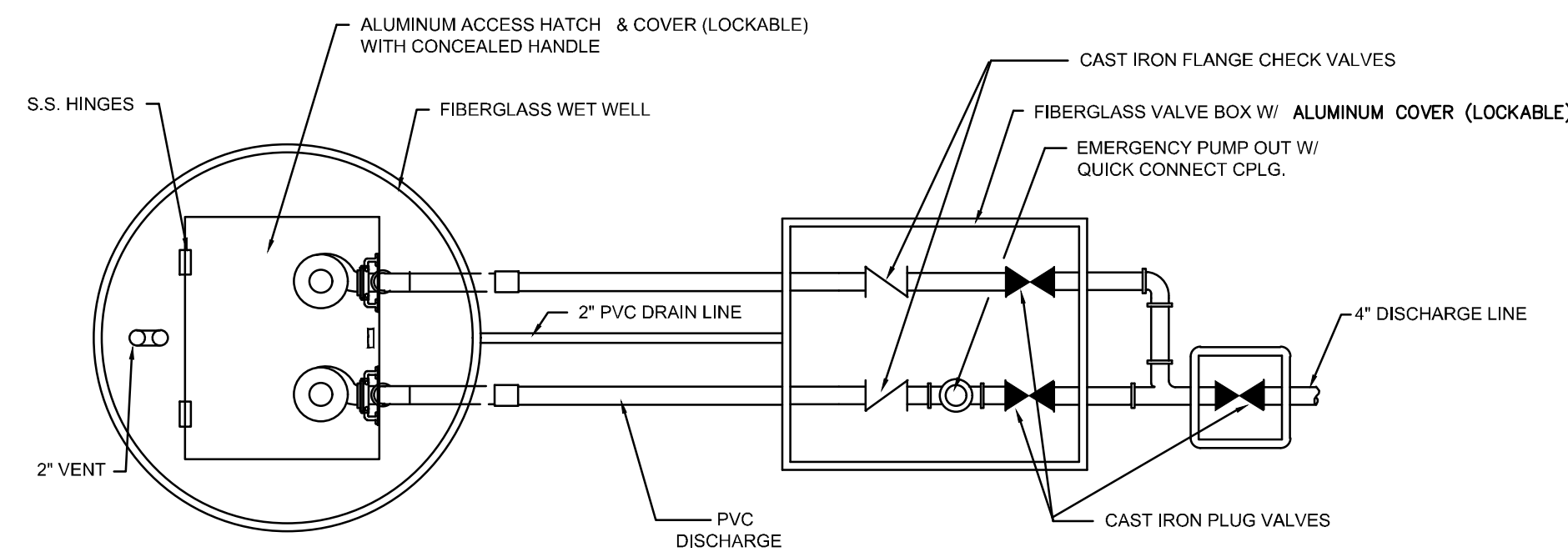
NOTE FOR CONSTRUCTION UNLESS SIGNED AND SEALED

No 64122

JEFFERY W. BANKER, P.E.  
 REGISTRATION No. 64122  
 FLORIDA  
 DATE 05/02/16

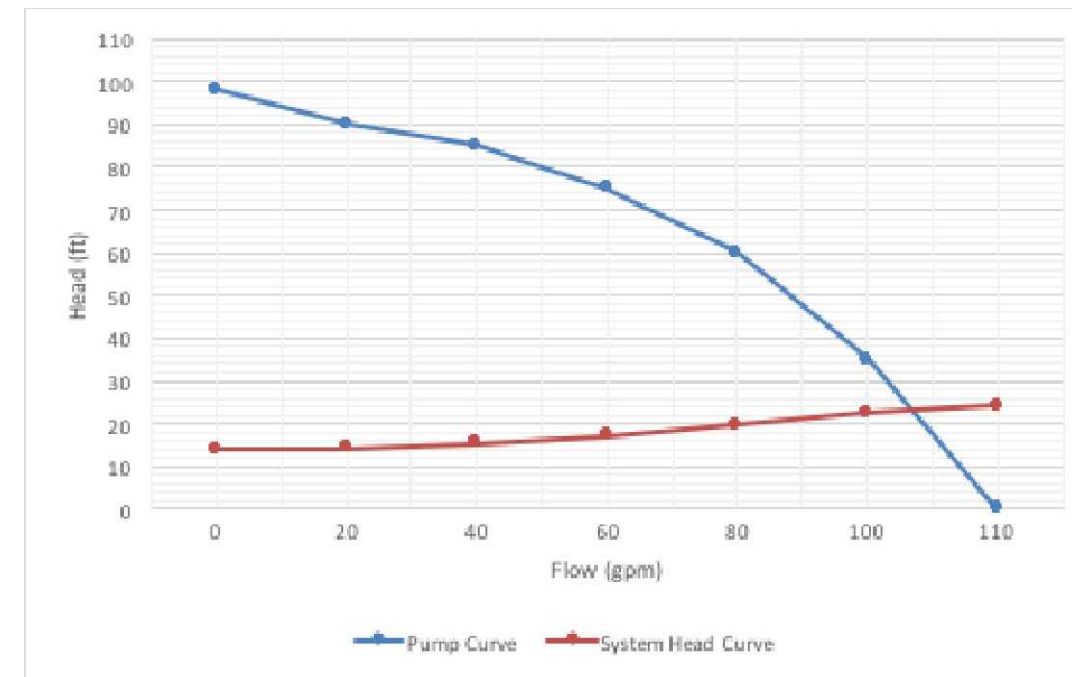


CONTROL PANEL SHALL BE MANUFACTURED BY  
A UL508/ 913 APPROVED SHOP

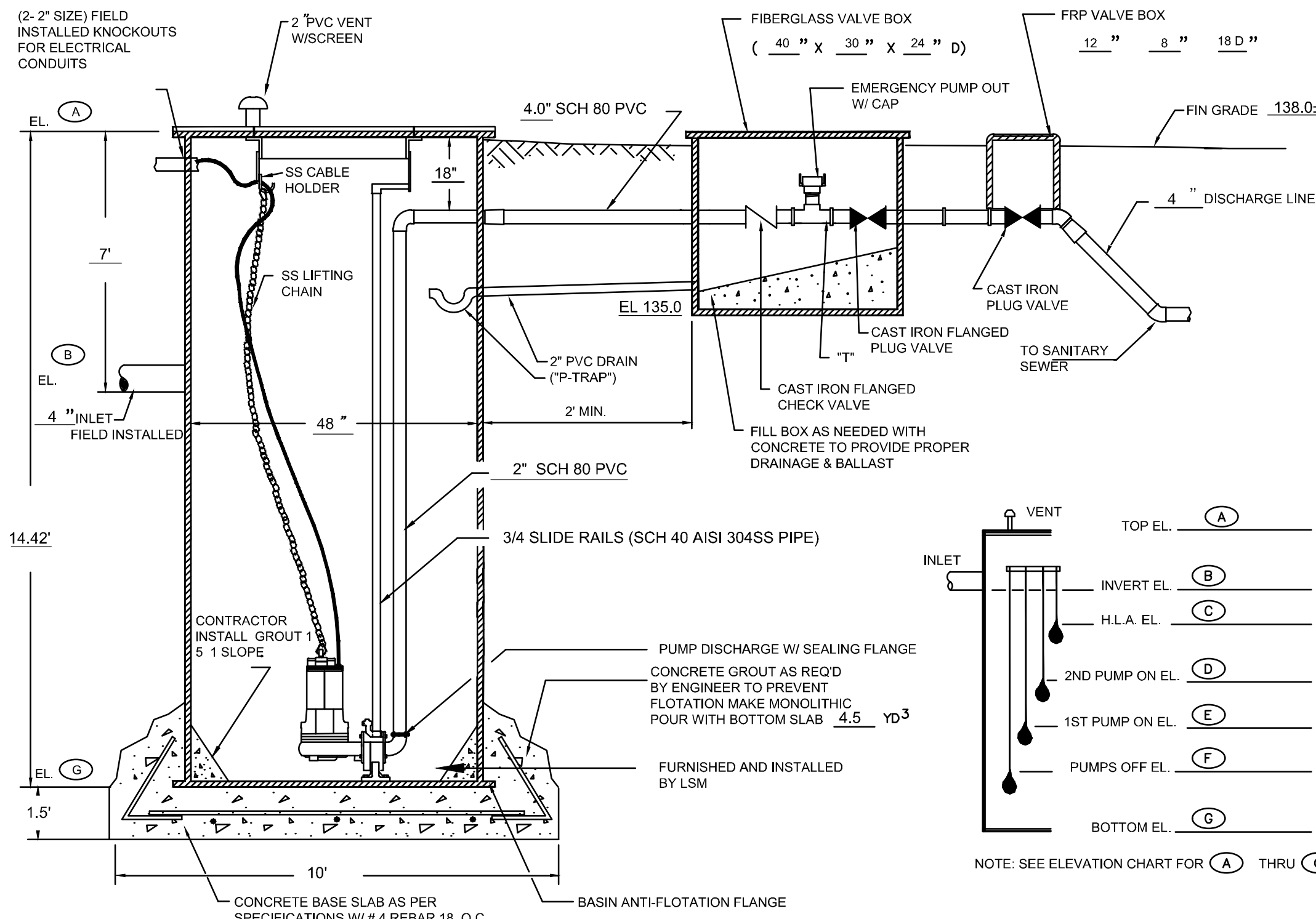


LIFT STATION PLAN  
NTS

PUMP DATA CHART		ELEVATION CHART	
1	PRIMARY PUMP CAPACITY	105	(A) TOP OF WETWELL
2	PRIMARY TDH	24	(A) TOP OF VALVE BOX
3	SECONDARY PUMP CAPACITY	105	(B) INLET INVERT
4	SECONDARY TDH	24	(C) HIGH LEVEL ALARM
5	PEAK INFLUENT FLOW RATE	15	(D) 2nd PUMP ON
6	PUMP CYCLE TIME	15	(E) 1st PUMP ON
7	PUMP SYSTEM MANUFACTURER	LSM	(F) PUMPS OFF
8	PUMP MODEL NO.	BARNES	(G) BOTTOM OF WETWELL
9	R.P.M.	3450	
10	HORSE POWER	3	
11	ELECTRICAL VOLTS/PHASE	240/3	
12	FULL LOAD F.L.A. PER PUMP	17	
	F.L.A. TOTAL	34	
13	PUMP DISCHARGE	2	
14	IMPELLER DIA.	5.0"	

