

# AGENDA

# COMMUNITY REDEVELOPMENT AGENCY

# December 21, 2016 @ 6:00 PM **City Hall Council Chamber** 120 East Main Street – Apopka, Florida 32703

# I. CALL TO ORDER

# II. ROLL CALL

# **III. APPROVAL OF MINUTES:**

- 1. Community Redevelopment Agency Meeting July 20, 2016
- 2. Community Redevelopment Agency September 28, 2016

# **IV. NEW BUSINESS:**

- 1. Community Redevelopment Area (CRA) Redevelopment Plan Update
- 2. Approve funding for appraisal and survey Fifth Street Parking Lot
- 3. Approve funding for survey services Portions of Station Street and Fifth Street
- James Hitt 4. Approve funding for Topographic Survey Services – Portions of Sixth Street & Station Street James Hitt

# V. ADJOURNMENT

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.

James Hitt

James Hitt

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# Backup material for agenda item:

1. Community Redevelopment Agency Meeting July 20, 2016

Minutes of the City of Apopka Community Redevelopment Agency (CRA), held July 20, 2016, in the City of Apopka Council Chambers.

CALL TO ORDER: The CRA meeting was called to order by Chair Kilsheimer at 7:30 p.m.

ROLL CALL: Joseph E. Kilsheimer, Chairman Billie L. Dean Diane Velazquez Doug Bankson Kyle Becker Steve White

# **NEW BUSINESS**

# 1. City Center Development Agreement

Mark Reggentin, Community Development Director, said over the last several months the City has been in negotiations with Taurus Southern Investments to put together a Development Agreement for the City Center. This went out for proposal several months ago and one proposal was received from Taurus Investment Holdings, LLC. Based upon the stipulations within the proposal, they have been working to put together a development agreement. The initial part of the development agreement was a conceptual plan that shows a general layout of what could happen at the City Center. He affirmed that as time goes on and this moves to the development process that will be refined to different levels prior to it being put into place and construction permits issued. He stated that within the development agreement there is a provision for public open spaces to be complimentary to the commercial uses on the site. The agreement specifically address how the plan can be amended. It is anticipated this development will take place over time and as the market changes, needs of the development site can be changed. There are requirements for the developer to construct infrastructure to support the development and there are requirements for the City to construct public improvements that support the development. He affirmed this is a private/public partnership with Taurus. The City is looking at improvements to the roadway system surrounding the City Center development to include US 441, McGee, and Sixth Streets. The developer will be responsible for improvements interior to the site. In addition, the developer will do design and construction of public amenities that will be around the pond with the City funding those. He stated a concern that arose during this process was performance standards. Both the City and Taurus want this project to begin as soon as possible and based upon that, there was performance criteria placed within the agreement that requires within ten days following the approval of the agreement that they begin survey work and within eighteen months, they start vertical construction with the first piece of property, and within thirty-six months, they start construction with the second property. He affirmed the third phase is the public improvement side of the project. He pointed out that if the developer were to purchase property and not meet the standards, there is a reconveyance clause within the agreement. He declared that Taurus has agreed to put together a property owner association that will maintain the private improvements. He also explained that with regards to Highland Manor, within the agreement, the ideal situation is that it be included as part of the agreement, but this does not occur, Taurus will provide the City with a twelve month notice if they are not including it within their development scheme. At that time the City will have the option to determine whether to relocate the

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house. He advised there is an extensive list of prohibited uses included within the agreement. Also, the design team for Taurus has put together some design standards as an addendum to the agreement. He advised the changes discussed at the July 13, 2016 workshop have been incorporated in this agreement, specifically to interior access to hotel rooms, as well as specific prohibitions for fast food restaurants.

Jeff McFadden, Manager, Taurus, said they have worked hard on working through this process, and they feel it will be good for the City, residents, and tenants. He introduced the Taurus Team; Kim McCann, Architect; Bob Lochran, Lochran Engineering; Jill Rose, Vice President of Bishop Beal Realty, responsible for leasing and sales; and John Keating, Attorney.

Kim McCann, Architect, reviewed a Power Point presentation and said the concept will evolve as tenants and businesses start to activate the space. She stated they try to outline a framework to start working within. One of the important aspects of the concept is the pedestrian quality of the City Center. There will be the incorporation of large sidewalks, slowing traffic devices, and anything that makes the person shopping and moving from store to store feel very safe. She stated another aspect is the inclusion of public parks such as linear parks and connective parks from one place to another creating the opportunity for street markets, festivals, and art shows. A big amenity already on the site is the lake that will allow outdoor dining and pedestrian access with the creation of a boardwalk around part of the lake. She explained they have created design guidelines for the project with high variation of different roofs, textures, awnings, so it will not be one cookie cutter feel. A copy of the presentation is on file.

Jill Rose, Vice President of Retail Services, Bishop Beal Realty and Development, said she was here to discuss the demographics, trade areas, and potential uses for the project. They looked at a trade area based upon traffic patterns, shopping habits, and commuting traffic to determine who would come here and why. She explained they determine who those people are, how old they are, what their average income is, and how they spend their money. She reported that they found there are approximately 138,000 people within the trade area, of which 70% own their home with 2.7 people per household. There is an average household income of \$74,000 and a median income of \$56,000. She said in terms of uses, they will target sit down casual restaurants, fast casual restaurants, special food users, outdoor seating, taverns, chef driven restaurants, etc. In addition, they will target anchor users including grocery, potential entertainment users, and service oriented users such as pet boutiques, spas, salons, giving a lifestyle City Center feel. She reported they have been quietly marketing the project and they have been very happy with received interest.

Bob Lochran, Lochran Engineering, said the overview on this project from the infrastructure access standpoint will have several points of improvement around the perimeter of the property. He advised a primary improvement will be a signalization addition at the intersection of McGee and Main Street, along with an extension of the left turn lane that currently exists. There will be improvements to East Sixth Street and improvements to McGee Street between East Sixth and Main Street. He reported there will be a relocation of the northbound U-turn on SR 441 just south of SR 436.

Commissioner Dean inquired what they planned for Highland Manor.

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Mr. McFadden advised it is not incorporated in their plan at this time. At a minimum the City will have eighteen months to determine what to do with the house. As he stated at the last workshop, they are open to suggestions and ideas about what to do with the house. He affirmed with the current form and sprawling of associated buildings, it does not work. He stated he would not rule out a solution onsite, but they did not have one at this time. He affirmed they would need a user interested in it. He said they want a successful project.

Chairman Kilsheimer opened the meeting to public comment.

City Attorney Shepard explained that due to this issue overlapping with the Council meeting, all public comment will be taken at this time.

Suzanne Kidd prefaced her remarks with an assurance to the Council, Design Team, and fellow Apopkans that the critique has one motivation and that is to make sure the City Center, which she was excited about, is designed to a style and standard that rivals its competition and makes us proud for years to come. She stated she spent her thirty year professional life both studying and teaching design before settling in Apopka. She said that based upon her training and experience, she has serious reservations about the architectural design style that has been memorialized in the City Center Development Agreement. She stated the exclusive selection of Florida Vernacular style for Apopka's City Center alarms her greatly, stating how buildings look, their mass, scale, and design features, materials they are built from all combine to establish a sense of place and how connected we feel to them. She suggested there were other styles that would be more appropriate such as those in Winter Park Village, Winter Garden Village, and Dr. Phillips areas. She stated Florida Vernacular was not limited just to the Cracker style and suggested one of the other Vernacular styles would be more appropriate to satisfy Apopka's desire for a unique destination.

