

APOPKA CITY COUNCIL AGENDA
October 18, 2017 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 Waldemar Serrano of Remnant Christian Center.

PLEDGE

APPROVAL OF MINUTES:

1. City Council special meeting September 27, 2017.
2. City Council regular meeting October 4, 2017.

AGENDA REVIEW:

Proclamations:

1. Week of the Family Proclamation presented to Week of the Family Foundation

Mayor Kilsheimer

Presentations:

1. Presentation on Apopka Property Values by Property Appraiser Rick Singh.

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

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 renewal of Inmate Contract W1084 for the use of Inmate Squad III.
2. Approval of two voting precincts for the General Election March 13, 2018.

BUSINESS (Action Item)

1. Approval of blanket purchase orders for the Public Services Department.
2. Approval of a proposal to perform rehabilitation and repairs of Lift Station #9 Wet Well.
3. Approval of a Management Assessment/Audit of the meter reading & customer service operations.
4. Approval of a property bid offer for the SE corner of N. Park Ave. and E. Sandpiper Road.
5. Approval of the Johns Road Maintenance Map.

Jay Davoll
Kevin Burgess
Kevin Burgess
James Hitt
Richard Earp

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 2603 – Second Reading - Annexation - Legislative
Project: Irmalee Lane Right-of-Way, located north of McCormick Road and east of State Road 429.
2. Ordinance No. 2602 – First Reading – Corrective Ordinance – Kelly Park Crossing DRI-DO - Quasi-Judicial
Project: Kelly Park Crossing Development of Regional Impact Development Order.
3. Resolution 2017-24 - Opposing consideration of a second Wekiva Parkway Interchange.

David Moon

James Hitt

Mayor Kilsheimer

CITY COUNCIL REPORTS

MAYOR'S REPORT

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
October 23, 2017	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden
October 27, 2017	6:00pm – 9:00pm	Steak Competition – Northwest Recreation Complex
October 28, 2017	11:00am – 4:00pm	The Florida BBQ Association Competition – Northwest Recreation Complex
October 28, 2017	12:00pm – 5:00pm	Spirit of Florida Gospel Festival ~ Faith Family & the Future of Florida – Northwest Recreation Complex
October 28, 2017	5:00pm – 9:00pm	Hometown Halloween in the Park – Kit Land Nelson Park
November 1, 2017	1:30pm –	City Council Meeting
November 2, 2017	5:30pm – 9:00pm	Food Truck Round-Up
November 2, 2017	6:30pm – 8:30pm	Legal Matters Forum presented by the Orange County Clerk of Courts, Tiffany Moore Russell - Apopka Community Center
November 3, 2017	9:00am –	Mayor Land Statue Unveiling – City Hall
November 10, 2017	-	Observance of Veterans Day – City Offices Closed
November 12, 2017	7:00am – 9:00am	Apopka First Responders 5K Race – Northwest Recreation Complex
November 13, 2017	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
November 14, 2017	5:30pm –	Planning Commission Meeting
November 15, 2017	7:00pm –	Council Meeting
November 16, 2017	1:30pm –	Pension Board Meeting
November 21, 2017	6:00pm –	Code Enforcement Hearing
November 24, 2017	-	Thanksgiving Holiday – City Offices Closed
November 25, 2017	-	Thanksgiving Holiday – City Offices Closed
November 27, 2017	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 special meeting September 27, 2017.

CITY OF APOPKA

Minutes of a special City Council meeting held on September 27, 2017, at 5:01 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Kyle Becker
Commissioner Doug Bankson
Glenn Irby, City Administrator

PRESS PRESENT: John Peery - The Apopka Chief

INVOCATION: The invocation as given by Reverend Laura Viau of First Presbyterian Church.

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

SET FINAL MILLAGE & BUDGET FOR FISCAL YEAR 2016-2017

1. **Resolution No. 2017-16 - Setting the millage levy for the Fiscal Year 2017-2018 at 3.7876.** The City Clerk read the title as follows:

RESOLUTION NO. 2017-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, SETTING THE MILLAGE LEVY FOR FISCAL YEAR 2017-2018.

Mayor Kilsheimer said the City of Apopka City Council convenes this Public Hearing on the City of Apopka's Fiscal Year 2017-2018 Final Millage rates and Final Budget as required by Florida Statutes, Chapters 129 and 200.

Mayor Kilsheimer said Florida Statutes, Chapter 200 requires that a Final Public Hearing on the budget be preceded by a two to five day notice of that hearing. Florida Statutes, Chapter 129 requires that we advertise a summary of the final budget. He asked the clerk if there was proof of publication that such notices have been given.

City Clerk Goff said pursuant to these requirements, a summary of the final City Budget was provided for public review by means of advertisement in the Orlando Sentinel on Sunday, September 24, 2017.

Mayor Kilsheimer said Resolution 2017-16 is setting the millage levy for the fiscal year 2017-18 at 3.7876 mills.

Mayor Kilsheimer opened the meeting to a public hearing, inviting citizens to comment on the Fiscal Year 2017-18 millage rate. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Becker, and seconded by Commissioner Velazquez, to adopt Resolution No. 2017-16, establishing Fiscal Year 2017-18 final millage rate at 3.7876 mills, which represents an increase of 7.42% from the rolled back rate of 3.5260 mills.

Commissioner Bankson said they know his concerns and objections and he will let those stand. He stated this is an increase and he did not see it being the long term solve.

Motion carried by a 4-1 roll call vote with Mayor Kilsheimer, and Commissioners Dean, Velazquez and Becker voting aye, and Commissioner Bankson voting nay.

Mayor Kilsheimer announced the City of Apopka has determined that a final millage rate of 3.7876 mills is necessary to fund the final budget. The final millage rate represents an increase of 7.42% from the rolled back rate of 3.5260 mills.

- 2. Resolution No. 2017-17 - Adopt the annual budget for Fiscal Year 2017-2018.** The City Clerk read the title as follows:

RESOLUTION NO. 2017-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, ADOPTING THE ANNUAL BUDGET FOR THE GENERAL FUND, SPECIAL REVENUE FUNDS, AND ENTERPRISE FUNDS FOR FISCAL YEAR 2017-2018.

Mayor Kilsheimer said the Fiscal Year 2017-2018 proposed budget for all funds is balanced at \$124,672,709. It is balanced at an operating millage rate of 3.7876, which is 7.42% above the rolled back rate of 3.5260.

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

Commissioner Bankson said he spent several hours today talking with Bob Ensor with the Florida League of Cities (FLC) discussing matters he was concerned about, including the reserve rate. He said the City was still in a safe zone, stating the GFOA only gives a two month basis to establish from and build upon. He stated he was looking at common trends that lead to sustainability and Mr. Ensor confirmed the three main indicators to be concerned about were taxes going up, borrowing increasing, and reserves going down. He said that he was not against utilizing our reserves for needs, but the City has no plan to put them back

and this is his concern He said there were certain principals that are good, sound, and healthy, and this is what he advocates and asks Council to work together to consider this for the residents.

Commissioner Velazquez inquired if Commissioner Bankson showed Mr. Ensor previous budgets for comparison to show where they started, to which Commissioner Bankson said they discussed this budget and he discussed where the City had been, trying to give Mr. Ensor as much information as he could during the conversation.

Commissioner Velazquez said we have to provide services to our community and by voting no to the budget it was not supportive of the community and staff.

Commissioner Bankson said his objection was that the present path the City was on was not sustainable, and there were no policies to replenish the reserve funds.

Commissioner Becker said he can totally respect Commissioner Bankson's comments, but for him it is all about the math. He asked Commissioner Bankson if by voting no on the millage rate was it his idea to roll the millage back, stating we would be further in the hole in terms of the general fund revenue. Commissioner Becker said he supports the idea of having a healthy reserve balance, but what actual steps do we have to take to get there. He stated during the budget workshops they did not have conversations enough to where cutting back the necessities supported the idea of working toward the 25% number.

Commissioner Bankson said he was seeing a number of trends that concern him and felt this needs to be factored in to the thinking process of our budgeting. He reiterated he could not support the budget if these factors were not included.

MOTION by Commissioner Becker, and seconded by Commissioner Velazquez, to adopt Resolution No. 2017-17 adopting revenues, expenditures, and fund balances for the City's Fiscal Year Budget commencing on October 1, 2017, and ending on September 30, 2018. Motion carried by a 4-1 roll call vote with Mayor Kilsheimer, and Commissioners Dean, Velazquez and Becker voting aye and Commissioner Bankson voting nay.

Mayor Kilsheimer announced the City of Apopka has adopted Resolution No. 2017-17, which adopts revenues, expenditures, and fund balances for the City's Fiscal Year Budget commencing on October 1, 2017 and ending September 30, 2018.

Mayor Kilsheimer said this concludes the Public Hearing on the City of Apopka's Fiscal Year 2017-2018 Final Millage rates and Final Budget as required by Florida Statutes, Chapters 129 and 200.

ADJOURNMENT – There being no further business the meeting adjourned at 6:00 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Backup material for agenda item:

2. City Council regular meeting October 4, 2017.

CITY OF APOPKA

Minutes of the City Council regular meeting held on October 4, 2017, 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: Teresa Sargeant - The Apopka Chief
Reggie Connell, The Apopka Voice

INVOCATION: Mayor Kilsheimer introduced Pastor Ben Bankson of Victory Church, who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Kilsheimer said on October 2, 1967, that Thurgood Marshall was sworn in as the first African American Justice of the United States Supreme Court. Before his appointment, Thurgood Marshall served as the NAACP's Chief Counsel from 1938 to 1961, during which time he played a pivotal role in registering African American voters throughout the south and in Central Florida. As NAACP's Special Counsel, Marshall served as lead counsel for the defendants in the notorious *Groveland Four* case. Marshall also successfully argued the *Brown v. Topeka Board of Education* case in 1954, which ended segregation in public education. This victory gave strength to the Civil Rights Movement, eventually leading to the desegregation of public facilities and accommodations. He asked everyone to remember those men and women who, like Thurgood Marshall, dedicated their lives to our Civil Rights Movement he led in the Pledge of Allegiance.

APPROVAL OF MINUTES:

- 1. City Council workshop meeting July 20, 2017.**
- 2. City Council special meeting August 22, 2017.**
- 3. City Council regular meeting September 6, 2017.**
- 4. City Council special meeting September 13, 2017.**
- 5. City Council regular meeting September 20, 2017.**

MOTION by Commissioner Becker, and seconded by Commissioner Velazquez to approve City Council minutes of July 20, 2017, August 22, 2017, September 6, 2017, September 13, 2017, and September 20, 2017 as presented. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

AGENDA REVIEW

Proclamations:

1. Mayor Kilsheimer read a proclamation recognizing and claiming October 24, 2017 as World Polio Day in the City of Apopka, and presented it to the Rotary Club of Apopka.

Christine Horvay, President of the Apopka Rotary Club, thanked the City of Apopka and Council for being involved in this, and asked they all join them in lighting up Apopka for World Polio Day.

Employee Recognition:

- Fifteen Year Service Award – Steven “Steve” Harmon – Police/Field Services. The Commissioners joined Mayor Kilsheimer in congratulating Steve for his years of service.
- Twenty Year Service Award – Carol McMaster – Police/Support Services. The Commissioners joined Mayor Kilsheimer in congratulating Carol for her years of service.
- Twenty-five Year Service Award – Stephan “Steve” Brick – Police/Support Services. Steve was not present and will be presented his award at another time.

Presentations:

1. Announcement of newly sworn in police officers.
Mayor Kilsheimer said it was his pleasure to introduced three newly sworn in police officers with the City of Apopka. He introduced the following new officers:
 - Officer Tavhani Quarterman
 - Officer Tyler Bauer
 - Officer Christopher Padilla
2. Standing Ovation Award for Erin VanNorstrand with Dispatch.
Mayor Kilsheimer recognized Erin VanNorstrand receiving the Standing Ovation Award. Erin received a 9-1-1 call from a mother requesting medical assistance for her child behaving oddly. Erin used her training and knowledge to question the mother to find they had no power in the house and determine the child was showing signs of carbon monoxide poisoning. Her quick thinking and action saved not only the child, but the rest of the family and the first responders responding to the scene.
3. Presentation on the Orange County Clerk of Courts Self Help Center launch.
Tiffany Moore Russell, Orange County Clerk of Courts, reviewed a video explaining their Self Help Center. She reviewed the services they offer to include marriage licenses, court filings, passports, traffic ticket payments, trial evidence, and dissolution of marriage just to name a few. The Clerk of Courts are the gateway to the courts and their duties are crucial to our justice system. There is an office in Apopka and on October 17, 2017, they will be launching the Apopka Self Help Center. This will provide legal assistance in Northwest Orange County for self-represented citizens who do not have an attorney. Ms. Russell said interested parties can go to their website at www.myorangeclerk.com/self-help to obtain more information.
4. West Orange Aviation Authority request for funding.
Jeff Welch, Chairman of West Orange Aviation Authority, said he was first appointed by Governor Crist, and reappointed by Governor Scott. He stated they are an Authority that does not have an airport, advising they were appointed by the State Legislature several decades ago. He said to provide some history, there was talk at one time about potentially not having Orlando Executive Airport anymore due to issues with the flight plan, which is no longer an issue. He stated approximately eight years ago the Legislature defined our overlay district which is the North Shore of Lake Apopka. This area includes several existing airports: Orlando Apopka Airport, Bob White Airport, and Loomis and Long Airport, all being privately owned. He said

the previous administration had hoped making an investment in general aviation would be beneficial, making an investment in the Orlando Apopka Airport by purchasing the FBO building with the hope to develop this area as an industrial park. He advised a feasibility study was done in 2000 and another one in 2008. He stated he is working with District 5 of the FDOT Aviation side and they are at a point where they feel to develop industrial would drive the demand for general aviation. He advised the WOAA has bonding capability, and condemnation ability, stating it is a great organization for the future. He said it took a lot to have WOAA formed and he did not want to see it go away during his administration. He stated expenses have been kept very low and advised they were running out of their funding. Funding is supposed to come from Orange County, State of Florida, City of Apopka, City of Ocoee, and City of Winter Garden. He said when the overlay district moved more into the Apopka area, both Ocoee and Winter Garden lost interest in this, and did not look at the big picture of this entire multi-model area. He declared it is time where he needs to go to all of the partners of the West Orange Aviation Authority and ask for some limited funding to keep the Authority alive and potentially do some studies for economic opportunity for this area. He said he was not here today to ask for money, but to provide information about WOAA. He stated he would like to meet with Mr. Irby and Mr. Hitt to discuss advantages they could offer the City of Apopka for future economic growth and discuss the potential of some funding from next year's budget.

PUBLIC COMMENT/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Public Comment: There was no public comment.

CONSENT (Action Item)

1. Approve Alcohol Sales & Service for a BBQ event at the Northwest Recreation Complex.
2. Approve Alcohol Sales & Service for a fundraising and Police and Fire competition at the Northwest Recreation Complex.

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

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS (Action Item)

1. **Ordinance No. 2594 – Second Reading – Annexation – Project: Curtis & Karen Pumphrey – Location: 251 W Lester Road. The City Clerk read the title as follows:**

ORDINANCE NO. 2594

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 CURTIS AND KAREN PUMPHREY, LOCATED AT 251 WEST LESTER ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

David Moon, Planning Manager, advised this and the next ordinance were presented on September 6, 2017 under First Reading, and the applicant requested to postpone the Second

Reading at the September 20, 2017 meeting to October 4, 2017.

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 adopt Ordinance No. 2594. Motion carried unanimously with Mayor Kilsheimer, and Commissioner Dean, Velazquez, Becker, and Bankson voting aye.

- 2. Ordinance No. 2595 – Second Reading – Annexation – Project: A.D. Raulerson Sr. & A.D. Raulerson Jr. – Location: 213 W. Lester Road & 2122 Rock Springs Road. The City Clerk read the title as follows:**

ORDINANCE NO. 2595

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY A.D. RAULERSON AND A.D. RAULERSON, JR., LOCATED AT 213 WEST LESTER ROAD AND 2122 ROCK SPRINGS 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 Dean, and seconded by Commissioner Bankson, to adopt Ordinance No. 2595. Motion carried unanimously with Mayor Kilsheimer, and Commissioner Dean, Velazquez, Becker, and Bankson voting aye.

- 3. Ordinance No. 2603 – First Reading – Annexation – Project: Irmalee Lane Right-of-Way, located north of McCormick Road and east of State Road 429. The City Clerk read the title as follows:**

ORDINANCE NO. 2603

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 PUBLIC RIGHT-OF-WAY KNOWN AS IRMALEE LANE SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, LOCATED GENERALLY EAST OF STATE ROAD 429 AND NORTH OF MCCORMICK ROAD AND COMPRISED OF APPROXIMATELY 6.5 ACRES; OWNED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

David Moon gave a brief lead-in explaining this was related to the development application for PUD zoning on a project called Oak Point. He advised that during the review of a PUD rezoning application it was discovered a public roadway through the center of the project known as Irmalee Lane was under the ownership of the Orange County Board of County Commissioners. The road was not included in the legal descriptions of the properties comprising Oak Point. At this time the City of Apopka is initiating the annexation of a county road to bring it into the City of Apopka's jurisdiction. He advised upon annexation the City of Apopka will own the roadway and have complete control of both the ownership and maintenance/operation responsibilities for the roadway.

In response to who would be responsible to remove the cattle guard if it remains once the City takes this over, Mr. Irby advised the City would be responsible.

Mr. Moon advised staff will be coordinating with the property owner and the applicant of Oak Point to address the issue with the gate and cattle guard.

City Attorney Shepard advised the key to this was that it could not be a gated public road.

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Dean, to approve Ordinance No. 2603 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioner Dean, Velazquez, Becker, and Bankson voting aye.

- 4. Resolution No. 2017-19– Amending the budget for FY October 1, 2016 – September 30, 2017.** The City Clerk read the title as follows:

RESOLUTION NO. 2017-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, PROVIDING FOR A BUDGET AMENDMENT.

Pam Barclay, Director of Finance, said this was a resolution to amend last fiscal year budget. She advised this was the second budget amendment to include carry forward appropriations, funding from reserves that were previously approved by Council, and grant funds that were awarded through the year as well as contributions received from the State for Fire and Police Pensions.

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 Velazquez, to approve Resolution No. 2017-19. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, Becker, and Bankson voting aye.

CITY COUNCIL REPORTS.

Commissioner Dean thanked Mr. Irby and Mr. Hitt for working diligently with Mr. Love in making the Gospel Fest a reality by finding a venue to hold this.

Commissioner Bankson said there is a ministry that has a cargo plane they are able to get into the much needed area of Puerto Rico. He said Victory Church's Spanish ministry has joined with them and the Chamber of Commerce is a drop off place through Thursday, October 5, 2017, 10:00 a.m.

Commissioner Bankson said with the debris removal, is there a possibility of self-removal and having credit through the utility bill, which would open funding rather than having it come from the general fund. Mr. Irby advised he could look into this and stated drop off locations were posted in an update recently.

In response to Commissioner Velazquez regarding how to get something done about a sinkhole in Rock Springs Ridge on property owned by the golf course, Mr. Irby suggested they contact Code Enforcement.

MAYOR'S REPORT

Mayor Kilsheimer said storm debris is the biggest topic on the minds of our residents, and he advised this morning we began collecting with three outside trucks and three city trucks picking up debris. The combined capacity of these trucks was approximately 2,500 cubic yards per day. He declared when this process began right after the storm there was an estimated 250,000 cubic yards of storm debris. He reported two additional trucks were scheduled to arrive in Apopka this afternoon and once they are FEMA-certified they will be placed in service. The contractor is also fabricating two new trucks in Missouri and these trucks will arrive later this week. He said with this the pace will be accelerated to pick up storm debris in the coming days. They are utilizing temporary debris sites in order to be close to the pickup areas and minimize time the trucks are away from the pickup areas.

Commissioner Bankson said he thought we were allowed to use someone based on an emergency basis and beyond that for the longer term we had to put this out to bid. He stated there were three local companies that do this type of work.

Mayor Kilsheimer said all of the guidance we have received is that you need to use people who are certified and accustomed to the requirements of FEMA in order to receive reimbursement. He stated the company the City contracted with CrowderGulf, a national company and very experienced in working with FEMA. He advised subcontractors would work through CrowderGulf.

City Attorney Shepard said he understood the City obtained three bids and chose from those. He said what Commissioner Bankson is referring to is if we hand pick a contractor based on that emergency, and he was right it is only for the exigent period.

Commissioner Bankson inquired if these local companies could operate as subcontractors.

Mayor Kilsheimer advised they could work through CrowderGulf., if they were willing to work for CrowderGulf's prices.

Commissioner Dean inquired if the appropriations request forms received from the lobbyist should be turned in to Mr. Irby. Mr. Irby responded in the affirmative.

NOT REQUIRING ACTION:

1. Appreciation email for Fire Chief Carnesale.
2. Thank you letter from Jack and Jill Cooper regarding Oaks at Wekiwa subdivision
3. Thank you letter from Hop Community Center.

ADJOURNMENT – There being no further business the meeting adjourned at 2:45 p.m.

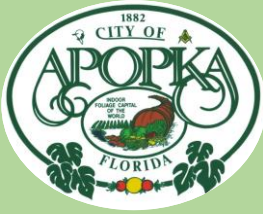
ATTEST;

Joseph E. Kilsheimer, Mayor

Linda F. Goff, City Clerk

Backup material for agenda item:

1. Approve the renewal of Inmate Contract W1084 for the use of Inmate Squad III.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 18, 2017
 FROM: Public Services
 EXHIBITS: Amendment 1

SUBJECT: INMATE WORK SQUAD CONTRACT III-#WS1084

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

SUMMARY:

On October 5, 2016, the City Council approved Inmate Work Squad Contract III, #WS1084, for one-year with the potential for a one-year extension. The contract will expire December 21, 2017. The attached contract amendment will provide a one-year extension to expire on December 21, 2018. The cost will remain the same at \$57,497.

FUNDING SOURCE:

Fund 101 – FY 2018 Inmate Division Budget.

RECOMMENDATION ACTION:

Authorize the City Administrator to sign contract #WS1084 with the Department of Corrections for an inmate work squad.

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

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF APOPKA

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and the City of Apopka (“Agency”), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for one (1) year pursuant to Section **I.**, B., Contract Renewal; and revises the end date of the Contract referenced in Section **I.**, A., Contract Term. The Department is exercising its renewal option for the final renewal period; and
- Replaces **Addendum A** with **Revised Addendum A**, effective December 22, 2017 pursuant to Section **III.**, A., Payment to the Department, 5.

Original contract period: December 22, 2016 through December 21, 2017.

In accordance with Section **V.**, **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section **I.**, Contract Term, A, is hereby revised to read:

A. Contract Term

This Contract began December 22, 2016 and shall end at midnight on December 21, 2018.

This Contract is in its final renewal period.

2. Section **III.**, A., Payment to the Department, 5., the rate of compensation is amended to reflect the rates indicated in **Revised Addendum A**. **Addendum A** is hereby replaced with **Revised Addendum A** effective December 24, 2017.

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All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF APOPKA

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED
BY: _____
NAME: Kasey B. Faulk
TITLE: Chief, Bureau of Procurement
DATE: _____

SIGNED
BY: _____
NAME: Kenneth S. Steely
TITLE: General Counsel
DATE: _____

Backup material for agenda item:

2. Approval of two voting precincts for the General Election March 13, 2018.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 18, 2017
 FROM: City Clerk
 EXHIBITS:

SUBJECT: CITY OF APOPKA GENERAL ELECTION – MARCH 13, 2018

REQUEST: THE CLERK’S OFFICE BUDGETED FOR TWO PRECINCTS FOR THE MARCH 13, 2018 GENERAL ELECTION. THIS WAS APPROVED IN THE FY 2017/2018 BUDGET. REQUEST DIRECTION FROM COUNCIL TO MOVE FORWARD WITH TWO VOTING PRECINCTS.

SUMMARY:

The City Clerk’s office has had multiple complaints in the past that there is only one polling place in the City General Elections. The FY 2017/2018 Budget had funding approved for two voting precincts during the March 13, 2018 General Election. The two precincts will be the Apopka Community Center and Northwest Recreation Conference Room. Electors will receive an informational voter card with their precinct listed.

Early Voting will remain at the Orange County Supervisor of Elections. As always, electors will have the option of requesting an absentee ballot through the Orange County Supervisor of Elections.

FUNDING SOURCE:

Approved in the FY 2017/2018 Budget.

RECOMMENDATION ACTION:

Approve two voting precincts for the Apopka General Election on March 13, 2018.

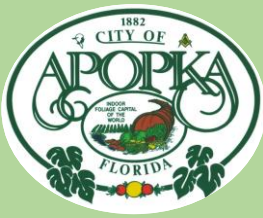
DISTRIBUTION

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:

1. Approval of blanket purchase orders for the Public Services Department.

Jay Davoll



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 18, 2017
 FROM: Public Services
 EXHIBITS:

SUBJECT: PURCHASE OF UTILITY COMMODITIES

REQUEST: APPROVE THE ISSUANCE OF BLANKET PURCHASE ORDERS FOR THE PURCHASE OF UTILITY COMMODITIES FOR FISCAL YEAR 2017/2018

SUMMARY:

The Public Services Department purchases large amounts of various commodities in its daily operations including pipe, fittings, safety equipment, and chemicals throughout the year. This purchasing is accomplished through piggybacking other municipalities and state contracts, which has provided the best cost savings for the quantities that are utilized.

In accordance with Section 107.3.1.2(IV)(A), of the City’s Purchasing Policy, Staff requests approval to issue blanket purchase orders to the following vendors for the purchase of the referenced commodities.

Division	Vendor	Commodity	Amount	Government Contract
Warehouse Inventory	Core & Main	Pipe, Fittings, Accessories	\$1,000,000	OUC
Warehouse Inventory	Safety Products	Safety Equipment	\$60,000	Pinellas County
Water Plants	Allied Universal Corporation	Sodium Hypochlorite	\$29,937	Volusia County
Wastewater	Allied Universal Corporation	Sodium Hypochlorite	\$60,000	Volusia County
Wastewater	Shelley’s Septic Tanks	Sludge Hauling	\$148,200	City of Apopka

FUNDING SOURCE:

Fund 401- Utility Operating Fund, included and approved in the FY17/18 budget.

RECOMMENDATION ACTION:

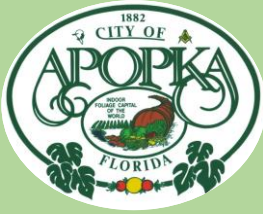
Approve the issuance of blanket purchase orders to the referenced vendors for the purchase of the commodities listed.

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:

2. Approval of a proposal to perform rehabilitation and repairs of Lift Station #9 Wet Well. Kevin Burgess



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 18, 2017
 FROM: Public Services
 EXHIBITS: Proposal, Contract

SUBJECT: REHABILITATION OF LIFT STATION #9 WET WELL

REQUEST: APPROVE THE DANUS UTILITIES, INC. PROPOSAL TO PERFORM THE REHABILITATION OF THE LIFT STATION #9 WET WELL

SUMMARY:

Lift Station #9, located at Oasis Apartments, is a major wastewater lift station for the City. The concrete wet well has experienced severe deterioration from the sewer gases to a point that it poses potential environmental, health and safety hazards for the local community and staff, thus requiring repairs.

Danus Utilities, Inc., provided a proposal to perform a turnkey rehabilitation of the wet well to restore it to normal operating conditions. The rehabilitation includes all bypass pumping of the lift station, installation of a new fiberglass liner, HDPE (high density polyethylene) piping, pump rail system, and a new top slab that will have a fiberglass liner on the interior. The total proposal is \$74,654.50. The City will piggyback the South Seminole & North Orange County Wastewater Transmission Authority Contract No. 2016-002.

Staff requests approval for Danus Utilities, Inc., to perform the referenced repairs in the amount of \$74,654.50 plus a 10% contingency of \$7,465, for a total amount of \$82,119.50. Funding is not currently budgeted for this project in the FY 2018 Plant Maintenance Budget.

FUNDING SOURCE:

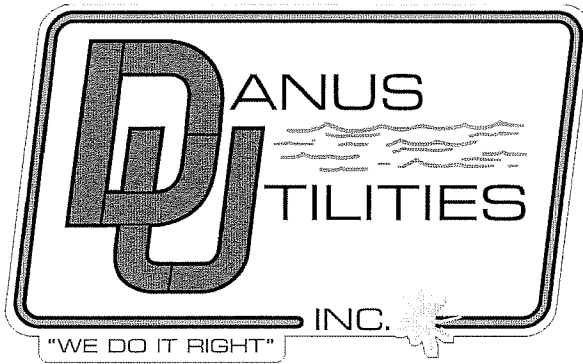
Fund 401 – Wastewater Utility Reserves

RECOMMENDATION ACTION:

Approve Danus Utilities, Inc. to perform the rehabilitation of the Lift Station #9 wet well in the amount of \$74,654.50, plus a 10% contingency, for a total project cost of \$82,119.50.

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 |



Quote #: **1000917-7R**
 Date: **10/9/2017**
 Company: **City of Apopka**
 Attention: **Jorge Garcia**
 Job Name: **LS 9 / Apopka**
 E-mail: jgarcia@apopka.net

CUC # 1224744

PO Box 291671-32129, Port Orange, FL 32128
 Phone: 386-882-6200 email: raymond@danusutilities.com

QYT	Lift Station 9 / Lift Station Rehabilitation	Price	TOTAL
4	Bid Item 6 - By-pass Pumping: 1000 - 1999 GPM	\$2,500.00	\$10,000.00
1850	Bid Item 13 - Condition IV Composite Level 2 (1" thick FG liner substitute due to existing WW wall conditions)	\$23.13	\$42,790.50
1	Bid Item 35 - Furnish & Install 8" PVC Drop 6' to 8'	\$4,000.00	\$4,000.00
1	Bid Item 38 - Reconstruct LS fillet 10' dia WW	\$2,600.00	\$2,600.00
0.3	Bid Item 48 - F&I 6" HDPE piping (reconnect risers)	\$7,800.00	\$2,340.00
1.6	Bid Item 76 - Replace Top Slab and pedestrian load hatch (includes removal and disposal)	\$4,390.00	\$7,024.00
2	Bid Item 127 - Replace guide / pump rail system	\$2,950.00	\$5,900.00
	Pricing based off 2016 annual contract for SSNOCWTA		
		TOTAL	\$74,654.50

Note: Scope of work per jobsite visit.

Scope of Work for Danus Utilities: Plug invert lines, By-pass station flow, disconnect existing HDPE discharge pipes, Remove existing wet well top slab, Clean wet well prior to FG liner installation, F&I 9.5 x 25' FG structural liner, F&I new top slab with HDPE liner cast in, F&I new 4" vent pipe, F&I epoxy coating at liner penetrations, Re-install existing HDPE riser pipes, F&I (2) new 8" drop bowls with pipe.