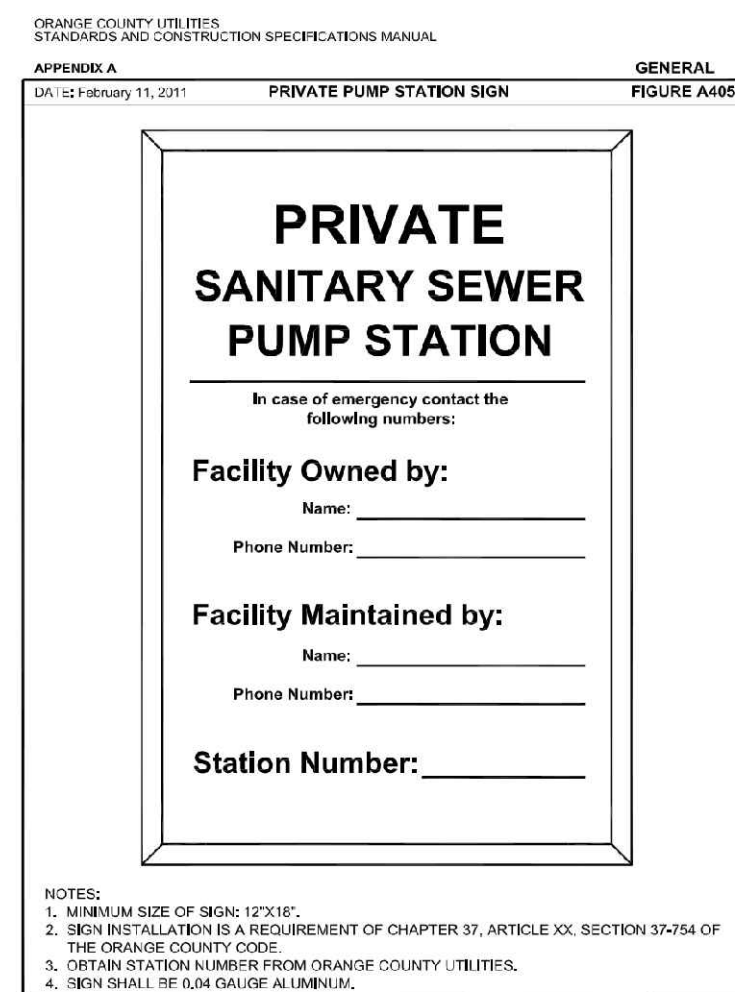


PUMP CURVE INFORMATION



LIFT STATION SECTION  
NTS

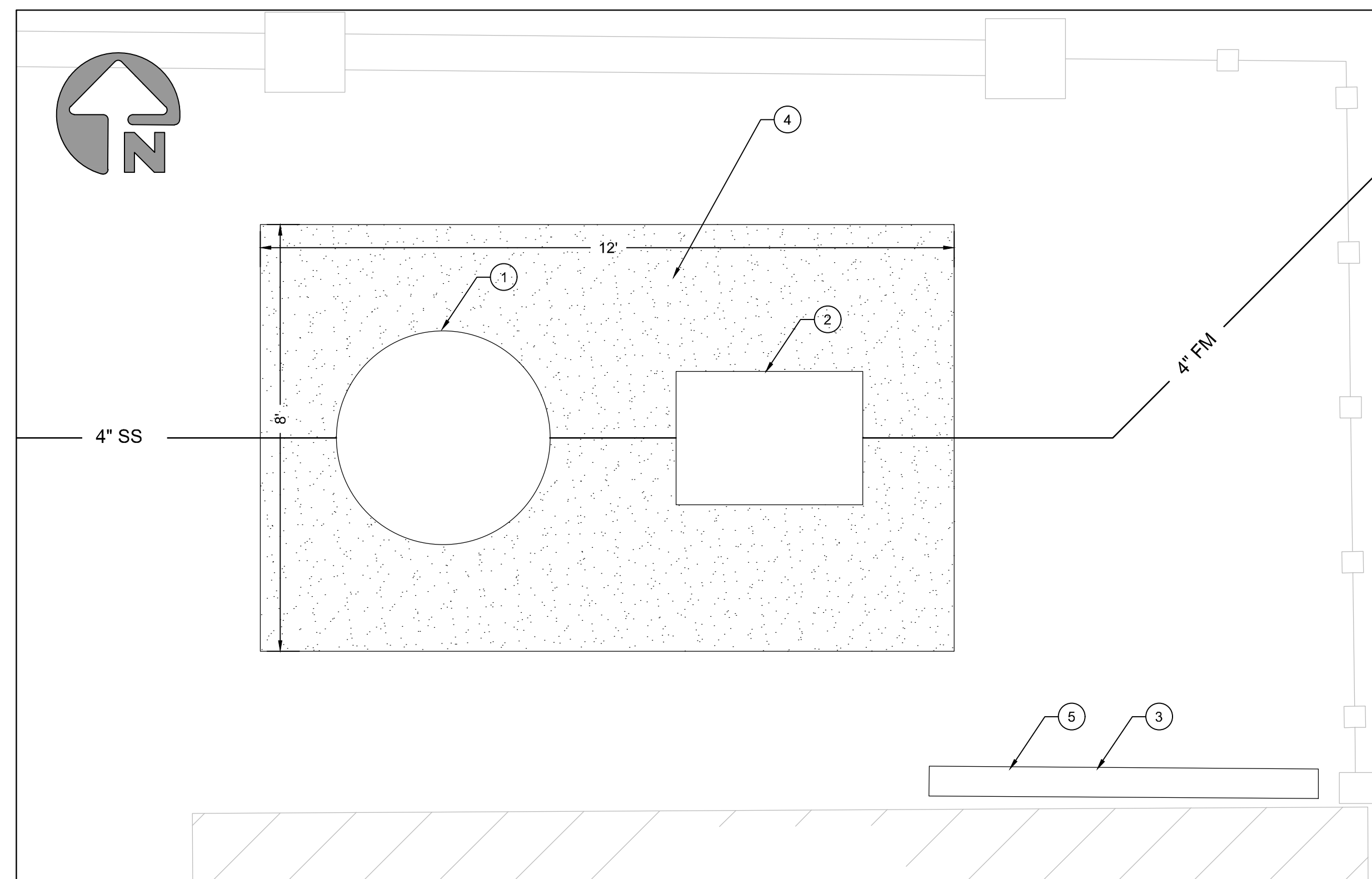
LEVEL CONTROL DIAGRAM



PUMP STATION SIGN DETAIL

LIFT STATION PLAN KEY NOTES

- 1 FIBERGLASS WET WELL
- 2 VALVE BOX
- 3 CONTROL PANEL
- 4 CRUSHED CONCRETE ROAD BASE (6" THICK)
- 5 PRIVATE PUMP STATION SIGN TO BE MOUNTED TO NORTH FACE OF CONTROL PANEL (SEE PUMP STATION SIGN DETAIL - THIS SHEET)



LIFT STATION PLAN

SCALE: 1" = 2'

LSM Grinder/Pac.  
GRINDER PUMP SPECIFICATION

PART 1 - GENERAL

1.01. Furnish and install two grinder pumps to deliver 105 GPM against a total head of 24 feet Total Dynamic Head (TDH). Pumps shall be capable of handling domestic sewage with the motor shall be 3 HP, 3450 RPM, minimal maintenance, 240VOLT/ 3PHASE/ 60 HERTZ. The motor shall be an integral part of the pumping unit. Pump discharge size shall be 2 inch. Pump, control system, and FRP (fiberglass reinforced polyester) wetwell shall be LSM Grinder/Pac. Provided and manufactured by Lift Station Manufacturing Corporation of Oviedo, Florida, 32765 Ph# (407) 977-8600

Contract award shall be on the basis of the base bid LSM/Grinder Pac system. Alternative deductive systems shall be considered only after contract award. Alternative deductive system must be specified at bid time. The contractor shall reimburse the engineer for additional expenses to review alternative system. Any savings shall be shared with the owner.

Due to the superior corrosion resistance and leak proof design of fiberglass, a concrete wetwell will NOT be permitted.

The entire lift station system shall be supplied by the pump supplier and certification of supply will be required.

Any Deviation in the Specified Bid Procedure will result in automatic rejection of alternative systems and will require base bid system to be supplied.

PART 2 - PRODUCTS

2.01 GRINDER PUMP - Pump shall be of the centrifugal BARNES type SGV3032L Model with an integrally built grinder unit and submersible type motor. The pump shall be mounted in the FRP basin by a dual slide rail system in such a way that solids are fed in an up-flow direction to the grinder impeller with no feet or other obstruction below the grinder inlet.

The grinder unit shall be capable of macerating all material in normal domestic and commercial sewage including reasonable amounts of foreign objects such as wood, plastic, glass, rubber, sanitary napkins, disposable diapers and the like to a fine slurry that will pass freely through the pump and the discharge pipe.

The pump motor shall be of the submersible type. Single phase motors shall be of the capacitor start, capacitor run type for high starting torque.

Stator windings shall be of the open type with Class F insulation for operating in air or clean dielectric oil that lubricates bearings and seals and cools the windings. Motor stator shall be pressed into housing for best alignment and maximum heat transfer.

A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in control box to stop motor if motor winding temperature reaches 200 degrees F. Thermostat to automatically reset when motor cools. Two heat sensors are to be used on 3 phase motors.

The common motor pump and grinder shaft shall be of AISI 416 SS threaded to take pump impeller and grinder impeller.

2.02 DUPLEX PUMP CONTROL PANEL -

- a. Shall be designed and installed per manufacturer's recommendations
- b. Watts - 80 vacuum breaker installed on hose bib
- c. Jump control shall be located 3 feet from wet well perimeter, optionally at "A", "B" or "C".

2.03 FASTENER AND APPURTENANCES- All fasteners, lifting cables, float cable bracket and appurtenances shall be made of AISI 304SS or other material inert to the highly corrosive atmosphere of a sewage lift station. Hinges for the wet well and valve box shall be AISI 304SS minimum.

An aluminum slidelatch assembly shall be provided for holding the doors open on both the wet well and the valve box. Slide rails shall be SCH 40 AISI 304SS pipe.

Pump lifting devices shall be made of AISI 304SS (min.) cable (1/4" min) or 304SS chain of sufficient size, with safety factor to AISI 304SS (min.) pump lifting handle safely the specific pumps. Balls shall be provided

2.04 FRP PRODUCTS - The pump wetwell shall be manufactured of fiber 2.04 glass reinforced polyester (FRP) of diameter and depth as shown on the lift station elevation detail. The basin/wetwell wall thickness shall be adequate for the depth of the tank to maintain structural integrity in the following condition:  
1. Soil modulus of 700 psi.  
2. Soil density of 120 lbs/ft  
3. Luschers safety factor of 2.0.

Material for the FRP shall be as follows:  
Resin: The resins used shall be a commercial grade unsaturated "isothalic" polyester resin. Orthothalic resins are not acceptable.

Reinforcing Materials: The reinforcing material shall be commercial grade "E" type glass in the form of mat, chopped or roving fabric, having a coupling agent that will provide a suitable bond between the glass reinforcement and the resin.

Fillers and Additives: Fillers of any type shall not be utilized. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used to meet the requirements of this specification.

PART 3 - EXECUTION

3.01 INSTALLATION - shall be in strict accordance with the manufacturer's instructions and recommendations in the locations shown on the drawing.

3.02 INSPECTION AND TESTING - A factory representative shall be 3.02 provided for one (1) day and shall have complete knowledge of proper operation and maintenance to inspect the final installation and supervise the test run of the equipment. Megger the motor. The pump motors shall be meggered out prior to startup to ensure the insulation of the pump motor/cable system is intact. The pump controls and pumps shall be checked for mechanical reliability and proper operation.

NOTE: Alarm Signals if Controls Fail

CENTRAL FLORIDA RECOVERY

LIFT STATION PLAN & DETAILS



JOB No.:	CFR-001
DESIGNED BY:	JB
DRAWN BY:	DB
APPROVED BY:	JB
DATE:	05.02.16
SHEET:	C4.0

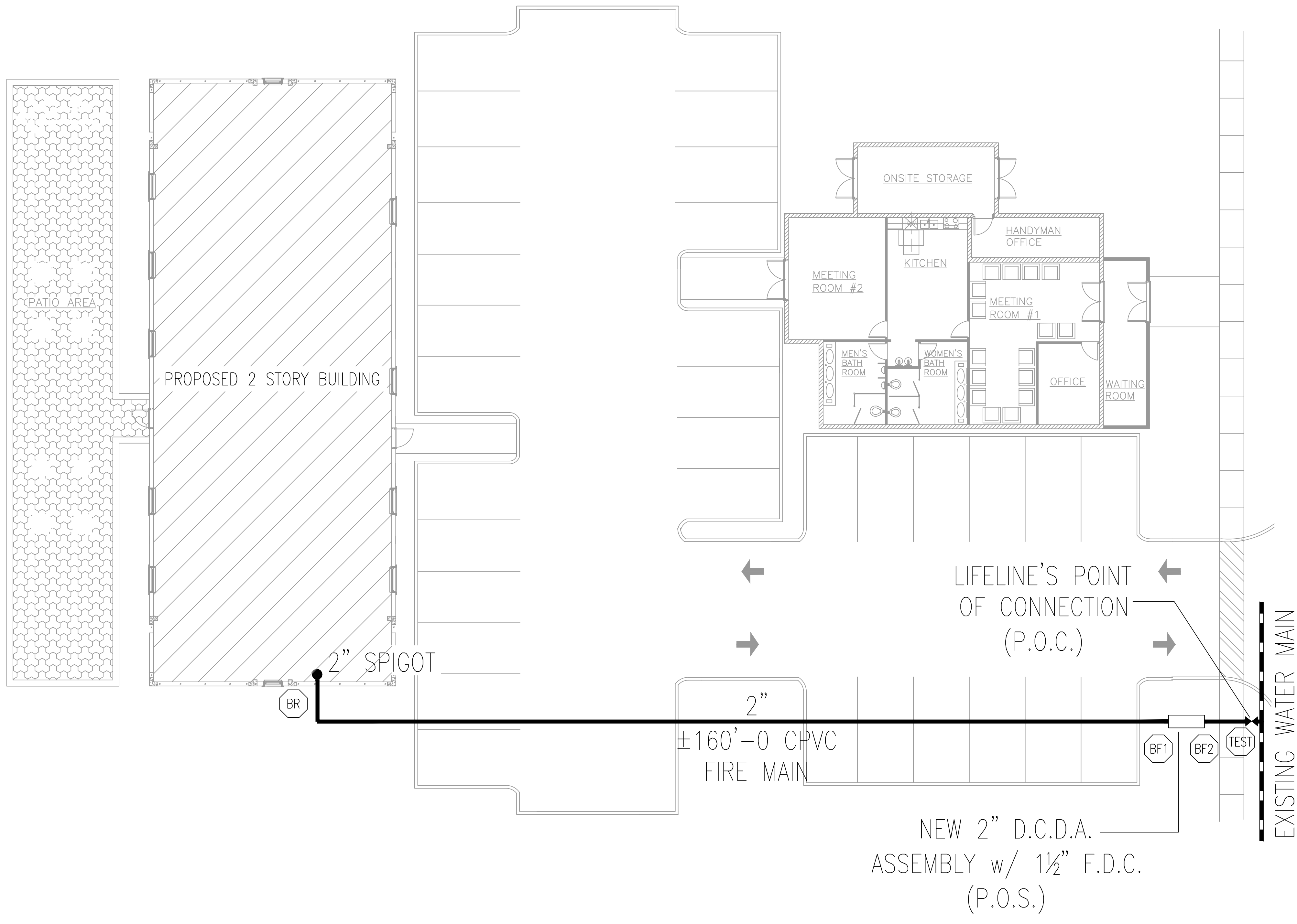
NOT FOR CONSTRUCTION  
UNLESS SIGNED AND SEALED  
No 64122  
JEFFERY W. BANKER, P.E.  
REGISTRATION No. 64122  
DATE: 05/02/16