Gene Knight expressed concerns for having a drive thru, stating it would cause more traffic for pedestrians. He also stated he did not see services such as dental offices or insurance offices needed in this downtown area.

Ray Shackelford applauded Taurus for taking on this project stating it was a step in the right direction. He thanked the City for encouraging and promoting this project for families and young people. He stated there would be time for adjustments and making improvements.

Jim Fadal said in terms of the history of the City, there were minimum buildings that are architecturally significant and he agreed with Commissioner Dean on Highland Manor. He stated if the developer was open to ideas, was he expecting the City to present options and alternatives to that particular site. He expressed concern regarding the existing trees and not wiping them out with parking lots.

Charlotte Heart stated she was a new resident and very happy to be in Apopka. She said she spent two and a half years looking for the perfect place stating what she found was like a gem and it was very difficult to find such an area with great neighbors. She expressed concern with how busy it will be and the security of the area.

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David Sein said his concerns were with regards to noise prevention and perhaps consider some noise abatement for their area prior to the start of what comes with construction, stating he lives just when you come off of 441 and Sixth Street. He also expressed concern regarding the safety of this area.

Francina Boykin said she was here as she has not heard mentioned anything in the plan as far as historical preservation or acknowledgement of the first settlers and homesteaders in the area. She said New Hope Missionary Baptist Church is one hundred and twenty-three years old, established in Sara Mead's Bottom in the early 1890's in the vicinity of the proposed Apopka City Center location. She stated an early settler, Reverend Morris Chissom, Sr., lived at the corner of McGee Avenue and Sixth Street having moved there in 1905 and refused to move from his home when an ordinance was passed forcing black citizens to move south of the Tavares/Orlando Atlantic railroad. She said Meads Bottom was the epic center for the early black settlers in Apopka. She stated it would be robbery if the developers of the proposed City Center not to consider a memorial for the first settlers of this community and their contributions of the early growth of Apopka. She asked consideration of a marker to be placed in memory of these individuals.

Laura Heiselman from the Chamber of Commerce stated the members of the Chamber of Commerce were excited about this development. She said the have had a long standing and very important relationship with Steve Gunter and the staff at Highland Manor and Dubsdread. She suggested a venue be considered to host special events. She inquired if part of the hotel mentioned might incorporate some sort of ballroom or facility available to members of the community for formal functions.

James Allen said he was married at Highland Manor and this was very close to him. He stated they have heard a lot of emotional presentations on buildings, old and new. He said buildings come and go, but he would like to follow-up and expressed concern regarding the trees stating some of these trees have been there for hundreds of years and if at all possible, asked these be preserved.

Rod Love said they have met with community leaders and faith based leaders in the community, having dialogue about the downtown center. He said they spoke at one of the council meetings voicing support for the downtown center stating it will transform Apopka in a positive way. He stated this was the right place and right time for this center, especially as it relates to economic development. He suggested if the opportunity presents itself that women's and minority businesses be utilized in this development.

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

Member White inquired if the elevation has been determined, to which Chairman Kilsheimer advised the elevation has not been determined, but being proposed was a design guideline that a particular user, working with the developer can choose from in order to meet their needs.

Mr. Reggentin stated it is flexible and the Development Agreement can be amended at any time as a mutual agreement between the City and the Developer. He advised this was the very first phase and

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conceptual. It would have to go through a final development plan stage and those ideas are refined at each stage.

Chairman Kilsheimer thanked staff and Taurus for all of their hard work in this process. He said this is a big step for the City of Apopka and this land was purchased for the purpose of building a city center. He recommended support of the agreement as proposed.

MOTION by Commissioner Becker, and seconded by Commissioner Bankson to approve the Taurus Development Agreement. Motion carried unanimously with Chairman Kilsheimer, and Members Dean, Velazquez, Becker, Bankson, and White voting aye.

ADJOURNMENT - There being no further business to discuss, the meeting adjourned at 8:47 p.m.

Joseph E. Kilsheimer, Chairman

ATTEST:

Linda F. Goff, City Clerk

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# Backup material for agenda item:

2. Community Redevelopment Agency - September 28, 2016

Minutes of the City of Apopka Community Redevelopment Agency (CRA), held September 28, 2016, in the City of Apopka Council Chambers.

**CALL TO ORDER**: Mayor Kilsheimer called to order the Community Redevelopment Agency Board meeting on the Fiscal Year 2016-2017 final budget, as required by F.S. Chapter 189.

ROLL CALL: Joseph E. Kilsheimer, Chairman Billie L. Dean Diane Velazquez Doug Bankson Kyle Becker Steve White Nikki Williams

# **NEW BUSINESS**

# 1. CRA Resolution No. 2016-01 – Adopt Annual Budget Fiscal Year 2016-2017

# **RESOLUTION NO. 01**

# A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF APOPKA, FLORIDA, ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2016-2017.

Mayor Kilsheimer announced the CRA budget is balanced at \$2,285,439 and includes funding for the downtown project, including land acquisitions and funding to update the CRA Plan.

Mayor Kilsheimer opened the meeting to public comment.

Ray Shackelford said he would like to inquire if the public can obtain a copy of the projects for the \$2 million capital outlay. He also inquired if the City could list the projects on their website.

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

MOTION by Member Bankson, and seconded by Member Becker to adopt CRA Resolution No. 01, establishing the FY 16/17 budget. Motion carried unanimously with Chairman Kilsheimer, and Members Dean, Velazquez, Becker, Bankson, White, and Williams voting aye.

ADJOURNMENT - There being no further business to discuss, the meeting adjourned at 5:34 p.m.

ATTEST

Joseph E. Kilsheimer, Chairman

Linda F. Goff, City Clerk

# Backup material for agenda item:

1. Community Redevelopment Area (CRA) Redevelopment Plan – Update James Hitt



# CITY OF APOPKA COMMUNITY REDEVELOPMENT AGENCY



X CONSENT AGENDA X PUBLIC HEARING SPECIAL REPORTS OTHER: MEETING OF: FROM: EXHIBITS: December 21, 2016 Community Development Littlejohn Proposal

# **<u>SUBJECT</u>: CRA REDEVELOPMENT PLAN – UPDATE**

# **<u>REQUEST</u>:** APPROVE FUNDING FOR THE CRA COMMUNITY REDEVELOPMENT PLAN UPDATE WITH LITTLEJOHN

# **SUMMARY**:

The Apopka Community Redevelopment Agency adopted the first Community Redevelopment Plan in June 1993. An update was prepared in March 2006 by Land Design Innovations, but was never formally adopted by the CRA or the Apopka City Council. As a result, the Plan has to be updated at this time.