Terms Net 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature

Raymond Rogers
 386-882-6200

**SOUTHSEMINOLE & NORTH ORANGE COUNTY
WASTEWATER TRANSMISSION AUTHORITY**
410 Lake Howell Road
P.O. Box 941837 Maitland, FL 32794-1837
Telephone 407/628-3419 e-mail: ssnocwta2@cfl.rr.com

February 9, 2017

Dan Pardus
Danus Utilities, Inc.
4133 Saddle Club Drive
New Smyrna Beach, FL 32168

RE: Award Notification - Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services Contract Request for Proposal (RFP) 2016-002

Dear Mr. Pardus:

On December 22, 2016 we received several responsive and responsible submittals from interested companies for the South Seminole & North Orange County Wastewater Transmission Authority's (Authority) RFP on the Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services.

Reiss Engineering, Inc. (REI) completed a formal review and evaluation of the submittals consistent with the requirements in the Request for Proposals (RFP 2016-002), and provided a letter of recommendation for award to the Authority's Executive Board.

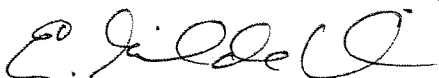
On January 26, 2017, the Authority's Executive Board voted to accept REI's recommendation.

On behalf of the Executive Board, I would like to congratulate your company as being one of the companies selected for award of this continuing contract. The contract documents for your review and execution will follow under a separate transmittal.

Thank you for your company's interest, time, and effort in participating in the RFP for the Authority. If you should have questions related to this contract recommendation, please feel free to contact Stefano Ceriana, P.E. with the Authority Engineer, Reiss Engineering at 407-679-5358.

Best regards,

South Seminole & North Orange County
Wastewater Transmission Authority



Ed Gil de Rubio
Executive Director

2016 Pump Station Continuing Contract

Item	Description		Estimated Qty	Contractor Cost
<i>Furnish and Install 8" PVC Interior Drop</i>				
33	2' to 4'	EACH	1	\$3,300.00
34	4' to 6'	EACH	1	\$3,600.00
35	6' to 8'	EACH	1	\$4,000.00
<i>Re-Construct Lift Station Fillet</i>				
36	6' Diameter	EACH	1	\$1,750.00
37	8' Diameter	EACH	1	\$2,200.00
38	10' Diameter	EACH	1	\$2,600.00
<i>Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault</i>				
39	Furnish & Install 4-inch piping and stainless steel pressure gauge assembly (single pump)	EACH	1	\$7,600.00
40	Furnish & install 4-inch check valve and plug valve	EACH	1	\$5,100.00
41	Furnish & Install 6-inch piping and stainless steel pressure gauge assembly (single pump)	EACH	1	\$9,950.00
42	Furnish & install 6-inch check valve and plug valve	EACH	1	\$8,400.00
43	Furnish & Install 8-inch piping and stainless steel pressure gauge assembly (single pump)	EACH	1	\$12,770.00
44	Furnish & install 8-inch check valve and plug valve	EACH	1	\$8,400.00
45	Furnish & Install 10-inch piping and stainless steel pressure gauge assembly (single pump)	EACH	1	\$15,550.00
46	Furnish & install 10-inch check valve and plug valve	EACH	1	\$9,900.00
47	Install Valve Vault Drain to Wet Well	EACH	not used	
Emergency Pipe Repair and/or Replacement				
48	Furnish and Install 6-inch HDPE	LF	200	\$7,800.00
49	Furnish and install 6-inch PVC	LF	200	\$6,400.00
50	Furnish and install 8-inch HDPE	LF	200	\$9,000.00
51	Furnish and install 8-inch PVC	LF	200	\$8,000.00
52	Furnish and install 10-inch HDPE	LF	200	\$10,900.00
53	Furnish and install 10-inch PVC	LF	200	\$9,900.00
54	Furnish and Install 12-inch HDPE	LF	200	\$15,000.00
55	Furnish and install 12-inch PVC	LF	200	\$13,200.00
56	Furnish and install 16-inch HDPE	LF	200	\$25,000.00
57	Furnish and install 16-inch PVC	LF	200	\$21,100.00
58	Furnish and install 20-inch HDPE	LF	200	\$34,500.00
59	Furnish and install 20-inch PVC	LF	200	\$28,000.00
60	Furnish and install 24-inch HDPE	LF	200	\$44,700.00
61	Furnish and install 24-inch PVC	LF	200	\$38,000.00
62	Furnish and install 30-inch HDPE	LF	200	\$63,000.00
63	Furnish and install 30-inch PVC	LF	200	\$54,000.00
64	Furnish and install 36-inch HDPE	LF	200	\$91,000.00
65	Furnish and install 36-inch PVC	LF	200	\$75,000.00

2016 Pump Station Continuing Contract

Item	Description		Estimated Qty	Contractor Cost
1	Mobilization / Demobilization if LESS THAN 1000SF PER WORK ORDER	EACH	not used	
2	Demolition and Removal of Pre-Existing Mechanically Fastened or Embedded Liner Materials	SF	1000	\$10,000.00
3	Dry Abrasive Blasting and Removal of Existing Coating Material	SF	1000	\$4,400.00
4	High Pressure Water Blasting (Minimum 5000 p.s.i.) of Existing Substrate	SF	1000	\$1,900.00
Sewer By-Pass				
5	Bypass Pumping: 0 – 999 gpm	DAILY	1	\$1,500.00
6	Bypass Pumping: 1000 – 1999 gpm	DAILY	1	\$2,500.00
7	Bypass Pumping: 2000 – 2999 gpm	DAILY	1	\$3,500.00
8	Bypass Pumping: 3000 – 3999 gpm	DAILY	1	\$6,500.00
9	Bypass Pumping: 4000 – 5000 gpm	DAILY	1	\$10,500.00
Cementitious Coating and 100% Solid Epoxy Liner				
10	Condition I -- 100% Pure Solids High-Build Epoxy on Liner	SF	1000	\$15,650.00
11	Condition II -- 100% Pure Fused Calcium Aluminate Cementitious Coating	SF	1000	\$23,130.00
12	Condition III -- Composite Level 1 (Minimum 0.5 inch Cementitious and 60 mil Epoxy Combination)	SF	1000	\$20,630.00
13	Condition IV -- Composite Level 2 (Minimum 1 inch Cementitious and 100 mil Epoxy Combination)	SF	1000	\$23,130.00
14	Supplemental 40 mil Thick Layer(s) of Epoxy Top Coat added to Conditions I, III, and IV	SF	1000	\$6,880.00
15	Supplemental 0.5 inch Thick Layer(s) of Cementitious Build-Back added to Conditions II, III, and IV	SF	1000	\$5,650.00
Manhole Supplemental Items				
16	Reset or Adjust Existing Manhole Casting within Asphaltic Pavement	EACH	1	\$2,750.00
17	Reset or Adjust Existing Manhole Casting within Green Area	EACH	1	\$2,450.00
18	Furnish and Install New Ring and Cover	EACH	1	\$3,155.00
19	Re-Construct Existing Manhole Bench and Invert Channel	EACH	1	\$2,750.00
20	Furnish and Install New Manhole Chimney Seal	EACH	1	\$1,700.00
Lift Station Supplemental Items				
<i>Install New Base Plate and New Pump Base</i>				
21	4-inch	EACH	1	\$3,950.00
22	6-inch	EACH	1	\$4,220.00
23	8-inch	EACH	1	\$9,130.00
<i>Re-Install Existing Pump Base</i>				
24	4-inch	EACH	1	\$2,500.00
25	6-inch	EACH	1	\$2,500.00
26	8-inch	EACH	1	\$3,500.00
<i>Furnish and Install New Base Plate with Existing Pump Base</i>				
27	4-inch	EACH	1	\$3,350.00
28	6-inch	EACH	1	\$3,350.00
29	8-inch	EACH	1	\$4,550.00
<i>Furnish and Install 6" PVC Interior Drop</i>				
30	2' to 4'	EACH	1	\$3,000.00
31	4' to 6'	EACH	1	\$3,200.0
32	6' to 8'	EACH	1	\$3,600.00

2016 Pump Station Continuing Contract

Item	Description		Estimated Qty	Contractor Cost
Air Release Valve Repair and Maintenance				
66	Cleanings (Take upper body apart completely to clean/inspect)	EACH	40	\$6,000.00
67	ARV Upper Body Repair Labor (See Parts List for Item Breakdown)	HR	1	\$275.00
68	Drain Valve Replacement 316 Stainless Steel	EACH	1	\$100.00
69	Drain Valve Replacement (Labor Only)	EACH	1	\$75.00
70	Install New 316 Stainless Steel Nipple	EACH	1	\$530.00
71	Install New 316 Stainless Steel Isolation Valve and Assorted 316 Stainless Steel Fittings and Handle	EACH	1	\$910.00
72	Remove and Replace New 2-inch A.R.I D-025 Nylon	EACH	1	\$2,181.00
73	Remove and Replace New 2-inch A.R.I D-020 Stainless Steel	EACH	1	\$5,800.00
74	Remove and Replace New 2-inch A.R.I D-025 Stainless Steel	EACH	1	\$3,920.00
75	Rebuild and Install Repaired ARV to Working Order	EACH	1	\$1,250.00
76	Replace ARV Vault Top Slab and Pedestrian Loading Hatch (Includes Removal & Disposal)	EACH	1	\$4,390.00
77	Replace ARV Vault Top Slab and Vehicle Loading Hatch (Includes Removal & Disposal)	EACH	1	\$5,831.00
78	Replace 24" Ring and Cover and Cement Retainer Slap (Includes Removal & Disposal)	EACH	1	\$2,950.00
79	Bollards Repair and Realignment	EACH	1	\$1,000.00
ARV Parts List				
80	D-020 ARV Type Camlock Connection - Part Number: 0247-47112BP-M	EACH	1	\$44.00
81	D-020 ARV Type Seal Plug Assembly -Part Number: 0447-5402RM	EACH	1	\$66.00
82	D-020 ARV Type Float - Part Number: 0247-2602PP	EACH	1	\$62.00
83	D-020 ARV Type Clamping Stem - Part Number: 0245-1802-PL-NSF	EACH	1	\$9.00
84	D-020 ARV Type "Barak" Body - Part Number: 0245-0002NMN5	EACH	1	\$230.00
85	D-020 ARV Type Bolt for Cover - Part Number: 0310-6250214SG-H	EACH	1	\$14.00
86	D-020 ARV Type Nut for Cover - Part Number: 0310-665056	EACH	1	\$5.00
87	D-020 ARV Type Washer for Cover - Part Number: 0310-3312-S6	EACH	1	\$5.00
88	D-020 ARV Type Cover - Part Number: 0247-05N5	EACH	1	\$358.00
89	D-020 ARV Type O-Ring - Part Number: 0310-56140X4	EACH	1	\$14.00
90	D-020 ARV Type Dome Nut - Part Number: 0310-6406-SP54	EACH	1	\$5.00
91	D-020 ARV Type Stopper - Part Number: 0247-4434-PP	EACH	1	\$9.00
92	D-020 ARV Type O-Ring - Part Number: 0310-562-235-NSF	EACH	1	\$9.00
93	D-020 ARV Type Spring - Part Number: 0347-7656	EACH	1	\$5.00
94	D-020 ARV Type Washer - Part Number: 0310-3305S6	EACH	1	\$5.00
95	D-020 ARV Type Float + Stem-SS Fl/SS Stem - Part Number: 0447-26SLP1	EACH	1	\$418.00
96	D-020 ARV Type Float + Stem-PC Fl/SS Stem - Part Number: 0447-26PCP1	EACH	1	\$214.00
97	D-020 ARV Type Ball Valve 1" - Part Number: 0310-7301BPS6P4	EACH	1	\$370.00
98	D-020 ARV Type Float	EACH	1	\$727.00
99	D-020 ARV Type Body 4" - 8"	EACH	1	\$3,950.00
100	D-020 ARV Type Body 2" & 3"	EACH	1	\$1,250.00

2016 Pump Station Continuing Contract

Item	Description		Estimated Qty	Contractor Cost
101	D-025 ARV Type Camlock Conn. - Part Number: 0247-471128P-M	EACH	1	\$44.00
102	D-025 ARV Type Seal Plug Assembly - Part Number: 0447-5402-LP	EACH	1	\$53.00
103	D-025 ARV Type Float - Part Number: 0247-2602PP	EACH	1	\$62.00
104	D-025 ARV Type Clamping Stem - Part Number: 0245-1802-PL-NSF	EACH	1	\$9.00
105	D-025 ARV Type "Barak" Body - Part Number: 0245-0002NMN5	EACH	1	\$230.00
106	D-025 ARV Type Dome Nut - Part Number: 0447-26-PN16-SH-DN	EACH	1	\$53.00
107	D-025 ARV Type O-Ring - Part Number: 0310-562-235-NSF	EACH	1	\$9.00
108	D-025 ARV Type Stopper - Part Number: 0447-26-PN16-SH-S	EACH	1	\$9.00
109	D-025 ARV Type Spring - Part Number: 0447-26-PN16-SH-SSS	EACH	1	\$6.00
110	D-025 ARV Type Washer - Part Number: 0447-26-PN16-SH-W	EACH	1	\$6.00
111	D-025 ARV Type Stem - Part Number: 0447-26-PN16-SH-STEM	EACH	1	\$82.00
112	D-025 ARV Type Body - Part Number: 0247-0002-SH-PL	EACH	1	\$427.00
113	D-025 ARV Type Clamp PA Body - Part Number: 0447-99N5-SH-KIT	EACH	1	\$458.00
114	D-025 ARV Type Clamp ST ST Body X2 - Part Number: 0347-9902-SH-N316M	EACH	1	\$314.00
115	D-025 ARV Type Washer for clamp X2 - Part Number: 0310-3308-S6	EACH	1	\$6.00
116	D-025 ARV Type Bolt for Clamp X2 - Part Number: 0310-6208S4DC-SH	EACH	1	\$10.60
117	D-025 ARV Type O-Ring - Part Number: 0310-56208X6	EACH	1	\$36.00
118	D-025 ARV Type Float - Part Number: 0447-26-PN16-SH-FLOAT	EACH	1	\$198.00
119	D-025 ARV Type 1/2" 316 SS Ball Valve FPTxFT - Part Number: RUTSSBV1002014	EACH	1	\$29.00
120	D-025 ARV Type 1/2"x2" 316 SS Nipple - Part Number: RUTSSNP014X0200	EACH	1	\$3.00
121	D-025 ARV Type Base 2" Threaded Nylon - Part Number: 0247-2802NT-SH-PL	EACH	1	\$274.00
Electrical Service and Controls				
122	Install Control Panel Support System	EACH	not used	
123	Install Control Panel, Conduit, Wiring and Need Components to Pedestal	EACH	not used	
124	Place the Lift Station into Service	EACH	not used	
125	Dispose of Construction Related Debris	EACH	not used	
126	Restore the Site to its Original Condition	EACH	not used	
Electrical Service and Controls				
127	Replace Guide/pump Rail System	EACH	1	\$2,950.00
			TOTAL =	\$891,494.60

EXHIBIT E

CERTIFICATE OF INSURANCE – RFP NO. 2016-002: Wastewater Pump Station
Construction and Rehabilitation Contractor Continuing Services

South Seminole & North Orange County Wastewater Transmission Authority
ACORD Certificate of Insurance Requirements

FAX OR E-MAIL THIS IMMEDIATELY TO YOUR INSURANCE AGENT

Please have your insurance agent email an acceptable ACORD Form (Word or .PDF) to:

South Seminole & North Orange County Wastewater Transmission Authority
Attention: Ed Gil de Rubio, Executive Director
410 Lake Howell Road
Maitland, FL 32751-5907
E-mail: ssnoewta2@cfl.rr.com
FAX: (407) 628-0153

The ACORD certificate must reflect the following:

- A. Producer – the name, email address, telephone number and fax number of your agent
- B. Insured – your company/group name
- C. Insurers – the insurance companies providing coverage
 - a. Proof of the carrier's FSC rate (must be a 7 or better) with the ACORD form on agent/carrier letterhead
- D. The Best Number assigned to this carrier
 - a. Name of carriers as they appear in the A.M. Best ratings guide or internet site at ambest.com.
 - b. Proof of the carrier's Best Rating (must be A- or better) with the ACORD form or emailed with the ACORD form on agent/carrier letterhead.
- E. The NAIC number assigned to this carrier
- F. General liability in the amounts shown for all vendors and contractors
- G. Auto liability if a vendor/event vehicle will be on South Seminole & North Orange County Wastewater Transmission Authority property
 - a. \$1 million required where vehicle is used to perform contracted work
 - b. \$500,000 required for all other vendors (vehicle driven to/from worksite)

CERTIFICATE

STATE OF Florida)

COUNTY OF Volusia)

I HEREBY CERTIFY that a meeting of Board of Directors

Of Danus Utilities, Inc., a corporation
Under of the laws of the State of Florida, held on February 20, 2017, the following
resolution was duly passed and adopted:

“RESOLVED, that

Dan J Pardus
(Individual’s Name)

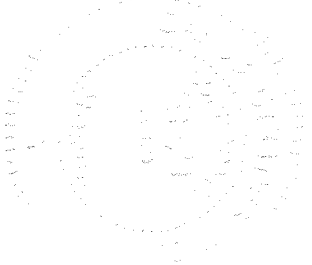
as President (Title) of the corporation, is hereby authorized to
execute the Agreement dated February 20, 2017, between the South Seminole
& North Orange County Wastewater Transmission Authority and this corporation and
with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the corporations this 20 day of February 2017.

Alice Pardus
Corporate Secretary

(Corporate Seal)



AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of February 2017, A.D., by and between South Seminole & North Orange County Wastewater Transmission Authority party of the first part (hereinafter referred to as "OWNER"), whose address is 410 Lake Howell Road Maitland, FL 32751 and Danus Utilities, Inc., party of the second part (hereinafter referred to as "CONTRACTOR"), whose address is 4133 Saddle Club Dr, New Smyrna Beach, FL 32168.

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work as specified, indicated or described in the Contract Documents as described in Article VIII and shall further perform services contained in the Work Orders issued pursuant to ARTICLE III as prepared by South Seminole & North Orange County Wastewater Transmission Authority.

This initial Agreement period will be one (1) year. After the initial Agreement period of one (1) year, the Agreement may be renewed for three (3) renewal periods of one (1) year each if mutually agreed by both the OWNER Board of Directors and CONTRACTOR annually as described previously.

ARTICLE II - THE AGREEMENT SUM

The OWNER shall pay to the CONTRACTOR, for the faithful performance of the Agreement and Scope of Work in ARTICLE I herein, in lawful tender of the United States, and subject to addition and deductions as provided in the Contract Documents, as follows:

Based on such sums set forth in Attachment A - Schedule of Unit Price Proposal (EXHIBIT I) from RFP NO. 2016-002, or such sums agreed upon by both CONTRACTOR and OWNER for assigned work as described in RFP NO. 2016-002 and issued Work Orders.

ARTICLE III – WORK ORDERS

OWNER and CONTRACTOR will confirm Scope of Work and Agreement Sum through issuance of Work Orders. Issuance of Work Orders may be done at the OWNER's discretion based on one of the following methods. The Parties to this AGREEMENT recognize that three (3) Contractors have been selected and ranked for issuance of Work Orders :

- Bidding Work Order(s) on an individual basis with the lowest bid Contractor being awarded the Work Order(s). OR
- Rotating Work Order(s) with each Contractor based on ranking summary from RFP NO. 2016-002 results (EXHIBIT J – Evaluation Summary and Ranking), with first Work Order going to first ranked Contractor, second Work Order going to second ranked Contractor and third Work Order to third ranked Contractor until rotation is completed. Should a Contractor be unable to participate on a particular Work Order then the next Contractor in-line would get the opportunity to commence and complete that Work Order.

The selected Contractor will be issued a NOTICE OF WORK ORDER AWARD as provided herein as an EXHIBIT F.

ARTICLE IV - COMMENCEMENT AND COMPLETION OF WORK

1.) The CONTRACTOR shall commence work within 10 calendar days after receipt of NOTICE TO PROCEED ON WORK ORDER (provided as EXHIBIT G) and receipt of conformed Drawings and Specification and will complete the same within the time allotted for each Work Order authorization unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS.

2.) The CONTRACTOR shall prosecute the work with faithfulness and diligence.

3.) The CONTRACTOR further declares upon the issuance of a Work Order he will have examined the site of the work and that from personal knowledge and experience or that he has made sufficient investigations to fully satisfy himself that such site is correct and suitable for the work and he assumes full responsibility therefore. The provisions of this Agreement shall control any inconsistent provisions contained in the Drawings and Specifications. Upon receipt of the Work Order, all Drawings and Specifications shall be read and carefully considered by the CONTRACTOR, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Agreement be more strongly construed against the OWNER than against the CONTRACTOR and his Surety.

Any ambiguity or uncertainty in the Drawings or Specifications associated with the Work Order shall be interpreted and construed by the OWNER's Engineer (Engineer), and his decision shall be final and binding upon all parties, provided the OWNER agrees.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the South Seminole & North Orange County Wastewater Transmission Authority or by any agent or representative as in compliance with the terms of this Agreement and/or of the Drawings and Specifications or other portions of the Contract Documents associated with the Work Order covering said work shall not operate as a waiver by the OWNER of strict compliance with the terms of this Agreement and/or the Drawings and Specifications covering said work; and the OWNER may require the

CONTRACTOR and/or his Surety to repair, replace, restore and/or make to comply strictly and in all things with this Agreement and the Drawings and Specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and or acceptance of any such work or material, are found to be defective or to fail and in any way to comply with this Agreement or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The CONTRACTOR shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the CONTRACTOR and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the OWNER, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the CONTRACTOR and/or his Surety, who shall in any event be jointly and severally liable to the OWNER for all damages, loss and expense caused to the OWNER by reason of the CONTRACTOR'S breach of this Agreement and/or his failure to comply strictly and in all things with this Agreement and with the Drawings and Specifications.

4.) As-built drawings, warranties must be submitted to the Engineer in accordance with the approved Scope of Work as set forth in the Work Order specified in ARTICLE III before final payment will be made to the CONTRACTOR.

ARTICLE V - LIQUIDATED DAMAGES

1.) It is mutually agreed that time is of the essence in regard to this Agreement and should the CONTRACTOR fail to complete the Scope of Work as set forth in any issued Work Order, as established in ARTICLE III, within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR, and the OWNER will retain the amount of:

<u>Issued Work Order Amount</u>	<u>Daily Charge per Calendar Day</u>
<input type="checkbox"/> \$250,000 and under	\$ 400
<input type="checkbox"/> Over \$250,000 but less than \$750,000	\$ 600
<input type="checkbox"/> \$750,000 but less than \$2,000,000	\$ 800
<input type="checkbox"/> Over \$2,000,000	\$ 1,000

for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion shall have been fully accomplished. It is also hereby agreed that if this Scope of Work as set forth in the Work Order as established in ARTICLE III is not finally completed, in accordance with the requirements of the contract documents, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty:

<u>Issued Work Order Amount</u>	<u>Daily Charge per Calendar Day</u>
<input type="checkbox"/> \$250,000 and under	\$ 400
<input type="checkbox"/> Over \$250,000 but less than \$750,000	\$ 600

- \$750,000 but less than \$2,000,000 \$ 800
- Over \$2,000,000 \$ 1,000

for each and every calendar day elapsing between the date fixed for final completion and the date such final completion shall have been fully accomplished.; and shall not exclude the recovery of damages by the Owner under other provisions of the contract documents or other incidental or compensatory damages and costs due to Owner from Contractor.

2.) For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day schedule for protection.

ARTICLE VI - PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Information (EXHIBIT H) as presented in the RFP NO. 2016-002: Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services, and subject to additions and deductions as provided, the OWNER shall pay the CONTRACTOR as follows:

1.) CONTRACTOR shall submit a progress payment request by the third (3rd) day of each calendar month for work performed during the preceding calendar month. Upon Contractor's signature accepting the Partial Payment Authorization, the Owner shall make a partial payment to the Contractor, within fifteen (15) working days, on the basis of a duly certified and approved estimate by the Owner and the Engineer, for work performed during the preceding calendar month under the Agreement. To insure proper performance of the Agreement, the OWNER shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Agreement.

2.) Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the technical specifications (based on each individual Work Order awarded) have been furnished and are found acceptable by the OWNER, final payment on account of this Agreement shall be made within 30 working days after completion of all work by the CONTRACTOR covered by this Agreement and acceptance of such work by the OWNER.

ARTICLE VII - ADDITIONAL BONDS

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached as EXHIBITS A through D for its faithful performance and payment of labor and materials, the OWNER shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the work, the CONTRACTOR shall, at his expense, and within seven (7) days after receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts,

and with such Sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed due under this Agreement until such new or additional security for the faithful performance and for payment of labor and materials of the work shall be furnished in manner and form satisfactory to the OWNER.

ARTICLE VIII - CONTRACT DOCUMENTS

The Contract Documents, as stated in the RFP NO. 2016-002: Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services and herein made a part, are as fully a part of this Agreement as if herein repeated consist of the following and in Document Precedence as follows:

- 1.) This Agreement
- 2.) Exhibits to this Agreement
- 3.) Addenda (Modification)
- 4.) Division 00 (as provided in RFP NO. 2016-002)
- 5.) Division 01 (as provided in RFP NO. 2016-002)
- 6.) Drawings and Specifications
- 7.) Instructions to CONTRACTORS
- 8.) Work Order to be Issued Based on Article III

ARTICLE IX – WORK CHANGES

The OWNER reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Agreement, and agrees to make corresponding adjustments in the Agreement Sum and time for completion. Any and all changes must be authorized by a written change order signed by the Executive Director of SSNOCWTA or his designee as representing the OWNER. Work shall be changed and the Work Order sum and completion time shall be modified only as set out in the written change order. Any adjustment in the Agreement Sum resulting in a credit or a charge to the OWNER shall be determined by a mutual agreement of the parties before starting the work involved in the change.

ARTICLE X – COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Scope of Work as set

forth in the Work Order specified in ARTICLE III. All materials furnished and work done is to comply with all local state and federal laws and regulations.

ARTICLE XI – CLEANING UP

Contractor shall, during the performance of this Agreement, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractor's equipment and all excess materials, and put the work area in a neat, clean and sanitary condition and restore to original job site condition.

ARTICLE XII – LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Agreement.

ARTICLE XIII – ASSIGNMENT

Contractor shall not delegate or subcontract any part of the work under this Agreement or assign any monies due him hereunder without first obtaining the written consent of the OWNER or its Authorized Representative.

ARTICLE XIV – SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

ARTICLE XV – INSURANCE

The CONTRACTOR shall procure and maintain insurance requirements as stated in RFP NO. 2016-002: Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services and presented in the EXHIBIT E - CERTIFICATE(S) OF INSURANCE.

ARTICLE XVI – GENERAL CONDITIONS

The CONTRACTOR shall comply with the General Information (EXHIBIT H) as stated in RFP NO. 2016-002: Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____ 2017.

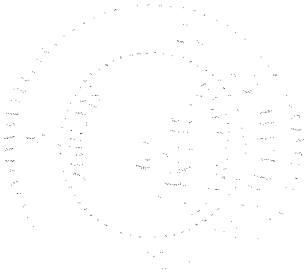
SSNOCWTA

Authority Seal

Ed Gil de Rubio, Executive Director

Attest:

(Corporate Seal)



Danus Utilities, Inc.
(Company Name)

By: _____
Signature

Dan J Pardus
(Name/Title Printed or Typed)
4133 Saddle Club Dr,
New Smyrna Beach, FL 32168
Address

danus@cfl.rr.com
E-mail Address

386-233-5588
Telephone Number

If a corporation, affix corporate seal and have corporate secretary attest.

Attest:

Alice Pardus
Corporate Secretary

Alice Pardus
(Name Printed or Typed)

- H. Excess Liability, if a contractor. The minimum is \$2,000,000, but this amount may be greater depending on the award Agreement amount.
- I. Worker's Compensation, if you will have two or more employees on South Seminole & North Orange County Wastewater Transmission Authority property. WC Statutory limits must be marked.
- J. Other.
 - a. Liquor liability - must also include a hold harmless agreement and authorization by the South Seminole & North Orange County Wastewater Transmission Authority 1.
 - b. Builder's Risk Insurance per Work Order amounts
 - c. Environmental Insurance if applicable
 - d. Errors and Omissions if Consultant services
- K. Description of Operations: South Seminole & North Orange County Wastewater Transmission Authority must be listed as additional insured. You must show the work/event and the dates of the Work Order (both begin and end dates).
- L. Certificate Holder – must show South Seminole & North Orange County Wastewater Transmission Authority, 410 Lake Howell Road Maitland, FL 32751.
- M. Cancellation – minimum 30 days.

Public Entities/Municipalities: Sovereign immunity standard should appear in Description of Operations with \$200,000/\$300,000 limits. If self-funded, rating requirement is waived.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2017

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C No, Ext): (386) 767-3161 E-MAIL ADDRESS: melissa@catonhosey.com FAX (A/C No): (386) 760-1770	
INSURED Danus Utilities Inc 4133 Saddle Club Dr New Smyrna Beach FL 32168-5108		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners, A++ NAIC # 10190 INSURER B: Auto-Owners Ins Co, A++ NAIC # 18988 INSURER C: American Interstate Insurance Co, A NAIC # 31895 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1661315307 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			72122534	7/2/2016	7/2/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4806741400	7/2/2016	7/2/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4806741402	7/2/2016	7/2/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	AVWCFL2410292016	7/2/2016	7/2/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP#2016-002

South Seminole & North Orange County Wastewater Transmission Authority are included as an Additional Insured for General Liability and Auto with respects to operations of the Named Insured. Notice of Cancellation is 30 days unless with respect to Non-Payment Cancellation which will be 10 days.

CERTIFICATE HOLDER

ssnocwta2@cfl.rr.com

South Seminole & North Orange County
 Wastewater Transmission Authority
 410 Lake Howell Road
 Maitland, FL 32751-5907

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Hosey/ATHOMP

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February 21, 2017

Danus Utilities, Inc
4133 Saddle Club Dr,
New Smyrna Beach, FL 32168

To whom it may concern:

Below is the FSC rate and the AM best rating for the insurance carriers.

Southern Owners, AM Best A++, FSC XV
Auto-Owners, AM Best A++, FSC XV
American Interstate, AM Best A, FSC IX

Let us know if you need anything additional,

Sincerely,

Angie Thompson

Angie Thompson
Commercial Lines Assistant

3731 Nova Road • Port Orange, FL 32129-4233
386-767-3161 • Fax: 386-760-1770
www.catonhosey.com

Backup material for agenda item:

3. Approval of a Management Assessment/Audit of the meter reading & customer service operations.

Kevin Burgess



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 18, 2017
 FROM: Public Services - Utilities
 EXHIBITS: Proposal

SUBJECT: MANAGEMENT ASSESSMENT/AUDIT OF THE CUSTOMER SERVICE/METER READING OPERATIONS

REQUEST: APPROVE WOODARD & CURRAN TO CONDUCT A MANAGEMENT ASSESSMENT/AUDIT OF THE CUSTOMER SERVICE/METER READING OPERATIONS FOR \$19,800

SUMMARY:

The City’s Consumptive Use Permit (CUP) with the St. John’s River Water Management District (SJRWMD) requires the City to conduct an audit of its potable water system every three years. The City conducted the audit for 2016 and realized an unaccounted for water rate of 26.1% or 750,696,000 gallons. The CUP mandates this rate cannot exceed 10%. Additionally, this unaccounted for water volume equates to \$1,058,481 in lost revenue when calculated using the lowest billing tier rate of \$1.41 per 1,000 gallons.