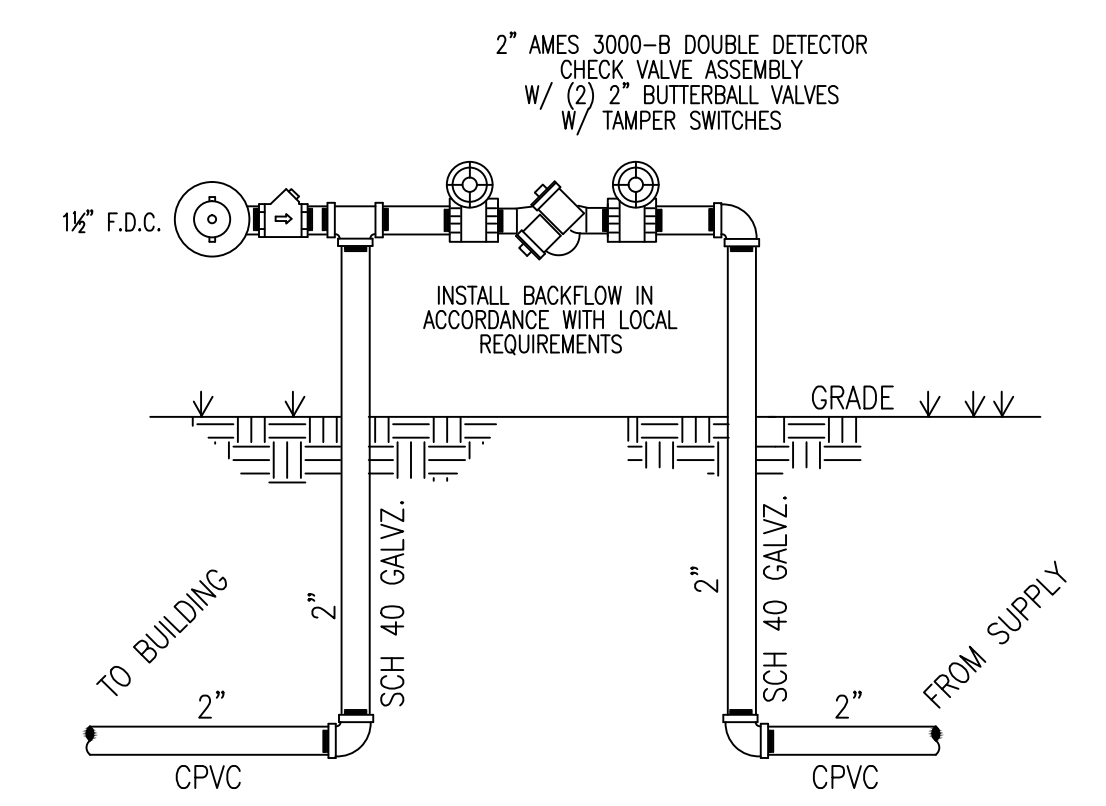


BY	R.B.
REVISION DESCRIPTION	APPROVALS
DATE	6-13-16
NO.	0
CONTRACT #	
DRAWN :	R.B.
CHECKED :	F.C.
DATE :	6-13-16
TOTAL HEADS :	90
SCALE :	AS NOTED

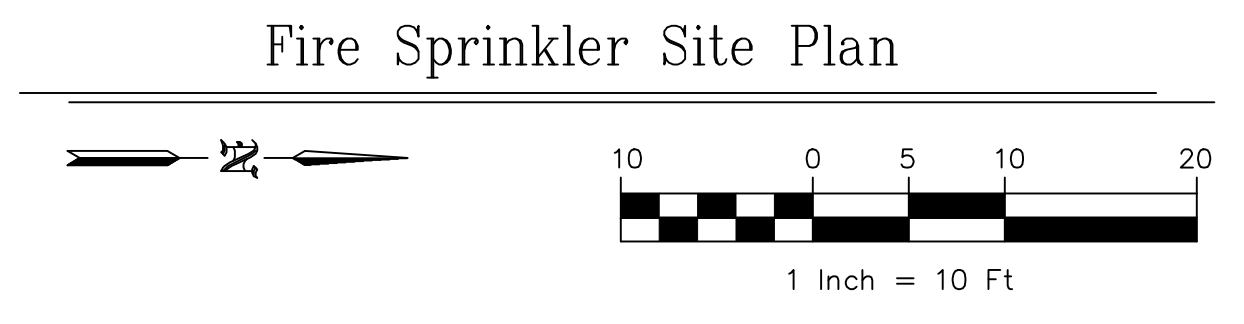


- UNDERGROUND FIRE MAIN NOTES:
1. ALL MATERIAL AND INSTALLATION TO BE IN ACCORDANCE WITH NFPA 24, 2010 EDITION, AND THE LOCAL AUTHORITY.
  2. ALL JOINTS TO BE RESTRAINED USING BELL RESTRAINTS AND MEGALUGS IN ACCORDANCE WITH NFPA 24, 2007 EDITION AND THE LOCAL AUTHORITY.
  3. ALL PIPING TO HAVE A 36" MINIMUM DEPTH OF BURY FROM TOP OF PIPE TO FINISHED GRADE.
  4. ALL PIPING TO BE FLUSHED AND HYDROSTATICALLY TESTED IN ACCORDANCE WITH NFPA 24, 2010 EDITION, AND THE LOCAL AUTHORITY.
  5. ALL MATERIAL SUBJECT TO CORROSION TO BE CLEANED AND COATED WITH BITUMINOUS TAR.

FLOW TEST DATA	
STATIC:	60 PSI
RESIDUAL:	50 PSI
FLOW:	1,000 GPM
DATE:	6-12-16
TIME:	9:00 AM
LOCATION:	HYDRANT NEAR SITE
BY:	LIFELINE FIRE PROTECTION



Backflow Preventer Detail  
 No Scale



**Backup material for agenda item:**

3. Ordinance No. 2526 – Second Reading – Temporary Moratorium – Dispensing of Medical Cannabis - Legislative Moon David



# CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA  
 PUBLIC HEARING  
 SPECIAL REPORTS  
 OTHER: Ordinance

MEETING OF: November 16, 2016  
FROM: Community Development  
EXHIBITS: Ordinance No. 2526  
Ordinance No. 2388

**SUBJECT: ORDINANCE NO. 2526 – ESTABLISHING A TEMPORARY MORATORIUM ON THE DISPENSING OF MEDICAL CANNIBIS WITHIN THE CITY OF APOPKA**

**REQUEST: SECOND READING OF ORDINANCE NO. 2526 – ESTABLISHING A TEMPORARY MORATORIUM ON THE DISPENSING OF MEDICAL CANNIBIS WITHIN THE CITY OF APOPKA; PROHIBITING ANY AND ALL DISPENSING OF MEDICAL CANNIBIS DURING THE MORATORIUM PERIOD FOR ANY PROPERTY WITHIN THE CITY OF APOPKA; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITION; AND PROVIDING AN EFFECTIVE DATE.**

**SUMMARY:**

On May 6, 2015 City Council adopted a medical marijuana ordinance that establishes regulations for the cultivation of cannabis and the processing, and dispensing of medical marijuana within the City of Apopka through Ordinance No. 2388. City Council’s adoption of the current medical marijuana ordinance occurred in reaction to Florida government enacting the Compassionate Medical Cannabis Act of 2014, which became effective on January 1, 2015. On November 8 Florida voters will decides whether Florida medical marijuana laws and administrative rules should be change to expand applications for medical use of marijuana. The proposed 2016 constitutional amendment addresses has three components: (1) Physician certification, (2) Patient and caregiver identification cards, and (3) Medical Marijuana Treatment Center registration and regulation.

Although the 2014 State Constitutional Amendment and the 2016 Amendment are both designed to legalize medical marijuana, there are some differences between the two proposals. In general, the 2016 measure clarifies requirements for parental consent for the use of medical marijuana by minors and also further defines what is meant by "debilitating" illnesses that would qualify for marijuana as a treatment option.

If the 2016 referendum is passed at the November 8 elections, the Florida Department of Health (DOH) has approximately six months to adopt new rules for the cultivation, processing and dispensing of cannabis\medical marijuana. The DOH must promulgate rules by June 2017 to implement the program regulation outlined in the Constitutional Amendment.

As the new DOH rules may not be known until as late as June 2017, staff has concerns about how the new regulations may regulate the dispensing of medical marijuana within our community. These regulations could allow dispensing at locations that could place potential detrimental impacts on nearby residential neighborhoods, schools, religious facilities, and the community in general based on observations from practices within other States. Also, the new rules for dispensing may affect the ability of Apopka law enforcement to adequately respond to any associated problems generated from medical businesses dispensing medical marijuana.

**CITY COUNCIL – NOVEMBER 16, 2016**  
**TEMPORARY MORATORIUM – DISPENSING MEDICAL CANNIBIS**  
**PAGE 2**

Staff’s believes that the City’s current medical marijuana ordinance adequately protects the City regarding the cultivation and processing of marijuana for medical purposes. Current City regulations limit cultivation and processing to two Designated Grow Areas, and limits dispensing to these two Grow Areas with the exception that hospitals and pharmacies -- licensed by the State – are exempt from the dispensing regulations.

Until the new DOH rules are established and implemented, staff believes it is in the best interest of the City to place a temporary moratorium on the dispensing of medical marijuana. Staff will monitor the development of the new DOH rules and recommend amendments to the City’s current medical marijuana ordinance based on the effect that these new rules may have on the interests and goals City Council desires for the Apopka community.

The moratorium is temporary and will terminate on May 31, 2017. If the constitutional amendment fails on November 8, staff may change its recommendation regarding the adoption of Ordinance 2526.

**DULY ADVERTISED:**       October 21, 2016 – Public Hearing Notice  
                                  November 4, 2015 – Ordinance Heading

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**FUNDING SOURCE:**

N/A

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**RECOMMENDATION ACTION:**

The **Planning Commission** will hold a public hearing on Monday, November 14, 2016 at 5:30 pm, or shortly thereafter, to review and make recommendation on the proposed temporary moratorium. Its recommendation will be provided to City Council at its November 16 meeting.

The **City Council**, at its meeting on November 2, 2016, unanimously accepted the First Reading of Ordinance 2526 and Held it Over for Second Reading and Adoption on November 16, 2016.