Land Design Innovations was combined into Littlejohn and the staff that worked on the 2006 update still works for Littlejohn. This staff has the full background and knowledge of the previous Apopka CRA Community Redevelopment Plans and is able to complete an update in about three (3) months, according to the proposal. The new update will have to be approved by the CRA and City Council and submitted to Orange County for review.

Staff is requesting that the proposal submitted by Littlejohn be approved on the basis of their background knowledge of Apopka's CRA.

## **FUNDING SOURCE**:

CRA Redevelopment Trust Fund

## **RECOMMENDATION ACTION:**

Authorize funding from the CRA Redevelopment Trust Fund for the update of the Community Redevelopment Plan in the amount of \$24,975

# 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



December 5, 2016

Mr. Jim Hitt , AICP Community Development Director City of Apopka 120 East Main Street Apopka, FL, 32703

### RE: Community Redevelopment Plan Update Apopka, Florida

Dear Mr. Hitt:

Littlejohn Engineering Associates, Inc. (CONSULTANT/Littlejohn) appreciates the opportunity to submit this proposal to the City of Apopka (CLIENT) for economic development and redevelopment services.

It is understood that the CLIENT would like to update the City of Apopka's Community Redevelopment Agency's Redevelopment Plan (PROJECT) to reflect an updated project lists and any changes in the City's economic and demographic conditions that may have occurred subsequent to the Plan's latest update and to update the redevelopment projects and programs identified in the Redevelopment Plan.

The following scope includes the preparation of a Community Redevelopment Plan update in accordance with Florida Statutes, Chapter 163, Part III, (163.361).

### Scope of Work

Based on the above description and our professional experience, we have identified the following scope of services.

### Task I Review of Current Draft Community Redevelopment Plan / Preliminary Revisions

- Littlejohn will review the previously adopted Apopka Community Redevelopment Plan, and Draft Plans as instructed by City staff, and will prepare a preliminary update to the City of Apopka CRA Redevelopment Plan to update and address any changes in the following sections of the Plan:
- CRA Projects lists and accomplishments
- CRA Projects Schedules
- Update to TIF projections

# Task 2 Community Redevelopment Workshop (Public Input)

Littlejohn will facilitate a public community workshop, in coordination with City staff at a City facility, to present the draft Community Redevelopment Plan updates, and to provide an opportunity for community input in the Redevelopment Plan formulation process and to identify community issues, concerns and potential projects for inclusion in the updated Redevelopment Plan. Littlejohn will notify the appropriate taxing authorities and other key stakeholders identified by the City to participate in the Community Redevelopment Workshop.

## Task 3 Community Redevelopment Plan Update Revisions (Public Input)

■ Littlejohn will update the existing City of Apopka CRA Community Redevelopment Plan to reflect the input and comments received at the community workshop.

## Task 4 Submittal of Draft Community Redevelopment Plan Update (Review by City Staff)

Littlejohn will submit the DRAFT City of Apopka CRA Community Redevelopment Plan update for City staff review and comment. The draft report submitted for review will be consistent with the definitions, terms and conditions of Florida Statutes Chapter 163.

## Task 5 Incorporate City Revisions and Comments (Revised Draft Report)

Littlejohn will prepare a revised Draft City of Apopka CRA Community Redevelopment Plan update, incorporating comments and input received from the City.

### Task 6 Presentation of Revised Draft Community Redevelopment Plan

- Littlejohn will present the revised to the Apopka Planning Commission to review the updated Plan for consistency with the City's Comprehensive Plan.
- Littlejohn will amend the revised Draft City of Apopka CRA Community Redevelopment Plan to reflect the input from the Planning Commission. (Final Community Redevelopment Plan)
- Littlejohn will notify all taxing authorities within Orange County of the hearing schedule where the Final City of Apopka CRA Community Redevelopment Plan will be discussed and considered for approval by the Apopka CRA Board/City Council.
- Littlejohn staff will present the FINAL City of Apopka CRA Community Redevelopment Plan update for consideration of adoption by the Apopka CRA Board/Council.

Mr. Jim Hitt , AICP Community Redevelopment Plan Update

### **DELIVERABLES:**

- Up to Four (4) Meetings with City Staff and or CRA Staff to gather information for update and provide project status updates
- Facilitation of one (1) public Community Workshop Redevelopment Plan update
- Updated City of Apopka CRA Community Redevelopment Plan
- Presentation of Draft City Apopka CRA Community Redevelopment Plan update to City staff for comments and input
- Presentation of Revised City Apopka CRA Community Redevelopment Plan update to Apopka Planning Commission
- Presentation of Revised City Apopka CRA Community Redevelopment Plan update to Apopka CRA Board/City Council
- One (1) print copy and all electronic files source, data, graphic and mapping files for City/CRA files and records

### TIME FOR COMPLETION:

The anticipated schedules for the provision of the above-described services are as follows:

• Three (3) months

This work order shall be effective upon signature of both parties (the "Effective Date") and shall continue until completion of the Scope of Services.

### **Professional Services Fee**

Our professional fee for the above-described services shall be a lump sum of \$24,975, including direct expenses.

### **Additional Services**

Services that may be required, which Littlejohn can provide, but are not part of this proposal include the following.

- Additional meetings and workshops.
- Advertising meetings.
- Additional sets of revisions.
- Preparing ordinances.

Mr. Jim Hitt , AICP Community Redevelopment Plan Update December 5, 2016 Page 4 of 8

- Rezoning of properties.
- Transfer of Development Rights Ordinance.
- Comprehensive Plan Amendments.

These services may be provided at the request from staff and will be billed on an hourly basis with an estimated budget according to the hourly rate schedule attached as Exhibit B.

### **Standard Terms and Conditions**

Unless otherwise indicated, we will provide our services according to the Terms and Conditions/Exhibit "A" (Attached).

Again, thank you for the opportunity to submit this proposal. We look forward to working with you on this exciting project. If this proposal is acceptable, please return a signed copy to our office.

Sincerely,

# LITTLEJOHN ENGINEERING ASSOCIATES, INC.

John M. Jones, AICP, CRP Project Manager

AGREED BY:

Name

Date

Title

Company

# EXHIBIT A LITTLEJOHN ENGINEERING ASSOCIATES TERMS AND CONDITIONS

### ARTICLE I. CONSULTANT'S RESPONSIBILITIES:

- 1.1 Perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or similar locality of the PROJECT site. No other warranty, expressed or implied, is made.
- 1.2 Rely upon the accuracy and completeness of information and services furnished by CLIENT and/or the CLIENT'S consultants and contractors. The CONSULTANT shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultant and contractors.
- 1.3 Consider all prepared documents to be confidential, and distribute copies of same only to those persons or agencies specifically designated by CLIENT or his authorized representative.
- 1.4 Maintain all final documents, including electronic documents relating to the services performed for a period not less than four (4) years following submission of prepared documents, in a reasonably accessible manner.