During the audit, it was determined that one source of the problem may be within the utility metering system not recording water consumption accurately. The City purchased and installed its first generation Automatic Meter Reading (AMR) system in 2007. During that project, approximately 20% of the water meters were completely replaced. The remaining 80% only had registers replaced on the existing meters. A typical Sensus ¾” x 5/8” that is installed in the City’s system has an accuracy warranty of 750,000 gallons or 10 years, whichever comes first. The monthly average consumption in the City’s system is 10,780 gallons per month. With this average consumption, each meter will lose its accuracy warranty coverage in 5.75 years. This warrants a wholesale meter replacement for the entire potable water system.

Staff requests approval for Woodard & Curran to conduct a Management Assessment/Audit of the Customer Service/Meter Reading Operations. The use of Woodard & Curran will determine the most cost effective and efficient means of replacing the water meters throughout the City and restore utility revenues and compliance with the City’s Consumptive Use Permit. Woodard & Curran is requested as an evaluated source due to their ability to provide results in a timely manner and based on their previous quality and service experienced with the city’s Wastewater Treatment Assessment.

FUNDING SOURCE:

Fund 401 – Potable Water Utility Reserves

RECOMMENDATION ACTION:

Approve Woodard & Curran to conduct a Management Assessment/Audit of the Customer Service/Meter Reading Operations in the amount of \$19,800.

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 |



Proposal for a Management Assessment/Audit of the Apopka Customer Service/Meter Reading Operation

In accordance with our recent discussions, Woodard & Curran is pleased to present this proposal to the City of Apopka for an Assessment/Audit of the City's Advanced Metering Infrastructure (AMI) and Customer Service/Meter Reading operations. The Assessment will review the City's customer service/meter reading operations with a focus on assuring a well-integrated and high performing system. The Assessment will be conducted in light of a recent study by the City of Apopka showing a variance between what the City pumps from its groundwater resources and what it bills for.

To accomplish this goal, Woodard & Curran will conduct a Management Assessment/Audit of the existing Customer Service/Meter Reading hardware, software and management systems. This will include a detailed review of the Advanced Metering Infrastructure (AMI) software programs (referred to by the City as #1 and #2), currently being utilized. Each program will be evaluated to show City usage, capacity for expanded program usage, additional efficiencies, and the associated costs and benefits of implementing these efficiencies. We will also look to identify areas of improvements that will enhance and/or improve customer service operations, optimize the water system through water loss reductions, review end-of-life meter replacement management, identify improvements that present options to gain full compliance with regulatory standards, and review related administrative policies.

Woodard & Curran will summarize this review in a Draft Technical Memorandum and present it to City staff. We will incorporate improvements proposed by City staff and finalize the Technical Memorandum for presentation to Council, as appropriate.

The assessment is to be conducted by a team of operations specialists, engineers, and billing experts. Mike Cherniak, Vice President of O&M Technical Services will lead this team.

1. WORK PLAN

1. Woodard & Curran Vice President Michael Cherniak will lead the assessment. beginning in November. Mr. Cherniak will be assisted by other Specialists during the assessment. The initial visit will include a client orientation, preliminary review of the existing staff, software and hardware, and a kick-off meeting.
2. The Assessment/Audit will be conducted over two, three- to five-day periods. During the assessment, the team will observe existing software usage, customer call/complaint data, equipment hardware and interview designated personnel. At least three different levels of City staff should be available for brief periods, throughout the three days. Ideally, this would include a Manager that can discuss administrative factors; a Customer and Meter Service Specialist that can discuss current program usages and beneficial future program usages; and an IT Meter



Maintenance Specialist that can discuss equipment and physical, mechanical, and electrical conditions status.

3. The team will conduct a final project interview with designated client staff following the assessment. Should additional information be required, one of our team members will be available to return, as appropriate.
4. Within three weeks following the evaluation, Woodard & Curran will submit a Draft Technical Memorandum outlining the findings of the assessment.

2. ASSUMPTIONS AND UNDERSTANDINGS

This proposal incorporates the following assumptions and understandings regarding the scope of work:

1. **Customer Service Data:** The City will provide data and information as recorded for customer service software and hardware, current system usage and status, and future beneficial needs.
2. **Meter Reading Data:** Apopka will provide system diagrams and access to meter technical information and data as deemed relevant and applicable to the evaluation team. An in-depth review of existing meter status, communication equipment hardware and the benefits of upgrading meters and hardware.
3. **Staff Interviews:** Apopka will provide access to experienced personnel who can describe call service, meter operations, maintenance, and management and the status of the and distribution system and facilities.
4. **Submittals:** Woodard & Curran will submit electronic copies of the Assessment/Audit and memos in PDF format.
5. **Schedule:** Woodard & Curran will begin work within the timeframe proposed, or sooner, pending mutual availability of Apopka and Woodard & Curran team members.
6. **Terms and Conditions:** Woodard & Curran will conduct this work under our standard terms and conditions, which will be submitted to Apopka for review and approval.

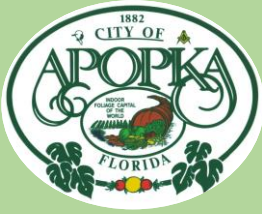
3. SCHEDULE AND BUDGET

The work will be scheduled to begin within 1 week of contract execution and will be completed during (or before) December 2017. A Draft Technical Memorandum will be provided within three weeks of the site visits.

All work outlined herein will be conducted on a fixed fee (lump sum) basis not to exceed \$19,800. Monthly progress invoices will be submitted to the City, as work is completed.

Backup material for agenda item:

4. Approval of a property bid offer for the SE corner of N. Park Ave. and E. Sandpiper Road. James Hitt



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 18, 2017
 FROM: Community Development
 EXHIBITS: FOR SALE Sheets
 Bid Offers

SUBJECT: BID OFFER FOR THE S.E. CORNER OF N. PARK AVENUE & E. SANDPIPER ROAD 8.43 ACRE SITE

REQUEST: APPROVE THE BID OFFER FROM WEKIVA CAPITAL PARTNERS, LLC FOR THE SALE OF THE S.E. CORNER OF N. PARK AVENUE AND E. SANDPIPER ROAD SITE.

SUMMARY:

The City owns various properties that have been acquired in the past. As a result of new planning efforts, two properties were declared surplus by the City Council on February 1, 2017.

The first property was the Marshall Lake site which is located south of Marshall Lake just west of SR 451, and is being sold to Royal Oak Homes.

The second parcel is located at the southeast corner of **N. Park Ave. and E. Sandpiper Rd.** Both of these sites would go back on the tax rolls once the sales are completed.

An official *appraisal* was completed for each site and the FOR SALE minimum bid was based on those appraisals. A copy of the FOR SALE sheet for the **N. Park Ave. and E. Sandpiper Rd.** site is included with this staff report.

Appraisals:

Marshall Lake site:	\$2,812,500
S.E. corner of N. Park Ave. & E. Sandpiper Rd. site:	\$1,267,500

Once the appraisals were completed, *qualifying bids* are needed for a sale to occur. A bid process was followed to sell the properties. A 1% deposit was required and will be applied to the purchase price.

In accordance with the SE Park Ave. & Sandpiper Rd. bid FOR SALE sheet, the maximum due diligence time prior to closing is 60 days (2 month) from the date of the bid approval by City Council.

The future land use on this site is Commercial and the zoning is C-1, Retail Commercial District.

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 COUNCIL – OCTOBER 18, 2017
SURPLUS LAND FOR SALE BID APPROVAL
PAGE 2**

Qualifying bid and information are shown.

N. Park Ave. & E. Sandpiper Rd. site (bid):

Purchaser	Bid Price	Deposit Check	Information
Wekiva Capital Partners, LLC	\$ 1,300,000	\$ 13,000	Normal purchase expectations

Wekiva Capital Partners, LLC has proposed an accelerated inspection period of 45 days and closing within 15 days after the inspection period.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approve the bid offer for the N. Park Ave. & E. Sandpiper Rd. site as noted; direct staff to complete the purchase process as outlined in the FOR SALE sheet, and in accordance with the bidder's offer; and, permit staff to allow an extra month if needed by the buyer for any unforeseen circumstances.

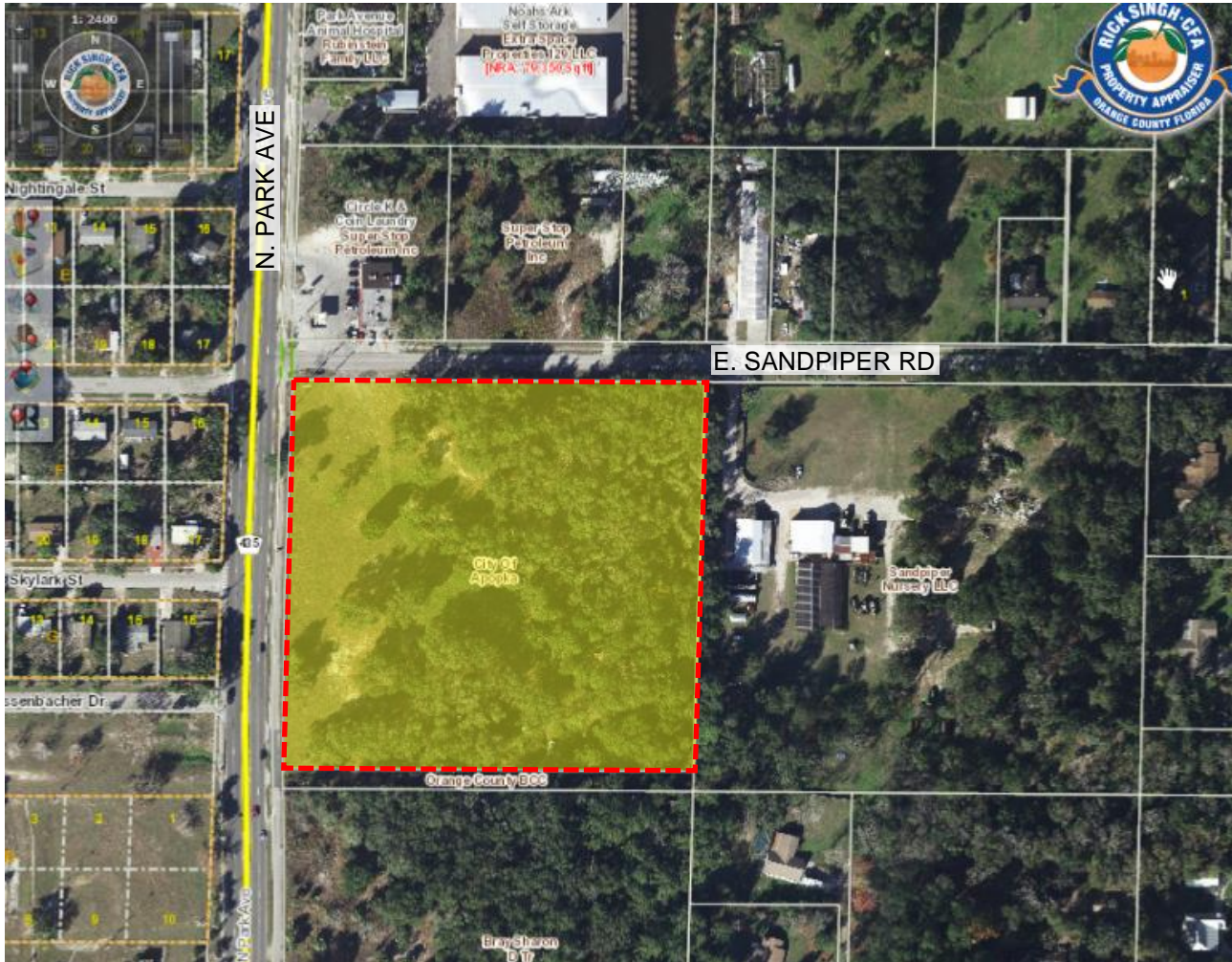
FOR SALE



City of Apopka ~ vacant land

\$1,267,500 (appraised)

Location: SE corner of N. Park Ave. (Rock Springs Road) & E. Sandpiper Rd.



Future Land Use: Commercial
Zoning: C-1

Acres: 8.45 +/- Property Tax ID: 03-21-28-0000-00-035
Address: 751 N. Park Ave.

Utilities:

Water: 8" PVC of Park Ave. (West side of site)
Sewer: 8" PVC of Sandpiper Rd. (North side of site)
10" PVC gravity on Park Ave. (West side of road)
Reuse: Not available

Contact:

James Hitt
Community Development Director
City of Apopka
120 E. Main Street
Apopka, FL 32703
jhitt@Apopka.net
407-703-1712

Bids / Offers:

- Bids may be submitted in a sealed envelope to the contact person listed (James Hitt) no later than September 29 2017 at 4:00 P.M.
- Refundable Deposit: 1% of bid (or more depending on bid offer) with a Minimum bid of \$1,267,500 required. Banker/cashier's check only. Financing is not applicable to this sale.
- Normal closing costs and fees as applicable by each party.
- Bid submittal package/offer clearly marked:
"City of Apopka Park Ave./Sandpiper Rd. Site"
- Mailed or delivered directly to:
James Hitt, Community Development Director
City of Apopka
120 E. Main Street, 2nd floor
Apopka, FL 32702

A copy of the appraisal report will be provided upon request.

Bids must be approved by the Apopka City Council and any sale shall be final upon approval and full payment. Final sale must occur within two (2) months of bid approval by City Council.

Future Land Use and Zoning changes may be applied for provided they meet the City's Comprehensive Plan and Zoning requirements.





September 26, 2017

City of Apopka
Attn: James Hitt, Community Development Director
120 E. Main Street, 2nd floor
Apopka, FL 32702

Re: Letter of Intent to Purchase of SE corner of N. Park Ave. (Rock Springs Road) & E. Sandpiper Rd. ("LOI")

Dear Mr. Hitt:

Wekiva Capital Partners, LLC, on its own behalf or on behalf of an entity to be formed ("Purchaser"), desires to enter into negotiations to purchase the parcel owned by the City of Apopka ("Seller"), known as 751 N. Park Ave., Apopka, Florida located at the SE corner of N. Park Ave. (Rock Springs Road) & E. Sandpiper Rd. (the "Property"). This letter represents a summary of the general terms and conditions of our proposal but is preliminary in nature and reflects only the major points to be included in a contract for sale and purchase.

1. Purchase Price and Development. The purchase price shall be \$1,300,000.00, payable in cash at closing.
2. Deposit. Within five days of execution and delivery of the Contract, as hereinafter defined, by Seller and Purchaser, Purchaser shall place in escrow with Purchaser's attorney, a deposit in the amount of \$13,000.00.
3. Inspection Period. Purchaser shall have forty-five (45) days from the date of execution of the Contract to satisfy itself as to the potential development and the condition of the Property (the "Inspection Period"). At the end of the Inspection Period, if Purchaser, in its sole and absolute discretion, desires not to purchase the Property, Purchaser shall give written notice thereof to Seller, in which event the full deposit shall be refunded to Purchaser. If Purchaser does not give such written notice upon the expiration the Inspection Period, then the entire deposit shall be nonrefundable in all circumstances other than default by the Seller.
4. Closing. The closing shall occur within fifteen (15) days from the expiration of the Inspection Period.
5. Status of Property. The Property shall be conveyed free and clear of all liens,

encumbrances, restrictions and exceptions except those exceptions permitted by the Contract ("Permitted Exceptions"). Further, the Property shall be conveyed with all current entitlements and land use rights granted by the City of Apopka, Florida.

6. Contract. Immediately, upon execution of this LOI, Purchaser and Seller shall, in good faith, endeavor to negotiate and execute a definitive purchase and sales contract outlining the terms of this transaction ("Contract"). The Contract will incorporate customary closing conditions, including the satisfactory review and approval by Purchaser of the following:

- (a) all current third-party contracts and obligations;
- (b) Intentionally Omitted;
- (c) current survey and title report;
- (d) current appraisal report;
- (e) favorable reports concerning the Property's physical and environmental condition;
- (f) any other reasonable information requested by the Purchaser;
- (g) all building plans and specifications (if any);
- (h) all detailed estimates for the building site work (i.e. construction costs, lighting and landscaping); and
- (i) any lease agreements relating to the Property

7. Fees and Costs. Each party will pay their own legal expenses in connection with the contemplated transaction. Seller shall pay (i) the documentary stamp taxes required to be affixed to the deed transferring title to the Property, (ii) all title insurance commitment fees and title insurance premiums and all other costs related to the issuance to Purchaser of a title commitment and a title policy in the full amount of the Purchase Price. Purchaser shall pay for (i) all recording costs for the deed transferring title to the Property, (ii) the costs required for any financing in connection with the purchase of the Property, and (iii) the cost of any survey of the Property.

8. No Brokerage Fees. Purchaser and Seller hereby represent that there are no brokers involved in this transaction. The Contract shall provide that each party shall indemnify the other from any liability arising from a claim to a commission or brokerage fee by reason of the actions of the indemnifying party.

9. Confidentiality. The parties to the transaction shall keep this matter confidential and shall not disclose either the terms or existence of this letter of intent to any other person or entity other than its lenders, accountants, attorneys or to those parties with whom it must communicate in order to consummate the proposed transactions. No public statements concerning the transactions contemplated herein shall be made without the written consent of both parties.

The purpose of this letter is to set forth the basic terms and conditions of the transaction. The parties agree that other terms and conditions have yet to be worked out and have not yet been discussed or agreed upon which will ultimately need to be contained in the Contract. THE LEGAL OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE TRANSACTION

CONTEMPLATED HEREUNDER WILL BE CONTAINED SOLELY IN THE CONTRACT. OTHER THAN FOR THE PROVISIONS OF PARAGRAPH 9 OF THIS LETTER, THERE IS NO OBLIGATION BY ANY OF THE PARTIES TO THE OTHER PARTIES INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION TO PURCHASE OR TO SELL THE PROPERTY. THE FAILURE OF THE PARTIES TO REACH A CONTRACT SHALL NOT BE THE BASIS OF A CLAIM BY EITHER PARTY AGAINST THE OTHER.

We look forward to reaching agreement upon the terms of the Contract at the earliest possible time.

If the foregoing reflects your understanding, please sign the enclosed copy of this letter.

Very truly yours,

Wekiva Capital Partners, LLC, a Florida limited liability company

By: Chris Hughes
Chris Hughes, Manager

Acceptance and Agreed to by:

“Seller”

City of Apopka, Florida, a Florida municipal corporation

By: _____

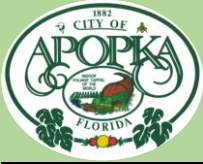
Name: _____

Title: _____

Backup material for agenda item:

5. Approval of the Johns Road Maintenance Map.

Richard Earp



CITY OF APOPKA CITY COUNCIL

<input type="checkbox"/> CONSENT AGENDA	MEETING OF:	October 18, 2017
<input type="checkbox"/> PUBLIC HEARING	FROM:	Community Development
<input type="checkbox"/> SPECIAL REPORTS	EXHIBITS:	Road Maintenance Map
<input checked="" type="checkbox"/> OTHER:		

SUBJECT: **JOHNS ROAD MAINTENANCE MAP**

REQUEST: **APPROVAL OF THE JOHNS ROAD MAINTENANCE MAP**

SUMMARY:

OWNER: Johns Inc.

APPLICANT: City of Apopka

LOCATION: 735 Johns Rd
West of S.R. 451, North of Ocoee Apopka Road
Parcel ID# 08-21-28-0000-00-021

EXISTING USE: Roadway

PROPOSED USE: Roadway

ADDITIONAL COMMENTS:

The Maintenance Map for JOHN’S ROAD defines the limits of the City of Apopka’s ongoing and historic maintenance of this paved roadway. John’s Road has existed in its present location and clearly appears in aerial photographs taken between 2006 to 2017. The street provides access from Bradshaw Road and has been used by the public, generally and more particularly by the residents of the immediate area. The Maintenance Map includes 0.780 acres of parcel number 08-21-28-0000-00-021, currently owned by Johns Inc, 390 Alberta Drive, Winter Park, FL 32789-3904. This property owner has been notified of this public hearing via US Postal Service Certified Mail.

PUBLIC HEARING SCHEDULE:
October 18, 2017 – City Council (7:00 pm)

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of the JOHN’S ROAD MAINTENANCE MAP.
City Council Recommended Motion: Approve the JOHN’S ROAD MAINTENANCE MAP.

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

Johns Inc
735 Johns Road
Parcel ID # 08-21-28-0000-00-021



JOHN'S ROAD

SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

PLAT BOOK PAGE
JOHN'S ROAD

MAINTENANCE AFFIDAVIT FOR TITLE BY DEDICATION

STATE OF FLORIDA
ORANGE COUNTY

Having been duly sworn, I certify that CITY OF APOPKA has caused the maintenance or repair of John's Road continuously or interrupted for seven years, including shoulders and ditches needed and actually used, described herein beginning 2006 and has continued to do so continuously and uninterruptedly to the present time.

The maintenance has included asphalt repairs, mowing, traffic control devices and such other work necessary to make the road useable by the public and more particularly by the Residents of the immediate area.

BY: Jay Davall, P.E. Public Services Division Director

Sworn to and subscribed before me this _____ day of _____, 2017
_____ print _____

Notary Public
State of Florida
My Commission expires _____

ENGINEERING AFFIDAVIT FOR TITLE BY DEDICATION

STATE OF FLORIDA
COUNTY OF ORANGE

Having been duly sworn, I certify that John's Road as described herein, has existed in its present location as indicated herein and clearly appears in aerial photographs made from 2006 to 2017. The street provides access to a home, businesses, a large parcel owned by the City of Apopka and has been used and open to the public.

BY: Richard W. Earp, P.E. City Engineer

Sworn to and subscribed before me this _____ day of _____, 2017
_____ print _____

Notary Public
State of Florida
My Commission expires _____

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS IS TO CERTIFY, that on _____, 2017 the undersigned approved the foregoing plat.

BY: Joe Kilsheimer, Mayor of the City of Apopka

Attest: Linda F. Goff, City Clerk

CERTIFICATE OF SURVEYOR AND MAPPER

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered surveyor and mapper, does hereby certify that on

a survey of the lands shown in the foregoing plat was completed; that said plat is a true and correct representation of the lands surveyed; that the plat was prepared under my responsible direction and supervision, and that this plat complies with all the survey requirements of Chapter 177, Florida Statutes.

Date LS 4044 Surveyor's Signature
Surveyor's Registration Number David A. White
Certificate of Authorization Number LB 7808 Surveyor's Name (printed)
PEC - Surveying and Mapping, LLC
2100 Alafaya Trail, Suite 203, Oviedo, Florida, 32765

CERTIFICATE OF REVIEW BY CITY SURVEYOR

This plat has been reviewed for conformity with Chapter 95.361 and Chapter 177, Florida Statutes, as is appropriate.

BY: Ralph A. Nieto, LS 6025

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Official Records on _____ print _____

Comptroller in and for Orange County, Florida
BY: _____

LEGAL DESCRIPTION:

A TRACT OF LAND, LYING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, BEING DESCRIBED AS FOLLOWS:

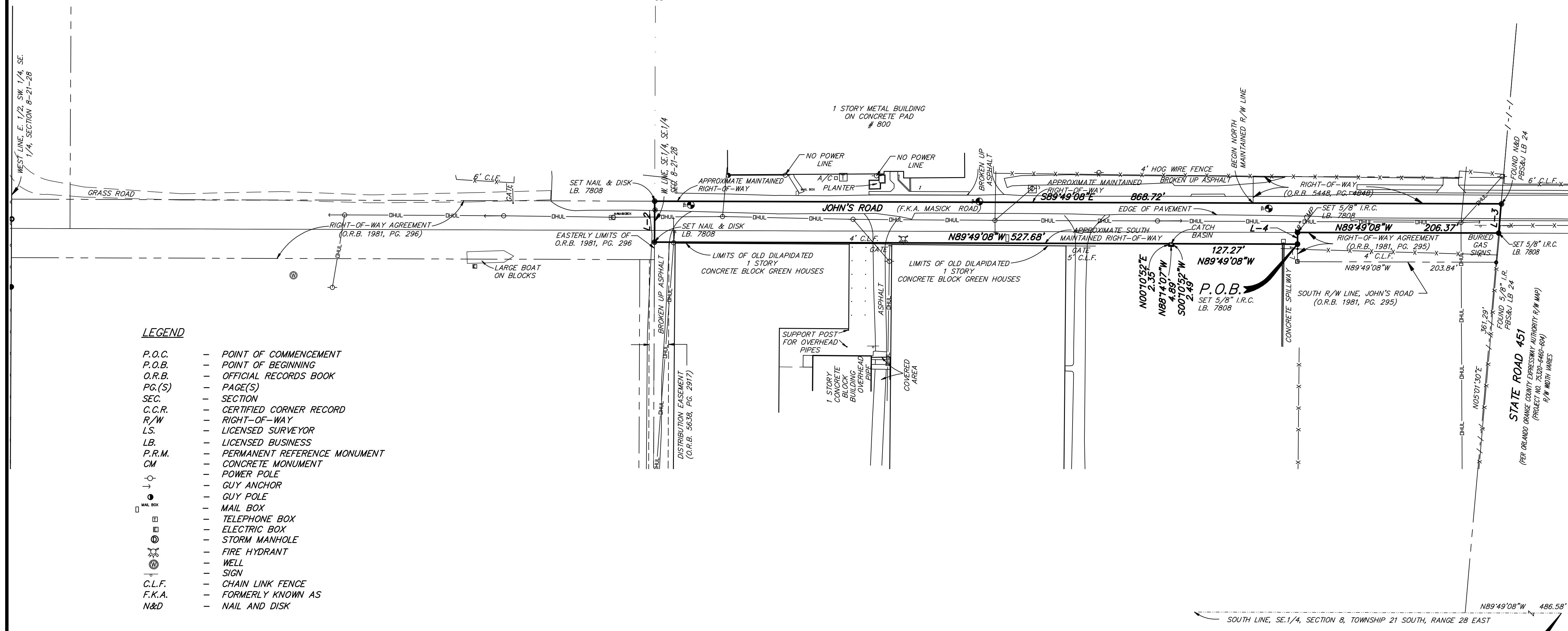
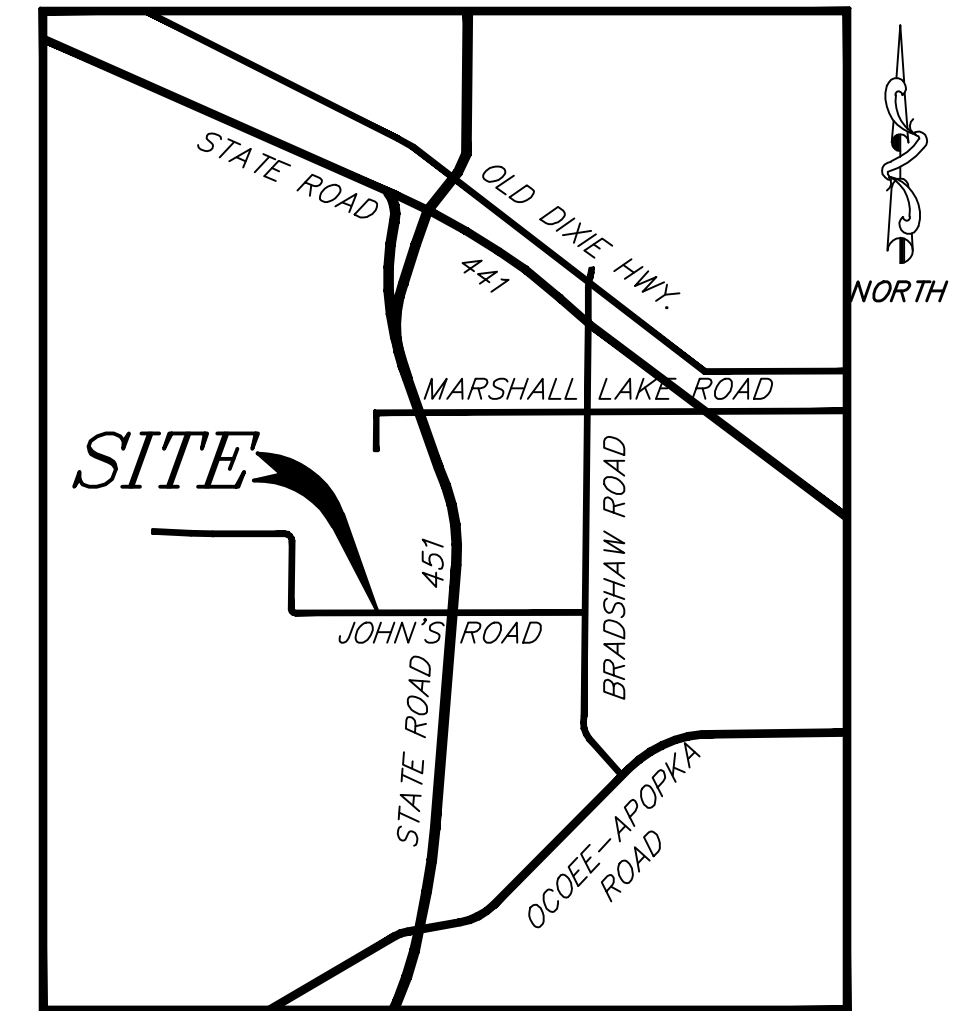
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°49'08" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 486.58 FEET, TO A POINT LYING ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 451, PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604; THENCE RUN NORTH 05°01'30" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 361.29 FEET, SAID POINT LIES ON THE SOUTH RIGHT-OF-WAY LINE OF JOHN'S ROAD, AS DESCRIBED IN THAT CERTAIN RIGHT-OF-WAY AGREEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1981, PAGE 295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°49'08" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE, 203.84 FEET; THENCE RUN NORTH 00°12'09" EAST, ALONG THE WEST LINE OF SAID AGREEMENT, 18.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°49'08" WEST; 127.27 FEET; THENCE RUN SOUTH 00°10'52" WEST, 2.49 FEET; THENCE RUN NORTH 88°14'07" WEST, 4.89 FEET; THENCE RUN NORTH 00°10'52" EAST, 2.35 FEET; THENCE RUN NORTH 89°49'08" WEST, 527.68 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE RUN NORTH 00°14'00" EAST, ALONG SAID WEST LINE, 42.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°49'08" EAST, 868.72 FEET TO A POINT LYING ON AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 451; THENCE RUN SOUTH 05°01'14" WEST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 30.11 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF AFORESAID JOHN'S ROAD, AS DESCRIBED IN THAT CERTAIN RIGHT-OF-WAY AGREEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1981, PAGE 295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°49'08" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID AGREEMENT, 206.37 FEET; THENCE RUN SOUTH 00°12'09" WEST, ALONG THE WEST LINE OF SAID AGREEMENT, 12.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND, LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA, AND CONTAINS 0.780 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, BEING NORTH 89°49'08" WEST.
- (2) THE PROPERTY DESCRIBED HEREON IS VESTED IN CITY OF APOPKA PURSUANT TO FLORIDA STATUTE 95.361 AND HAS BEEN MAINTAINED FOR A PERIOD OF SEVEN YEARS BY THE CITY OF APOPKA.
- (3) JOHN'S ROAD AS DESCRIBED HEREON, HAS EXISTED IN ITS PRESENT LOCATION AS INDICATED HEREON AND CLEARLY APPEARS IN AERIAL PHOTOGRAPHS MADE FROM 2006 TO 2017. THE STREET PROVIDES ACCESS FROM BRADSHAW ROAD AND HAS BEEN USED BY THE PUBLIC, GENERALLY AND MORE PARTICULARLY BY THE RESIDENTS OF THE IMMEDIATE AREA.