Adopt Ordinance No. 2526

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**DISTRIBUTION**

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

**ORDINANCE NO. 2526**

**AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE DISPENSING OF MEDICAL CANNABIS WITHIN THE CITY OF APOPKA; PROHIBITING ANY AND ALL DISPENSING OF MEDICAL CANNABIS DURING THE MORATORIUM PERIOD FOR ANY PROPERTY WITHIN THE CITY OF APOPKA; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, in 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act, Florida Statute 381.986, which legalized the cultivation, processing, and dispensing of certain “Low-THC Cannabis” to “qualified patients” as defined by the Act.

**WHEREAS**, in 2015, the City of Apopka adopted Ordinance 2388 to address zoning and distribution of medical cannabis based on the 2014 legislation.

**WHEREAS**, the State of Florida amended Florida Statute 381.986 by modifying the definition of a “qualified patient” and added multiple new regulations to the Statute.

**WHEREAS**, in November 2016, the citizens of Florida will vote on whether to adopt a Constitutional Amendment which broadens access to Medical Cannabis.

**WHEREAS**, if the ballot initiative is adopted in November 2016, the Department of Health will have six (6) months to establish regulations for the growing and distribution of this newly expanded Cannabis Amendment.

**WHEREAS**, the Orange County Government and other municipalities within Orange County are establishing a temporary moratorium on Medical Cannabis Activities until recommendations can be made for appropriate zoning rules to be established.

**WHEREAS**, the City of Apopka finds that due to the subsequent revision of Florida State Statute in 2016 and the possible enactment of a Constitutional Amendment to allow for Medical Cannabis, the City should put in place a temporary moratorium on dispensing medical cannabis until May 31, 2017 to analyze whether changes to the zoning code or municipal regulations should be amended to ensure compliance with State Law and the Department of Health regulations. Additionally, the City shall reanalyze the impact on newly annexed property and its proximity to previously designated zones for permitted cannabis distribution.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA.**

**SECTION 1: FINDINGS OF FACT.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

**SECTION 2: DEFINITIONS**

- (a) Medical Cannabis – Any plant(s) or part of a plant(s) of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant(s); and every compound, manufacture, salt, derivative, mixture, or preparation of the plant(s) or its seeds or resin.



**SECTION 3: STUDY AND REVIEW PROCESS.**

(a) During the temporary moratorium period designated in Section 4 of this ordinance, the City staff, including the Zoning Department, is hereby directed to study the new legislation regarding Medical Cannabis and, if passed, the Constitutional Amendment for Medical Cannabis to determine the impact any changes have on the health, safety, and welfare of the residents and businesses of the City of Apopka. Additionally, City staff shall monitor the regulations adopted by the Department of Health, as it relates to medical cannabis, to ensure consistency with the Apopka Code of Ordinances. Finally, the City staff shall analyze all new development and annexation since the adoption of Ordinance 2388 to identify whether any permissible zones should be amended.

(b) The ultimate purpose of such a review and study by the staff is to propose amendments to the Apopka Ordinances.

**SECTION 4: TEMPORARY MORATORIUM PERIOD.** Until the effective date of an ordinance establishing a new or amended land development regulations concerning dispensing Medical Cannabis, or until May 31, 2017, whichever date is earlier, no permits shall be issued to allow the dispensing of Medical Cannabis. Furthermore, the review of any applications for the dispensing of Medical Cannabis Activities that may be pending, shall be abated, and no new applications for such permits shall be accepted or processed during the moratorium period.

**SECTION 5: CODIFICATION.** This ordinance shall be temporarily codified, being entitled “Moratorium regarding the Dispensing of Medical Cannabis within the City of Apopka.”

**SECTION 6: CONFLICTS.** Any ordinance, resolution, or part thereof, in conflict with this ordinance, or any part hereof is repealed to the extent of such conflict.

**SECTION 7: SEVERABILITY.** If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstance, such holding shall not affect its applicability to any other person, property or circumstances.

**SECTION 8: EFFECTIVE DATE.** This ordinance shall be effective immediately upon adoption.

READ FIRST TIME: November 2, 2016

READ SECOND TIME  
AND ADOPTED: November 16, 2016

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Joseph E. Kilsheimer, Mayor

ATTEST:

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Linda G. Goff, City Clerk

**ORDINANCE NO. 2526**  
**PAGE 3 OF 3**

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

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Erin DeYoung, Apopka Police Department Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 21, 2016

**ORDINANCE NO. 2388**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AFFECTING THE USE OF LAND IN THE CITY OF APOPKA, AMENDING ARTICLE III OF THE LAND DEVELOPMENT CODE TO INCLUDE A NEW SECTION 3.05 TITLED "DESIGNATED GROW AREA OVERLAY DISTRICT", PROVIDING THAT CANNABIS CULTIVATION AND PROCESSING AND MARIJUANA DISPENSARIES/MEDICAL TREATMENT CENTERS ARE SPECIAL EXCEPTION USES WITHIN A "DESIGNATED GROW AREA OVERLAY DISTRICT" AND PROHIBITING SUCH USES WITHIN ANY OTHER ZONING DISTRICTS OR LOCATIONS WITHIN THE JURISDICTION OF APOPKA; PROVIDING ADDITIONAL STANDARDS AND CONSIDERATION FOR APPROVAL OF A SPECIAL EXCEPTION FOR CANNABIS CULTIVATION OR PROCESSING OR MARIJUANA DISPENSARY/MEDICAL MARIJUANA TREATMENT CENTER; PROVIDING DEFINITIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CONDITIONS; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida is considering legalizing the cultivation and processing of cannabis and the dispensing of marijuana; and

**WHEREAS**, the purpose and intent of this Ordinance is to regulate the cultivation and processing of cannabis and the dispensing of non-medical\medical marijuana in order to promote the health, safety, and general welfare of the residents and businesses within the City.

**WHEREAS**, the City Council has determined that it is in the best interest of the citizenry and general public to regulate the location of cannabis cultivation and processing and marijuana dispensaries/medical marijuana treatment centers in the event the State of Florida legalizes said dispensaries, whether for medical use or non-medical use; and

**WHEREAS**, the City Council has the responsibility and authority to determine what uses are best suited to particular zoning categories as well as land use categories within the City; and

**WHEREAS**, the City Council has determined that given the potential impact on the surrounding area, cannabis cultivation and processing and marijuana dispensaries/medical marijuana treatment centers should only be permitted within a limited areas of the municipal limits, and non-medical marijuana sales should be prohibited within the municipal limits;

**WHEREAS**, the City Council has determined that it is advisable and in the public interest to set certain distance and other siting standards in regard to the location and operation of cannabis cultivation or processing or marijuana dispensaries/medical marijuana treatment centers; and

**WHEREAS**, the City Council of the City of Apopka finds that this ordinance promotes the general welfare and is consistent with the Comprehensive Plan.

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

**SECTION 1. DEFINITIONS:**

- a. **Agriculture:** means the science and art of production of plant(s) and animals useful to humans, including to a variable extent the preparation of these products for human use and their disposal by marketing or otherwise, and includes aquaculture, horticulture, floriculture, viticulture, forestry, dairy, livestock, poultry, bees, and any and all forms of farm products and farm production, including hay or grass harvesting and bailing operation. For the purposes of marketing and promotional activities, seafood shall also be included in this definition.
- b. **Cannabis:** Any plant(s) or part of a plant(s) of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant(s); and every compound, manufacture, salt, derivative, mixture, or preparation of the plant(s) or its seeds or resin.
- c. **Cannabis Cultivation:** the planting, tending, improving, farming, drying or harvesting of cannabis plants from seed, juvenile stock, or grafting.
- d. **Cannabis Processing:** the preparation of the cannabis plant intended for use as medicine or medical purposes as prescribed by a licensed Florida physician.
- e. **Designated Grow Area (DGA) Overlay District.** The following areas are defined as a "Designated Grow Area" Overlay District:
  - 1) **Keene\Clarcona DGA:** All Agriculture or Industrial zoned property in the general area west of the S.R. 414 bridge at E. Keene Road, east of McQueen Road, and south of S.R. 414, as depicted in Map A: Keene\Clarcona Road DGA as delineated in Map A: Keene\Clarcona DGA.
  - 2) **Hermit Smith\Hogshead DGA:** All Agriculture or Industrial zoned property within the area west of S.R. 429, south of U.S. 441, and north of Lust Road, as delineated in Map B: Hermit Smith\Hogshead DGA.
- f. **Fully enclosed and secure structure:** A space within a building, greenhouse or other structure which has a complete roof enclosure supported by connecting walls extending from the ground to the roof, which is secure against unauthorized entry, provides complete visual screening, and which is accessible only through one or more lockable doors.
- g. **Horticulture Nursery:** an agriculture operation limited to the cultivation of fruits, vegetables, nuts, seeds, herbs, sprouts, mushrooms, algae, flowers, seaweeds and non-food crops such as grass and ornamental trees and plants.
- h. **Legacy Grow Site:** Property actively operated as a registered nursery within a Designated Grow Area for at least five continuous years preceding and measured from the effective date of this ordinance.
- i. **Marijuana Dispensary:** A facility that is operated by an organization or business holding all necessary licenses and permits from which marijuana, cannabis, cannabis-based products, or cannabis plant(s) are delivered, purchased, possessed, or dispensed for medical purposes and operated in accordance with all local and state laws.

- j. **Marijuana Treatment Center:** A medical marijuana dispensary where qualifying patients are administered medical marijuana by medical professional licensed by the State of Florida to patients in accordance with all local and state laws.
- k. **Medical Use:** The prescriptive use of any form of cannabis to treat a qualifying medical condition and the symptoms associated with that condition or to alleviate the side effects of a qualifying medical treatment, as identified by a physician licensed by the State of Florida.
- l. **Non-Medical Marijuana Sales.** The purchase, sale, transfer or delivery of marijuana, cannabis, cannabis-based products or cannabis plant(s) when such sale, transfer or delivery is not associated with any medical purpose or use, whether or not such purchase, sale, transfer or delivery is lawful under state law.

**SECTION 2. CANNABIS CULTIVATION AND PROCESSING PROHIBITED.**

Cultivation or processing of cannabis for non-medical marijuana purposes is prohibited within the City of Apopka. Excepting the Designated Grow Areas described in Sec. 3a., cultivation or processing of cannabis for medical use is prohibited in all other areas of the City of Apopka. It is hereby declared to be unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any parcel in the City of Apopka to cause or allow such parcel to be used for the cultivation or processing of cannabis plants within a fully enclosed and secure structure on the parcel, except as outlined below in Section 3.

**SECTION 3. CANNABIS CULTIVATION AND PROCESSING.**

- a. Cultivation or processing of cannabis for medical marijuana is allowed as a Special Exception use approved by the Planning Commission within an Agriculture or Industrial I-1 district located within a DGA or Legacy Grow Site located within a DGA as delineated in Maps "A" and "B". If a parcel, lot, or legal lot-of-record straddles the DGA boundary, no cultivation or processing can occur outside the DGA boundary.
- b. Horticulture Nursery Special Exception Prohibition. Cultivation or processing of cannabis for medical or non-medical use is prohibited as a special exception use for horticulture nursery operations. Any Special Exception approved by the City prior to the effective date of this ordinance is not allowed to cultivate or process cannabis.
- c. Enclosed Cultivation. Any cultivation of cannabis shall occur within a fully enclosed and secure structure. Outdoor cultivation is prohibited
- d. Enclosed Processing. All cannabis processing, laboratories, research activities and associated equipment occur within a fully enclosed and secured building that has been issued a building permit by the City of Apopka or Orange County.
- e. License. A valid license must be obtained from the State of Florida and remain in effect during the operation of the cannabis business. All cultivation and processing activities shall cease if a license has expired. At least seventy-two (72) hours before a cannabis cultivation or processing business terminates operation, the owner must notify the Police Chief of the City of Apopka.
- f. **Additional Special Exception Criteria:**
  - 1). Street Access. All cannabis cultivation and processing sites within the Keene\Clarcona DGA must directly access Keene Road or Clarcona Road. All cannabis cultivation and



processing sites within the Hermit Smith\Hogshead DGA must directly access Hermit Smith Road, Hogshead Road, Peterson Street, or Binion Road.

A stabilized surface acceptable to the city engineer shall be provided from the public street to any onsite processing buildings.