### **ARTICLE 2. CLIENT'S RESPONSIBILITIES:**

- 2.1 Provide CONSULTANT with necessary PROJECT information in a timely manner regarding the requirements for and limitations of the PROJECT which is available to or reasonably obtainable by the CLIENT.
- 2.2 Furnish right-of-entry onto the PROJECT site in order for CONSULTANT to perform work associated with the PROJECT. CONSULTANT will endeavor to preserve the land but makes no guarantee to restore the site to its original condition.
- 2.3 Designate PROJECT representative to coordinate with the CONSULTANT.
- 2.4 Guarantee to CONSULTANT that he has the legal capacity to enter into this contract, and that sufficient monies are available to fund CONSULTANT'S compensation.
- 2.5 Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or defect in the PROJECT, including any errors or omissions in CONSULTANT'S work.

### **ARTICLE 3. GENERAL CONDITIONS:**

- 3.1 CONSULTANT, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the PROJECT.
- 3.2 CONSULTANT shall not be responsible for acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written or verbal recommendation issued by CONSULTANT except for specific design specifications.
- 3.3 If Construction Observation services are in the CONSULTANT'S scope of services, said services shall be performed in general conformance with customary services as described in Article 1.1 and will include site visits at intervals appropriate to the various stages of construction as the CONSULTANT deems necessary to determine if the work is proceeding in general accordance with the Contract Documents. CONSULTANT shall not be required, nor expected, to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, and CONSULTANT shall be required to report to CLIENT only those defects in the work which CONSULTANT actually observes. CONSULTANT shall not be liable for any defects or deficiencies, and CLIENT hereby releases CONSULTANT from all damages resulting from said defects or deficiencies. The CONSULTANT shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods,

techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work.

- 3.4 This Agreement may be terminated by either party upon seven (7) days written notice in the event of failure by the other party to perform in accordance with the terms hereof. In the event of termination of this Agreement, the CLIENT shall, within fifteen (15) calendar days of termination, pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the day of termination. In the event of any termination that is not the fault of the CONSULTANT, the CLIENT shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associates overhead costs and all other expenses directly resulting from the termination.
- 3.5 Neither CLIENT nor CONSULTANT may assign, transfer, or sublet any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for the purposes of this Agreement.
- 3.6 The CLIENT acknowledges the risks to the CONSULTANT inherent in undertaking this specific type project and the disparity between the CONSULTANT'S fee and the CONSULTANT'S potential liability for problems or alleged problems with such projects. In consideration of the substantial risks to the CONSULTANT in rendering professional services in connection with this PROJECT, the CLIENT agrees to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, and damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT'S total charges for services rendered on project, whichever is greater. Such claims and causes include, but are not limited to, negligence, professional negligence, strict liability, or breach of contract.
- 3.7 If a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use non-binding mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party. All questions as to the interpretation or enforceability of this Agreement shall be governed in accordance with the laws of Florida. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in Florida.
- 3.8 The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the CONSULTANT, its officers, directors, employees, and sub-consultants (collectively, CONSULTANT) from and against all claims, damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way related to the services performed under this Agreement, except to the extent such claims, damages, liabilities or costs result from CONSULTANT'S sole negligence or willful misconduct.
- 3.9 The CLIENT and the CONSULTANT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, and the CONSULTANT and the CLIENT release each other from any and all such consequential damages. This mutual waiver is applicable, without limitation, to all consequential damages including but not limited to, consequential damages arising out of either party's termination in accordance with Section 3.4.
- 3.10 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity

Mr. Jim Hitt , AICP Community Redevelopment Plan Update

shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder.

- 3.11 The CLIENT and CONSULTANT agree that notices may be sent in writing or by electronic means as outlined in the Uniform Electronic Transaction Act and that electronic signatures are as equally binding as manual signatures.
- 3.12 The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the CONSULTANT and electronic files, the signed or sealed hard-copy (or pdf files of said hard copies) shall govern. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service of the CONSULTANT who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the PROJECT. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of the CONSULTANT. The CLIENT further agrees that CONSULTANT shall have no responsibility or liability to CLIENT or others for any changes made by anyone other than the CONSULTANT or for any reuse of the electronic files without the prior written consent of the CONSULTANT. Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the CLIENT'S unauthorized use or reuse of the electronic files.

### **ARTICLE 4. OWNERSHIP OF DOCUMENTS:**

- 4.1 All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory any other reserved rights, including, without limitation, the copyrights thereto. CONSULTANT will furnish reproducible media upon CLIENT'S request from drawings which were paid for.
- 4.2 CLIENT agrees that all prepared documents which are not paid for will be returned upon CONSULTANT'S demand and will not be used by the CLIENT for any purpose whatsoever.

### **ARTICLE 5. PAYMENT:**

- 5.1 Billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this agreement, CONSULTANT is entitled to recover any and all reasonable attorneys' fees related to the collection from the CLIENT. In addition, CONSULTANT reserves the right to suspend all work in any case where invoices remain unpaid more than sixty (60) days from issue.
- 5.2 CONSULTANT reserves the right to renegotiate contract fees if work is not completed within two years of the original date of this contract.

### **ARTICLE 6. EXTENT OF AGREEMENT:**

6.1 These terms and conditions, along with the proposal, represent the entire Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. The Agreement may be amended only by written instrument signed by CLIENT and CONSULTANT.

# Exhibit B

# SCHEDULE OF HOURLY RATES

# 2016 - 2017

# **Classification**

# **Hourly Rates**

Senior Consultant	\$ 285.00
Principal/Sr. Project Manager/Project Manager/Design Manager	\$ 135.00 to \$285.00
Assistant Project Manager	\$ 115.00 to \$ 155.00
Professional Engineer/Landscape Architect/ Planner	\$ 90.00 to \$ 155.00
Intern Engineer/Landscape Architect/Planner	\$ 90.00 to \$ 120.00
Registered Land Surveyor/Survey Manager	\$ 105.00 to \$ 190.00
Survey Coordinator	\$ 95.00 to \$ 130.00
One Man Survey Crew *	\$ 130.00 to \$150.00
Two Man Survey Crew *	\$ 140.00 to \$185.00
Three Man Survey Crew *	\$ 175.00 to \$220.00
CAD or GIS Technician / Survey Technician	\$ 65.00 to \$ 145.00
Administrative	\$ 55.00 to \$ 115.00

Hourly Rate Schedule is Effective March 27, 2016 through March, 2017

\* Rates vary with personnel and location

# Backup material for agenda item:

2. Approve funding for appraisal and survey - Fifth Street Parking Lot James Hitt



# **CITY OF APOPKA COMMUNITY REDEVELOPMENT AGENCY**



CONSENT AGENDA X PUBLIC HEARING SPECIAL REPORTS **OTHER:** 

MEETING OF: FROM: EXHIBITS: •

December 21, 2016 **Community Development** 

Maps

- Southeastern Surveying •
- Scope of Work

#### DOWNTOWN FIFTH STREET PARKING LOT **SUBJECT:**

#### APPROVE CRA FUNDING FOR THE APPRAISAL OF THE FIFTH STREET **REQUEST: PARKING LOT**

# **SUMMARY:**

The Fifth Street Parking Lot provides about 117 parking spaces in the downtown core of Apopka. There are currently 15 owners that make up the Downtown Customers Parking Association, Inc. (DCPA), of which the City of Apopka holds 5 shares.