LINE	BEARING	LENGTH
L-1	N00°12'09"E	18.00'
L-2	N00°14'00"E	42.00'
L-3	S05°01'14"W	30.11'
L-4	S00°12'09"W	12.00'



- LEGEND**
- P.O.C. - POINT OF COMMENCEMENT
 - P.O.B. - POINT OF BEGINNING
 - O.R.B. - OFFICIAL RECORDS BOOK
 - PG.(S) - PAGE(S)
 - SEC. - SECTION
 - C.C.R. - CERTIFIED CORNER RECORD
 - R/W - RIGHT-OF-WAY
 - LS. - LICENSED SURVEYOR
 - LB. - LICENSED BUSINESS
 - P.R.M. - PERMANENT REFERENCE MONUMENT
 - CM - CONCRETE MONUMENT
 - OP - POWER POLE
 - GA - GUY ANCHOR
 - GP - GUY POLE
 - MB - MAIL BOX
 - TB - TELEPHONE BOX
 - EB - ELECTRIC BOX
 - SM - STORM MANHOLE
 - FH - FIRE HYDRANT
 - W - WELL
 - S - SIGN
 - C.L.F. - CHAIN LINK FENCE
 - F.K.A. - FORMERLY KNOWN AS
 - N&D - NAIL AND DISK

PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

P.O.C.
NE CORNER
SEC. 17-21-28
FOUND 6"X 6" CM.
WITH 1" I.P.
C.C.R. # 082628

Backup material for agenda item:

1. Ordinance No. 2603 – Second Reading - Annexation - Legislative
Project: Irmalee Lane Right-of-Way, located north of McCormick Road and east of State Road 429.

David Moon



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: October 18, 2017
FROM: Community Development
EXHIBITS: Ordinance No. 2603
Vicinity Map

SUBJECT: 2017 ANNEXATION – CYCLE NO. 4

REQUEST: SECOND READING AND ADOPTION OF ORDINANCE NO. 2603 – IRMALEE LANE ANNEXATION.

SUMMARY:

OWNER: Orange County Board of County Commissioners
APPLICANT: City of Apopka Community Development Department
LOCATION: North of McCormick Road and East of State Road 429
EXISTING USE: Public Road
TRACT SIZE: 6.5 +/- acre

ADDITIONAL COMMENTS: The proposed annexation will result in a change of ownership for the Irmalee Lane Public Right-of-Way from the Orange County Board of County Commissioners to the City of Apopka.

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 July 18, 2017.

DULY ADVERTISED:

September 15, 2017
September 29, 2017
November 3, 2017

PUBLIC HEARING SCHEDULE:

October 4, 2017 (1:30 pm) - City Council 1st Reading
October 18, 2017 (7:00 pm) - City Council 2nd 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 annexation for the Irmalee Lane Public Right-of-Way.

The **City Council**, at its meeting on October 4, 2017, accepted the First Reading of Ordinance No. 2603 and held it over for Second Reading and Adoption on October 18, 2017

Adopt Ordinance No. 2603.

VICINITY MAP
Irmalee Lane Public Right-of-Way



ORDINANCE NO. 2603

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 PUBLIC RIGHT-OF- WAY KNOW AS IRMALEE LANE SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, LOCATED GENERALLY EAST OF STATE ROAD 429 AND NORTH OF MCCORMICK ROAD, AND COMPRISED OF APPROXIMATELY 6.5 ACRES; OWNED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Orange County Board of County Commissioners has requested that the City of Apopka, Florida, annex the Irmalee Lane Right-of-Way located east of State Road 429 and north of McCormick 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, totaling 6.5 +/- acre, 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: Provided within Exhibit "A".

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. 2603
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: October 4, 2017

READ SECOND TIME
AND ADOPTED: October 18, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: August 25, 2017, September 8, 2017

Exhibit "A"

Description of Public "Right-of-Way": Irmalee Lane

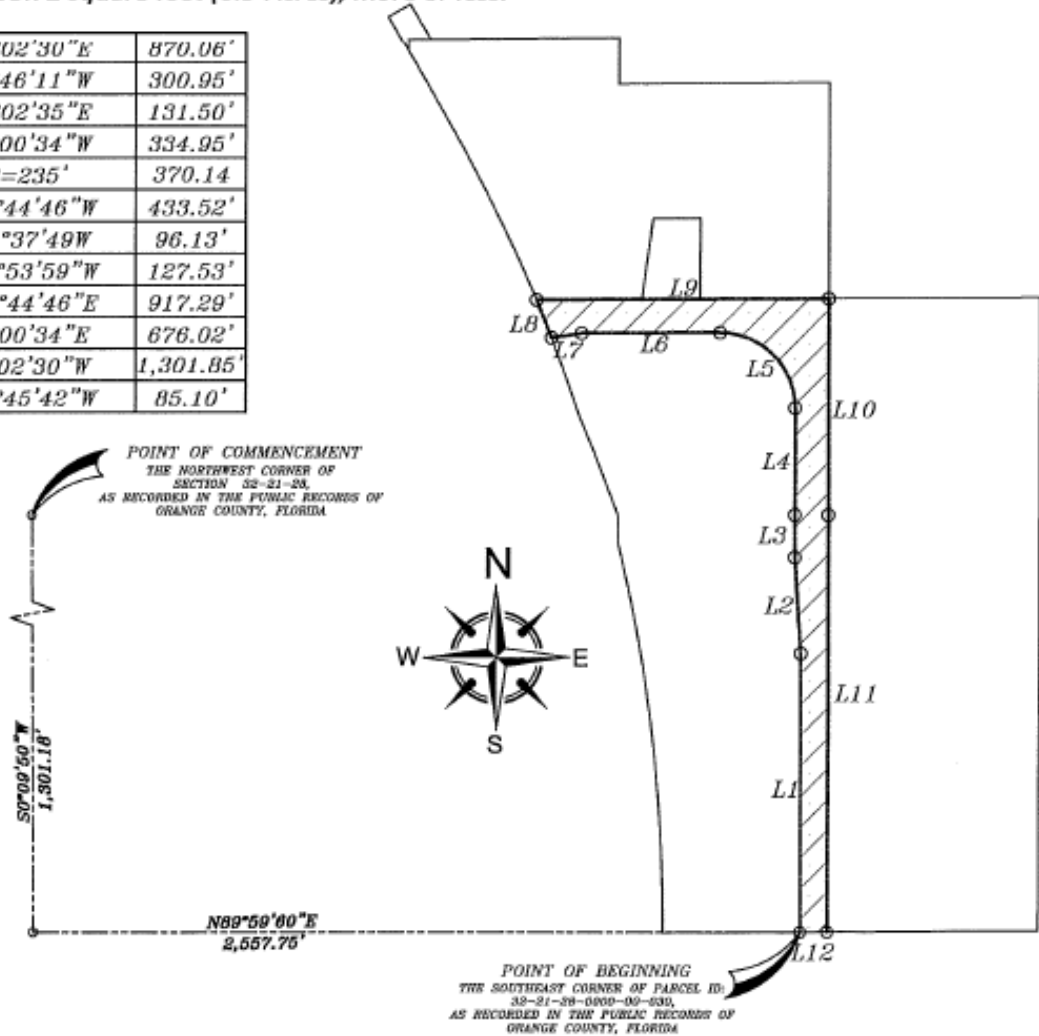
Owner: Orange County

A Public "Right-of-Way" as recorded in the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Section 32-21-28, as recorded in the Public Records of Orange County, Florida; thence South $0^{\circ}09'50''$ West, a distance of 1,301.18 feet along the Western line of said section; thence North $89^{\circ}59'60''$ East, a distance of 2,557.75 feet; said point being the POINT OF BEGINNING; thence North $0^{\circ}02'30''$ East, a distance of 870.06 feet; thence North $3^{\circ}46'11''$ West, a distance of 300.95 feet; thence North $0^{\circ}02'35''$ East, a distance of 131.50 feet; thence North $0^{\circ}00'34''$ West, a distance of 334.95 feet; thence a Radius of 235 feet a distance of 370.14 feet; thence South $89^{\circ}44'46''$ West, a distance of 433.52 feet; thence South $81^{\circ}37'49''$ West, a distance of 96.13 feet; thence North $21^{\circ}53'59''$ West, a distance of 127.53 feet; thence North $89^{\circ}44'46''$ East, a distance of 917.29 feet; thence South $0^{\circ}00'34''$ East, a distance of 676.02 feet; thence South $0^{\circ}02'30''$ West, a distance of 1,301.85 feet; thence South $89^{\circ}45'42''$ West, a distance of 85.10 feet.

Containing 283,165.72 square feet (6.5-Acres), more or less.

L1	$N0^{\circ}02'30''E$	870.06'
L2	$N3^{\circ}46'11''W$	300.95'
L3	$N0^{\circ}02'35''E$	131.50'
L4	$N0^{\circ}00'34''W$	334.95'
L5	$R=235'$	370.14
L6	$S89^{\circ}44'46''W$	433.52'
L7	$S81^{\circ}37'49''W$	96.13'
L8	$N21^{\circ}53'59''W$	127.53'
L9	$N89^{\circ}44'46''E$	917.29'
L10	$S0^{\circ}00'34''E$	676.02'
L11	$S0^{\circ}02'30''W$	1,301.85'
L12	$S89^{\circ}45'42''W$	85.10'



Backup material for agenda item:

2. Ordinance No. 2602 – First Reading – Corrective Ordinance – Kelly Park Crossing DRI-DO - Quasi-Judicial
James Hitt
Project: Kelly Park Crossing Development of Regional Impact Development Order.



CITY OF APOPKA CITY COUNCIL

PUBLIC HEARING
 SITE PLAN
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: October 18, 2017
FROM: Community Development
EXHIBITS: Ord. No. 2602
Exhibit A-description & Map
Exhibit B-Development Order (DO)
Exhibit C- DO clean copy

SUBJECT: CORRECTIVE ORDINANCE FOR THE KELLY PARK CROSSING DEVELOPMENT OF REGIONAL IMPACT (DRI) DEVELOPMENT ORDER, FIRST AMENDMENT

REQUEST: FIRST READING OF ORDINANCE NO. 2602 – OF THE PROPOSED CORRECTIVE ORDINANCE TO THE KELLY PARK CROSSING DEVELOPMENT OF REGIONAL IMPACT (DRI) DEVELOPMENT ORDER, FIRST AMENDMENT

SUMMARY:

OWNERS: Several property owners as identified with the DRI Application for Development Approval

APPLICANT: Rochelle Holdings, LLC – Project Orlando, LLC

LOCATION: Location identified on maps within exhibits of the Development Order (DO)

EXISTING USE: Vacant land; agriculture; single family homesteads

FUTURE LAND USE: Mixed Use Interchange (as Set Forth within Exhibit B & C of the Development Order). This amendment does not change the approved land use, development densities or intensities, or development profile.

PURPOSE: Corrective Ordinance for the following items:
a. Name in the title blocks returned to *Project Orlando LLC*
b. Page Numbers added to DO
c. Item numbering corrected

ACREGE: 564 +/- acres (No change)

QUICK FIND: Pages of the Development Order where corrections are located: Ord. No. 2602 and Development Order (Exhibit B & C) title blocks; DO page 4; DO page 19 start item number corrections at #14 Affordable Housing, (23 items, not 22).

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

Last May 17, 2017 Apopka approved Ord. No. 2564 as the first amendment to the Development Order (original Ord. No. 2230).

In reviewing the Ordinance 2564, staff recognized that the Developer name *Project Orlando, LLC* had been switched between the first reading and second reading, to *Rochelle Holdings, LLC*, at the request of Jeff Welch from Rochelle Holdings, LLC. The second reading was advertised with that name, but since Rochelle Holdings, LLC is not an owner in the DRI, the change should not have been completed. Basically, *Project Orlando, LLC* should have been left in the titles.

In addition, page numbers in the Development Order (DO) were omitted and the item numbers were miss-numbered 1-22, rather than 1-23.

Ordinance No. 2602 is considered a corrective ordinance which was reviewed by the State’s Department of Economic Opportunity (DEO). The proposed changes reviewed included putting back *Project Orlando, LLC* into the titles; page numbers missing; and, the item numbers were not correct after number 14 Affordable Housing (content was correct). Advertising is consistent with Apopka’s approved process. This Ordinance No. 2602 is considered an (e)2.a. amendment pursuant to Section 380.06(19)(e)2.a, Florida Statutes.

All the remaining data and text remains the same in the Development Order.

Three things are completed with this corrective Ordinance No. 2602:

- Name in the title block is back to *Project Orlando LLC*
- Page Numbers added to DO
- Item numbering corrected.

RECOMMENDATION ACTION:

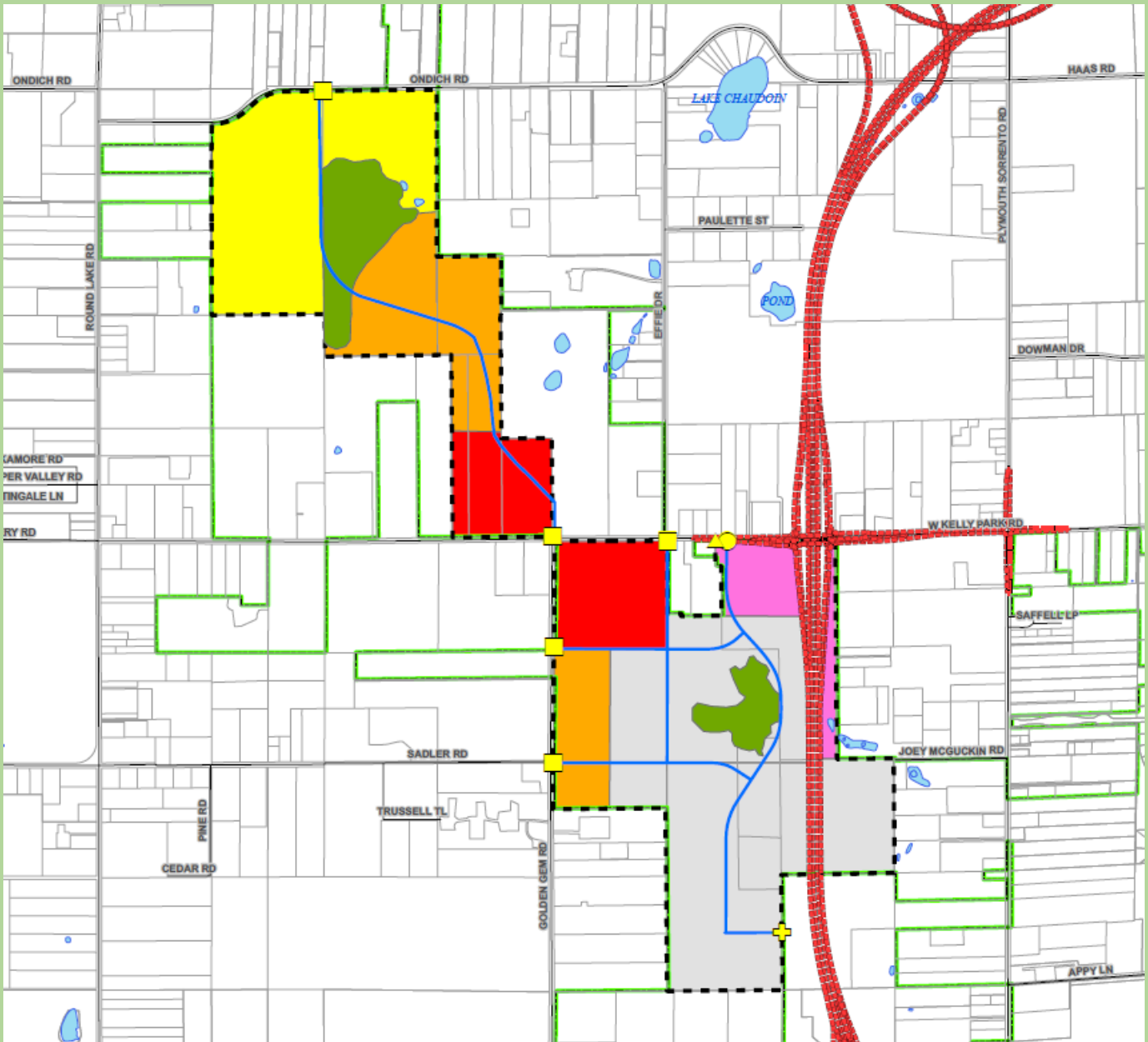
Corrective items to be approved:

- Title blocks in Ord. 2602 and the Development Order (Exhibit B) returned to *Project Orlando, LLC*.
- Development Order – page numbers added.
- Item numbers 1-23 corrected from 1-22, starting at # 14 Affordable Housing.

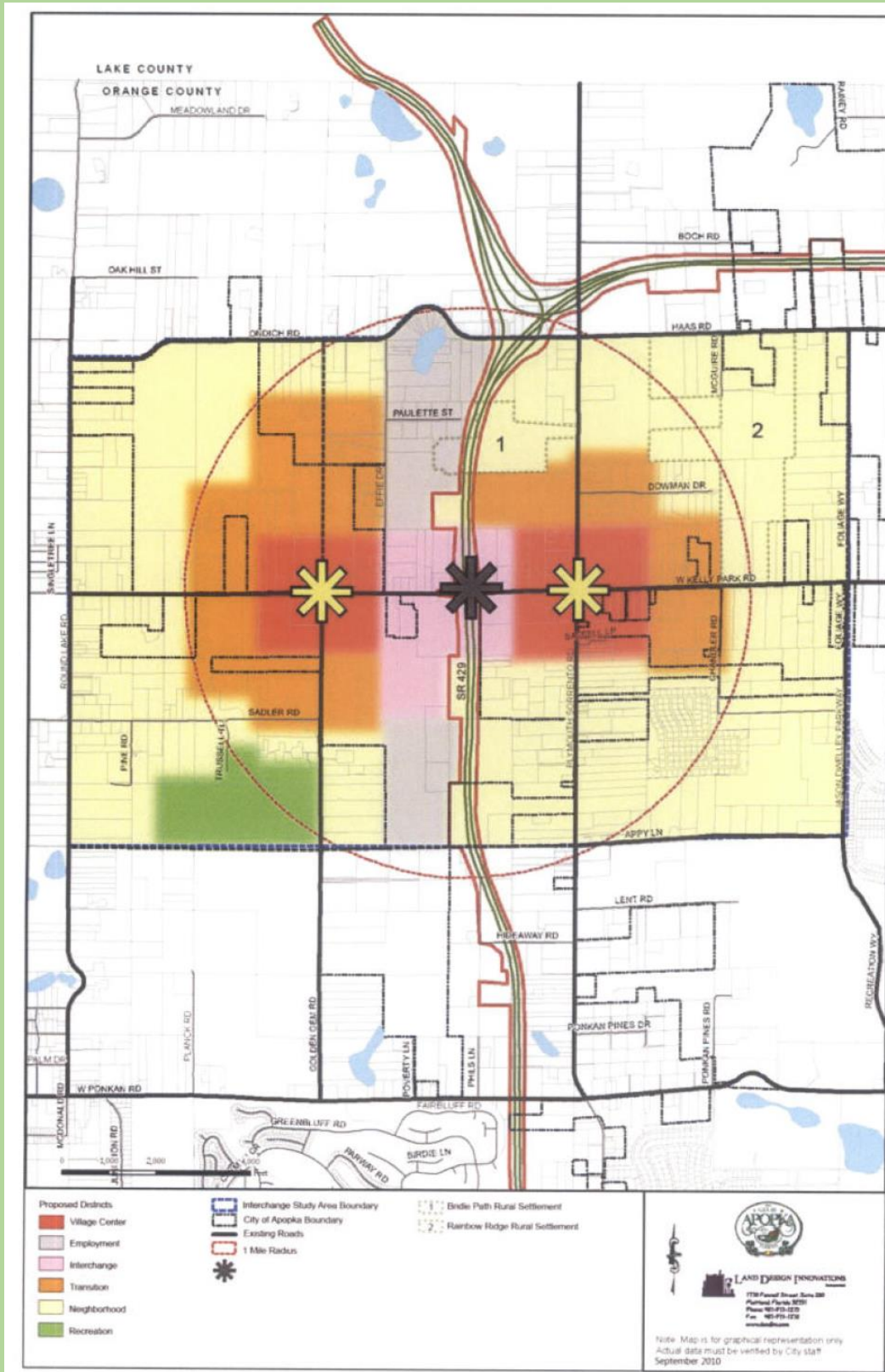
Accept the First Reading of Ordinance No. 2602 and hold it Over for Second Reading and Adoption on November 1, 2017.

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.

VICINITY MAP



WEKIVA PARKWAY INTERCHANGE VISION PLAN



ORDINANCE NO. 2602

AN ORDINANCE AMENDING AND CORRECTING ORDINANCE NO. 2564; AMENDING AND CORRECTING THE FIRST AMENDMENT TO THE KELLY PARK CROSSING DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER; CLARIFYING THAT PROJECT ORLANDO, LLC IS THE APPLICANT AND DEVELOPER FOR THE KELLY PARK CROSSING DEVELOPMENT OF REGIONAL IMPACT; CORRECTING ORDINANCE NO. 2564 BY REPEALING AND REPLACING SAME AND REPEALING AND REPLACING ORDINANCE NO. 2230; AND PROVIDING AN EFFECTIVE DATE.

This is a Corrective Ordinance amending and correcting Ordinance No. 2564, and the First Amendment to the Development Order for the Kelly Park Crossing Development of Regional Impact (“DRI” or “Kelly Park Crossing DRI”) adopted May 17, 2017.

WHEREAS, the original Development Order for the DRI was adopted by the City Council of the City of Apopka by Ordinance No. 2230 on December 21, 2011 (the “2011 Development Order”) concerning a mixed use project located on approximately 564 acres in the City as more particularly described on **Exhibit “A”** attached hereto (hereinafter referred to as the “DRI Property”); and

WHEREAS, Ordinance No. 2230 adopted the 2011 Development Order; and

WHEREAS, Project Orlando, LLC was and is the “Applicant” and “Developer” for the DRI (hereinafter referred to as the “Applicant/Developer”); and

WHEREAS, the Applicant/Developer is desirous of developing the Kelly Park Crossing DRI as a mixed use development consisting of office, retail, light industrial, residential, institutional, hospital, community college, hotel and as otherwise allowed through the 2011 Development Order; and

WHEREAS, prior to adoption of Ordinance No. 2564 on May 17, 2017, the Applicant/Developer requested amendments to the 2011 Development Order pursuant to Section 380.06, Florida Statutes, some of which amendments were not a part of or included in the Notice

of Proposed Change (“NOPC”) to the 2011 Development Order; and

WHEREAS, the City processed the Applicant/Developer’s request for amendments, some of which amendments were reviewed by the East Central Florida Regional Planning Council (ECFRPC), the Development and Review Committee of the City of Apopka, the City of Apopka Planning Commission, and the City Council of the City of Apopka; and

WHEREAS, on May 17, 2017, the City of Apopka adopted Ordinance No. 2564 which amended, repealed and replaced Ordinance No. 2230 with the First Amendment to the Kelly Park Crossing Development of Regional Impact (the “Amended Development Order”); and

WHEREAS, Ordinance No. 2564, as adopted, contained an error in its title; and

WHEREAS, the Amended Development Order adopted by Ordinance No. 2564 contained errors regarding the identity of the Applicant/Developer; and

WHEREAS, these errors were not present or included in the proposed amendments to the 2011 Development Order as set forth in the NOPC reviewed by ECFRPC, the Development and Review Committee of the City of Apopka, the City of Apopka Planning Commission at its public hearing on April 11, 2017, and the City Council of the City of Apopka at its first reading of Ordinance No. 2564 on May 3, 2017; and

WHEREAS, these errors were introduced into Ordinance No. 2564 and the Amended Development Order immediately prior to second reading by the City Council of the City of Apopka on May 17, 2017; and

WHEREAS, specifically in error, the title of Ordinance No. 2564 provides that it was made and entered into between the City and Rochelle Holdings, LLC, while the recitals of Ordinance No. 2564 state that Project Orlando, LLC is the “Applicant” for the Amended Development Order; and

ORDINANCE NO. 2602
KELLY PARK CROSSING - DEVELOPMENT OF REGIONAL IMPACT, FIRST AMENDMENT -
CORRECTED
PAGE 3

WHEREAS, specifically in error, the Amended Development Order attached to Ordinance No. 2564 states that the Amended Development Order is made and entered into between the City and Rochelle Holdings, LLC; and

WHEREAS, specifically in error, the recitals of the Amended Development Order attached to Ordinance No. 2564 state that the “Applicant” and “Developer” of the DRI is Rochelle Holdings, LLC; and

WHEREAS, the Amended Development Order contained typographical errors such as misnumbered pages and sections; and

WHEREAS, this Ordinance (Ordinance No. 2602) is intended to amend and correct these errors and amend and correct the Amended Development Order to read as intended for adoption by the City Council of the City of Apopka on May 17, 2017; and

WHEREAS, attached hereto as **Exhibit “B”** is a document correcting the title and “whereas” clauses of the Amended Development Order and correcting errors in the body of the Amended Development Order to read substantively as it should have been adopted by Ordinance No. 2564 (with changes to the 2011 Development Order identified in ~~strike through~~ and underline); and

WHEREAS, **Exhibit “C,”** attached hereto, is a clean version of and incorporates the amendments shown in **Exhibit “B,”** and shall heretofore be referred to as the “Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact;” and

WHEREAS, the substantive provisions of the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact were reviewed by ECFRPC and comments were provided to the Applicant/Developer and the City of Apopka on December 22, 2016; and

WHEREAS, the substantive provisions of the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact were coordinated by the City and the Applicant/Developer with the City’s Comprehensive Plan including the Wekiva Parkway Interchange Vision Plan, and

WHEREAS, all public hearings as required by Chapter 380.06, Florida Statutes have been duly held affording the public and all affected parties an opportunity to be heard and to present evidence; and

WHEREAS, this Ordinance (Ordinance No. 2602) is intended to repeal and replace Ordinance No. 2564, which repealed and replaced Ordinance No. 2230; and

WHEREAS, **Exhibit “C”** shall be adopted and heretofore referred to as the “Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact.”

LEGISLATIVE UNDERSCORING: Underlined words constitute additions and ~~striketrough~~ constitutes deletions from the 2011 Development Order, as identified within Exhibit “B.” Exhibit “C” is a clean version of the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact as amended and corrected by this Ordinance (Ordinance No. 2602).

NOW THEREFORE, be it ordained by the City Council of the City of Apopka that based upon the findings of fact and conclusions of law set forth below and subject to the terms and conditions which follow, the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact attached hereto as **Exhibit “C”** is hereby approved and amended accordingly pursuant to the provisions of Section 380.06, Florida Statutes, and other applicable State laws and the Comprehensive Plan and Ordinances of the City of Apopka.

SECTION 1. The above recitals are incorporated herein by reference.

SECTION 2. Findings of Fact and Conclusions of Law.

ORDINANCE NO. 2602
KELLY PARK CROSSING - DEVELOPMENT OF REGIONAL IMPACT, FIRST AMENDMENT -
CORRECTED
PAGE 5

1. The Applicant/Developer filed the ADA (Application for Development Approval) with the City and with the ECFRPC as well as Department of Community Affairs (now the Department of Economic Opportunity) pursuant to Chapter 2011, Laws of Florida the” Community Planning Act” and State and Federal agencies and citizen groups as directed by the ECFRPC.
2. The City Council of the City of Apopka adopted the Development Order for Kelly Park Crossing DRI on December 21, 2011 through Ordinance No. 2230.
3. The Applicant/Developer is the owner of the real property identified herein or has the authority to file the ADA and is authorized to obtain a development order pursuant to Chapter 380.06 Florida Statutes.
4. The DRI and area affected by the amendment is not located in an area designated as an Area of Critical State Concern.
5. The DRI and the amendment is consistent with the adopted State Comprehensive Plan
6. The DRI and amendment including the proposed floor area ratios is consistent with the City Comprehensive Plan.
7. The DRI is consistent with the Land Development Code in effect as of the date of the adoption of this Ordinance.
8. The DRI is consistent with the report and recommendations of the ECFRPC submitted to the City in December, 2016.
9. This amendment to the DRI Development Order does not change any density or intensities of use, Map “H” Master Plan, or the development profile established in Ordinance No. 2230.

SECTION 3. Ordinance No. 2230 and Ordinance No. 2564 are both amended, repealed and replaced by this Ordinance (Ordinance No. 2602) and the Development Order contained herein

**ORDINANCE NO. 2602
KELLY PARK CROSSING - DEVELOPMENT OF REGIONAL IMPACT, FIRST AMENDMENT -
CORRECTED
PAGE 6**

as Exhibit “C” to this Ordinance is hereby adopted as the “Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact” and incorporated herein by reference.

SECTION 4. This Ordinance serves to clarify that Project Orlando, LLC is the Applicant and Developer for the DRI, and is the “Developer” of the DRI as defined in Chapter 380, Florida Statutes.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon passage and adoption.