- 2) **Utilities.** All cannabis processing sites shall connect to a central water and sewer system unless otherwise temporarily waived by the City Administrator until a development agreement addresses a schedule for connecting the site to such services. Onsite wells and septic tanks may be allowed on a temporary basis through a development agreement that ensures connection to a central water and sewer systems within five years.
- 3) **Employee Parking.** All employee vehicle parking areas shall occur within a paved, lighted parking lot.
- 4) **Distance Separation.** Cultivation or processing buildings or structures shall be separated from other uses according to the following separation minimum standard:

	<b>Affected Property (feet)</b>			
<b>Location of Cultivation or Processing Buildings or Structure</b>	<b>Vacant Parcel Assigned a Residential Zoning District</b>	<b>Church or Place of Worship, School, Hospital, County or Municipal Park, Day Care (F.S. 402.302)</b>	<b>Platted Residential Subdivision; Residential Parcel less than 5 acres</b>	<b>Occupied Residential Parcel Greater than 5 acres</b>
Designated Grow Area	100	500	250	200

Distances shall be measured by drawing a straight line between the closest point of the cannabis cultivation or processing building or nursery structure to the closest property line or edge of leased space (whichever is closer) of the affected property.

- 5) **Minimum Parcel Size.** A minimum parcel size necessary for cultivation, processing, or combined operations within a DGA is two (2) compact and contiguous acres.
- 6) **Parcel.** Cannabis cultivation or processing shall occur on a separate parcel, lot, or legal lot-of-record than that on which a medical marijuana dispensaries/medical marijuana treatment centers is located.
- 7) **Signage.** No business identification sign (i.e., wall, monument, pole, directional) shall include the words “marijuana”, “cannabis”, or any similar related word, nor shall any graphic or illustration associated with such words appear in such signs for any business cultivation, processing or dispensing business. An electronic reader board or changeable copy sign is not allowed on any property where cannabis is cultivated, processed, sold, or dispensed.

- 8) Security and Safety Plan. A security and safety plan will be reviewed and approved by the chief of police or designee. The security and safety plan shall at minimum address but not be limited to, locking options, alarm systems, and video surveillance, and as otherwise determined necessary by the Police Chief. Any such documents or information for review shall be transmitted directly to the police chief's office for review and not attached to the permit as may be required by the Community Development Department. The police chief or designee will respond to the development review committee approval or denial of said plan. Any information, records, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems or other sensitive information gathered will be exempt from public records in accordance with FSS 119.071, "General exemptions from inspection or copying of public records."

**SECTION 4. MARIJUANA DISPENSARIES/MEDICAL MARIJUANA TREATMENT CENTERS.**

- a. *Applicable Zoning District.* Marijuana dispensaries/medical marijuana treatment centers for marijuana medical use are allowed as a Special Exception within a Commercial C-1, Industrial I-1 or Agriculture District located within a Designated Grow Area subject to compliance with the standards set forth below. No more than five (5) medical marijuana dispensary/medical marijuana treatment center establishments shall locate within each of the Designated Grow Areas.
- b. *Prohibited Locations.* Non-medical marijuana dispensaries/medical treatment centers or sales are prohibited within the jurisdictional area of the City of Apopka. Medical Marijuana dispensaries/medical marijuana treatment centers are prohibited in the City of Apopka except as allowed in Section 4.a. Zoning Districts where medical marijuana dispensaries/medical marijuana treatment centers are prohibited also include: the Downtown Development Overlay District, Community Redevelopment Area (CRA), Planned Unit Development, Mixed-EC, and Mixed-CC zoning categories.
- c. No other business shall be permitted to be conducted from the same address where the marijuana dispensary/medical marijuana treatment center is located. This requirement does not apply to licensed nursery businesses that were operating prior to the effective date of this ordinance.
- d. Any parking demand created by marijuana dispensary/medical marijuana treatment center shall not exceed the parking spaces located or allocated on site, as required by the city's parking regulations.
- e. *Controlled Substances.* The onsite sale, provision, or dispensing of marijuana is prohibited except as specifically authorized by state law.
- f. *Loitering.* A marijuana dispensary/medical marijuana treatment center shall provide adequate seating for its patients and business invitees. The marijuana dispensary/medical marijuana treatment center shall not direct or encourage any patient or business to stand, sit (including in a parked car), or gather or loiter outside of the building where the dispensary/center operates, including in any parking areas, sidewalks, rights-of-way, or neighboring properties for any period of time longer than reasonably required for patients to conduct their official business and depart. The marijuana dispensary/medical marijuana treatment center shall post conspicuous signs on at least three (3) sides of the building stating that no loitering is allowed on the property.

- g. *Queuing of Vehicles.* The marijuana dispensary/medical marijuana treatment center shall ensure that there is no queuing of vehicles in the rights-of-way. The marijuana dispensary/medical marijuana treatment center shall take all necessary and immediate steps to ensure compliance with this paragraph.
- h. *No Drive-Through Service.* No marijuana dispensary/medical marijuana treatment center shall have a drive-through or drive-in service aisle. All onsite dispensing, payment for and receipt of said marijuana shall occur from within or inside the marijuana dispensary/medical marijuana treatment center.
- i. *On-Site Consumption of Marijuana and/or Alcoholic Beverages.* No consumption of marijuana or alcoholic beverages shall be allowed on the premises, including in the parking areas, sidewalks or rights-of-way except for medical marijuana treatment centers. The marijuana dispensary/medical marijuana treatment center shall take all necessary and immediate steps to ensure compliance with this paragraph.
- j. *Signage.* No business identification sign (i.e., wall, monument, pole, directional, human) shall include the words "marijuana", "cannabis", or any similar related word, nor shall any graphic or illustration associated with such words appear in such signs or on any building or structure used a marijuana dispensing/marijuana treatment center. An electronic reader board or changeable copy sign is not allowed on any property where cannabis is cultivated, processed, sold, or dispensed
- k. *Hours of Operation.* Marijuana dispensaries/medical marijuana treatment centers shall only dispense or treat patrons between 7:00 A.M. and 8:00 P.M.
- l. *Customer Waiting Area.* All customer waiting areas shall occur within in an enclosed building. No customer waiting areas shall occur outdoors or within a porch area, whether covered or not.
- m. *Building Orientation and Design.* All customer building entrances shall be oriented to and visible from a public street. Color of any wall or roof of any marijuana dispensaries/medical marijuana treatment centers shall comply with the City's Development Design Guidelines.
- n. *Distance Separation.* No marijuana dispensary/medical marijuana treatment center shall be located within five hundred (500) feet of any school or church, or within two hundred (200) feet of any residentially zoned property, as further defined by these regulations. Distances shall be measured by drawing a straight line between the closest point of the marijuana dispensary/medical marijuana treatment center structure (be it a building or leased space in a building) to the closest property line or edge of leased space (whichever is closer) of the school, church or residentially zoned property.
- o. *Compliance with Other Laws.* All marijuana dispensaries/medical marijuana treatment centers shall at all times be in compliance with all state regulations and the Apopka City Code of Ordinances and Land Development Code, as may be applicable and amended from time to time.
- p. *Security and Safety Plan.* Compliance with Section 3.f.8. of this ordinance is required.
- q. *Special Exception Standards.* When considering an application for marijuana dispensaries/medical marijuana treatment centers, the Planning Commission must consider the special exception criteria listed in paragraph d below, in addition to that criteria listed in subsection 2.02.B.5. The Planning Commission may deny the request, approve the request, or approve the request with conditions, based upon a review of these considerations. The Planning Commission may assign additional conditions and safeguards as deemed necessary:

- 1) Whether the request will cause damage, hazard, nuisance or other detriment to persons or property.
  - 2) No other business, aside or separate from the dispensing of marijuana shall be permitted to be conducted from the same address where the marijuana dispensary/medical marijuana treatment center is located.
  - 3) The parcel, lot, or lot-of-record shall access a collector or arterial road.
  - 4) Additional Hours of Operation Restrictions. Hours of operation can be further restricted based on proximity of residential development or to protect the character and environment of developed surrounding areas.
- r. Exemptions. Hospitals and pharmacies licensed by the State of Florida are exempt from Section 4.

**SECTION 5. GENERAL USE. PROHIBITION ON STREETS, SIDEWALKS, ALLEYS, ETC.**

- 1) Regulations applicable to the consumption of medical marijuana. No person shall smoke, ingest, or otherwise consume medical marijuana in the City of Apopka unless such smoking, ingesting or consumption occurs entirely within a private residence, or within a clinic, health care facility, residential care facility, or residential hospice licensed pursuant to applicable provisions of Florida Statutes.
- 2) It is unlawful for any person to purchase, use, smoke, ingest, offer for sale, possess, consume, or carry any non-medical\medical marijuana 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.
- 3) It is unlawful for any person to purchase, use, smoke, ingest, offer for sale, possess, consume or carry non-medical\medical marijuana or carry 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.
- 4) It is unlawful for any person to smoke, ingest, or otherwise consume or carry or use non-medical\medical marijuana 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 alley.
- 5) It is unlawful for any person to smoke, ingest or otherwise consume or use any non-medical\medical marijuana 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.

**SECTION 6.** Notwithstanding any other provision, it is unlawful for any person to utilize medical marijuana in any public park or governmental property or on the public right-of-way, inclusive of streets, sidewalks or alleys, within the city; 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; or when 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.

**SECTION 7.** It is unlawful for any vendor, or for any agent, servant or employee of such vendor, to permit the use of medical marijuana 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. 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: Utilization of medical marijuana 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. 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.

**SECTION 8. PENALTIES.** Any person violating any of the provisions of this article shall be prosecuted in the same manner as misdemeanors are prosecuted. Such violations shall be prosecuted in the name of the State of Florida in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and, upon conviction, shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed 60 days or by both fine and imprisonment as provided in F.S. § 162.22, (1997). Each incident or separate occurrence of any act that violates this article shall be deemed a separate offense. In addition to the penalties provided under this section, violators of this article shall be subject to any other appropriate civil or criminal action provided by law in a court of competent jurisdiction, including, but not limited to, injunctive relief.

**SECTION 9. CONFLICTS.** Any ordinance, resolution, or part thereof, in conflict with this Ordinance, or any part hereof, is hereby repealed to the extent of such conflict.

**SECTION 10. SEVERABILITY.** If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

**SECTION 11. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon passage and adoption by the City Council as to the acceptable siting locations for marijuana dispensaries/medical marijuana treatment centers, however the designation of a marijuana dispensary/medical marijuana treatment center and the selling of marijuana products as defined by the Florida Constitution or Florida Law shall occur only upon and after the official date in which the sale and distribution of marijuana has been deemed legal by the State of Florida.

**SECTION 12. REPEALER.** Any and all ordinances and regulations in conflict herewith are hereby repealed to the extent of any conflict. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s): Land Development Code, Chapter III, Article 3, Section 3-11, Subsection E, Paragraph 15 titles "Pain Management Clinics.



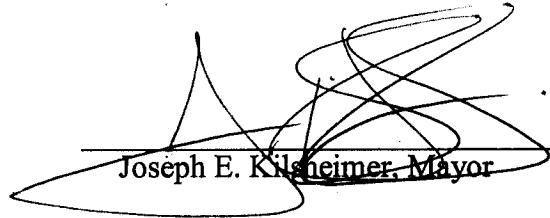
**SECTION 13. INCLUSION INTO THE LAND DEVELOPMENT CODE.** It is the intent of the City Council that the provisions of this ordinance shall become and be made a part of the City of Apopka Land Development Code, re-arranged to meet existing codification, and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

Passed on the first reading on the 6<sup>th</sup> day of May, 2015.

FIRST READING: April 1, 2015


SECOND READING: April 15, 2015

THIRD READING  
AND ADOPTION: May 6, 2015

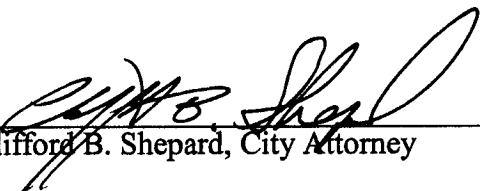
  
\_\_\_\_\_  
Joseph E. Kilsheimer, Mayor

Attorney signature recommended for this ordinance.