This parking lot, due to its downtown location garners a lot of visibility and use, but without proper maintenance and added visual enhancements (consistent landscaping, stripes and access) can be more of a detriment, than an enhancement.

Appraisal: The City has the opportunity renovate the lot, but in order to spend CRA or City funds, we have to own the entire parcel. In order to do that, we must buy out the other 10 shares/owners. In order to do this, the appraisal based on fair market value has to be updated. The last appraisal was completed on March 17, 2015 and is out of date in order to make an offer to the DCPA.

Staff is requesting approval to update the appraisal with Danny L. Dulgar, Inc.

# **FUNDING SOURCE:**

**CRA Redevelopment Trust Fund** 

# **RECOMMENDATION ACTION:**

Authorize funding from the CRA Redevelopment Trust Fund for the following Appraisal of the Fifth Street Parking Lot in the amount of: \$800

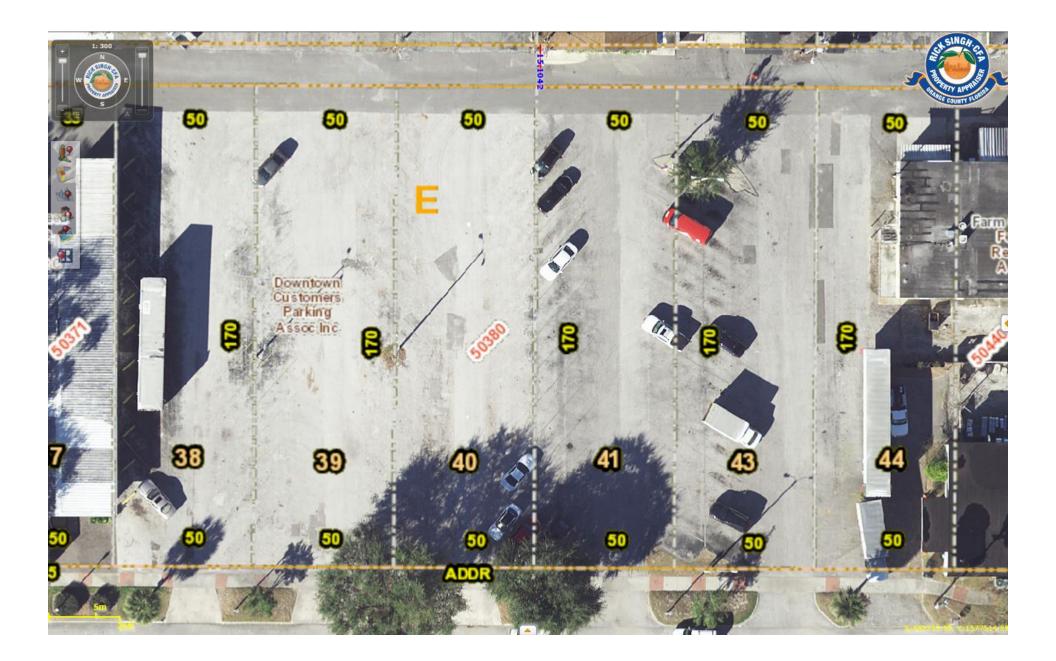
DISTRIBUTION Mayor Kilsheimer Commissioners City Administrator **Community Development Director** 

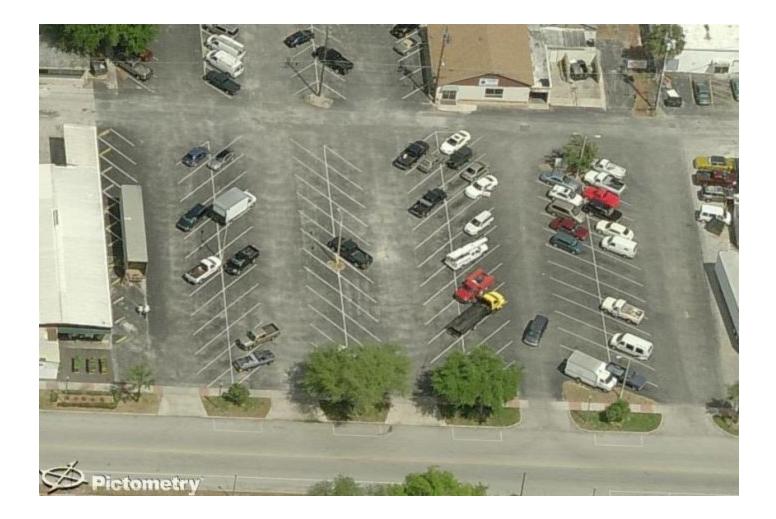
**Finance Director HR** Director IT Director **Police Chief** 

**Public Services Director Recreation Director** City Clerk Fire Chief









\\apk-fs1\users\$\jhitt\Documents\CRA\5th St Parking Lot\Fifth Street Parking Lot -maps2.docx

# Backup material for agenda item:

3. Approve funding for survey services – Portions of Station Street and Fifth Street James Hitt



# CITY OF APOPKA COMMUNITY REDEVELOPMENT AGENCY



X CONSENT AGENDA X PUBLIC HEARING SPECIAL REPORTS OTHER: MEETING OF: De FROM: Co EXHIBITS: •

December 21, 2016 Community Development

- Maps
- Southeastern Surveying
- Scope of Work

# **<u>SUBJECT</u>: STATION STREET REDEVELOPMENT AREA**

# **<u>REQUEST</u>:** APPROVE CRA FUNDING FOR SURVEY SERVICES FOR PORTIONS OF STATION STREET AND FIFTH STREET

# **SUMMARY**:

The Station Street redevelopment area west of Central Avenue has been identified as part of the core area for Apopka's downtown. Portions of Station Street and Fifth Street that are west of Central Ave. have the potential to be vacated to create a 3.5 acre parcel for a downtown redevelopment project.

The project area has the opportunity to provide a true mixed use development that could include an open area for events, parking, commercial and residential (possibly above the new commercial). A possible pavilion for covered events and a farmers market could also be part of the development.

In order to provide the 3.5 acre area, portions of Station Street and Fifth Street laying west of Central Ave. would need to be surveyed for a legal description in preparation to vacate. This does not mean they will be vacated, but does take the City a step closer to planning for the project.

Staff is requesting approval of surveying services from Southeastern Surveying for both of these streets as shown in the attached maps.