READ FIRST TIME: October 18, 2017

READ SECOND TIME
AND ADOPTED: November 1, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

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

Cliff Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 6, 2017
October 20, 2017

Exhibit A

LEGAL DESCRIPTION:

SOUTH PARCEL:

A TRACT OF LAND LYING IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9192, PAGE 3515; OFFICIAL RECORDS BOOK 9022, PAGE 4867; OFFICIAL RECORDS BOOK 7529, PAGE 1955; OFFICIAL RECORDS BOOK 6844, PAGE 562; AND OFFICIAL RECORDS BOOK 9022, PAGE 4561, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°53'56" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 61, PAGE 315, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°29'41" WEST, ALONG SAID NORTHERLY EXTENSION LINE, 30.00 FEET TO THE POINT OF INTERSECTION OF THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD WITH THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 190, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN NORTH 89°53'56" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, AND ALSO ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE MAPS OF ORANGE COUNTY ROAD BOND PROJECT 49E, PAGES 164 THROUGH 172, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 1324.28 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251 AND ALONG THE SOUTHERLY AND EASTERLY LINES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7106, PAGE 2430 THE FOLLOWING COURSES: SOUTH 00°04'09" EAST, PARALLEL WITH AND 30.00 FEET EAST OF, BY PERPENDICULAR MEASURE, THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 853.18 FEET; THENCE, RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 160.19 FEET; THENCE RUN SOUTH 00°25'38" EAST, 30.00 FEET; THENCE RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 476.14 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 00°21'13" WEST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 579.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°53'56" WEST, ALONG THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 66.00 FEET; THENCE RUN NORTH 00°21'13" WEST, PARALLEL WITH AND 66.00

FEET EAST OF, BY PERPENDICULAR MEASURE, THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 300.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD; THENCE RUN ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE AFORESAID MAPS OF ORANGE COUNTY ROAD BOND PROJECT 49E, AND AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THE FOLLOWING COURSES:
NORTH 89°53'56" EAST, 620.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5759.65 FEET, A CENTRAL ANGLE OF 01°04'20", AN ARC LENGTH OF 107.79 FEET, A CHORD LENGTH OF 107.79 FEET, AND A CHORD BEARING OF NORTH 89°21'46" EAST TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1.01 FEET; THENCE RUN NORTH 88°20'48" EAST, 678.92 FEET TO POINT LYING ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°26'23" EAST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 2584.29 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 89°15'10" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 669.79 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE RUN SOUTH 00°20'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1344.79 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE RUN SOUTH 88°58'18" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1332.53 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1351.30 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 89°32'06" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1356.70 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN NORTH 00°29'50" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, A DISTANCE 2147.97 FEET TO THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°23'39" WEST, ALONG THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1321.35 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD; THENCE RUN NORTH 00°21'15" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 544.71 FEET; THENCE RUN NORTH 00°29'41" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE 2603.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

NORTH PARCEL:

A TRACT OF LAND LYING IN SECTIONS 11 AND 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9748, PAGE 6465; OFFICIAL RECORDS BOOK 9022, PAGE 3571; OFFICIAL RECORDS BOOK 9022, PAGE 4722; OFFICIAL RECORDS BOOK 6512, PAGE 3520; AND OFFICIAL RECORDS BOOK 9022, PAGE 4215, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°27'50" WEST, ALONG THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1182.82 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9748, PAGE 6465 AND ALSO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°27'50" WEST, ALONG SAID WEST LINE, 2144.38 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH LINE, 406.12 FEET TO A POINT LYING ON THE EAST LINE OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°22'27" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 0.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 89°15'33" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1078.73 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 498.24 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF SAID EAST ONE-HALF OF THE NORTHWEST QUARTER, 2239.19 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ONDICH ROAD, AS DESCRIBED IN DEED BOOK 984, PAGE 314, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD THE FOLLOWING COURSES: THENCE, FROM A TANGENT BEARING OF NORTH 89°15'33" EAST, RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH OF 474.14 FEET, A CHORD LENGTH OF 462.05 FEET, AND A CHORD BEARING OF NORTH 67°23'06" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°53'07" EAST, 69.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF

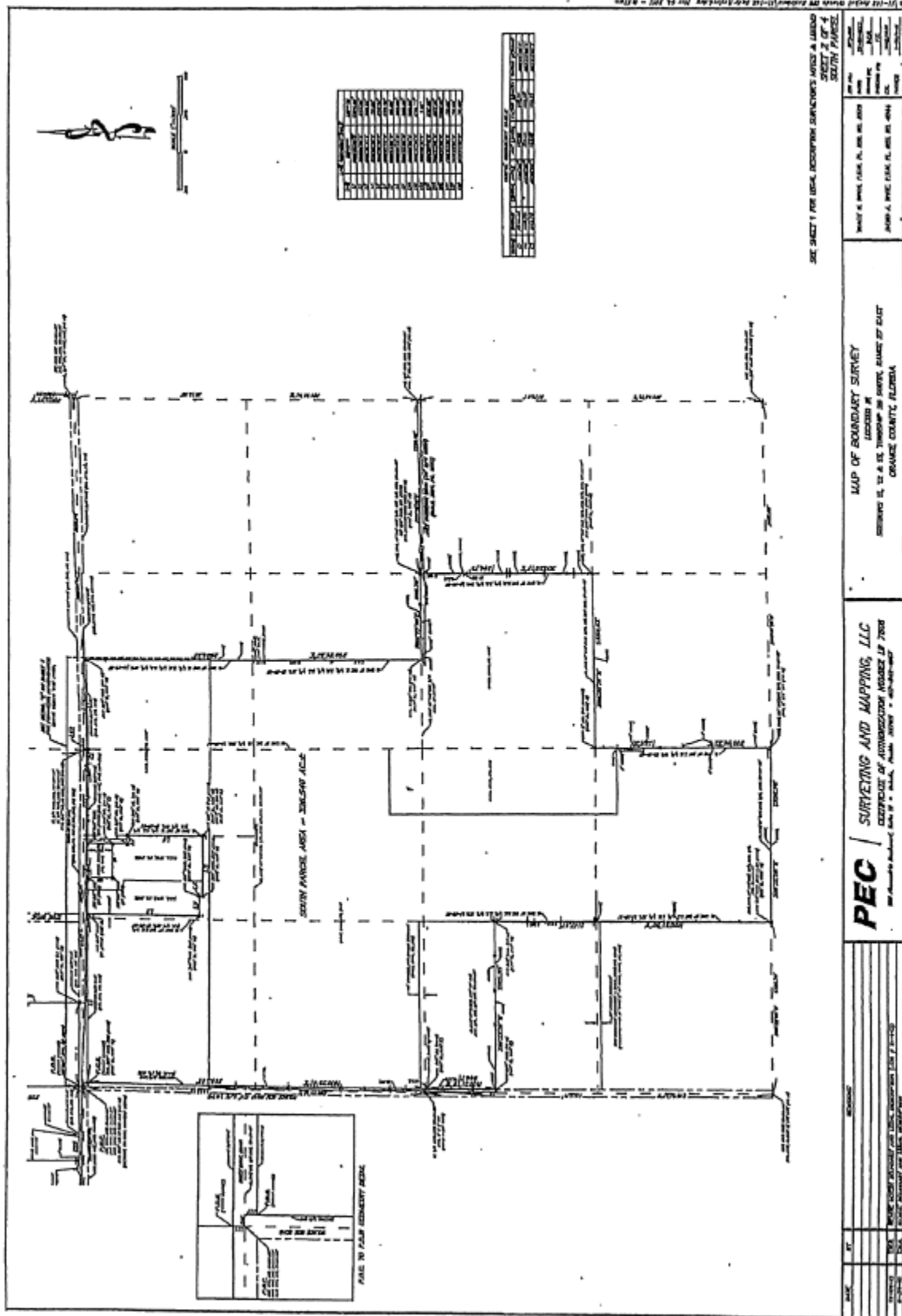
45°00'00", AN ARC LENGTH OF 427.02 FEET, A CHORD LENGTH OF 416.13 FEET, AND A CHORD BEARING OF NORTH 67°23'07" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°53'07" EAST, 462.90 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 11; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTH 89°08'52" EAST, PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1328.91 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE, DEPARTING THE AFORESAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1960.23 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, SAID CORNER ALSO LYING ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS 9022, PAGE 3571, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571 THE FOLLOWING COURSES: NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE NORTH LINE THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE RUN SOUTH 00°28'01" EAST, 634.56 FEET; THENCE RUN NORTH 89°30'17" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 12; THENCE RUN NORTH 89°12'49" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, DISTANCE OF 1313.70 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY LINE OF EFFIE DRIVE; THENCE, DEPARTING THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571, RUN SOUTH 00°02'47" EAST, ALONG SAID WEST MAINTAINED RIGHT-OF-WAY LINE, 15.00 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972; THENCE RUN SOUTH 89°12'49" WEST, ALONG SAID NORTH LINE, BEING 15.00 FEET NORTH OF THE NORTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER, BY PERPENDICULAR MEASURE, 1313.70 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN SOUTH 89°30'17" WEST, PARALLEL WITH AND 15.00 FEET FROM, BY PERPENDICULAR MEASURE, THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE EAST 589.09 FEET OF SAID NORTHEAST QUARTER OF SECTION 11; THENCE RUN SOUTH 00°28'01" EAST, ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF THE SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972, A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID DESCRIBED WEST LINE, PARALLEL WITH AND 589.09 FEET FROM, BY PERPENDICULAR MEASURE, THE SAID EAST LINE OF SAID SECTION 11, A DISTANCE OF 1481.61 FEET TO THE SOUTH LINE OF THE NORTH 150.00 FEET OF THE EAST 589.09 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST

**ORDINANCE NO. 2602, EXHIBIT A
KELLY PARK CROSSING - DEVELOPMENT OF REGIONAL IMPACT, FIRST AMENDMENT
PAGE 5**

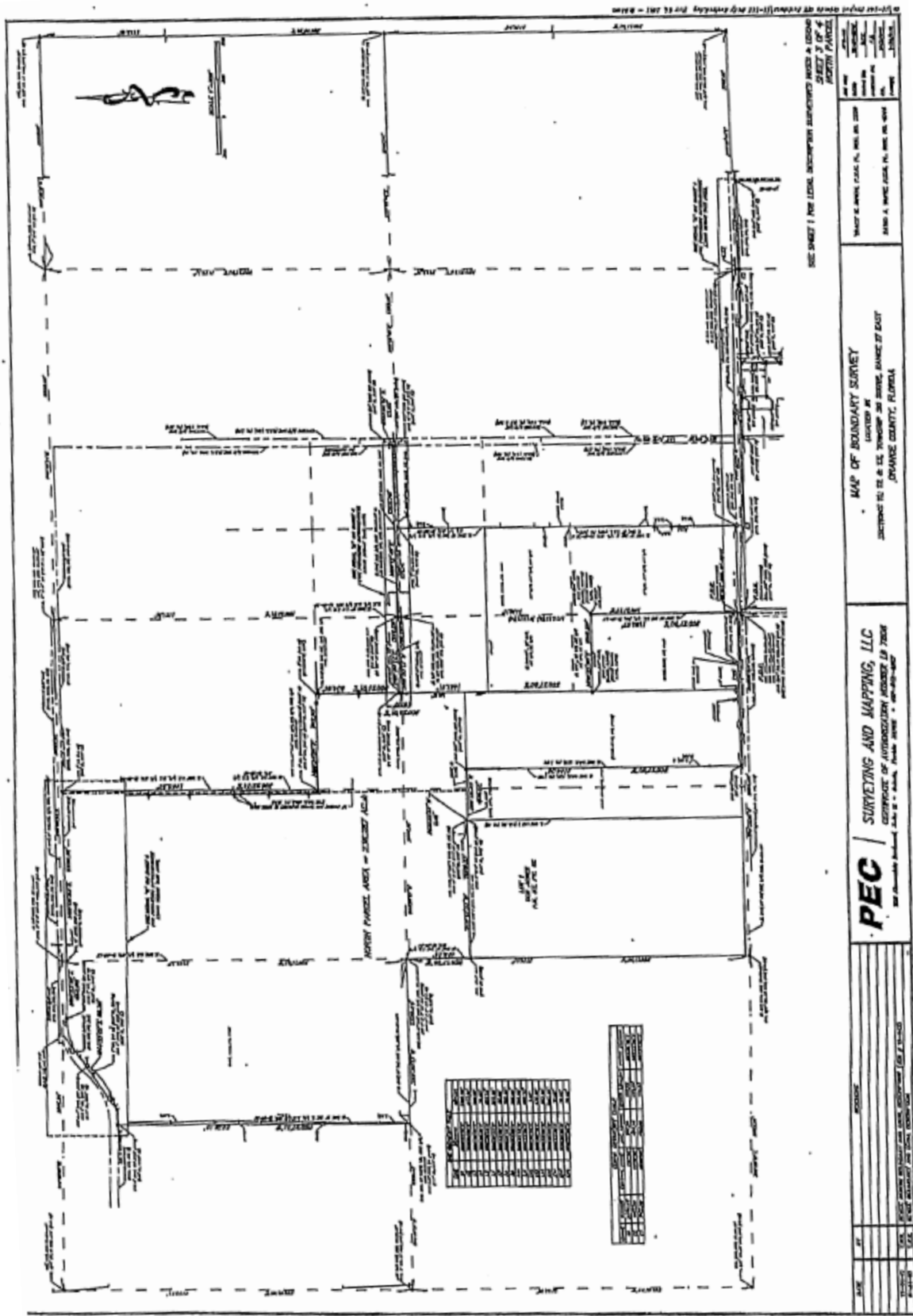
QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°21'20" EAST, ALONG SAID SOUTH LINE, 589.09 FEET TO THE EAST LINE OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID EAST LINE, 1150.07 FEET TO THE POINT OF BEGINNING.

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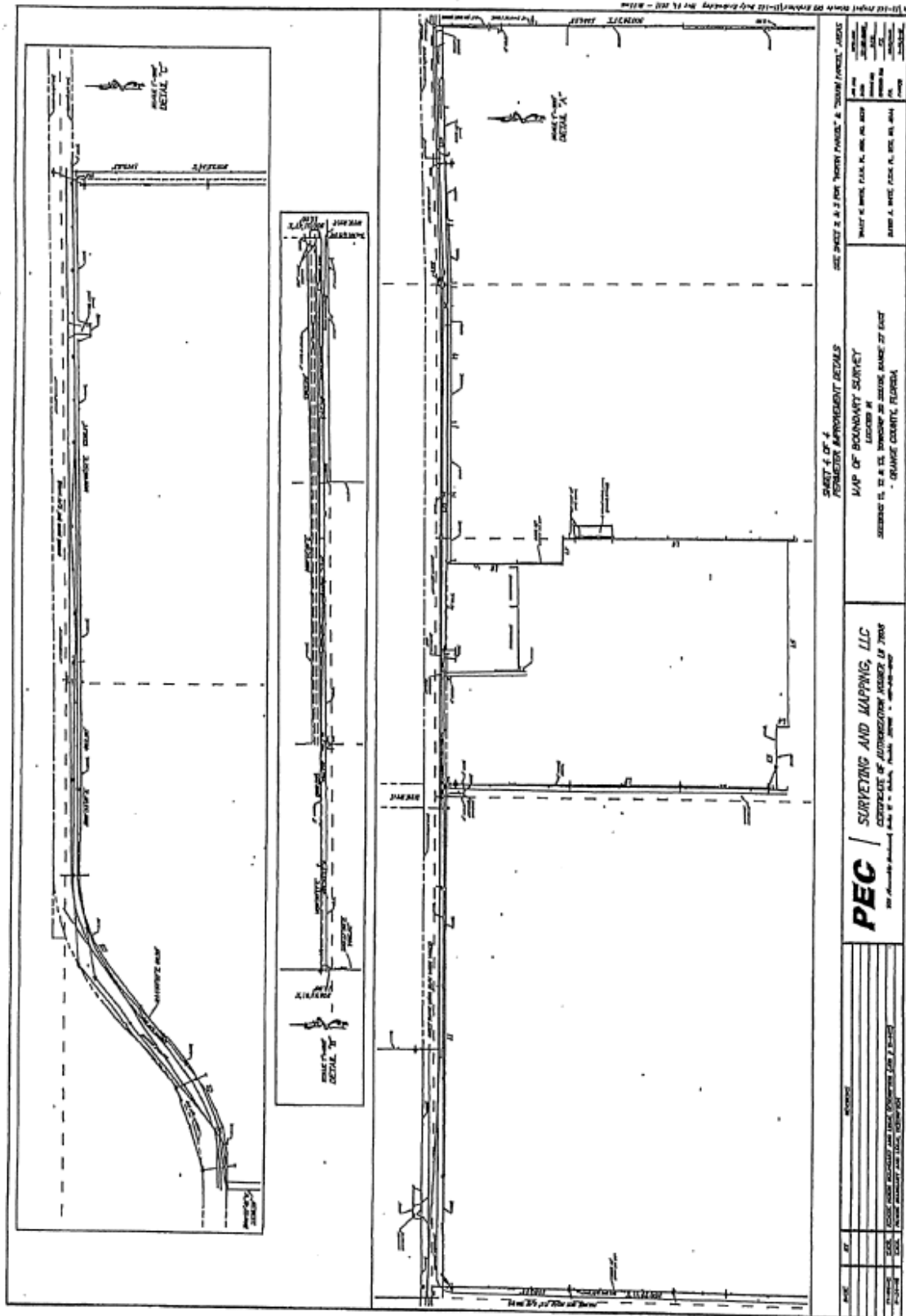
ORDINANCE NO. 2602, EXHIBIT A
 KELLY PARK CROSSING - DEVELOPMENT OF REGIONAL IMPACT, FIRST AMENDMENT
 PAGE 7



ORDINANCE NO. 2602, EXHIBIT A
 KELLY PARK CROSSING - DEVELOPMENT OF REGIONAL IMPACT, FIRST AMENDMENT
 PAGE 8



ORDINANCE NO. 2602, EXHIBIT A
 KELLY PARK CROSSING - DEVELOPMENT OF REGIONAL IMPACT, FIRST AMENDMENT
 PAGE 9



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 2602 Kelly Park Crossing Legal Description DO 11-1-2017.docx

**Corrected First Amendment to the
Kelly Park Crossing
Development of Regional Impact**

THIS DEVELOPMENT ORDER is ADOPTED this 1st day of November, 2017 and made effective as of May 17, 2017, by the CITY OF APOPKA, a municipal corporation organized under the Laws of the State of Florida, whose address is 120 East Main Street, Apopka, Florida, 32701-1229, hereinafter referred to as the “City”, upon request from PROJECT ORLANDO, LLC, a Florida limited liability corporation, whose address is 1900 Summit Tower Boulevard, Suite 820, Orlando, Florida. Project Orlando, LLC is hereinafter referred to as the “Applicant” and/or “Developer”.

WHEREAS, this Corrected Amended Development Order is for the Kelly Park Crossing Development of Regional Impact (“DRI” or “Kelly Park Crossing DRI”) and is referred to as the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact (hereinafter, the “Development Order”); and

WHEREAS, the Development Order concerns a mixed use project located on approximately 564 acres in the City, as more particularly described on **Exhibit A**, attached hereto and (hereinafter referred to as the “DRI Property”), and

WHEREAS, the Applicant for the DRI is Project Orlando, LLC, and for purposes of this Development Order and for Chapter 380, Florida Statutes, Project Orlando, LLC, constitutes the “Developer.” The agent for the DRI is Jeff Welch; and

WHEREAS, the Applicant is desirous of developing the Kelly Park Crossing DRI as a mixed use development consisting of office, retail, light industrial, residential, institutional, hospital, community college, and hotel; and

WHEREAS, the Applicant submitted an Application for Development Approval pursuant to Chapter 380.06, Florida Statutes on December 22, 2010, which was amended by the Response

to Requests for Additional Information, dated March, 2011, and the Second Response to Requests for Additional Information, dated June, 2011 (collectively, the “ADA”); and

WHEREAS, the ADA was reviewed and approved by the East Central Florida Regional Planning Council (“ECFRPC”) on August 17, 2011, and

WHEREAS, the ADA contained a master plan, identified as Map H herein and attached as **Exhibit B**, which was reviewed simultaneously with the ADA; and

WHEREAS, the ADA was coordinated by the City and the Applicant with the City’s adopted Comprehensive Plan including the Wekiva Parkway Interchange Vision Plan,

WHEREAS, all public hearings as required by Chapter 380.06, Florida Statutes, were duly noticed and held, affording the public and all affected parties an opportunity to be heard and to present evidence;

NOW, THEREFORE, be it resolved by the City Council of the City of Apopka, that based upon the findings of fact and conclusions of law set forth below and subject to the terms and conditions which follow, the ADA for Kelly Park Crossings, including Map H (**Exhibit B**), is hereby approved, pursuant to the provisions of Section 380.06, Florida Statutes, and other applicable state laws and the Comprehensive Plan, codes and ordinances of the City.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Applicant filed the ADA with the City and with the ECFRPC as well as Department of Community Affairs (now the Department of Economic Opportunity pursuant to Chapter 2011 Laws of Florida, the “Community Planning Act”) and State and Federal agencies and citizen groups as directed by the ECFRPC.

2. The Applicant is the owner of the real property identified herein, or has the authority to file the ADA and is authorized to obtain a development order pursuant to Chapter 380.06, Florida Statutes.
3. The DRI is not located in an area designated as an Area of Critical State Concern;
4. The DRI is consistent with the adopted State Comprehensive Plan.
5. The DRI including the proposed floor area ratios, is consistent with the City Comprehensive Plan.
6. The DRI is consistent with the Land Development Code.
7. The DRI is consistent with the report and recommendations of the ECFRPC submitted pursuant to subsection 380.06(12).

INDEX OF CONDITIONS

1. Application for Development Approval.....	5
2. Project Description.....	5
3. Rezoning.....	7
4. Form Based Code	8
5. Conversion of Uses.....	9
6. Vegetation and Wildlife.....	10
7. Recreation/Parks	13
8. Water Supply and Water Conservation.....	14
9. Wastewater Management.....	15
10. Stormwater Management.....	16
11. Energy & Technology.....	16
12. Solid Waste.....	16
13. Fire, Police, EMS.....	17
14. Affordable Housing.....	17
15. Education.....	17
16. Transportation.....	18
17. Historical and Archaeological Sites.....	32
18. Green Development Standards.....	33
19. Outdoor Lighting.....	33
20. Monitoring Official and Procedures.....	34
21. Phasing and Buildout.....	34
22. Biennial Reporting Requirement.....	35
23. Downzoning Protection.....	36

EXHIBIT LIST

Exhibit A – Property Description & Boundary Survey.....	39
Exhibit B – Master Development Plan Map	48
Exhibit C – Land Use Equivalency Matrix.....	49

CONDITIONS

1. **Application for Development Approval.** The DRI is approved subject to the following conditions:

A. The DRI Development Order shall govern the development of the DRI Property.

B. The Kelly Park Crossing DRI shall be developed in accordance with the information, data, plans and commitments contained in the ADA which includes supplemental information provided in the Responses to Requests for Additional Information all of which are incorporated herein by reference, unless otherwise provided by these recommendations. The final DRI Development Order shall prevail over any conflicting information, data, plan, or commitments. The second response shall prevail over the first response and the first response shall prevail over the original application. For purposes of this condition, the ADA shall consist of the following items:

- a. Application for Development Approval dated December 23, 2010
- b. Responses to Requests for Additional Information #1 dated March 29, 2011
- c. Responses to Requests for Additional Information #2 dated June 10, 2011

2. **Project Description.**

The DRI is designed to be a mixed-use, high density/intensity development centered around the Kelly Park Road interchange of the proposed Wekiva Parkway. As envisioned in the Wekiva Parkway Protection Act (§369.314, Florida Statutes et. seq.) and the City's Wekiva Parkway Interchange Vision Plan within the City Comprehensive Plan, the DRI Master Development Plan, attached as **Exhibit B**, calls for intense development proximate to the interchange with densities and intensities decreasing further from the interchange. Mixed use

buildings are allowed throughout the DRI except in those areas designated “Neighborhood” as depicted on Map H (**Exhibit B**). (Legal Description Exhibit A),

The development program presented by the Applicant and herein approved includes:

Land Use	Phase 1	Phase 2	Phase 3	Phase 4	Total Development	FAR	Approximate Acres*
Office	100,000 SF	540,000 SF	641,000 SF	639,996 SF	1,920,996 SF	0.4	84.25
Light Industrial	200,000 SF	3,330,000 SF	1,000,000 SF	727,200 SF	5,227,200 SF	0.6	178.00
Retail/Commercial	100,000 SF	450,000 SF	550,000 SF	272,140 SF	1,372,140 SF	0.3	77.00
Community College	130,680 SF	--			130,680 SF	0.3	20.00
Medical	--	250,000 SF	272,720 SF		522,720 SF	0.4	30.00
Residential	300 DU	400 DU	400 DU	450 DU	1,550 DU	10du/ac	58.00
<u>Conservation</u>							<u>*See footnote below.</u>
Parks	40 Acres	33 Acres	20.75 Acres	--	93.75 Acres	15 %	93.75
Institutional	50,000 SF	50,000 SF	60,000 SF	14,240 SF	174,240 SF	0.4	8.00
Hotel	--	100 RMS	100 RMS	200 RMS	400 RMS	0.4	15.00

(* Conservation land use is estimated at 35 to 45 acres and will be identified at the Master Site Plan submittal. Conservation acreage assigned internal to the DRI may result in reduced acreage for those land uses affected by the designation of conservation acreage. The acreage for any land use may be modified and the location of the conservation lands altered without the need for further development-of-regional-impact review if implemented by Condition 5 or 6 contained herein, as applicable. As set forth in Condition 5, designation of conservation lands may also be satisfied through off-site mitigation.)

~~(*Conservation land use (estimated at 35 to 45 acres) will be revised once the conservation lands are identified at Master Site Plan submittal. The acreage assigned to lands uses may~~

~~be increased and the location of the conservation lands altered without the need for further development of regional impact review if implemented by condition 5 contained herein.)~~

3. **Rezoning.**

A. The City acknowledges that the development of the DRI Property will occur over time and in phases. The City agrees that due to the size and scope of the proposed development, the duration of the phasing plan, and the uncertainties in the timeframe for construction of the Wekiva Parkway, the Applicant shall be entitled to effect a rezoning for specific parcels or increments of the DRI Property prior to physical development within increment being undertaken (“Incremental Rezoning”). Either before or at the time of submittal of an application for the first Incremental Rezoning, the Applicant shall also submit a conceptual rezoning master plan for the entire DRI Property which shall address conceptually the location of the various uses allowed, including common areas and open space, densities and intensities for permitted uses, traffic circulation for internal roadways, all in conformance with Map H (**Exhibit B**) and the ADA. Further refinement and detailing of the conceptual rezoning master plan as well as a demonstration of conformance with the City’s Land Development Code and the Form Based Code shall be demonstrated within each Incremental Rezoning application. Additionally, each Incremental Rezoning applicable to DRI Property located north of Kelly Park Road shall address the feasibility of establishing roadway connections to other properties designated on the Wekiva Parkway Interchange Vision Plan, and to establish future connection between the DRI and Round Lake Road. Nothing in this development order shall be construed in such a way as to require the

applicant/developer to purchase additional properties outside of the Kelly Park Crossing DRI in order to obtain such connections.

- B. The DRI Property is currently utilized for agricultural and silvicultural activities. To ensure compatibility between existing and proposed uses, no new or expanded agricultural or silvicultural activity may occur within one hundred (100) feet of those increments of the DRI Property rezoned pursuant to this section.
- C. The successful implementation of this development order is dependent upon rezoning(s) which, in turn, will require the successful implementation of agreements between the Applicant and City for water ,sewer, parks, and recreation, police and fire (generally referred to as “binding developer’s agreements). Such agreements are referenced throughout this development order. All such agreements shall be consistent with City requirements as may be identified in the City’s Land Development Regulations or other adopted ordinance as well as requirements established by State Law to include Chapter 380.06 (15)(e) 1.
4. **Form Based Code.** The Applicant shall be subject to the Form-Based Code being developed by the City for all lands within the Wekiva Parkway Interchange Vision Plan. The Form-Based Code shall include a master site plan development option (known as Option “B”) for non-residential development This Option shall be available for (1) development proposing building(s) exceeding 40,000 gross square feet of floor area for larger-scale commercial, industrial, and institutional uses; and (2). office parks, industrial parks, and retail centers greater than fifteen (15) acres in size, for college campuses (with or without on-site residential housing), hotel convention centers, and hospital campuses greater than eight (8) acres in size. The Option “B” master site plan shall be consistent with the Form-Based Code design

standards for this development option. This Option “B” master site plan shall demonstrate compatibility and connectivity with adjacent districts and road systems. The developer requesting an Option “B” master site plan shall demonstrate that average wages and salaries for jobs created by the new development are equal to or greater than the average wages and salaries existing in Apopka at the latest decennial U.S. Census or such other data as may be acceptable to the City.

5. **Conversion of Uses.**

- A. The Applicant may increase or decrease the amount of a particular land use within the approved development program by using the Equivalency Matrix attached as **Exhibit C**, which is based on equivalent peak hour directional trip ends and is included herein. In order to ensure that a mix of uses is maintained, use of the Equivalency Matrix may increase or decrease the total amount of each land use by no more than the amount provided for in the Land Use Mix Table at **Exhibit C**, and consistent with the substantial deviation criteria identified in Chapter 380.06(19)(b) 1-14, Florida Statutes, unless the Development Order is amended to accommodate such a change. Greater changes than those discussed above shall be considered cumulatively, and shall be subject to normal Development Order amendment processes.
- B. Additionally, changes in land use must address changes to potable water usage and identify if the potable water capacity and allocation under the applicable consumptive use permit are available. Any time the Equivalency Matrix is used, DEO, ECFRPC, the City, Orange County, the FDOT, the SJRWMD, and the School Board of Orange County must be provided notice of the proposal at least thirty (30) days in advance of the change. Use of the Equivalency Matrix will be reported on an individual and

cumulative basis and impacts documented in the biennial report. Any future Notice of Proposed Change (“NOPC”) shall incorporate any changes occurring due to the use of the Equivalency matrix.

6. **Vegetation and Wildlife.**

- A. **Listed Species.** Site development activities on the Property shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern (“listed species”) in contravention of applicable State or Federal laws. Should such listed species be at any time determined to be nesting or residing on, or otherwise significantly dependent upon the DRI site, the Applicant shall notify FWC, and or FWS, as applicable and to the extent required by laws and regulations, the Applicant shall cease all activities which might negatively affect that individual or population. The Applicant shall provide proper protection, to the satisfaction of all agencies with jurisdiction, as required by statute or regulation. "Harming" and "harassment" as used in this recommendation shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.
- B. **Preserve Areas.** The Applicant may **elect to** develop the 14 acres, currently designated on Map H (**Exhibit B**) as “preservation”, located south of Kelly Park Road, and, **if such an election is made, shall** ~~will~~ establish a preserve for the protection of gopher tortoises, Sherman’s fox squirrel and other listed species and indigenous wildlife in the northwest portion of the DRI as provided for in the report and recommendations of the ECFRPC.

Development of the 14-acre area is contingent on other necessary approvals for development (including those identified in this condition) being obtained from the

SJRWMD, the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, and the Department of Environmental Protection, as may be required by law.

Pursuing this option will add an additional 107 acres, less approximately a 300 foot strip along the eastern property boundary to access Ondich Road, to the 31 acre preserve in the northwest portion of the site and allow development of the 14-acre area near the proposed interchange.

As a part of the approval process for the conceptual rezoning master plan referenced in Condition 3 (A), the City and the Applicant shall reach an open space and parks agreement to preserve a minimum of 45 acres to a maximum of 107 acres for a preservation area. This agreement shall consider the appropriate acreage needs for a viable preservation area while also considering the park and open space needs for people who live and work within the Kelly Park DRI . The maximum preservation area obligation by the Applicant is 107 acres. Any acreage above the 45 minimum acres up to the maximum of 107 acres will receive a credit towards 50% of the open space requirements set forth in the Form-Based Code. Any land set aside for the minimum active recreation area shall not qualify as credit.

As an alternative to land preservation internal to the DRI, preservation may be satisfied through off-site preservation if an off-site mitigation program is jointly accepted by the City and FDEP after consultation with the FFWCC.