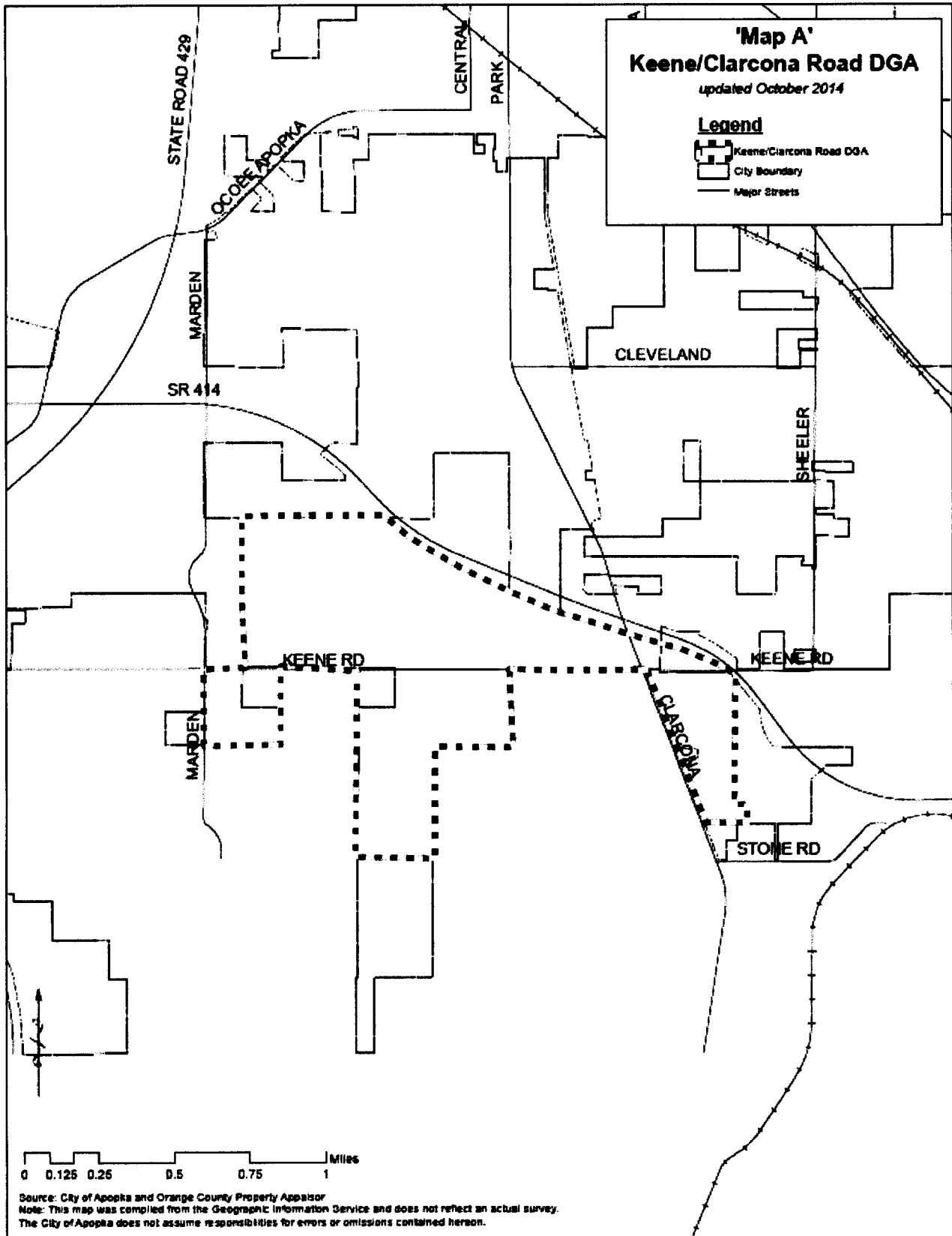
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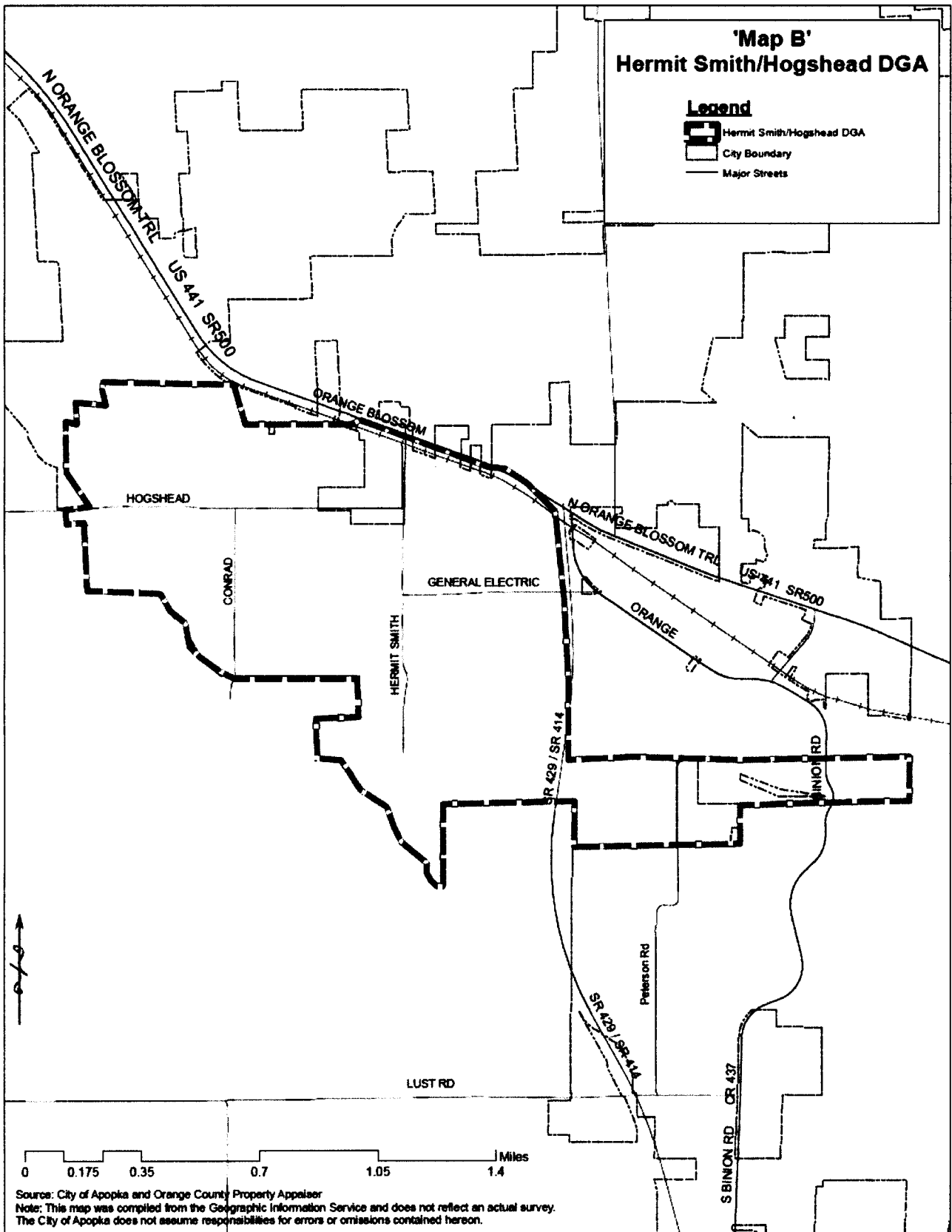
  
\_\_\_\_\_  
Linda Goff, City Clerk

APPROVED AS TO FORM:

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

DULY ADVERTISED FOR PUBLIC HEARING: March 13, 2015  
April 3, 2015  
April 24, 2015

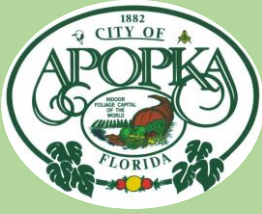




**Backup material for agenda item:**

4. Ordinance No. 2528 – Second Reading – Annexation - Legislative Beckett

Rogers



# CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA  
 PUBLIC HEARING  
 SPECIAL REPORTS  
 OTHER: Ordinance

MEETING OF: November 16, 2016  
 FROM: Community Development  
 EXHIBITS: Exhibit "A" – Summary  
 Ordinance No. 2528  
 Vicinity Map

**SUBJECT: 2016 ANNEXATION – CYCLE NO. 4**

**REQUEST: SECOND READING OF ORDINANCE NO. 2528 – ANNEXATION – ADAMS BROTHERS CONSTRUCTION COMPANY, INC.**

**SUMMARY:**

OWNER: Adams Brothers Construction Company, Inc.  
 LOCATION: 644, 656 and 738 East 13<sup>TH</sup> Street  
 LAND USE: Refer to Exhibit "A"  
 EXISTING USE: Refer to Exhibit "A"  
 TRACT SIZE: 2.94 +/- acre

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

**ORANGE COUNTY NOTIFICATION:** The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on October 14, 2016.

**DULY ADVERTISED:**

October 21, 2016 - 1/4 Page Public Hearing Advertisement  
 October 28, 2016 - 1/4 Page Public Hearing Advertisement  
 November 4, 2016 - Ordinance Headings Advertisement

**PUBLIC HEARING SCHEDULE:**

November 2, 2016 (1:30 pm) - City Council 1<sup>st</sup> Reading  
 November 16, 2016 (7:00 pm) - City Council 2<sup>nd</sup> Reading and Adoption

**FUNDING SOURCE: N/A**

**DISTRIBUTION**

Mayor Kilsheimer  
 Commissioners  
 City Administrator  
 Community Development Director

Finance Director  
 HR Director  
 IT Director  
 Police Chief

Public Services Director  
 Recreation Director  
 City Clerk  
 Fire Chief



**RECOMMENDATION ACTION:**

The **Development Review Committee** recommends approval of the 2016 Annexation – Cycle No. 4

The **City Council**, at its meeting on November 2, 2016, accepted the First Reading of Ordinance No. 2528, and held it over for Second Reading and Adoption on November 16, 2016.

Adopt Ordinance No. 2528.

**EXHIBIT "A"**  
**CITY OF APOPKA**  
**2016 ANNEXATION CYCLE # 4**

**TOTAL ACRES: 53.67 +/-**  
**ANNEXATION ORDINANCE NO.: 2528-2531**

**Adopted this 16th day of November, 2016**

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2528	1	ADAMS BROTHERS CONSTRUCTION COMPANY, INC	644 EAST 13 <sup>TH</sup> STREET 656 EAST 13 <sup>TH</sup> STREET 738 EAST 13 <sup>TH</sup> STREET	15-21-28-0000-00-044 15-21-28-0000-00-210 15-21-28-0000-00-142 15-21-28-0000-00-073	0.25 1.37 0.73 <u>0.59</u> 2.94	VACANT LAND SFR (1)	INDUSTRIAL
2529	2	SHIRLEY L. LITTLE LIFE ESTATE	17 W. OAK STREET	04-21-28-4836-00-680	0.58	SFR	LOW DENSITY REIDENTIAL MAX. 4DU/AC
2530	3	JERRY OWENS LINDA S. OWENS	2604 MARDEN ROAD	29-21-28-0000-00-030	10.67	SFR MANF. HOME	RURAL SETTLEMENT 1DU/5 ACRES
2531	4	WON CHUL LEE MYONG SEA LEE BONG JIN CHOE CHONG SOON CHOE	2309 West Kelly Park Road 2405 West Kelly Park Road	07-20-28-0000-00-048 07-20-28-0000-00-011	9.82 <u>29.66</u> 39.48	VACANT LAND	RURAL 1DU/10 ACRES AGRICULTURAL

g:\Shared\4020\PLANNING\_ZONING\Annexations\2016 Cycle 4 Spreadsheet

**ORDINANCE NO. 2528**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY ADAMS BROTHERS CONSTRUCTION COMPANY, INC. LOCATED WEST OF SHEELER AVENUE AND SOUTH OF EAST 13<sup>TH</sup> STREET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

WHEREAS, Adams Brothers Construction Company, Inc., owner thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the property located west of Sheeler Avenue and south of East 13th Street; and

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

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

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

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

**Legal Descriptions:**

Beg 115 Ft E Of Nw Cor Of Ne1/4 Of Se1/4 Cont E 177.50 Ft S 299.54 Ft S 64 Deg E 228.14 Ft S 25 Deg W 35 Ft To Csx R/R R/W N 64 Deg W 406.57 Ft N 278.31 Ft To Pob (Less N 30 Ft Rd R/W) In Sec 15-21-28. Containing: 1.37 Acres; and