# **FUNDING SOURCE:**

CRA Redevelopment Trust Fund

# **RECOMMENDATION ACTION:**

Authorize funding from the CRA Redevelopment Trust Fund for the following:

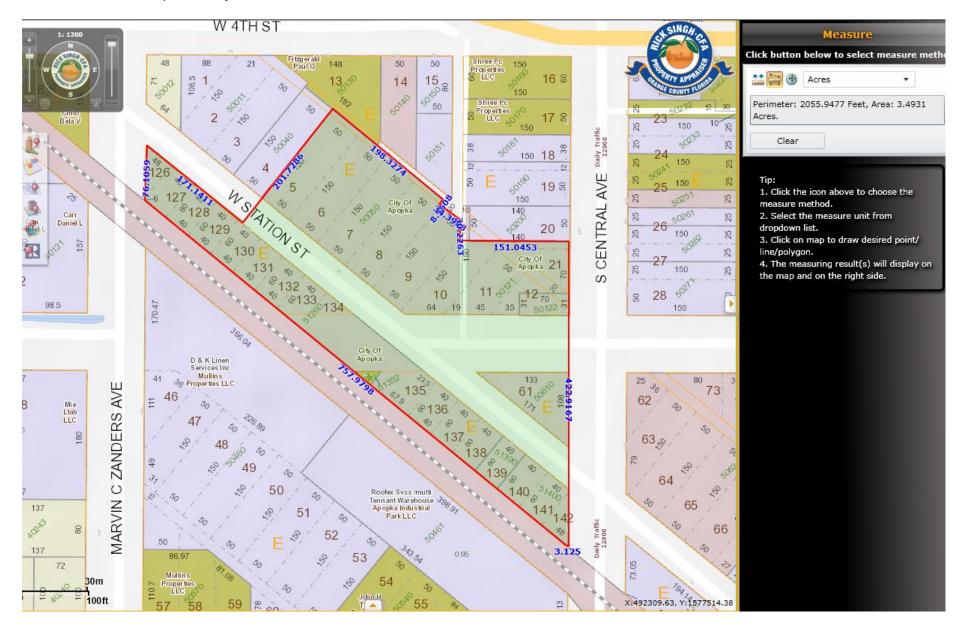
- Legal description/Survey services of Fifth Street in the amount of: \$448
- Legal description/Survey services of Station Street in the amount of: \$448
  - Total request: \$896

## **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







# Station Street Project Area & Station St.-Sixth St. Survey area



Steven L. Anderson, Jr., PSM, PLS Charles M. Arnett, PSM Michael L. Dougherty, PSM James M. Dunn, II, PSM Thomas F. Ferguson, PSM Ronnie A. Figueroa, PSM, GISP Tate B. Flowers, PLS Robert W. Gardner, PSM Brian R. Garvey, PE, GISP Daniel J. Henry, PSM, PLS Matthew G. Jennings, RLS Gary B. Krick, PSM Brad J. Lashley, PSM, PLS Myron F. Lucas, PSM James E. Mazurak, PSM Thomas K. Mead, PSM, PLS Timothy O. Mosby, PSM James L. Petersen, PSM



Southeastern Surveying and Mapping Corporation Serving the Southeast Since 1972 www.southeasternsurveying.com info@southeasternsurveying.com William C. Rowe, PSM Tony G. Syfrett, PSM, PLS John S. Thomas, PSM Edward W. Wackerman, PSM Thomas P. Young, Jr., PSM, GISP Kirk R. Hall, El, GISP Brad A. Stroppel, El, GISP Brian E. Latchaw, GISP Patrick J. Phillips, GISP Donna L. Hendrix, CST IV Frank B. Henry, CST IV Frank B. Henry, CST IV Joseph S. Locklin, CST IV David M. Rentfrow, CST IV Steve D. Smith, CST IV Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

December 13, 2016

Via E-mail: vsimonovski@apopka.net

Mr. Vladimir Simonovski Senior Designer City of Apopka Public Services 748 East Cleveland Street (P.O. Box 1229) Apopka, Florida 32704-1229

# RE: W. Station Street (S. Central Avenue – E. 5<sup>th</sup> Street) – Public "Right-of-Way" Vacation Section 09, Township 21 South, Range 28 East, Orange County, Florida

Dear Mr. Simonovski,

Provide Survey Services in accordance with Chapter 5J-17 F.A.C. to include the following:

- 1. Prepare a description for the vacation of the W. Station Street public "Right-of-Way", between S. Central Avenue and E. 5<sup>th</sup> Street.
- 2. Prepare a sketch of said description.

The final product will be three (3) signed copies for your use.

Our fee for the above referenced work is outlined on the attached fee schedule:

We anticipate completion of the above described work within **two (2) weeks** after receipt of a written notice to proceed. Payment is expected within thirty (30) days from date of invoice.

We look forward to the opportunity to work with you on this project.

Sincerely,

Gary B. Krick, PSM President/Project Manager

GBK:gac

1130 Highway 90 Chipley, FL 32428 6500 All American Blvd Cypress Business Center 119 West Main Street 10 East Lake Street University Corporate Park 8301 Cypress Plaza Drive, Suite 104, Orlando, FL 32810 Tavares, FL 32778 Kissimmee, FL 34744 10770 North 46th Street 407 292 8580 850.638.0790 352 343 4880 407.944.4880 Suite C-300 Jacksonville, FL 32256 407.292.0141 Fax 850.638.8069 Fax 352.343.4914 Fax 407.944.0424 Fax Tampa, FL 904.737.5990 813.898. 32 904.737.5995 Fax 813.898.27

Licenses: PSM: Florida Professional Surveyor & Mapper • PLS: Alabama Professional Land Surveyor • RLS: Georgia Registered Land Surveyor • PE: Professional Enginee Certifications: El: Engineering Intern • GISP: Geographic Information Systems Professional • CST: Certified Survey Technician Page 2 Mr. Vladimir Simonovski W. Station Street (S. Central Avenue – E. 5<sup>th</sup> Street) – Public "Right-of-Way" Vacation December 13, 2016

If the above scope, period of service and method of compensation meets with your approval, please execute below and fax to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.

# ACCEPTED BY:

Principal / or Corporate Officer TITLE

Printed Name

Date



# **FEE QUOTATION PROPOSAL**

Date: Tuesday, December 13, 2016

Project Name: W. Station Street (S. Central Avenue - E. 5th Street) Public "Right-of-Way" Vacation

Contract: City of Apopka

Name of Firm: Southeastern Surveying and Mapping Corporation

ACTIVITY	PROFESSIONAL SURVEYOR		SENIOR TECHNICIAN			CAD TECHNICIAN			TWO MAN CREW			THREE MAN CREW			
	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee
Prepare a Description for ROW	0.5	118.00	59.00	1	88.00	88.00	1	77.00	77.00		118.00	0.00		149.00	0.00
Prepare a Sketch of Description for ROW	0.5	118.00	59.00	1	88.00	88.00	1	77.00	77.00		118.00	0.00		149.00	0.00
		118.00	0.00		88.00	0.00		77.00	0.00		118.00	0.00		149.00	0.00
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#### LUMP SUM FEE BREAKDOWNS

LUMP

Professional Surveyor	\$ 118.00
Senior Technician	\$ 176.00
CAD Technician	\$ 154.00
Two Man Crew	\$ -
Three Man Crew	\$ -
P SUM FEE TOTAL	\$ 448.00

Steven L. Anderson, Jr., PSM, PLS Charles M. Arnett, PSM Michael L. Dougherty, PSM James M. Dunn, II, PSM Thomas F. Ferguson, PSM Ronnie A. Figueroa, PSM, GISP Tate B. Flowers, PLS Robert W. Gardner, PSM Brian R. Garvey, PE, GISP Daniel J. Henry, PSM, PLS Matthew G. Jennings, RLS Gary B. Krick, PSM Brad J. Lashley, PSM, PLS Myron F. Lucas, PSM James E. Mazurak, PSM Thomas K. Mead, PSM, PLS Timothy O. Mosby, PSM James L. Petersen, PSM



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Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

December 13, 2016

Via E-mail: vsimonovski@apopka.net

Mr. Vladimir Simonovski Senior Designer City of Apopka Public Services 748 East Cleveland Street (P.O. Box 1229) Apopka, Florida 32704-1229

# RE: E. 5<sup>th</sup> Street – between S. Central Avenue and W. Station Street – Public Right-of-Way Vacation Section 09, Township 21 South, Range 28 East, Orange County, Florida

Dear Mr. Simonovski,

Provide Survey Services in accordance with Chapter 5J-17 F.A.C. to include the following:

- 1. Prepare a description for the vacation of an E. 5<sup>th</sup> Street public "Right-of-Way", between S. Central Avenue and W. Station Street.
- 2. Prepare a sketch of said description.