- C. If a preserve is established, the following principles and guidelines shall be applied via a management plan to be established by the Applicant, reviewed by State permitting agencies, the City, Orange County, and the ECFRPC, as a non-substantial deviation processed as a NOPC. The management plan does not relieve the Applicant of any State or Federal permitting requirements.
- a. The location of the preserve is to include the existing temperate hardwoods and the improved pasture west and north of the temperate hardwoods, in the northern portion of the development (approximately 100 acres).
 - b. Mowing, controlled burning or livestock grazing are to be utilized to maintain vegetation height suitable for gopher tortoises, Sherman's fox squirrels and foraging by sandhill cranes.
 - c. Pines, preferably longleaf pine, are to be planted in low densities to increase plant diversity and structure for nesting for Sherman's fox squirrel. Pines are not to be planted in densities that would impact gopher tortoises.
 - d. Pedestrian trails and trail infrastructure that do not impact listed species are recommended.
 - e. The road, currently shown on Map H (**Exhibit B**) shall be relocated such that it does not intersect the temperate hardwood area, but is moved eastward closer to the eastern property line.
 - f. Wetland buffers shall be consistent with the requirements of State permitting agencies or the requirements of the City, whichever is more stringent.
 - g. Drought tolerant plants adapted to site conditions shall be utilized.

- h. The Applicant shall identify recreation uses that will be allowed in conservation areas.

The Management Plan shall also include the following components:

- i. Provide for management of gopher tortoises consistent with applicable Florida law.
- j. Establish protocols for exotic and nuisance wildlife and plant control.
- k. Establish a bear management plan that provides educational materials for residents regarding deterrent methods to reduce human-bear conflicts, provide for a trash receptacle and dumpster program to manage potential bear and other wildlife intrusion and develop rules or ordinances that require business and residents to secure wildlife attractants to prevent potential conflicts with bears.
- l. Provide for future residents education regarding the purpose and methods of the management plan.
- m. Provide for installation of kestrel nesting boxes at an appropriate density consistent with the known kestrel population on-site, if any.
- n. Provide for the control of feral and free roaming cats to prevent the depredation of Sherman's fox squirrels and other listed species and indigenous wildlife as recommended by the FWC.
- o. Establish wildlife crossings on interior roads to maintain habitat connectivity where appropriate.
- p. Establish conservation easements and adequate funding to secure and manage preserved areas in perpetuity as needed to implement the management plan. Conservation easements will be conveyed to the SJRWMD, the City, Orange County, the Nature Conservancy, or Florida Audubon, or any other conservation organization whose purpose is the management and preservation of lands.

- q. Conduct biennial wildlife surveys to measure the preserve's success and provide for biennial reporting of the implementation and effectiveness of the management plan at the time of the biennial report.
- r. Develop a mechanism to make modifications to the management plan that are approved via permitting with such modifications being reported within the appropriate biennial report.

7. **Recreation/Parks**

The Applicant and the City shall enter into a binding developer's agreement to address the provision of parks and recreational facilities for the Kelly Park Crossing DRI prior to approval of the first Incremental Rezoning.

8. **Water Supply and Water Conservation**

- A. The City's consumptive use permit which expires on September 13, 2031, is anticipated to meet the needs of the City's projected population including the development generated by the DRI. However, each phase of the DRI, beyond phase 1 as identified in the Condition 2, Project Description, of this Development Order, shall proceed only upon confirmation of adequate water supply sources to support the development of said phase through the City's consumptive use permit or other sources that are approved by the SJRWMD.
- B. Reasonably available lower-quality sources of water, including storm water, surface water, and reclaimed water, must be distributed for use or used throughout the DRI in place of higher quality water sources according to the SJRWMD rules and applicable

state law. Storm water, surface water and reclaimed water shall be maximized as nonpotable water sources for irrigation.

- C. Any wells no longer in use within the DRI boundary shall be properly plugged and abandoned in accordance with SJRWMD rules and regulations. Any change in the use of the wells is subject to SJRWMD's approval of an appropriate CUP consistent with adopted SJRWMD rules.

- D. Each multifamily residential unit subject to an individual deed for property ownership and nonresidential multi-unit structures shall use submeters for potable water. Multifamily residential units not subject to individual deeds shall use master meters.

- E. . Development within the Kelly Park Crossing DRI shall comply with applicable provisions of the City's Landscape and Irrigation Ordinance No. 2069.

- F. The covenants, codes and deed restrictions shall require that only U.S. Environmental Protection Agency Water Sense-labeled water-conserving fixtures or equivalent performing fixtures shall be installed in all residential and nonresidential buildings and structures.

- G. The covenants, codes and deed restrictions shall require that only U.S. Environmental Protection Agency Energy Star-labeled water-conserving fixtures or equivalent performing fixtures shall be installed in all residential and nonresidential buildings and structures.

- H. The Applicant shall implement the water conservation practices described in the ADA and subsequent sufficiency responses to maximize water conservation and enhance water quality.
- I. The Applicant shall obtain water from the City subject to the City's rate resolutions and ordinances. The Applicant shall enter into an agreement with the City addressing the timing and funding of potable water and nonpotable water infrastructure projects that are needed to support the DRI.
- J. A distribution system for nonpotable water (i.e., storm water, surface water and reclaimed water) shall be installed concurrently with both residential and nonresidential development within the DRI. The Applicant and the City shall enter into an agreement addressing the timing and funding of the nonpotable water system. The nonpotable distribution system shall be developed parallel to and concurrently with the potable water distribution system for utilization. All irrigation systems installed in the development shall be designed to accept nonpotable water.

9. **Wastewater Management.**

- A. Development of the DRI shall proceed concurrent with the provision of adequate central sewer service meeting the adopted level of service standards in the City Comprehensive Plan. The Applicant shall enter into an agreement with the City addressing responsibility for the design, construction and funding of central sewer lines to service the DRI.

10. **Stormwater Management.**

- A. The stormwater management system shall be designed as a stormwater reuse system, when feasible, to maximize the amount of surface water that will be available for irrigation needs throughout the development.
- B. The Applicant will employ best management practices for erosion and turbidity control.
- C. Low Impact Development (LID) techniques are recommended for the stormwater system to the extent allowed by the SJRWMD. Consultation with the Program for Resource Efficient Communities at the University of Florida's Institute for Food and Agricultural Services is recommended.
- D. The Kelly Park Crossing DRI shall comply with applicable provisions of the City's Landscape and Irrigation Ordinance No. 2069.

11. **Energy & Technology.**

- A. Development within the DRI shall comply with the City's natural gas ordinance that is being developed. This requirement shall not be used to prohibit development until an ordinance is adopted. Any site plan or subdivision plan submitted within Kelly Park Crossing prior to such adoption will be vested from this ordinance.

12. **Solid Waste.** Development within the DRI shall occur consistent with the adopted level of service standards for solid waste identified in the City Comprehensive Plan. The handling, storage, transportation and disposal of any hazardous materials within the DRI will comply with local, state, and federal rules, regulations and laws. All users, generators and operators within the DRI property shall be required to adhere to all federal, state and local laws, codes,

ordinances, rules and regulations with respect to the use, management and disposal of hazardous waste.

13. **Fire, Police, EMS.** Police, fire and EMS service will be provided by the City. This condition does not preclude the application of interlocal agreements for mutual support.

The Applicant and the City shall enter into a binding developer's agreement to address the provision of fire, police, and EMS services for Kelly Park Crossing DRI, prior to the approval of the first Incremental Rezoning. Fire/Police/EMS Facilities sites constitutes an Institutional use for purposes of the development program at Condition 2.

14. **Affordable Housing.** The Affordable Housing Analysis prepared for the Kelly Park Crossing DRI ADA using the approved ECFRPC methodology concluded that affordable housing will be available at the conclusion of Phase 1. Additional studies shall be conducted for all future phases prior to their commencement. If the ECFRPC methodology is applied, compliance with the ECFRPC methodology shall also mean meeting the requirements to appropriately mitigate impacts for each phase as identified in said methodology. The Kelly Park Crossing DRI can mitigate for very low and/or low affordable housing deficiencies with accessory dwelling units only if found by the City to be consistent with existing zoning requirements and supporting land development regulations.

15. **Education.** The Kelly Park Crossing DRI shall enter an agreement with the Orange County School Board to address school capacity needs created by the DRI.

16. **Transportation.**

- a. The Kelly Park Crossing DRI shall be divided into the following vehicular traffic phases based on reaching any of the following thresholds or years, as indicated below.

Kelly Park Crossing DRI - Corrected First Amendment (Edit **EXHIBIT B**)

Phase & Year	Daily Trips	Daily Trips Cumulative	External* Daily Trips	External* Daily Trips Cumulative	Peak Hour Trips	Peak Hour Trips Cumulative	External* Peak Hour Trips	External* Peak Hour Trips Cumulative
Phase 1 <u>2023</u>	17,907**	17,907	16,121	16,121	1,497	1,497	1,332	1,332
Phase 2 <u>2028</u>	58,868	76,775	46,078	62,199	5,979	7,476	5,089	6,421
Phase 3 <u>2033</u>	40,708	117,483	32,375	94,574	4,215	11,691	3,507	9,928
Phase 4 <u>2038</u>	21,041	138,521	47,388	141,962	2,533	14,224	2,153	12,081

External trips reflect anticipated internalization reductions but not passer-by reductions

~~** The Kelly Park Crossing phase 1 is constrained by the City's comprehensive plan which limits the DRI to 7000 daily trips. However, the applicant's traffic study confirms that 17,907 trips can be accommodated on the roadway network. Therefore, the DRI is limited to 7,000 trips until such time as the City's comprehensive plan can be amended. If the amendment is approved, Phase 1 shall be 17,907 daily trips without the need to further amend this development order.~~ Mitigation for phase 1 development must be secured by a development agreement prior to commencement of phase 1 development. Subsequent to phase 1 but prior to the initiation of each phase thereafter as identified in the preceding paragraph, the Applicant shall conduct a monitoring/modeling (M&M) program. This program shall ascertain the Level of Service ("LOS") on facilities where the pending phase of (starting with phase 2) Kelly Park Crossing DRI is estimated to contribute an amount of traffic greater than or equal to five percent (5%) of the adopted LOS service volume. The methodology of the M&M program shall be agreed upon by the City, the ECFRPC, Orange County, Lake County, the Florida Department of Transportation ("FDOT"), and the Florida Department of Economic Opportunity and the Applicant. The depth of each M&M effort shall be similar to that required within an ADA (to include all subsequent phases for projected roadway adversity testing) but shall be consistent

with the requirements of the City Concurrency Management Systems (if in effect) as it relates to facilities within that jurisdiction. Empirical data will be required to be collected for the M&M program on facilities where it is estimated that the DRI contributes an amount of traffic greater than or equal to five percent (5%) of the adopted LOS maximum service volume. This ~~shall~~ may include an origin-destination survey to verify DRI trip distribution on the external roadway network no earlier than seventy-five percent (75%) through any applicable Phase. The origin-destination survey shall also verify the percentage of DRI trips that travel on the Wekiva Parkway. ~~Concurrent with the timing of the origin-destination study, A~~ trip generation and internal capture study shall be performed to verify trip generation and internal capture assumptions for the development. ~~A trip length study shall also be conducted to verify model results.~~ In the event that all parties cannot come to agreement on the methodology, the ECFRPC, FDOT, the City, Orange County and Lake County shall be the final arbiters. The City's decision shall be final as it relates to its facilities; if required by law, the FDOT's decision shall be final on the strategic intermodal system; Orange County's decision shall be final on Orange County facilities; Lake County's decision shall be final on Lake County facilities; and the ECFRPC's decisions shall be final as it relates to all other facilities. Each M&M program shall provide a roadway needs analysis for each future phase as well as the phase being tested for mitigation requirements.

The facilities to be monitored/modeled for the next phase shall include, but shall not be limited to, those segments of the regional roadways listed below and one segment beyond where the Kelly Park Crossing DRI phase is estimated to contribute a cumulative amount of traffic greater than or equal to five percent (5%) of the adopted LOS service volume. The analyzed

facilities will include signalized intersections and link analyses of collector and higher classified roadways and interchange ramps.

The City, the ECFRPC, Orange County, Lake County, FDOT, and DEO shall have the right to make reasonable requests for additional information from the Applicant to verify adherence to these provisions. The Applicant shall supply adequate information toward compliance with these requirements.

Candidate Roadways for Monitoring and Modeling

Roadway Facility	From	To
US 441	CR 473	Bradshaw Road
SR 46	US 441	CR 437 north
SR 429 (Expressway)	Florida's Turnpike	Apopka Bypass (John Land Expressway)
Wekiva Parkway	SR 429	Interstate 4
CR 435 (Rock Springs Road)	Kelly Park Road	Sandpiper Road
CR 435 (Park Avenue)	Sandpiper Road	Cleveland Street
CR 435 (Clarcona Road)	Cleveland Street	Clarcona-Ocoee Road
CR 437	CR 44A	Orange-Lake County Line
Plymouth – Sorrento Road	Orange-Lake County Line	US 441
Welch Road	Vick Road	Wekiva Springs Road
Binion Road/Orange Avenue	Apopka Ocoee Road	US 441
Errol Parkway	Lake Francis Drive	Lake Arden Drive
Golden Gem Road	Kelly Park Road	Ponkan Road
Haas Road	Plymouth Sorrento Road	Mt. Plymouth Road
Jason Dwelley Parkway	Kelly Park Road	Ponkan Road
Kelly Park Road	Round Lake Road	Rock Springs Road
Lake Francis Drive	Schopke Lester Road	Vick Road
Lester Road	Schopke Road	Plymouth Sorrento Road
Mt. Plymouth Road	Kelly Park Road	Lake County Line
CR 435	Orange County Line	SR 46
Ondich Road	Round Lake Road	Plymouth Sorrento Road
Ponkan Road	Orange Blossom Trail	Rock Springs Road
Round Lake Road	Ponkan Road	Wolf Branch Road
Sadler Avenue	Lake County Line	Orange Blossom Trail

Sadler Avenur/Sadler Road	Orange Blossom Trail	Round Lake Road
Vick Road	Old Dixie Highway	Ponkan Road
Wolf Branch Road	US 441	CR 437
Yothers Road	US 441	Plymouth Sorrento Road

- b. The Kelly Park Crossing DRI shall not commence beyond Phase 1 ~~(an equivalent of 1,332 external peak hour trip ends)~~ (as defined herein) into Phase 2 or into subsequent phases when service levels are below the minimum service level adopted in the applicable local government’s comprehensive plan during the peak hour and if the DRI ~~contributes, or~~ is projected to contribute with the next phase of traffic, five percent (5%) of the adopted LOS service volume of the roadway or intersection unless mitigation measures and/or improvements are secured and committed for completion of construction during the phase in which the impacts occur. Backlogged facilities shall be exempt from mitigation requirements. This shall be determined by the M&M program required in the preceding condition. The schedule of required roadway improvements shall be tied to the development level when the improvement is needed within each phase. The Development Order shall be amended to incorporate the required improvements and the commensurate trip level by which the improvement is needed to support DRI development.
- c. Adequate “secured and committed” mitigation measures shall include one of the following:
- i. A roadway improvement scheduled for construction within the first three (3) years of the appropriate local government’s adopted comprehensive plan capital

improvement element (or as otherwise provided in the applicable jurisdiction's capital improvement element) or; a roadway improvement scheduled for construction within the first three (3) years of the FDOT's five-year Work Program.

- ii. A binding, financially secured and irrevocable commitment by the Applicant or other appropriate persons or entities for the design, engineering, land acquisition and actual construction of the necessary improvements coupled with the posting of a cash bond, surety bond, irrevocable letter of credit, escrow account or other security in a form acceptable to the agency of jurisdiction within the next three (3) years and incorporated by reference into the development order.
 - iii. Any other mitigation option specifically provided for in this development order.
 - iv. Any other mitigation option permitted by law, including but not limited to a local government development agreement consistent with Chapter 163, Florida Statutes, which ameliorates the projected impact and is incorporated into the DRI Development Order by amendment.
 - v. A proportionate share agreement provided by the Applicant with the City and the jurisdiction or agency whose roadway is impacted, pursuant to Rule 9J-2.045, F.A.C., and Chapter 380.06(15)(e), or Section 163.3180(5)(h)3., Florida Statutes, if applicable at time of agreement.
- d. The above mitigation measures shall occur by the required threshold in order for the DRI to proceed through the balance of the applicable phase. If the Applicant can demonstrate that a portion of a phase does not adversely affect the Regional Roadway

network as determined by the M&M tests discussed above, then the Applicant may proceed with that portion of the phase (and only that portion).

- e. In the event that a roadway widening is identified which is not compatible with adopted policy of the FDOT or local government (e.g., constrained), the Applicant, the City, or the party having either maintenance or jurisdictional responsibility for the facility, shall determine alternate mitigation solutions to provide for the movement of people.

G. Toward the achievement of the objectives in the two preceding conditions, an agreement(s) among the City, Orange County, Lake County, the FDOT, the OOCEA and the Applicant may be created to address and clarify such issues related to equity in the application of collected fees for transportation improvements. In such an event, application of fees shall be applied in a manner consistent with the appropriate rules adopted by the State of Florida or by existing interlocal agreements. However, such an agreement would not alter or waive the provisions and requirements of the other conditions of the Development Order as a mitigative measure for the transportation impacts for the Kelly Park Crossing DRI. In the event that one of the designated parties to the agreement (other than the Applicant) fails to execute said interlocal agreement(s) within the specified time, then the Applicant may proceed with the DRI based upon the modeling M&M schedule and all other recommendations specified herein as it affects the non-participating party. Separate agreements may be entered into with one or more parties and the Applicant.

H. The following table lists the Phase 1 improvement needs required to mitigate the DRI's intersection impacts during Phase 1. The City and the Applicant shall enter into a proportionate share agreement which addresses the improvement costs, timing of

mitigation payments, the option of pipelining proportionate share mitigation fees, and adequate provisions for transportation impact fee credits against proportionate share and mitigation fees.

Phase 1 Intersection Improvement Needs

Roadway/Intersection	Proposed Improvement
SR 46 at CR 437 South	Provide a NB right-turn lane
US 441 at Sadler Avenue	Provide EB and WB left-turn lanes
US 441 at Plymouth-Sorrento Road	Re-stripe to provide an EB and WB auxiliary through lane along US 441. Restripe SB approach to provide an exclusive SB right-turn and shared SB lane for left and right-turns.
Kelly Park Road at Round Lake Road	Add WB right-turn lane.
Kelly Park Road at Plymouth-Sorrento Road	Add EB left-turn lane and re-time signal
Ponkan Road at Plymouth-Sorrento Road	Add NB left-turn lane and re-time signal

- I. The following list of improvements has been identified as the result of significant and adverse impacts from the Kelly Park Crossing DRI. It is anticipated that these will be refined by the M&M process prior to each phase. Since widening of roadways may not be compatible with state and local plans, transit operations or alternate parallel facility improvements should also be considered. A timeframe and responsible party for the implementation of the following improvements, as amended by the M&M program, shall be identified at the beginning of each phase.

Kelly Park Crossing DRI - Corrected First Amendment (Edit **EXHIBIT B**)

Phase 2 (2020)			
Roadway	From	To	Improvement Need
US 441	Yothers Road	Hermit Smith Road	6 Lane Divided
	Plymouth Sorrento Road	Park Avenue	6 Lane Divided
SR 46	Vista View	Round Lake Road	4 Lane Divided
	CR 437 South	CR 437 North	4 Lane Divided
Welch Road	Vick Road	Rock Springs Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Golden Gem Road	Plymouth Sorrento Road	4 Lane Divided
Round Lake Road	Orange County Line	Wolf Branch Road	4 Lane Divided
Phase 3 (2025)			
US 441	SR 19/Duncan Drive	US 19/Bay Street	8 Lane Divided Equivalent
	Donnelly Street	Wolf Branch Road	6 Lane Divided
	Yothers Road	Bradshaw Road	6 Lane Divided
SR 46	US 441	Round Lake Road	4 Lane Divided
	CR 437 South	CR 437 North	4 Lane Divided
SR 429 (Expressway)	Florida's Turnpike	Plant Street	6 Lane Expressway
CR 435/Park Avenue	Orange Street	US 441	6 Lane Divided
CR 435/Clarcona Road	Keene Road	Clarcona-Ocoee Road	4 Lane Divided
Welch Road	Vick Road	Rock Springs Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Golden Gem Road	Jason Dwelley Parkway	4 Lane Divided
Round Lake Road	Orange County Line	Wolf Branch Road	4 Lane Divided
Sadler Road	Lake County Line	Round Tree Road	4 Lane Divided
Vick Road	Welch Road	Lake Francis Drive	4 Lane Divided
Wolf Branch Road	US 441	Britt Road	4 Lane Divided
Phase 4 (2030)			
US 441	CR 473	Old US 441	8 Lane Divided Equivalent
	SR 19/Duncan Drive	Donnelly Street	8 Lane Divided Equivalent

	Donnelly Street	Sadler Road	6 Lane Divided
	Yothers Road	Bradshaw Road	6 Lane Divided
SR 46	US 441	Round Lake Road	4 Lane Divided
	CR 437 South	CR 437 North	4 Lane Divided
SR 429 (Expressway)	Florida's Turnpike	Apopka Bypass	6 Lane Expressway
CR 435/Rock Springs Road	Kelly Park Road	Rock Ridge Boulevard	6 Lane Divided
	Welch Road	Sandpiper Road	6 Lane Divided
CR 435/Park Avenue	US 441	M Gladded Boulevard	4 Lane Divided
CR 435/Clarcona Road	Cleveland Street	Clarcona-Ocoee Road	4 Lane Divided
CR 437	SR 44	Orange County Line	4 Lane Divided
Welch Road	Vick Road	Ustler Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Round Lake Road	Jason Dwelley Parkway	4 Lane Divided
Kelly Park Road	Mt. Plymouth-Sorrento Road	Rock Springs Road.	4 Lane Divided
CR 435	Orange County Line	Dubstead Drive	4 Lane Divided
Round Lake Road	Kelly Park Road	Wolf Branch Road	4 Lane Divided
Sadler Road	Lake County Line	Round Tree Road	4 Lane Divided
Vick Road	Welch Road	Lester Road	4 Lane Divided
Wolf Branch Road	US 441	Britt Road	4 Lane Divided

J. If the modeling M&M results as set forth above show that improvements must be made to roadway facilities, and if mitigation is not provided as set forth in these conditions or as otherwise required pursuant to Rule 9J-2.045(7), then prior to any construction of future phases and subject to the provisions of Chapter 380.06(15)(e), Florida Statutes, the Applicant, the City and the entity with jurisdiction over the roadway facility may enter into an agreement which ensures that:

- i. proportionate share payment is made by the Applicant to the appropriate entity(ies) to mitigate DRI impacts; and

- ii. said proportionate share payment shall be used by the appropriate entity only for the design, engineering, right-of-way purchase, permitting and/or construction of improvement to the segments/intersections for which the payment is made; and
- iii. said proportionate share payment by the Applicant constitutes adequate provision for the public facilities needed with respect to the road segments to accommodate the impacts of the DRI through the phase for which the proportionate share was calculated, as required by Chapter 380.15(e)(2), Florida Statutes. All such proportionate share agreements shall be included in this Development Order by amendment pursuant to Chapter 380.06(19), Florida Statutes. The formula to be used to determine proportionate share contribution is as follows:

$$\frac{(\text{DRI Trips})}{\text{SV Increase}} \times \text{Cost} = \text{Proportionate Share}$$

- iv. For this formula, DRI Trips is the cumulative number of trips from the development expected to reach the roadway during the peak hour from the phase under development. Service Volume (“SV”) increase is the change in peak hour maximum service volume of the roadway resulting from construction of the improvement necessary to maintain the desired level of service; and Cost of Improvement is the cost (at the time of Applicant’s payment) of constructing an improvement necessary to maintain the desired level of service, including all improvement associated costs (engineering design, right-of-way acquisition, planning, engineering, inspection and other associated physical development costs directly required and associated with the construction of the improvement) as determined by the governmental agency having maintenance obligations over the roadway. Transit service and facilities shall be

considered in the proportionate share calculations.

- v. Pursuant to COMMUNITY PLANNING ACT OF 2011 (2011-139 F.S.), the proportionate share provisions above shall be reexamined to address the provisions contained therein, and, in the event of a conflict, the Statute shall prevail. Nothing in this development order shall require the Applicant to fund improvements when such funding is inconsistent with the provisions of Florida Statute or Florida Administrative Code. Should an agency disagree with an exemption allowed by the City under this paragraph, the final arbiter on interpreting the Act shall be the DEO.

- K. Notwithstanding any provision contained herein to the contrary, except as specifically agreed to in writing, the City and the entity with jurisdiction over the roadway facility shall have no financial responsibility to contribute to or participate in the funding of the design, engineering, permitting and/or construction of roadway improvements unless otherwise required to do so by State law.

- L. The M&M required prior to each phase or subphase shall be used to verify impacts from previous phases and to more accurately estimate probable impacts from later phases. The M&M program undertaken prior to Phase 2 shall also assess full buildout. If necessary, the proportionate share amount will be adjusted to reflect actual impacts from a phase and the more accurate information, which will result from the estimates for later phases. If it is verified that the roadway improvements mentioned above are still needed, then the DRI shall not proceed into later phases until either the proportionate share payment is made or the needed improvements are scheduled for construction in the applicable entities' work program within the first three (3) years from the date when impacts are estimated to be significant and adverse. Pursuant to the COMMUNITY PLANNING ACT OF 2011, the

requirements above shall be reexamined to address the provisions contained therein. In the event that the Act (COMMUNITY PLANNING ACT OF 2011) addresses the mitigation of transportation impacts in a different manner than those options provided herein, the Applicant may elect to utilize the options afforded by the Act.

- M. Student enrollment for the community college shall initially be limited to 1,866 students. However, if the demand for additional enrollment is established in the future, the conversion matrix may be applied to convert from another use such that the peak-hour peak-direction trips for the current phase of the Kelly Park DRI are not increased.
- N. The Kelly Park DRI shall not proceed with any portion of the development program that would result in DRI trips above the threshold identified for Phase 1 until the Wekiva Parkway toll facility is constructed and operational. In the event that construction of the Wekiva Parkway is terminated or delayed indefinitely, additional local and state review and approvals will be required for any portion of the DRI beyond Phase 1 to reevaluate impacts and the viability of future development phases.
- O. If the parties cannot reach agreement independently prior to the date when impacts are estimated to be significant and adverse, or if so desired by the parties at any time, then the issues in dispute shall be submitted to the ECFRPC for either voluntary mediation pursuant to its adopted dispute resolution process or to binding arbitration pursuant to the rules and procedures of the American Arbitration Association (“AAA”) unless otherwise agreed by the parties in dispute. The solutions recommended as a result of this process shall be implemented and the Development Order amended pursuant to Chapter 380.06(19), Florida Statutes, to include these solutions.

- P. In order to provide safe access and to preserve operational capacity, the need for deceleration lanes shall be determined by the appropriate permitting agencies and if required, installed by the Applicant. The Applicant and the appropriate permitting agencies shall confirm the need for and the cost of signalization at the DRI entrances consistent with policies of the City and the appropriate permitting agencies. Signal costs and geometric improvements at DRI entrances are the financial responsibility of the Applicant through DRI buildout unless other traffic warrants such signalization or improvements in advance of DRI demand or other nearby development contributes traffic to the subject intersection, in which case, the Applicant may pay an appropriate fair share for signalization costs as determined by the City.
- Q. The development plan will include multiple roadways through the Kelly Park Crossing DRI in order to provide adequate capacity, to provide alternative routes and to lessen the impacts to community cohesiveness.
- R. To reduce the impacts on arterial roads, the Kelly Park Crossings DRI will include a gridded and connected street network and shall restrict cul du sacs and dead end streets except as may be provided in Condition 4, Option B, of this development order. The DRI will connect to existing and future street networks on and off site when practical as determined by the City in conjunction with Orange County. The applicant will not be required to purchase additional property(ies) to implement this condition. Nothing in this recommendation is intended to preclude the Applicant from developing a use where a campus is desired without a grid network, or in the event that a grid network would create otherwise unnecessary environmental impacts to wetlands or upland preserve areas.

- S. The Applicant shall cooperate with LYNX to identify the need and confirm the steps necessary to implement the following:
- i. By Phase 3, identify a potential location for a 200 space park and ride lot proximate to the Wekiva Parkway and Kelly Park Road interchange, which may be shared with commercial uses.
 - ii. Coordinate with LYNX and Kelly Park Crossing DRI businesses to promote workplace flextime strategies.
 - iii. Reserve sites with adequate size and accessibility for future transit routes, stops and amenities (passenger shelters, transit parking bays and parking spaces for vanpool vehicles) in the development area. During the design, the Applicant shall consult the Lynx Central Florida Mobility Design Manual available at www.golynx.com under publications.
 - iv. Preferential parking for employees who participate in ridesharing programs.
 - v. Financial assistance to provide a route to the site once LYNX and the City determine that ridership levels justify such a connection to the system. Said financial contribution shall be based on a proportionate share of ridership to or from the Kelly Park Crossing DRI, to the extent allowed by law.
 - vi. Coordinate with FDOT's ReThink program (www.rethinkyourcommute.com) in order to increase the modal split of the DRI.
 - vii. Should the Orange Blossom Express (along the US 441 corridor through Apopka) become operational for rail transit, the Applicant shall assess actions to facilitate ridership on the system, including but not limited to shuttle operations to and from the nearest station during peak traffic hours.

- T. In the interest of safety, and to promote alternative forms of transportation, the Applicant shall provide the following bicycle and pedestrian systems:
- i. The on-site bicycle systems shall be connected into any external bicycle systems abutting the Kelly Park Crossing DRI and existing at the time of construction within the DRI, and shall anticipate the connection to the Wekiva Trail.
 - ii. Bicycle and pedestrian facilities shall adhere to minimum state standards as contained in the Florida Bicycle Facilities Planning and Design Handbook.
 - iii. Provided that there is no conflict with the City's adopted Form Based Code, covered walkways shall be designed into the front of non-residential structures to the maximum extent practicable, but such provision shall not be construed so as to create a mandatory design element, but to create a heightened sensitivity to ensuring cover from the elements for pedestrians.
 - iv. In all areas of the Kelly Park Crossing DRI where cycling will be accomplished on both sidewalk/bikeways and streets, appropriate signage identifying bike routes shall be installed.
 - v. Special consideration shall be given to bikeways connecting neighboring residential areas to employment and commercial areas and schools.
 - vi. Bicycle support facilities, such as parking racks and/or lockers, shall be provided at commercial areas and work areas.
 - vii. DRI roadways and improvements to area roadways approaching the site are recommended to incorporate bicycle and pedestrian facilities.