Beg 292.5 Ft E Of Nw Cor Of Ne1/4 Of Se1/4 Run E 100 Ft S To Nly R/W Of Scl Rr R/W Nwly Along Said Rr R/W To A Pt S Of Pob Th N To Pob (Less N 30 Ft For R/W) In Sec 15-21-28. Containing 0.73 +/- Acre; and

Beg 492.5 Ft E & 310.51 Ft S of Nw Cor Of Ne1/4 Of Se1/4 Run S 108 Ft To Sal Rr R/W Nwly Along Said Rr 110.65 N 108 Ft Sely To Pob In Sec 15-21-28. Containing: 0.25 Acre; and

From Nw Cor Of Ne1/4 Of Se1/4 Run E 392.5 Ft For Pob Th E 100 Ft S To Sal Rr Nwly Along Rr R/W 110.6 Ft N To Pob (Less N 30 Ft For R/W )&(Less Beg 492.5 Ft E & 310.51 Ft S Of Nw Cor Of Ne1/4 Of Se1/4 S 108 Ft To Sal Rr R/W Nwly Along Rr 110.6 Ft N 108 Ft Sely To Pob) Sec 15-21-28. Containing 0.59 Acres

**ORDINANCE NO. 2528**  
**PAGE 2**

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

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

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

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

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

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

READ FIRST TIME: November 2, 2016

READ SECOND TIME  
AND ADOPTED: November 16, 2016

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

ATTEST:

\_\_\_\_\_  
Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: October 21, 2016  
October 28, 2016  
November 4, 2016

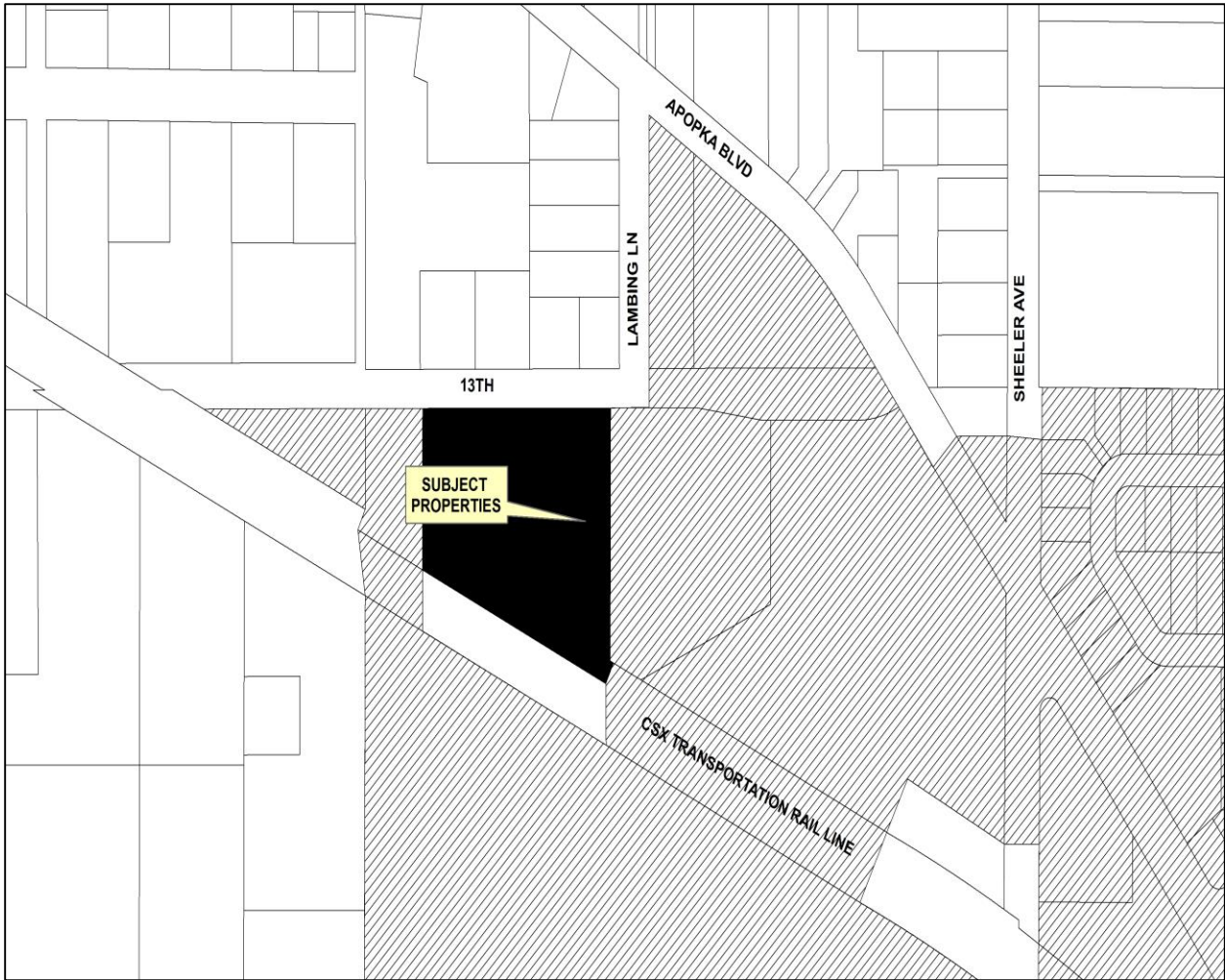
**ANNEXATION**  
**ADAMS BROTHERS CONSTRUCTION COMPANY, INC.**



**Exhibit "A"**  
**Ord. # 2528**  
**Parcel ID: 15-21-28-0000-00-044**  
**15-21-28-0000-00-210**  
**15-21-28-0000-00-142**  
**15-21-28-0000-00-073**

**Total Acres: 2.94 +/-**

**VICINITY MAP**





**Backup material for agenda item:**

5. Ordinance No. 2529 – Second Reading – Annexation - Legislative Beckett

Rogers



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Community Development  
 EXHIBITS: Exhibit "A" – Summary  
 Ordinance No. 2529  
 Vicinity Map

**SUBJECT: 2016 ANNEXATION – CYCLE NO. 4**

**REQUEST: SECOND READING OF ORDINANCE NO. 2529 – ANNEXATION – SHIRLEY L. LITTLE LIFE ESTATE**

**SUMMARY:**

OWNER: Shirley L. Little Life Estate

LOCATION: 17 West Oak Street

LAND USE: Refer to Exhibit "A"

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 0.58 +/- acre

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

**ORANGE COUNTY NOTIFICATION:** The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on October 14, 2016.

**DULY ADVERTISED:**

October 21, 2016 - 1/4 Page Public Hearing Advertisement  
 October 28, 2016 - 1/4 Page Public Hearing Advertisement  
 November 4, 2016 - Ordinance Headings Advertisement

**PUBLIC HEARING SCHEDULE:**

November 2, 2016 (1:30 pm) - City Council 1<sup>st</sup> Reading  
 November 16, 2016 (7:00 pm) - City Council 2<sup>nd</sup> Reading and Adoption

**FUNDING SOURCE: N/A**

**DISTRIBUTION**

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

**RECOMMENDATION ACTION:**

The **Development Review Committee** recommends approval of the 2016 Annexation – Cycle No. 4

The **City Council**, at its meeting on November 2, 2016, accepted the First Reading of Ordinance No. 2529, and held it over for Second Reading and Adoption on November 16, 2016.

Adopt Ordinance No. 2529.

**EXHIBIT "A"**  
**CITY OF APOPKA**  
**2016 ANNEXATION CYCLE # 4**

**TOTAL ACRES: 53.67 +/-**  
**ANNEXATION ORDINANCE NO.: 2528-2531**

**Adopted this 16th day of November, 2016**

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2528	1	ADAMS BROTHERS CONSTRUCTION COMPANY, INC	644 EAST 13 <sup>TH</sup> STREET 656 EAST 13 <sup>TH</sup> STREET 738 EAST 13 <sup>TH</sup> STREET	15-21-28-0000-00-044 15-21-28-0000-00-210 15-21-28-0000-00-142 15-21-28-0000-00-073	0.25 1.37 0.73 <u>0.59</u> 2.94	VACANT LAND SFR (1)	INDUSTRIAL
2529	2	SHIRLEY L. LITTLE LIFE ESTATE	17 W. OAK STREET	04-21-28-4836-00-680	0.58	SFR	LOW DENSITY REIDENTIAL MAX. 4DU/AC
2530	3	JERRY OWENS LINDA S. OWENS	2604 MARDEN ROAD	29-21-28-0000-00-030	10.67	SFR MANF. HOME	RURAL SETTLEMENT 1DU/5 ACRES
2531	4	WON CHUL LEE MYONG SEA LEE BONG JIN CHOE CHONG SOON CHOE	2309 West Kelly Park Road 2405 West Kelly Park Road	07-20-28-0000-00-048 07-20-28-0000-00-011	9.82 <u>29.66</u> 39.48	VACANT LAND	RURAL 1DU/10 ACRES AGRICULTURAL

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**ORDINANCE NO. 2529**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY SHIRLEY L. LITTLE LIFE ESTATE LOCATED WEST OF CENTRAL AVENUE AND NORTH OF OAK STREET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

WHEREAS, Shirley L. Little Life Estate, owner thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the property located west of Central Avenue and north of Oak Street; and

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

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

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

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

Legal Descriptions:

LAKESIDE HOMES B/69 THE E 86.4 FT OF LOT 68 & W 39 FT OF LOT 69 IN  
SEC 9-21-28 NE1/4  
Containing 0.58 Acre

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

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

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

**ORDINANCE NO. 2529**  
**PAGE 2**

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

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

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

READ FIRST TIME: November 2, 2016

READ SECOND TIME  
AND ADOPTED: November 16, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING:   October 21, 2016  
  October 28, 2016  
  November 4, 2016



**ANNEXATION**  
**SHIRLEY L. LITTLE LIFE ESTATE**



**Exhibit "A"**  
**Ord. # 2529**  
**Parcel ID: 04-21-28-4836-00-680**

**Total Acres: 0.58 +/-**

**VICINITY MAP**



**Backup material for agenda item:**

6. Ordinance No. 2530 – Second Reading – Annexation - Legislative Beckett

Rogers



# CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA  
 PUBLIC HEARING  
 SPECIAL REPORTS  
 OTHER: Ordinance

MEETING OF: November 16, 2016  
 FROM: Community Development  
 EXHIBITS: Exhibit "A" – Summary  
 Ordinance No. 2530  
 Vicinity Map

**SUBJECT: 2016 ANNEXATION – CYCLE NO. 4**

**REQUEST: SECOND READING OF ORDINANCE NO. 2530 – ANNEXATION – JERRY OWENS AND LINDA S. OWENS**

**SUMMARY:**

OWNER: Jerry Owens and Linda S. Owens  
 LOCATION: 2604 Marden Road  
 LAND USE: Refer to Exhibit "A"  
 EXISTING USE: Refer to Exhibit "A"  
 TRACT SIZE: 10.67 +/- acres

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

**ORANGE COUNTY NOTIFICATION:** The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on October 14, 2016.

**DULY ADVERTISED:**

October 21, 2016 - 1/4 Page Public Hearing Advertisement  
 October 28, 2016 - 1/4 Page Public Hearing Advertisement  
 November 4, 2016 - Ordinance Headings Advertisement

**PUBLIC HEARING SCHEDULE:**

November 2, 2016 (1:30 pm) - City Council 1<sup>st</sup> Reading  
 November 16, 2016 (7:00 pm) - City Council 2<sup>nd</sup> Reading and Adoption

**FUNDING SOURCE: N/A**

**DISTRIBUTION**

Mayor Kilsheimer  
 Commissioners  
 City Administrator  
 Community Development Director

Finance Director  
 HR Director  
 IT Director  
 Police Chief

Public Services Director  
 Recreation Director  
 City Clerk  
 Fire Chief

**RECOMMENDATION ACTION:**

The **Development Review Committee** recommends approval of the 2016 Annexation – Cycle No. 4

The **City Council**, at its meeting on November 2, 2016, accepted the First Reading of Ordinance No. 2530, and held it over for Second Reading and Adoption on November 16, 2016.

Adopt Ordinance No. 2530.