The final product will be three (3) signed copies for your use.

Our fee for the above referenced work is outlined on the attached fee schedule:

We anticipate completion of the above described work within **two (2) weeks** after receipt of a written notice to proceed. Payment is expected within thirty (30) days from date of invoice.

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Sincerely,

Gary B. Krick, PSM President/Project Manager

GBK:gac

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If the above scope, period of service and method of compensation meets with your approval, please execute below and fax to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.

# ACCEPTED BY:

/
Principal / or Corporate Officer TITLE Printed Name Date



# **FEE QUOTATION PROPOSAL**

Date: Tuesday, December 13, 2016

Project Name: E. 5th Street (S. Central Avenue - W. Station Street) Public "Right-of-Way" Vacation

Contract: City of Apopka

Name of Firm: Southeastern Surveying and Mapping Corporation

ACTIVITY	PROFESSIONAL SURVEYOR		SENIOR TECHNICIAN			CAD TECHNICIAN			TWO MAN CREW			THREE MAN CREW			
	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee
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		118.00	0.00		88.00	0.00		77.00	0.00		118.00	0.00		149.00	0.00

#### LUMP SUM FEE BREAKDOWNS

LUMP

Professional Surveyor	\$ 118.00
Senior Technician	\$ 176.00
CAD Technician	\$ 154.00
Two Man Crew	\$ -
Three Man Crew	\$ -
P SUM FEE TOTAL	\$ 448.00

# Backup material for agenda item:

4. Approve funding for Topographic Survey Services – Portions of Sixth Street & Station Street James Hitt



# **CITY OF APOPKA COMMUNITY REDEVELOPMENT AGENCY**



CONSENT AGENDA X PUBLIC HEARING SPECIAL REPORTS OTHER:

#### MEETING OF: December 21, 2016 FROM: **Community Development EXHIBITS**: Maps •

- Southeastern Surveying •
- Scope of Work

#### **SUBJECT: TOPOGRAPHIC SURVEY OF SIXTH STREET & STATION STREET FOR THE PROMANADE BETWEEN THE CITY CENTER & THE STATION STREET REDEVELOPMENT AREA**

#### APPROVE CRA FUNDING FOR TOPOGRAPHIC SURVEY SERVICES FOR **REQUEST: PORTIONS OF SIXTH STREET & STATION STREET**

# **SUMMARY:**

The Sixth Street corridor between the Station Street Redevelopment Project area and the City Center has been identified for redevelopment as a promenade to provide connectivity between the two areas in Apopka's downtown. This E. Sixth Street and E. Station Street link is vital for the Station Street redevelopment area which is west of Central Avenue, and has been identified in the adopted CRA Redevelopment Plan as part of the core area for Apopka's downtown.

The right-of-way of E. Sixth Street just east of Park Ave. to U.S. 441 has already been surveyed. The missing link that still needs to be surveyed is from Central Ave. running southeast on E. Station St. to E. Sixth St., and to that point where the previous E. Sixth St. survey stopped.

This new survey, along with the previous survey, will help with planning the promenade. The promenade will be planned for slightly reduced travel lanes, a 5-foot sidewalk on the south side, and a multi-modal path on the north side of about 12 feet. The street may be able to meander a bit to provide a more pleasant connection within the downtown, rather than a speed path through the downtown and neighborhood. Slowing traffic can enhance the experience people have to either drive, walk or even rollerblade.

The promenade also connects to the West Orange Trail which will allow those people a greater opportunity to explore Apopka's downtown from Station Street to the City Center.

Staff is requesting approval of surveying services from Southeastern Surveying for both of these streets as shown in the attached map.

# **FUNDING SOURCE:**

**CRA** Redevelopment Trust Fund

# **RECOMMENDATION ACTION:**

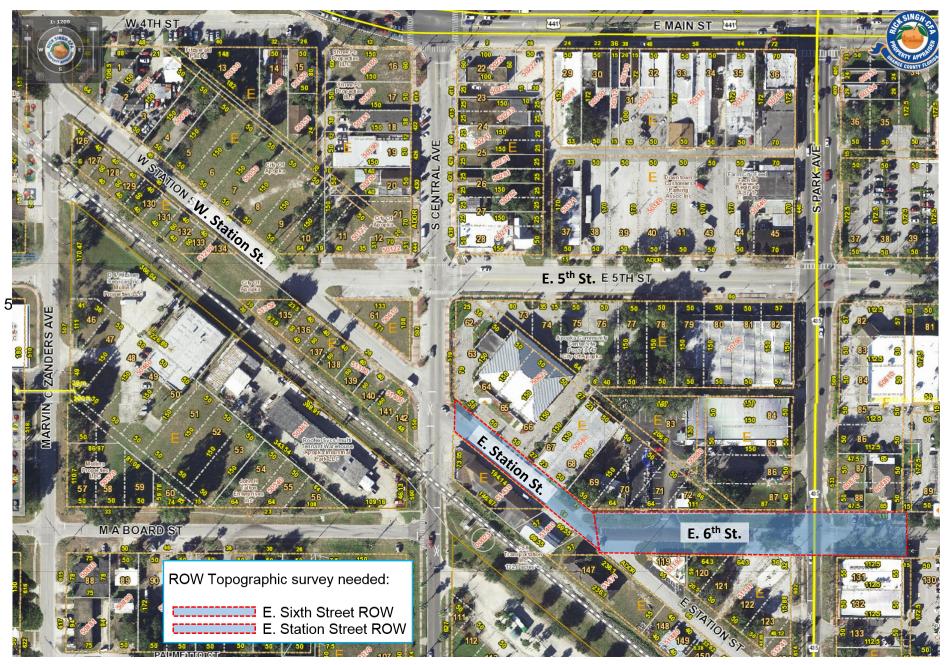
Authorize funding from the CRA Redevelopment Trust Fund for the following:

> Topographic Survey services for portions of E. Station St. and E. Sixth St., in the amount of \$ 6,076.50