17. Historical and Archaeological Sites. The Applicant, or any other subsequent developers developing within the DRI, shall notify, or ensure the notification of construction personnel, through posted advisories or other methods, of the potential for artifact discoveries on the Kelly Park Crossing DRI site and to report suspected findings to the DRI manager. In the event of discovery of artifacts of historic or archaeological significance during construction, the Applicant and/or subsequent developers shall immediately halt any construction activity within one hundred fifty (150) feet of the location of any discovery that has the potential to adversely affect the archeological find; and will, within three (3) business days of the discovery of artifacts notify the City and the Division of Historical Resources (“DHR”) of the Florida Department of State. Thereafter, the Applicant will coordinate the evaluation of the artifacts with review agencies and provide any professional assistance necessary to document, relocate, preserve or conserve the site and/or physical artifacts; provide proper protection of the discovery in accordance with applicable law; and provide a written report to the agencies listed above documenting the results of the site evaluation and mitigation/preservation actions proposed or completed. The process and actions described above shall not extend beyond one hundred twenty (120) days to allow evaluation of the site, and, thereafter, the Applicant may continue with development.

18. Green Development Standards. The Kelly Park Crossing DRI shall meet the standards of any of the following: the US Green Building Council’s (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Florida Green Building Coalition (FGBC), the Green Building Initiative’s Green Globes program or any other nationally recognized, green building system that is approved by the Department of Management Services (DMS). The Kelly Park Crossing DRI shall at a minimum, meet Energy Star standards for all development.

- 19. Outdoor Lighting.** Appropriate “dark skies” measures shall be implemented in all new construction except in areas proximate to the interchange area, provided that acceptable public safety and security are maintained. Actions to direct lights downward and away from existing rural areas may be based upon the Model Lighting Ordinance Users Guide from the Illuminating Engineering Society. These provisions may be accessed at http://docs.darksky.org/MLO/MLO_FINAL_June2011.pdf.
- 20. Monitoring Official and Procedures.** The City Administrator, or his or her designee, shall be responsible for monitoring the development and enforcing the provisions of this Development Order. The City shall not issue any permits or approvals or provide any extensions of services if the Applicant fails to comply with this Development Order. This Development Order will be enforced by the City of Apopka through implementation of its adopted Comprehensive Plan, Land Development Code, Code Enforcement by the designated Zoning Official of the City, pursuant to the provisions of Section 380.11, Florida Statutes, or as otherwise provided by law.
- 21. Phasing and Buildout.** The Kelly Park Crossing DRI is to be developed as a four-phase project as described in the table below. The projected buildout date for all DRI development is December 31, 2038. The Applicant shall commence physical development of five percent (5%) of Phase 1 of the DRI (e.g. one hundred seventy-two (172) [residential units, commercial square footage, etc.] or equivalent number of PM peak-hour external trips) within ~~five (5)~~ twelve (12) years after the effective date of this Development Order, otherwise this Development Order shall expire. Should the Applicant donate property to the City for an institutional use (e.g. fire station, police station, City Hall Annex, etc.) the maximum FAR allowed under the adopted comprehensive plan shall be assigned to the parcel and the square footages resulting from this analysis shall be applied to the 5% of phase 1 referenced herein.

Alternatively, should the applicant commence construction on the spine road from Kelly Park Crossing to Ondich Road within ~~three~~ ten years of the effective date of this development order then the five percent threshold shall have been met. The Applicant and the City estimate that approximately twenty (20) years will be required to complete the development described herein once development has commenced.

Since adoption of the Form Based Code (FBC) is required and since the applicant is prohibited from proceeding with project development until such time of its adoption, the City and the applicant agree that the dates contained herein may be adjusted to reflect the FBC adoption date. Commencement shall be the date of adoption of the FBC. Expiration is estimated to be 20 years from commencement, with four five year phases in between. No further amendments to this development order will be necessary to adjust the commencement, phase, down zoning, or expiration dates made in order to adjust to the Form Based Code's adoption.

Development within a given phase of Kelly Park crossing may occur anywhere within the project so long as the conditions of this development order are met and said development has obtained all other necessary approvals and permits.

- 22. Biennial Reporting Requirement.** In accordance with Chapter 380.06(18), Florida Statutes, the Applicant, its successors or assigns, shall submit a biennial report on or before the two year anniversary date of this Development Order and in every other or second year thereafter during the buildout of the DRI (the "Biennial Report"). The Biennial Report shall be submitted to the City, the ECFRPC, the DCA (or successor agency, as applicable), the SJRWMD and all affected agencies formally requesting copies of the same in writing to the Applicant. The contents of the Biennial Report shall comply with the relevant conditions of

approval of this Development Order, Chapter 380.06(18), Florida Statutes, Rule 9J-2.025(7), F.A.C, and any and all other and further information required under applicable law. The Biennial Report shall include a statement that all persons/agencies listed above or otherwise entitled to receive the Biennial Report have been sent copies and the failure to timely submit the Biennial Report may subject the Applicant and the Kelly Park Crossing DRI to the temporary suspension of this Development Order in accordance with Chapter 380.06(18), Florida Statutes. In each biennial report the Applicant shall provide information and documentation as to how and in what manner the DRI is striving to meet and/or is meeting the foregoing energy goals.

23. Downzoning Protection. In accordance with Section 380.06(15), Florida Statutes, the DRI, as approved in this Development Order, shall not be subject to downzoning, unit density reduction, or intensity reduction before December 31, 2038, as such date may be extended, unless the Applicant consents to such change, or the City demonstrates that substantial changes in the conditions underlying the approval of the Development Order have occurred or unless the City demonstrates that the Development Order was based on substantially inaccurate information provided by the Applicant or unless the change is clearly established by the City to be essential to the public health, safety, or welfare.

Glossary of Acronyms Used

AAA	American Arbitration Association
ACOE/USACOE	Army Corps of Engineers
ADA	Application for Development Approval
AM&M	Annual Monitoring & Modeling
BRT	Bus Rapid Transit
CCR	Codes, Covenants and Restrictions
CDD	Community Development District
CSDA	Critical Smoke Dispersal Area
DEO	Department of Economic Opportunity
DHR	Division of Historical Resources
DO	Development Order
DRI	Development of Regional Impact
ECFRPC	East Central Florida Regional Planning Council
ERP	Environmental Review Permit
FAC	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FFWCC/FWC	Florida Fish and Wildlife Conservation Commission
FGBC	Florida Green Building Coalition
FIHS	Florida Intrastate Highway System
FLEPPC	Florida Exotic Pest Plant Council
USFWS/FWC	US Fish and Wildlife Service
HMP	Habitat Management Plan
LEED	Leadership in Energy and Environmental Design
LOS	Level of Service
MDA	Master Development Association

M&M	Monitoring & Modeling
MMTD	Multimodal Transit District
MPO	Metropolitan Planning Organization
NOPC	Notification of a Proposed Change
OHW	Ordinary High Water
SFS	Sherman's fox squirrel
SHCA	Strategic Habitat Conservation Area
SJRWMD	St. Johns River Water Management District
SOAR	System Operation Assessment Report
SV	Service Volume
TMDL	Total Maximum Daily Load
TOD	Transit Oriented Development
USFWS/FWS	US Fish and Wildlife Service
USGBC	US Green Building Council

EXHIBIT A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION:

SOUTH PARCEL:

A TRACT OF LAND LYING IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9192, PAGE 3515; OFFICIAL RECORDS BOOK 9022, PAGE 4867; OFFICIAL RECORDS BOOK 7529, PAGE 1955; OFFICIAL RECORDS BOOK 6844, PAGE 562; AND OFFICIAL RECORDS BOOK 9022, PAGE 4561, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°53'56" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 61, PAGE 315, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°29'41" WEST, ALONG SAID NORTHERLY EXTENSION LINE, 30.00 FEET TO THE POINT OF INTERSECTION OF THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD WITH THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 190, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN NORTH 89°53'56" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, AND ALSO ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE MAPS OF ORANGE COUNTY ROAD BOND PROJECT 49E, PAGES 164 THROUGH 172, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 1324.28 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251 AND ALONG THE SOUTHERLY AND EASTERLY LINES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7106, PAGE 2430 THE FOLLOWING COURSES: SOUTH 00°04'09" EAST, PARALLEL WITH AND 30.00 FEET EAST OF, BY PERPENDICULAR MEASURE, THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 853.18 FEET; THENCE, RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 160.19 FEET; THENCE RUN SOUTH 00°25'38" EAST, 30.00 FEET; THENCE RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 476.14 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 00°21'13" WEST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 579.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°53'56" WEST, ALONG THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 66.00 FEET; THENCE RUN NORTH 00°21'13" WEST, PARALLEL WITH AND 66.00

FEET EAST OF, BY PERPENDICULAR MEASURE, THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 300.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD; THENCE RUN ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE AFORESAID MAPS OF ORANGE COUNTY ROAD BOND PROJECT 49E, AND AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THE FOLLOWING COURSES: NORTH 89°53'56" EAST, 620.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5759.65 FEET, A CENTRAL ANGLE OF 01°04'20", AN ARC LENGTH OF 107.79 FEET, A CHORD LENGTH OF 107.79 FEET, AND A CHORD BEARING OF NORTH 89°21'46" EAST TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1.01 FEET; THENCE RUN NORTH 88°20'48" EAST, 678.92 FEET TO POINT LYING ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°26'23" EAST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 2584.29 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 89°15'10" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 669.79 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE RUN SOUTH 00°20'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1344.79 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE RUN SOUTH 88°58'18" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1332.53 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1351.30 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 89°32'06" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1356.70 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN NORTH 00°29'50" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, A DISTANCE 2147.97 FEET TO THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°23'39" WEST, ALONG THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1321.35 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD; THENCE RUN NORTH 00°21'15" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 544.71 FEET; THENCE RUN NORTH 00°29'41" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE 2603.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

NORTH PARCEL:

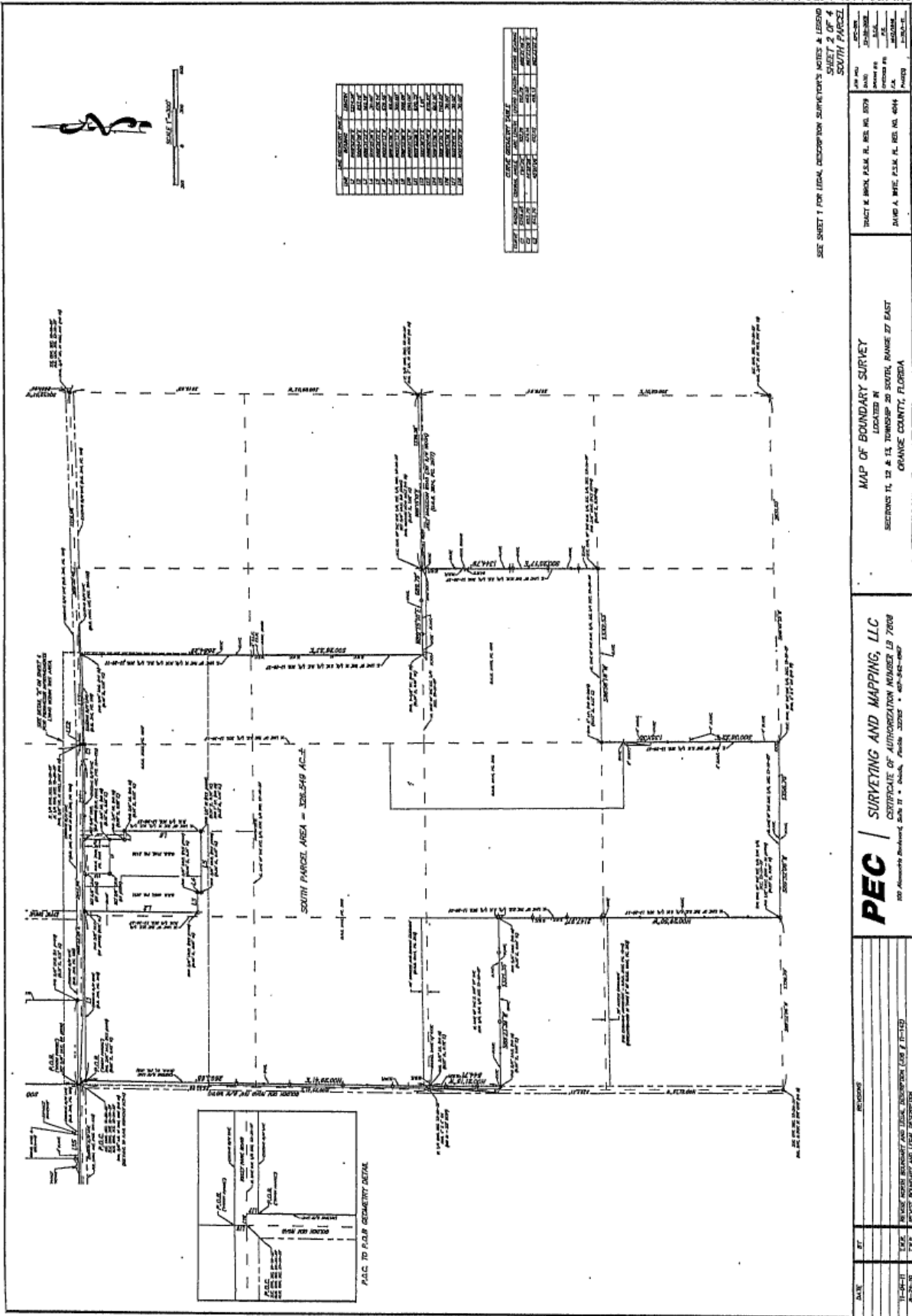
A TRACT OF LAND LYING IN SECTIONS 11 AND 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9748, PAGE 6465; OFFICIAL RECORDS BOOK 9022, PAGE 3571; OFFICIAL RECORDS BOOK 9022, PAGE 4722; OFFICIAL RECORDS BOOK 6512, PAGE 3520; AND OFFICIAL RECORDS BOOK 9022, PAGE 4215, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

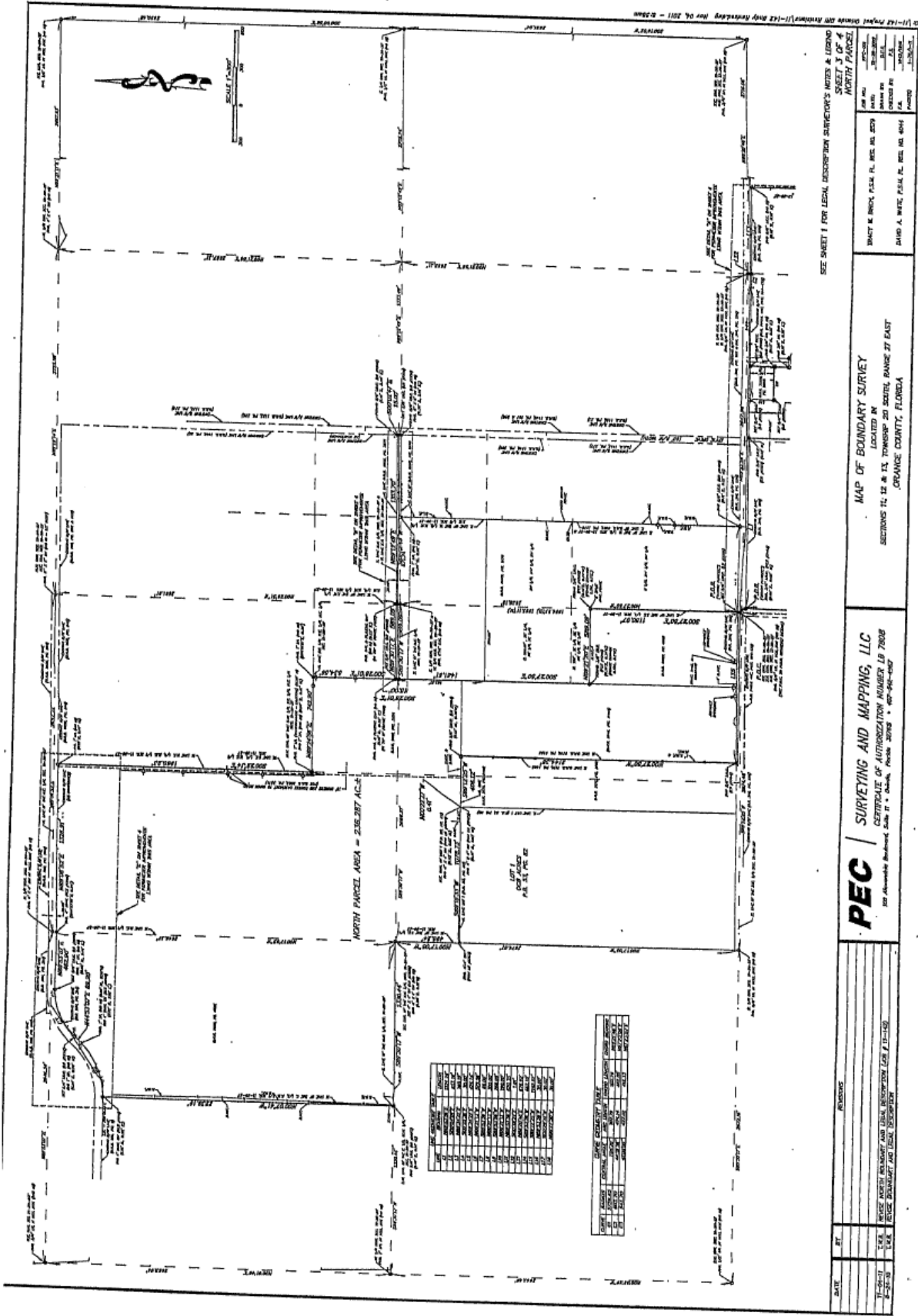
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°27'50" WEST, ALONG THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1182.82 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9748, PAGE 6465 AND ALSO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°27'50" WEST, ALONG SAID WEST LINE, 2144.38 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH LINE, 406.12 FEET TO A POINT LYING ON THE EAST LINE OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°22'27" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 0.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 89°15'33" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1078.73 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 498.24 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF SAID EAST ONE-HALF OF THE NORTHWEST QUARTER, 2239.19 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ONDICH ROAD, AS DESCRIBED IN DEED BOOK 984, PAGE 314, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD THE FOLLOWING COURSES: THENCE, FROM A TANGENT BEARING OF NORTH 89°15'33" EAST, RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH OF 474.14 FEET, A CHORD LENGTH OF 462.05 FEET, AND A CHORD BEARING OF NORTH 67°23'06" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°53'07" EAST, 69.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF

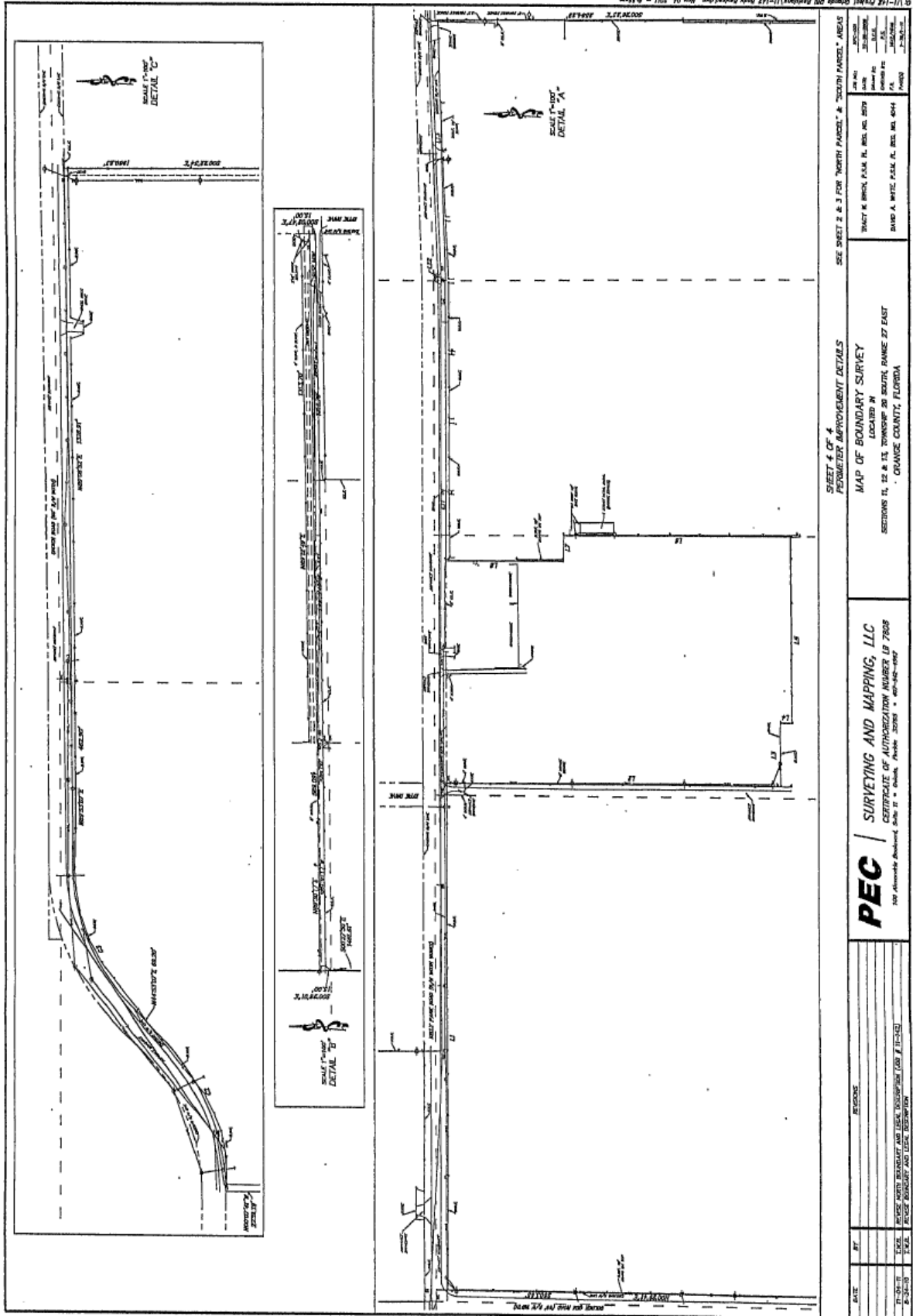
45°00'00", AN ARC LENGTH OF 427.02 FEET, A CHORD LENGTH OF 416.13 FEET, AND A CHORD BEARING OF NORTH 67°23'07" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°53'07" EAST, 462.90 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 11; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTH 89°08'52" EAST, PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1328.91 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE, DEPARTING THE AFORESAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1960.23 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, SAID CORNER ALSO LYING ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS 9022, PAGE 3571, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571 THE FOLLOWING COURSES: NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE NORTH LINE THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE RUN SOUTH 00°28'01" EAST, 634.56 FEET; THENCE RUN NORTH 89°30'17" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 12; THENCE RUN NORTH 89°12'49" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, DISTANCE OF 1313.70 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY LINE OF EFFIE DRIVE; THENCE, DEPARTING THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571, RUN SOUTH 00°02'47" EAST, ALONG SAID WEST MAINTAINED RIGHT-OF-WAY LINE, 15.00 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972; THENCE RUN SOUTH 89°12'49" WEST, ALONG SAID NORTH LINE, BEING 15.00 FEET NORTH OF THE NORTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER, BY PERPENDICULAR MEASURE, 1313.70 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN SOUTH 89°30'17" WEST, PARALLEL WITH AND 15.00 FEET FROM, BY PERPENDICULAR MEASURE, THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE EAST 589.09 FEET OF SAID NORTHEAST QUARTER OF SECTION 11; THENCE RUN SOUTH 00°28'01" EAST, ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF THE SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972, A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID DESCRIBED WEST LINE, PARALLEL WITH AND 589.09 FEET FROM, BY PERPENDICULAR MEASURE, THE SAID EAST LINE OF SAID SECTION 11, A DISTANCE OF 1481.61 FEET TO THE SOUTH LINE OF THE NORTH 150.00 FEET OF THE EAST 589.09 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST

QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°21'20" EAST, ALONG SAID SOUTH LINE, 589.09 FEET TO THE EAST LINE OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID EAST LINE, 1150.07 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN ORANGE COUNTY, FLORIDA AND CONTAIN A COMBINED TOTAL OF 562.836 ACRES, MORE OR LESS.







SHEET 4 OF 4
 PERMETER IMPROVEMENT DETAILS
 MAP OF BOUNDARY SURVEY
 LOTS 11, 12 & 13, TOWNSHIP 27 NORTH, RANGE 27 EAST
 SECTIONS 11, 12 & 13, TOWNSHIP 27 NORTH, RANGE 27 EAST
 ORANGE COUNTY, FLORIDA
 TRACY W. BRICK, P.L.M., P.L., REG. NO. 8579
 DAVID A. WITTE, P.L.M., P.L., REG. NO. 4044

PEC SURVEYING AND MAPPING, LLC
 CERTIFICATE OF AUTHORIZATION NUMBER 07 7808
 100 Atlantic Boulevard, Suite 110 - Orange, Florida 32826 - 407-462-0400

DATE	BY	REVISIONS

EXHIBIT B MAP H

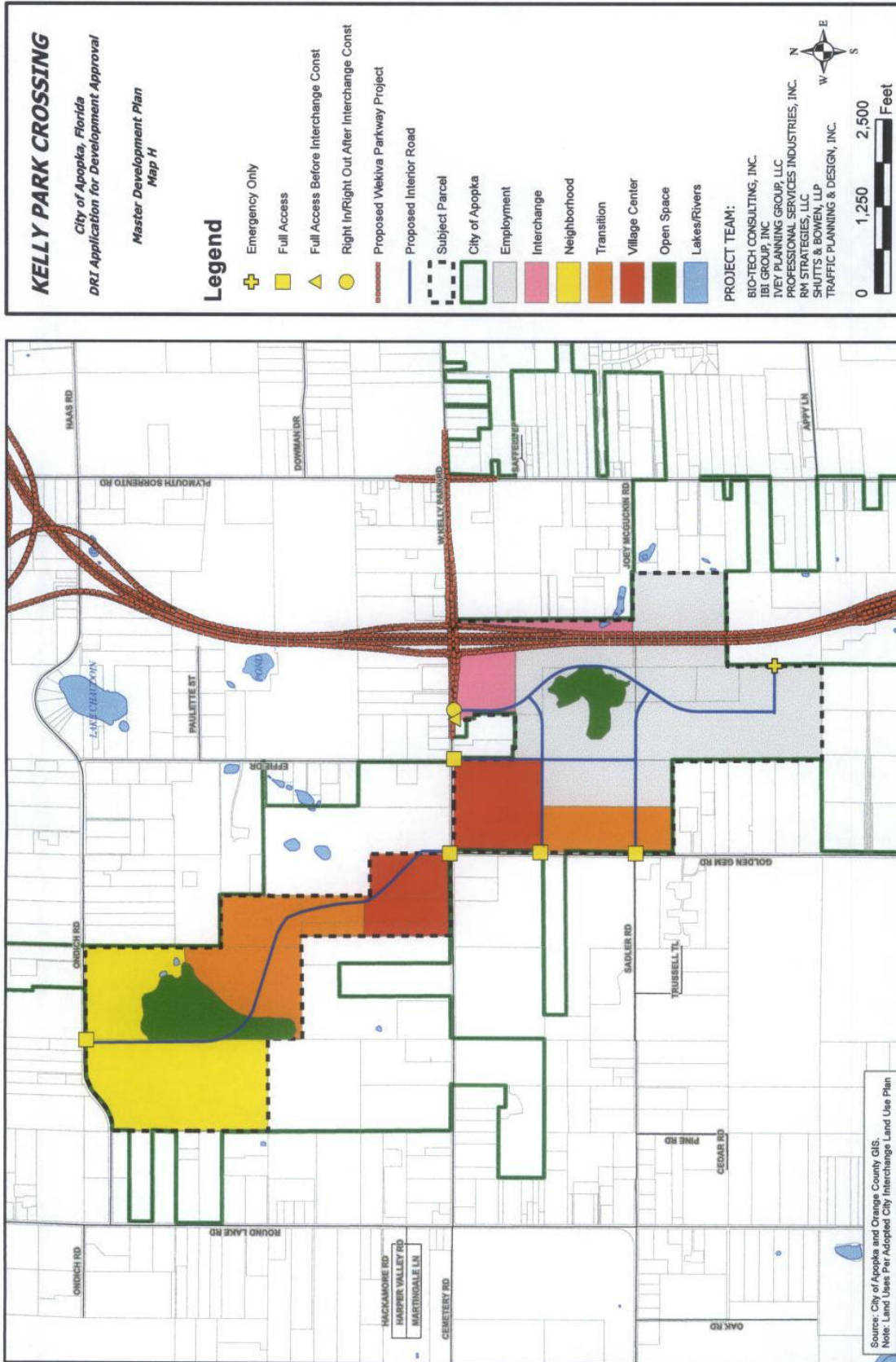


EXHIBIT C

LAND USE EQUIVALENCY MATRIX

**Kelly Park DRI
Land Use Equivalency Matrix**

From \ To	Units	Office	Light Industrial	Retail/ Commercial	Community College	Medical/ Hospital	Residential (Single Family)	Residential (Multi-Family)	Hotel	Institutional	ITE Code	PM Peak Hour Trip Rates
Office	KSF		1.237	0.356	10.000	0.916	1.250	2.069	1.714	0.992	710 (E) ¹	1.20 /KSF
Light Industrial	KSF	0.808		0.288	8.083	0.740	1.010	1.672	1.386	0.802	110 (R)	0.97 /KSF
Retail/Commercial	KSF	2.808	3.474		28.083	2.573	3.510	5.810	4.814	2.785	820 (E) ²	3.37 /KSF
Community College	Student	0.100	0.124	0.036		0.092	0.125	0.207	0.171	0.099	540 (R) ³	0.12 /Student
Medical/Hospital	Bed	1.092	1.351	0.389	10.917		1.365	2.259	1.871	1.083	610 (R)	1.31 /Bed
Residential (Single Family)	DU	0.800	0.990	0.285	8.000	0.733		1.655	1.371	0.793	210 (E) ⁴	0.96 /DU
Residential (Multi-Family)	DU	0.483	0.598	0.172	4.833	0.443	0.604		0.829	0.479	220 (E) ⁵	0.58 /DU
Hotel	Room	0.583	0.722	0.208	5.833	0.534	0.729	1.207		0.579	310 (R)	0.70 /Room
Institutional	KSF	1.008	1.247	0.359	10.083	0.924	1.260	2.086	1.729		730 (R)	1.21 /KSF

Notes: KSF = 1,000 square feet. Unit = Dwelling Unit, R = Rate, E = Equation

Rates obtained from ITE Trip Generation Report, 8th Edition

Trip generation rates based on total pm peak hour trip generation

1. The equation for Office (710) was used with a size of one half of the total proposed office development (1,920,996 / 2 = 960,498), which yields a rate of 1.2 trips/KSF

2. The equation for Shopping Center (820) was used with a size of one half of the total proposed retail development (1,372,140 / 2 = 686,070), which yields a rate of 3.37 trips/KSF

3. The rate for Community College (540) is based on the "student" independent variable

4. The equation for Single Family Residential (210) was used with a size of one half of the total proposed housing development (500 / 2 = 250), which yields a rate of 0.96 trips/KSF

5. The equation for Multi-Family Residential (220) was used with a size of one half of the total proposed apartment development (1050 / 2 = 525), which yields a rate of 0.58 trips/KSF

Traffic Planning and Design, Inc. (2011)

LAND USE MIX TABLE

LAND USE	MINIMUM	CURRENT	MAXIMUM
Office	1,632,847	1,920,996	2,209,145
Light Industrial	4,443,120	5,227,200	6,011,280
Retail/Commercial	1,312,140	1,372,140	1,432,140
Residential	1,395	1550	1,550

Kelly Park Crossing Development of Regional Impact

THIS DEVELOPMENT ORDER is ADOPTED this 1st day of November, 2017 and made effective as of May 17, 2017, by the CITY OF AOPKA, a municipal corporation organized under the Laws of the State of Florida, whose address is 120 East Main Street, Apopka, Florida, 32701-1229, hereinafter referred to as the “City”, upon request from PROJECT ORLANDO, LLC, a Florida limited liability corporation, whose address is 1900 Summit Tower Boulevard, Suite 820, Orlando, Florida. Project Orlando, LLC is hereinafter referred to as the “Applicant” and/or “Developer”.