**EXHIBIT "A"**  
**CITY OF APOPKA**  
**2016 ANNEXATION CYCLE # 4**

**TOTAL ACRES: 53.67 +/-**  
**ANNEXATION ORDINANCE NO.: 2528-2531**

**Adopted this 16th day of November, 2016**

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2528	1	ADAMS BROTHERS CONSTRUCTION COMPANY, INC	644 EAST 13 <sup>TH</sup> STREET 656 EAST 13 <sup>TH</sup> STREET 738 EAST 13 <sup>TH</sup> STREET	15-21-28-0000-00-044 15-21-28-0000-00-210 15-21-28-0000-00-142 15-21-28-0000-00-073	0.25 1.37 0.73 <u>0.59</u> 2.94	VACANT LAND SFR (1)	INDUSTRIAL
2529	2	SHIRLEY L. LITTLE LIFE ESTATE	17 W. OAK STREET	04-21-28-4836-00-680	0.58	SFR	LOW DENSITY REIDENTIAL MAX. 4DU/AC
2530	3	JERRY OWENS LINDA S. OWENS	2604 MARDEN ROAD	29-21-28-0000-00-030	10.67	SFR MANF. HOME	RURAL SETTLEMENT 1DU/5 ACRES
2531	4	WON CHUL LEE MYONG SEA LEE BONG JIN CHOE CHONG SOON CHOE	2309 West Kelly Park Road 2405 West Kelly Park Road	07-20-28-0000-00-048 07-20-28-0000-00-011	9.82 <u>29.66</u> 39.48	VACANT LAND	RURAL 1DU/10 ACRES AGRICULTURAL

g:\Shared\4020\PLANNING\_ZONING\Annexations\2016 Cycle 4 Spreadsheet

**ORDINANCE NO. 2530**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY JERRY OWENS AND LINDA S. OWENS LOCATED WEST OF MARDEN ROAD AND SOUTH OF KEENE ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

WHEREAS, Jerry Owens and Linda S. Owens, owner thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the property located west of Marden Road and south of Keene Road; and

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

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

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

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

Legal Descriptions:

SW1/4 OF NE1/4 OF NE1/4 & N 60 FT OF SE1/4 OF NE1/4 OF NE1/4 SEC 29-21-28

Containing 10.67 Acres

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

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

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





**ANNEXATION**  
**JERRY OWENS AND LINDA S. OWENS**



**Exhibit "A"**  
**Ord. # 2530**  
**Parcel ID: 29-21-28-0000-00-030**

**Total Acres: 10.67 +/-**

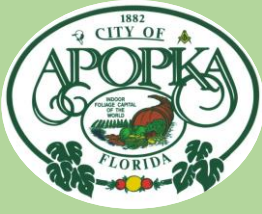
**VICINITY MAP**



**Backup material for agenda item:**

7. Ordinance No. 2531 – Second Reading – Annexation - Legislative Beckett

Rogers



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Community Development  
 EXHIBITS: Exhibit "A" – Summary  
 Ordinance No. 2531  
 Vicinity Map

**SUBJECT: 2016 ANNEXATION – CYCLE NO. 4**

**REQUEST: SECOND READING OF ORDINANCE NO. 2531 – ANNEXATION – WON CHUL LEE, MYONG SEA LEE, BONG JIN CHOE AND CHONG SOON CHOE**

**SUMMARY:**

OWNERS: Won Chul Lee, Myong Sea Lee, Bong Jin Choe and Chong Soon Choe

LOCATION: 2309 and 2405 West Kelly Park Road

LAND USE: Refer to Exhibit "A"

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 39.48 +/- acres

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

**ORANGE COUNTY NOTIFICATION:** The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on October 14, 2016.

**DULY ADVERTISED:**

October 21, 2016 - 1/4 Page Public Hearing Advertisement  
 October 28, 2016 - 1/4 Page Public Hearing Advertisement  
 November 4, 2016 - Ordinance Headings Advertisement

**PUBLIC HEARING SCHEDULE:**

November 2, 2016 (1:30 pm) - City Council 1<sup>st</sup> Reading  
 November 16, 2016 (7:00 pm) - City Council 2<sup>nd</sup> Reading and Adoption

**FUNDING SOURCE: N/A**

**DISTRIBUTION**

Mayor Kilsheimer  
 Commissioners  
 City Administrator  
 Community Development Director

Finance Director  
 HR Director  
 IT Director  
 Police Chief

Public Services Director  
 Recreation Director  
 City Clerk  
 Fire Chief

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**RECOMMENDATION ACTION:**

The **Development Review Committee** recommends approval of the 2016 Annexation – Cycle No. 4

The **City Council**, at its meeting on November 2, 2016, accepted the First Reading of Ordinance No. 2531, and held it over for Second Reading and Adoption on November 16, 2016.

Adopt Ordinance No. 2531.

**EXHIBIT "A"**  
**CITY OF APOPKA**  
**2016 ANNEXATION CYCLE # 4**

**TOTAL ACRES: 53.67 +/-**  
**ANNEXATION ORDINANCE NO.: 2528-2531**

**Adopted this 16th day of November, 2016**

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2528	1	ADAMS BROTHERS CONSTRUCTION COMPANY, INC	644 EAST 13 <sup>TH</sup> STREET 656 EAST 13 <sup>TH</sup> STREET 738 EAST 13 <sup>TH</sup> STREET	15-21-28-0000-00-044 15-21-28-0000-00-210 15-21-28-0000-00-142 15-21-28-0000-00-073	0.25 1.37 0.73 <u>0.59</u> 2.94	VACANT LAND SFR (1)	INDUSTRIAL
2529	2	SHIRLEY L. LITTLE LIFE ESTATE	17 W. OAK STREET	04-21-28-4836-00-680	0.58	SFR	LOW DENSITY REIDENTIAL MAX. 4DU/AC
2530	3	JERRY OWENS LINDA S. OWENS	2604 MARDEN ROAD	29-21-28-0000-00-030	10.67	SFR MANF. HOME	RURAL SETTLEMENT 1DU/5 ACRES
2531	4	WON CHUL LEE MYONG SEA LEE BONG JIN CHOE CHONG SOON CHOE	2309 West Kelly Park Road 2405 West Kelly Park Road	07-20-28-0000-00-048 07-20-28-0000-00-011	9.82 <u>29.66</u> 39.48	VACANT LAND	RURAL 1DU/10 ACRES AGRICULTURAL

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**ORDINANCE NO. 2531**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY WON CHUL LEE, MYONG SEA LEE, BONG JIN CHOE AND CHONG SOON CHOE LOCATED EAST OF PLYMOUTH SORRENTO ROAD AND NORTH OF KELLY PARK ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

WHEREAS, Won Chul Lee, Myong Sea Lee, Bong Jin Choe And Chong Soon Choe, owner thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the property located east of Plymouth Sorrento Road and north of Kelly Park Road; and

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

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

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

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

**Legal Descriptions:**

E1/3 OF W3/4 OF SW1/4 OF SE1/4 OF SEC 07-20-28 Containing 10.67 Acres;  
and THE NW1/4 OF SE1/4 & THE W1/2 OF SW1/4 OF SE1/4 (LESS W 503.05 FT THEREOF) OF SEC 07-20-28 Containing: 29.66 Acres  
Total Acres: 39.48

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

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

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

**ORDINANCE NO. 2531**  
**PAGE 2**

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

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

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

READ FIRST TIME: November 2, 2016

READ SECOND TIME  
AND ADOPTED: November 16, 2016

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

ATTEST:

\_\_\_\_\_  
Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING:   October 21, 2016  
  October 28, 2016  
  November 4, 2016

**ANNEXATION**  
**WON CHUL LEE & MYONG SEA LEE**  
**BONG JIN CHOE & CHONG SOON CHOE**



Exhibit "A"  
Ord. # 2531  
Parcel ID: 07-20-28-0000-00-048  
07-20-28-0000-00-011

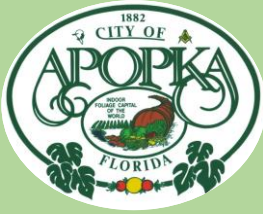
Total Acres: 39.48 +/-

**VICINITY MAP**



**Backup material for agenda item:**

- 8. Resolution 2016-34 - Worker's Comp Legislative Review Sharon Thornton



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 16, 2016  
 FROM: Human Resources  
 EXHIBITS: Resolution 2016-34

**SUBJECT: ADDRESS RECENT DECISIONS REGARDING WORKER’S COMP SYSTEM**

**REQUEST: APPROVAL**

**SUMMARY:**

Recent decisions by the Florida Supreme Court have had a significant negative effect on the worker’s compensation insurance rates paid by entities and businesses in the State of Florida. The rulings have led to a significant increase in the rates for the coming year and thereafter. We are joining an effort to stand united in requesting the Legislature amend Chapter 440 to address those decisions.

**FUNDING SOURCE:**

No funding necessary for this action.

**RECOMMENDATION ACTION:**

Approval of Resolution 2016-34

**DISTRIBUTION**

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

**RESOLUTION NO. 2016-34**

**A RESOLUTION OF THE CITY OF APOPKA, FLORIDA REQUESTING THE FLORIDA LEGISLATURE AMEND CHAPTER 440, FLORIDA STATUTES, TO ADDRESS THE FLORIDA SUPREME COURT'S RECENT DECISIONS RELATED TO FLORIDA'S WORKERS' COMPENSATION SYSTEM.**

**WHEREAS**, the City of Apopka has over 400 full time employees, for which the City provides workers' compensation insurance; and

**WHEREAS**, the City has paid an average of \$80,334 workers' compensation claims annually the last five years; and

**WHEREAS**, obtaining adequate insurance coverage for municipalities is already difficult given that the employees range from City administration, to fire department, to police, to parks and recreation, and to sanitation and public works, among many others; and

**WHEREAS**, this varied employee portfolio provides a diversity of claims and a level of unpredictability that requires higher insurance premium rates than other organizations; and

**WHEREAS**, despite the difficulty in obtaining workers' compensation coverage for its employees, the City relies on the constructs within Florida Law to avoid the costly tort system to address employee injuries; and

**WHEREAS**, the City relies on a workers' compensation system that has a cap on attorneys' fees to prevent the unsavory and costly scenarios of paying more for the legal fees for a workers' compensation case than the actual claim itself; and

**WHEREAS**, businesses of all types and sizes within our City, if faced with significantly higher premiums for their workers compensation rates will be negatively impacted financially which could lead to stagnated growth, hiring freezes, or worse, layoffs; and

**WHEREAS**, negative impacts to local businesses in the County have an equally negative impact on City revenues and, by extension our ability to provide adequate services to the Cities residents; and

**WHEREAS**, on April 28, 2016, the Florida Supreme Court, in the matter of *Castellanos v. Next Door Company*, held that a strict cap for plaintiff's attorneys' fees provided by section 440.34, *Florida Statutes*, was unconstitutional; and

**WHEREAS**, on June 9, 2016, the Florida Supreme Court, in the matter of *Westphal v. City of St. Petersburg*, held that a two-year period of temporary total disability benefits in section 440.15, *Florida Statutes*, is unconstitutional; and



**WHEREAS**, the Florida Legislature has not yet taken any action to address these now-deemed unconstitutional sections of Chapter 440, *Florida Statutes*; and

**WHEREAS**, the Florida Office of Insurance Regulation has recently approved the proposed workers' compensation premium increase of 14.5 percent effective December 1, 2016; and

**WHEREAS**, any workers' compensation rate increase above normal annual growth or transition into a tort system for workers' injuries would negatively impact the City of Apopka's budget and, by extension, services to the community.

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

The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted in support of the matters set forth in this Resolution and made part hereof.

The City of Apopka implores the Legislature to amend Chapter 440, *Florida Statutes*, to ensure that it is constitutionally valid, including: creating a cap on attorneys' fees for workers compensation claims that, if necessary, allows limited judicial discretion; and

**BE IT FURTHER RESOLVED**, that the City of Apopka, Florida implores the Florida Legislature to consider the impacts of any modifications to the workers' compensation system on local governments (in addition to the impacts on the private sector) and engage local government leaders in the decision making processes so that the voices of our constituents might be heard in the midst of the debate.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of November, 2016.

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JOSEPH E. KILSHEIMER  
MAYOR of the City of Apopka, Florida

**ATTEST:**

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Linda Goff  
CITY CLERK