# 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



Steven L. Anderson, Jr., PSM, PLS Charles M. Arnett, PSM Michael L. Dougherty, PSM James M. Dunn, II, PSM Thomas F. Ferguson, PSM Ronnie A. Figueroa, PSM, GISP Tate B. Flowers, PLS Robert W. Gardner, PSM Brian R. Garvey, PE, GISP Daniel J. Henry, PSM, PLS Matthew G. Jennings, RLS Gary B. Krick, PSM Brad J. Lashley, PSM, PLS Myron F. Lucas, PSM James E. Mazurak, PSM Thomas K. Mead, PSM, PLS Timothy O. Mosby, PSM James L. Petersen, PSM



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Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

December 13, 2016

Via E-mail: vsimonovski@apopka.net

Mr. Vladimir Simonovski Senior Designer City of Apopka Public Services 748 East Cleveland Street (P.O. Box 1229) Apopka, Florida 32704-1229

# RE: E. 6<sup>th</sup> Street, between S. Park Avenue and E. Station Street; and E. Station Street, between E. 6<sup>th</sup> Street and S. Central Avenue Approximately 1,100 LF + approximately 300 LF on 3 side streets Sections 09, 10, Township 21 South, Range 28 East, Orange County, Florida

Dear Mr. Simonovski,

Provide a Topographic Survey in accordance with Chapter 5J-17 F.A.C. to include the following:

## 1. Plan View

- Establish the apparent "right-of-way" and adjacent properties
- Establish the apparent centerline of a project/roadway
- Establish and label stations along the apparent project/roadway centerline
- Obtain spot elevations of existing centerline of pavement at 50 feet intervals
- Obtain spot elevations of existing edge of pavement at 50 foot intervals
- Obtain spot elevations of existing sidewalk, ditches, swales, and back of curb at 50 foot intervals
- Obtain spot elevations of designated "right-of-way" at 50 foot intervals
- Obtain spot elevations of miscellaneous structures within the project limits
- Interpolate contour data at one (1) foot elevations
- Obtain the size and location of all existing trees with 6-inch diameter or greater
- Obtain the size and location of all existing storm water structures within the "right-of-way"
- Obtain the size and location of all other existing utilities within the "right-of-way"
- Survey data will extend 50 feet in each direction beyond the intersection of any two public roads (i.e., E. 6<sup>th</sup> Street and S. Park Avenue; E. 6<sup>th</sup> Street and E. Station Street; and E. Station Street and S. Central Avenue). The 50 foot lengths will be measured from the corners of the established "right-of-way".

6500 All American Blvd Orlando, FL 32810 407.292.8580 407.292.0141 Fax	1130 Highway 90 Chipley, FL 32428 850.638.0790 850.638.8069 Fax	Cypress Business Center 8301 Cypress Plaza Drive, Suite 104, Jacksonville, FL 32256 904.737.5990	119 West Main Street Tavares, FL 32778 352.343.4880 352.343.4914 Fax	10 East Lake Street Kissimmee, FL 34744 407.944.4880 407.944.0424 Fax	University Corporate Park 10770 North 46 <sup>th</sup> Street Suite C-300 Tampa, FL 813.898.
		904.737.5995 Fax			813.898.27

Licenses: PSM: Florida Professional Surveyor & Mapper • PLS: Alabama Professional Land Surveyor • RLS: Georgia Registered Land Surveyor • PE: Professional Engineer Certifications: EI: Engineering Intern • GISP: Geographic Information Systems Professional • CST: Certified Survey Technician Page 2 Mr. Vladimir Simonovski E. 6<sup>th</sup> Street, between S. Park Avenue and E. Station Street; and E. Station Street, between E. 6<sup>th</sup> Street and S. Central Avenue December 13, 2016

### 2. Plan and Profile View

- Horizontal Scale will be 1:1 (Plan View Scale will be 1" = 20');
- Vertical Scale will be 1:4 (Plan View Scale will be 1" = 5');
- Spot elevations of existing centerline of pavement at 50 foot intervals.

## 3. Digital Files

- Survey data/drawing will be saved on a compact disc in Autodesk Civil3D (Release 2013 as minimum);
- Survey data/drawing will include all files necessary for Autodesk Civil 3D to perform properly (point's data, surface, alignment, etc.).

### It is our understanding that cross-section sheets *will not* be a part of the deliverables for this project.

The final product will be three (3) signed and sealed Topographic Survey Plans and a digital format of same for your use.

A draft copy will be sent to each utility owner. A copy of the Sunshine 811 response will be provided to the City and utility owners in the project area report will be provided as a part of the final deliverables.

Our fee for the above referenced work is outlined on the attached fee schedule:

We anticipate completion of the above described work within **five (5) weeks** after receipt of a written notice to proceed. Payment is expected within thirty (30) days from date of invoice.

We look forward to the opportunity to work with you on this project.

Sincerely,

B. Kiel

Gary B. Krick, PSM President/Project Manager

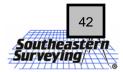
GBK:gac

If the above scope, period of service and method of compensation meets with your approval, please execute below and fax to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.

## **ACCEPTED BY:**

Principal / or Corporate Officer

TITLE



# **FEE QUOTATION PROPOSAL**

Date: Tuesday, December 13, 2016

Project Name: E. 6th Street (S. Park Ave - E. Station St) and E. Station Street (E. 6th St - S. Central Ave) - Topographic Survey

Contract: City of Apopka

Name of Firm: Southeastern Surveying and Mapping Corporation

ACTIVITY	PROFESSIONAL SURVEYOR		SENIOR TECHNICIAN			CAD TECHNICIAN			TWO MAN CREW			THREE MAN CREW			
	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee
Horizontal Control	0.25	118.00	29.50	0.5	88.00	44.00	1	77.00	77.00	2	118.00	236.00		149.00	0.00
Vertical Control	0.25	118.00	29.50	0.5	88.00	44.00	1	77.00	77.00	2	118.00	236.00		149.00	0.00
Topographic Survey	3	118.00	354.00	6	88.00	528.00	16	77.00	1232.00	16	118.00	#####		149.00	0.00
Apparent R/W	1	118.00	118.00	2	88.00	176.00	2	77.00	154.00	4	118.00	472.00		149.00	0.00
Profile View	0.25	118.00	29.50	0.5	88.00	44.00	4	77.00	308.00		118.00	0.00		149.00	0.00
		118.00	0.00		88.00	0.00		77.00	0.00		118.00	0.00		149.00	0.00
		118.00	0.00		88.00	0.00		77.00	0.00		118.00	0.00		149.00	0.00
		118.00	0.00		88.00	0.00		77.00	0.00		118.00	0.00		149.00	0.00
		118.00	0.00		88.00	0.00		77.00	0.00		118.00	0.00		149.00	0.00
		118.00	0.00		88.00	0.00		77.00	0.00		118.00	0.00		149.00	0.00
		118.00	0.00		88.00	0.00		77.00	0.00		118.00	0.00		149.00	0.00

#### LUMP SUM FEE BREAKDOWNS

Professional Surveyor	\$ 560.500
Senior Technician	\$ 836.000
CAD Technician	\$ 1,848.000
Two Man Crew	\$ 2,832.000
Three Man Crew	\$ -
LUMP SUM FEE TOTAL	\$ 6,076.50