WHEREAS, this Corrected Amended Development Order is for the Kelly Park Crossing Development of Regional Impact (“DRI” or “Kelly Park Crossing DRI”) and is referred to as the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact (hereinafter, the “Development Order”); and

WHEREAS, the Development Order concerns a mixed use project located on approximately 564 acres in the City, as more particularly described on **Exhibit A**, attached hereto and(hereinafter referred to as the “DRI Property”), and

WHEREAS, the Applicant for the DRI is Project Orlando, LLC, and for purposes of this Development Order and for Chapter 380, Florida Statutes, Project Orlando, LLC, constitutes the “Developer.” The agent for the DRI is Jeff Welch; and

WHEREAS, the Applicant is desirous of developing the Kelly Park Crossing DRI as a mixed use development consisting of office, retail, light industrial, residential, institutional, hospital, community college, and hotel; and

WHEREAS, the Applicant submitted an Application for Development Approval pursuant to Chapter 380.06, Florida Statutes on December 22, 2010, which was amended by the Response

to Requests for Additional Information, dated March, 2011, and the Second Response to Requests for Additional Information, dated June, 2011 (collectively, the “ADA”); and

WHEREAS, the ADA was reviewed and approved by the East Central Florida Regional Planning Council (“ECFRPC”) on August 17, 2011, and

WHEREAS, the ADA contained a master plan, identified as Map H herein and attached as **Exhibit B**, which was reviewed simultaneously with the ADA; and

WHEREAS, the ADA was coordinated by the City and the Applicant with the City’s adopted Comprehensive Plan including the Wekiva Parkway Interchange Vision Plan,

WHEREAS, all public hearings as required by Chapter 380.06, Florida Statutes, were duly noticed and held, affording the public and all affected parties an opportunity to be heard and to present evidence;

NOW, THEREFORE, be it resolved by the City Council of the City of Apopka, that based upon the findings of fact and conclusions of law set forth below and subject to the terms and conditions which follow, the ADA for Kelly Park Crossings, including Map H (**Exhibit B**), is hereby approved, pursuant to the provisions of Section 380.06, Florida Statutes, and other applicable state laws and the Comprehensive Plan, codes and ordinances of the City.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Applicant filed the ADA with the City and with the ECFRPC as well as Department of Community Affairs (now the Department of Economic Opportunity pursuant to Chapter 2011 Laws of Florida, the “Community Planning Act”) and State and Federal agencies and citizen groups as directed by the ECFRPC.

2. The Applicant is the owner of the real property identified herein, or has the authority to file the ADA and is authorized to obtain a development order pursuant to Chapter 380.06, Florida Statutes.
3. The DRI is not located in an area designated as an Area of Critical State Concern;
4. The DRI is consistent with the adopted State Comprehensive Plan.
5. The DRI including the proposed floor area ratios, is consistent with the City Comprehensive Plan.
6. The DRI is consistent with the Land Development Code.
7. The DRI is consistent with the report and recommendations of the ECFRPC submitted pursuant to subsection 380.06(12).

INDEX OF CONDITIONS

1. Application for Development Approval..... 5
2. Project Description..... 5
3. Rezoning..... 7
4. Form Based Code 8
5. Conversion of Uses..... 9
6. Vegetation and Wildlife..... 10
7. Recreation/Parks 13
8. Water Supply and Water Conservation..... 14
9. Wastewater Management..... 15
10. Stormwater Management..... 16
11. Energy & Technology..... 16
12. Solid Waste..... 16
13. Fire, Police, EMS..... 17
14. Affordable Housing..... 17
15. Education..... 17
16. Transportation..... 18
17. Historical and Archaeological Sites..... 32
18. Green Development Standards..... 33
19. Outdoor Lighting..... 33
20. Monitoring Official and Procedures..... 34
21. Phasing and Buildout..... 34
22. Biennial Reporting Requirement..... 35
23. Downzoning Protection..... 36

EXHIBIT LIST

Exhibit A – Property Description & Boundary Survey..... 39
Exhibit B – Master Development Plan Map 48
Exhibit C – Land Use Equivalency Matrix..... 49

CONDITIONS

1. Application for Development Approval. The DRI is approved subject to the following conditions:

- A. The DRI Development Order shall govern the development of the DRI Property.
- B. The Kelly Park Crossing DRI shall be developed in accordance with the information, data, plans and commitments contained in the ADA which includes supplemental information provided in the Responses to Requests for Additional Information all of which are incorporated herein by reference, unless otherwise provided by these recommendations. The final DRI Development Order shall prevail over any conflicting information, data, plan, or commitments. The second response shall prevail over the first response and the first response shall prevail over the original application. For purposes of this condition, the ADA shall consist of the following items:
 - a. Application for Development Approval dated December 23, 2010
 - b. Responses to Requests for Additional Information #1 dated March 29, 2011
 - c. Responses to Requests for Additional Information #2 dated June 10, 2011

2. Project Description.

The DRI is designed to be a mixed-use, high density/intensity development centered around the Kelly Park Road interchange of the proposed Wekiva Parkway. As envisioned in the Wekiva Parkway Protection Act (§369.314, Florida Statutes et. seq.) and the City’s Wekiva Parkway Interchange Vision Plan within the City Comprehensive Plan, the DRI Master Development Plan, attached as **Exhibit B**, calls for intense development proximate to the interchange with densities and intensities decreasing further from the interchange. Mixed use

buildings are allowed throughout the DRI except in those areas designated “Neighborhood” as depicted on Map H (**Exhibit B**). (Legal Description Exhibit A),

The development program presented by the Applicant and herein approved includes:

Land Use	Phase 1	Phase 2	Phase 3	Phase 4	Total Development	FAR	Approximate Acres*
Office	100,000 SF	540,000 SF	641,000 SF	639,996 SF	1,920,996 SF	0.4	84.25
Light Industrial	200,000 SF	3,330,000 SF	1,000,000 SF	727,200 SF	5,227,200 SF	0.6	178.00
Retail/Commercial	100,000 SF	450,000 SF	550,000 SF	272,140 SF	1,372,140 SF	0.3	77.00
Community College	130,680 SF	--			130,680 SF	0.3	20.00
Medical	--	250,000 SF	272,720 SF		522,720 SF	0.4	30.00
Residential	300 DU	400 DU	400 DU	450 DU	1,550 DU	10du/ac	58.00
Conservation							*See footnote below.
Parks	40 Acres	33 Acres	20.75 Acres	--	93.75 Acres	15 %	93.75
Institutional	50,000 SF	50,000 SF	60,000 SF	14,240 SF	174,240 SF	0.4	8.00
Hotel	--	100 RMS	100 RMS	200 RMS	400 RMS	0.4	15.00

(* Conservation land use is estimated at 35 to 45 acres and will be identified at the Master Site Plan submittal. Conservation acreage assigned internal to the DRI may result in reduced acreage for those land uses affected by the designation of conservation acreage. The acreage for any land use may be modified and the location of the conservation lands altered without the need for further development-of-regional-impact review if implemented by Condition 5 or 6 contained herein, as applicable. As set forth in Condition 5, designation of conservation lands may also be satisfied through off-site mitigation.)

3. Rezoning.

- A. The City acknowledges that the development of the DRI Property will occur over time and in phases. The City agrees that due to the size and scope of the proposed development, the duration of the phasing plan, and the uncertainties in the timeframe for construction of the Wekiva Parkway, the Applicant shall be entitled to effect a rezoning for specific parcels or increments of the DRI Property prior to physical development within increment being undertaken (“Incremental Rezoning”). Either before or at the time of submittal of an application for the first Incremental Rezoning, the Applicant shall also submit a conceptual rezoning master plan for the entire DRI Property which shall address conceptually the location of the various uses allowed, including common areas and open space, densities and intensities for permitted uses, traffic circulation for internal roadways, all in conformance with Map H (**Exhibit B**) and the ADA. Further refinement and detailing of the conceptual rezoning master plan as well as a demonstration of conformance with the City’s Land Development Code and the Form Based Code shall be demonstrated within each Incremental Rezoning application. Additionally, each Incremental Rezoning applicable to DRI Property located north of Kelly Park Road shall address the feasibility of establishing roadway connections to other properties designated on the Wekiva Parkway Interchange Vision Plan, and to establish future connection between the DRI and Round Lake Road. Nothing in this development order shall be construed in such a way as to require the applicant/developer to purchase additional properties outside of the Kelly Park Crossing DRI in order to obtain such connections.
- B. The DRI Property is currently utilized for agricultural and silvicultural activities. To ensure compatibility between existing and proposed uses, no new or expanded agricultural

or silvicultural activity may occur within one hundred (100) feet of those increments of the DRI Property rezoned pursuant to this section.

C. The successful implementation of this development order is dependent upon rezoning(s) which, in turn, will require the successful implementation of agreements between the Applicant and City for water ,sewer, parks, and recreation, police and fire (generally referred to as “binding developer’s agreements). Such agreements are referenced throughout this development order. All such agreements shall be consistent with City requirements as may be identified in the City’s Land Development Regulations or other adopted ordinance as well as requirements established by State Law to include Chapter 380.06 (15)(e) 1.

4. **Form Based Code.** The Applicant shall be subject to the Form-Based Code being developed by the City for all lands within the Wekiva Parkway Interchange Vision Plan. The Form-Based Code shall include a master site plan development option (known as Option “B”) for non-residential development This Option shall be available for (1) development proposing building(s) exceeding 40,000 gross square feet of floor area for larger-scale commercial, industrial, and institutional uses; and (2). office parks, industrial parks, and retail centers greater than fifteen (15) acres in size, for college campuses (with or without on-site residential housing), hotel convention centers, and hospital campuses greater than eight (8) acres in size. The Option “B” master site plan shall be consistent with the Form-Based Code design standards for this development option. This Option “B” master site plan shall demonstrate compatibility and connectivity with adjacent districts and road systems. The developer requesting an Option “B” master site plan shall demonstrate that average wages and salaries

for jobs created by the new development are equal to or greater than the average wages and salaries existing in Apopka at the latest decennial U.S. Census or such other data as may be acceptable to the City.

5. Conversion of Uses.

- A. The Applicant may increase or decrease the amount of a particular land use within the approved development program by using the Equivalency Matrix attached as **Exhibit C**, which is based on equivalent peak hour directional trip ends and is included herein. In order to ensure that a mix of uses is maintained, use of the Equivalency Matrix may increase or decrease the total amount of each land use by no more than the amount provided for in the Land Use Mix Table at **Exhibit C**, and consistent with the substantial deviation criteria identified in Chapter 380.06(19)(b) 1-14, Florida Statutes, unless the Development Order is amended to accommodate such a change. Greater changes than those discussed above shall be considered cumulatively, and shall be subject to normal Development Order amendment processes.
- B. Additionally, changes in land use must address changes to potable water usage and identify if the potable water capacity and allocation under the applicable consumptive use permit are available. Any time the Equivalency Matrix is used, DEO, ECFRPC, the City, Orange County, the FDOT, the SJRWMD, and the School Board of Orange County must be provided notice of the proposal at least thirty (30) days in advance of the change. Use of the Equivalency Matrix will be reported on an individual and cumulative basis and impacts documented in the biennial report. Any future Notice of Proposed Change (“NOPC”) shall incorporate any changes occurring due to the use of the Equivalency matrix.

6. Vegetation and Wildlife.

A. Listed Species. Site development activities on the Property shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern (“listed species”) in contravention of applicable State or Federal laws. Should such listed species be at any time determined to be nesting or residing on, or otherwise significantly dependent upon the DRI site, the Applicant shall notify FWC, and or FWS, as applicable and to the extent required by laws and regulations, the Applicant shall cease all activities which might negatively affect that individual or population. The Applicant shall provide proper protection, to the satisfaction of all agencies with jurisdiction, as required by statute or regulation. "Harming" and "harassment" as used in this recommendation shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.

B. Preserve Areas. The Applicant may elect to develop the 14 acres, currently designated on Map H (**Exhibit B**) as “preservation”, located south of Kelly Park Road, and, if such an election is made, shall establish a preserve for the protection of gopher tortoises, Sherman’s fox squirrel and other listed species and indigenous wildlife in the northwest portion of the DRI as provided for in the report and recommendations of the ECFRPC.

Development of the 14-acre area is contingent on other necessary approvals for development (including those identified in this condition) being obtained from the SJRWMD, the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, and the Department of Environmental Protection, as may be required by law. Pursuing this option will add an additional 107 acres, less approximately a 300 foot strip along the eastern property boundary to access Ondich Road, to the 31 acre preserve in the

northwest portion of the site and allow development of the 14-acre area near the proposed interchange.

As a part of the approval process for the conceptual rezoning master plan referenced in Condition 3 (A), the City and the Applicant shall reach an open space and parks agreement to preserve a minimum of 45 acres to a maximum of 107 acres for a preservation area. This agreement shall consider the appropriate acreage needs for a viable preservation area while also considering the park and open space needs for people who live and work within the Kelly Park DRI . The maximum preservation area obligation by the Applicant is 107 acres. Any acreage above the 45 minimum acres up to the maximum of 107 acres will receive a credit towards 50% of the open space requirements set forth in the Form-Based Code. Any land set aside for the minimum active recreation area shall not qualify as credit.

As an alternative to land preservation internal to the DRI, preservation may be satisfied through off-site preservation if an off-site mitigation program is jointly accepted by the City and FDEP after consultation with the FFWCC.

- C. If a preserve is established, the following principles and guidelines shall be applied via a management plan to be established by the Applicant, reviewed by State permitting agencies, the City, Orange County, and the ECFRPC, as a non-substantial deviation processed as a NOPC. The management plan does not relieve the Applicant of any State or Federal permitting requirements.
 - a. The location of the preserve is to include the existing temperate hardwoods and the improved pasture west and north of the temperate hardwoods, in the northern portion of the development (approximately 100 acres).
 - b. Mowing, controlled burning or livestock grazing are to be utilized to maintain

vegetation height suitable for gopher tortoises, Sherman’s fox squirrels and foraging by sandhill cranes.

- c. Pines, preferably longleaf pine, are to be planted in low densities to increase plant diversity and structure for nesting for Sherman’s fox squirrel. Pines are not to be planted in densities that would impact gopher tortoises.
- d. Pedestrian trails and trail infrastructure that do not impact listed species are recommended.
- e. The road, currently shown on Map H (**Exhibit B**) shall be relocated such that it does not intersect the temperate hardwood area, but is moved eastward closer to the eastern property line.
- f. Wetland buffers shall be consistent with the requirements of State permitting agencies or the requirements of the City, whichever is more stringent.
- g. Drought tolerant plants adapted to site conditions shall be utilized.
- h. The Applicant shall identify recreation uses that will be allowed in conservation areas.
The Management Plan shall also include the following components:
 - i. Provide for management of gopher tortoises consistent with applicable Florida law.
 - j. Establish protocols for exotic and nuisance wildlife and plant control.
 - k. Establish a bear management plan that provides educational materials for residents regarding deterrent methods to reduce human-bear conflicts, provide for a trash receptacle and dumpster program to manage potential bear and other wildlife intrusion and develop rules or ordinances that require business and residents to secure wildlife attractants to prevent potential conflicts with bears.
 - l. Provide for future residents education regarding the purpose and methods of the management plan.

- m. Provide for installation of kestrel nesting boxes at an appropriate density consistent with the known kestrel population on-site, if any.
- n. Provide for the control of feral and free roaming cats to prevent the depredation of Sherman’s fox squirrels and other listed species and indigenous wildlife as recommended by the FWC.
- o. Establish wildlife crossings on interior roads to maintain habitat connectivity where appropriate.
- p. Establish conservation easements and adequate funding to secure and manage preserved areas in perpetuity as needed to implement the management plan. Conservation easements will be conveyed to the SJRWMD, the City, Orange County, the Nature Conservancy, or Florida Audubon, or any other conservation organization whose purpose is the management and preservation of lands.
- q. Conduct biennial wildlife surveys to measure the preserve’s success and provide for biennial reporting of the implementation and effectiveness of the management plan at the time of the biennial report.
- r. Develop a mechanism to make modifications to the management plan that are approved via permitting with such modifications being reported within the appropriate biennial report.

7. Recreation/Parks

The Applicant and the City shall enter into a binding developer’s agreement to address the provision of parks and recreational facilities for the Kelly Park Crossing DRI prior to approval of the first Incremental Rezoning.

8. Water Supply and Water Conservation

- A. The City’s consumptive use permit which expires on September 13, 2031, is anticipated to meet the needs of the City’s projected population including the development generated by the DRI. However, each phase of the DRI, beyond phase 1 as identified in the Condition 2, Project Description, of this Development Order, shall proceed only upon confirmation of adequate water supply sources to support the development of said phase through the City’s consumptive use permit or other sources that are approved by the SJRWMD.
- B. Reasonably available lower-quality sources of water, including storm water, surface water, and reclaimed water, must be distributed for use or used throughout the DRI in place of higher quality water sources according to the SJRWMD rules and applicable state law. Storm water, surface water and reclaimed water shall be maximized as nonpotable water sources for irrigation.
- C. Any wells no longer in use within the DRI boundary shall be properly plugged and abandoned in accordance with SJRWMD rules and regulations. Any change in the use of the wells is subject to SJRWMD’s approval of an appropriate CUP consistent with adopted SJRWMD rules.
- D. Each multifamily residential unit subject to an individual deed for property ownership and nonresidential multi-unit structures shall use submeters for potable water. Multifamily residential units not subject to individual deeds shall use master meters.
- E. . Development within the Kelly Park Crossing DRI shall comply with applicable provisions of the City’s Landscape and Irrigation Ordinance No. 2069.
- F. The covenants, codes and deed restrictions shall require that only U.S. Environmental Protection Agency Water Sense-labeled water-conserving fixtures or equivalent

performing fixtures shall be installed in all residential and nonresidential buildings and structures.

- G. The covenants, codes and deed restrictions shall require that only U.S. Environmental Protection Agency Energy Star-labeled water-conserving fixtures or equivalent performing fixtures shall be installed in all residential and nonresidential buildings and structures.
- H. The Applicant shall implement the water conservation practices described in the ADA and subsequent sufficiency responses to maximize water conservation and enhance water quality.
- I. The Applicant shall obtain water from the City subject to the City’s rate resolutions and ordinances. The Applicant shall enter into an agreement with the City addressing the timing and funding of potable water and nonpotable water infrastructure projects that are needed to support the DRI.
- J. A distribution system for nonpotable water (i.e., storm water, surface water and reclaimed water) shall be installed concurrently with both residential and nonresidential development within the DRI. The Applicant and the City shall enter into an agreement addressing the timing and funding of the nonpotable water system. The nonpotable distribution system shall be developed parallel to and concurrently with the potable water distribution system for utilization. All irrigation systems installed in the development shall be designed to accept nonpotable water.

9. Wastewater Management.

- A. Development of the DRI shall proceed concurrent with the provision of adequate central sewer service meeting the adopted level of service standards in the City Comprehensive

Plan. The Applicant shall enter into an agreement with the City addressing responsibility for the design, construction and funding of central sewer lines to service the DRI.

10. Stormwater Management.

- A. The stormwater management system shall be designed as a stormwater reuse system, when feasible, to maximize the amount of surface water that will be available for irrigation needs throughout the development.
- B. The Applicant will employ best management practices for erosion and turbidity control.
- C. Low Impact Development (LID) techniques are recommended for the stormwater system to the extent allowed by the SJRWMD. Consultation with the Program for Resource Efficient Communities at the University of Florida’s Institute for Food and Agricultural Services is recommended.
- D. The Kelly Park Crossing DRI shall comply with applicable provisions of the City’s Landscape and Irrigation Ordinance No. 2069.

11. Energy & Technology.

- A. Development within the DRI shall comply with the City’s natural gas ordinance that is being developed. This requirement shall not be used to prohibit development until an ordinance is adopted. Any site plan or subdivision plan submitted within Kelly Park Crossing prior to such adoption will be vested from this ordinance.

- 12. Solid Waste.** Development within the DRI shall occur consistent with the adopted level of service standards for solid waste identified in the City Comprehensive Plan. The handling,

storage, transportation and disposal of any hazardous materials within the DRI will comply with local, state, and federal rules, regulations and laws. All users, generators and operators within the DRI property shall be required to adhere to all federal, state and local laws, codes, ordinances, rules and regulations with respect to the use, management and disposal of hazardous waste.

13. Fire, Police, EMS. Police, fire and EMS service will be provided by the City. This condition does not preclude the application of interlocal agreements for mutual support.

The Applicant and the City shall enter into a binding developer's agreement to address the provision of fire, police, and EMS services for Kelly Park Crossing DRI, prior to the approval of the first Incremental Rezoning. Fire/Police/EMS Facilities sites constitutes an Institutional use for purposes of the development program at Condition 2.

14. Affordable Housing. The Affordable Housing Analysis prepared for the Kelly Park Crossing DRI ADA using the approved ECFRPC methodology concluded that affordable housing will be available at the conclusion of Phase 1. Additional studies shall be conducted for all future phases prior to their commencement. If the ECFRPC methodology is applied, compliance with the ECFRPC methodology shall also mean meeting the requirements to appropriately mitigate impacts for each phase as identified in said methodology. The Kelly Park Crossing DRI can mitigate for very low and/or low affordable housing deficiencies with accessory dwelling units only if found by the City to be consistent with existing zoning requirements and supporting land development regulations.

15. Education. The Kelly Park Crossing DRI shall enter an agreement with the Orange County School Board to address school capacity needs created by the DRI.

16. Transportation.

- a. The Kelly Park Crossing DRI shall be divided into the following vehicular traffic phases based on reaching any of the following thresholds or years, as indicated below.

Phase & Year	Daily Trips	Daily Trips Cumulative	External* Daily Trips	External* Daily Trips Cumulative	Peak Hour Trips	Peak Hour Trips Cumulative	External* Peak Hour Trips	External* Peak Hour Trips Cumulative
<u>Phase 1</u> <u>2023</u>	17,907**	17,907	16,121	16,121	1,497	1,497	1,332	1,332
<u>Phase 2</u> <u>2028</u>	58,868	76,775	46,078	62,199	5,979	7,476	5,089	6,421
<u>Phase 3</u> <u>2033</u>	40,708	117,483	32,375	94,574	4,215	11,691	3,507	9,928
<u>Phase 4</u> <u>2038</u>	21,041	138,521	47,388	141,962	2,533	14,224	2,153	12,081

External trips reflect anticipated internalization reductions but not passer-by reductions

Phase 1 shall be 17,907 daily trips. Mitigation for phase 1 development must be secured by a development agreement prior to commencement of phase 1 development. Subsequent to phase 1 but prior to the initiation of each phase thereafter as identified in the preceding paragraph, the Applicant shall conduct a monitoring/modeling (M&M) program. This program shall ascertain the Level of Service (“LOS”) on facilities where the pending phase of (starting with phase 2) Kelly Park Crossing DRI is estimated to contribute an amount of traffic greater than or equal to five percent (5%) of the adopted LOS service volume. The methodology of the M&M program shall be agreed upon by the City, the ECFRPC, Orange County, Lake County, the Florida Department of Transportation (“FDOT”), and the Florida Department of Economic Opportunity and the Applicant. The depth of each M&M effort shall be similar to that required

within an ADA (to include all subsequent phases for projected roadway adversity testing) but shall be consistent with the requirements of the City Concurrency Management Systems (if in effect) as it relates to facilities within that jurisdiction. Empirical data will be required to be collected for the M&M program on facilities where it is estimated that the DRI contributes an amount of traffic greater than or equal to five percent (5%) of the adopted LOS maximum service volume. This may include an origin-destination survey to verify DRI trip distribution on the external roadway network no earlier than seventy-five percent (75%) through any applicable Phase. The origin-destination survey shall also verify the percentage of DRI trips that travel on the Wekiva Parkway. A trip generation and internal capture study shall be performed to verify trip generation and internal capture assumptions for the development. In the event that all parties cannot come to agreement on the methodology, the ECFRPC, FDOT, the City, Orange County and Lake County shall be the final arbiters. The City's decision shall be final as it relates to its facilities; if required by law, the FDOT's decision shall be final on the strategic intermodal system; Orange County's decision shall be final on Orange County facilities; Lake County's decision shall be final on Lake County facilities; and the ECFRPC's decisions shall be final as it relates to all other facilities. Each M&M program shall provide a roadway needs analysis for each future phase as well as the phase being tested for mitigation requirements.

The facilities to be monitored/modeled for the next phase shall include, but shall not be limited to, those segments of the regional roadways listed below and one segment beyond where the Kelly Park Crossing DRI phase is estimated to contribute a cumulative amount of traffic greater than or equal to five percent (5%) of the adopted LOS service volume. The analyzed

facilities will include signalized intersections and link analyses of collector and higher classified roadways and interchange ramps.

The City, the ECFRPC, Orange County, Lake County, FDOT, and DEO shall have the right to make reasonable requests for additional information from the Applicant to verify adherence to these provisions. The Applicant shall supply adequate information toward compliance with these requirements.

Candidate Roadways for Monitoring and Modeling

Roadway Facility	From	To
US 441	CR 473	Bradshaw Road
SR 46	US 441	CR 437 north
SR 429 (Expressway)	Florida’s Turnpike	Apopka Bypass (John Land Expressway)
Wekiva Parkway	SR 429	Interstate 4
CR 435 (Rock Springs Road)	Kelly Park Road	Sandpiper Road
CR 435 (Park Avenue)	Sandpiper Road	Cleveland Street
CR 435 (Clarcona Road)	Cleveland Street	Clarcona-Ocoee Road
CR 437	CR 44A	Orange-Lake County Line
Plymouth –Sorrento Road	Orange-Lake County Line	US 441
Welch Road	Vick Road	Wekiva Springs Road
Binion Road/Orange Avenue	Apopka Ocoee Road	US 441
Errol Parkway	Lake Francis Drive	Lake Arden Drive
Golden Gem Road	Kelly Park Road	Ponkan Road
Haas Road	Plymouth Sorrento Road	Mt. Plymouth Road
Jason Dwelley Parkway	Kelly Park Road	Ponkan Road
Kelly Park Road	Round Lake Road	Rock Springs Road
Lake Francis Drive	Schopke Lester Road	Vick Road
Lester Road	Schopke Road	Plymouth Sorrento Road
Mt. Plymouth Road	Kelly Park Road	Lake County Line
CR 435	Orange County Line	SR 46
Ondich Road	Round Lake Road	Plymouth Sorrento Road
Ponkan Road	Orange Blossom Trail	Rock Springs Road
Round Lake Road	Ponkan Road	Wolf Branch Road

Sadler Avenue	Lake County Line	Orange Blossom Trail
Sadler Avenue/Sadler Road	Orange Blossom Trail	Round Lake Road
Vick Road	Old Dixie Highway	Ponkan Road
Wolf Branch Road	US 441	CR 437
Yothers Road	US 441	Plymouth Sorrento Road

- b. The Kelly Park Crossing DRI shall not commence beyond Phase 1 (as defined herein) into Phase 2 or into subsequent phases when service levels are below the minimum service level adopted in the applicable local government’s comprehensive plan during the peak hour and if the DRI is projected to contribute with the next phase of traffic, five percent (5%) of the adopted LOS service volume of the roadway or intersection unless mitigation measures and/or improvements are secured and committed for completion of construction during the phase in which the impacts occur. Backlogged facilities shall be exempt from mitigation requirements. This shall be determined by the M&M program required in the preceding condition. The schedule of required roadway improvements shall be tied to the development level when the improvement is needed within each phase. The Development Order shall be amended to incorporate the required improvements and the commensurate trip level by which the improvement is needed to support DRI development.
- c. Adequate “secured and committed” mitigation measures shall include one of the following:
- i. A roadway improvement scheduled for construction within the first three (3) years of the appropriate local government’s adopted comprehensive plan capital improvement element (or as otherwise provided in the applicable jurisdiction’s capital improvement element) or; a roadway improvement scheduled for

- construction within the first three (3) years of the FDOT’s five-year Work Program.
- ii. A binding, financially secured and irrevocable commitment by the Applicant or other appropriate persons or entities for the design, engineering, land acquisition and actual construction of the necessary improvements coupled with the posting of a cash bond, surety bond, irrevocable letter of credit, escrow account or other security in a form acceptable to the agency of jurisdiction within the next three (3) years and incorporated by reference into the development order.
 - iii. Any other mitigation option specifically provided for in this development order.
 - iv. Any other mitigation option permitted by law, including but not limited to a local government development agreement consistent with Chapter 163, Florida Statutes, which ameliorates the projected impact and is incorporated into the DRI Development Order by amendment.
 - v. A proportionate share agreement provided by the Applicant with the City and the jurisdiction or agency whose roadway is impacted, pursuant to Rule 9J-2.045, F.A.C., and Chapter 380.06(15)(e), or Section 163.3180(5)(h)3., Florida Statutes, if applicable at time of agreement.
- d. The above mitigation measures shall occur by the required threshold in order for the DRI to proceed through the balance of the applicable phase. If the Applicant can demonstrate that a portion of a phase does not adversely affect the Regional Roadway network as determined by the M&M tests discussed above, then the Applicant may proceed with that portion of the phase (and only that portion).

- e. In the event that a roadway widening is identified which is not compatible with adopted policy of the FDOT or local government (e.g., constrained), the Applicant, the City, or the party having either maintenance or jurisdictional responsibility for the facility, shall determine alternate mitigation solutions to provide for the movement of people.

- G. Toward the achievement of the objectives in the two preceding conditions, an agreement(s) among the City, Orange County, Lake County, the FDOT, the OOCEA and the Applicant may be created to address and clarify such issues related to equity in the application of collected fees for transportation improvements. In such an event, application of fees shall be applied in a manner consistent with the appropriate rules adopted by the State of Florida or by existing interlocal agreements. However, such an agreement would not alter or waive the provisions and requirements of the other conditions of the Development Order as a mitigated measure for the transportation impacts for the Kelly Park Crossing DRI. In the event that one of the designated parties to the agreement (other than the Applicant) fails to execute said interlocal agreement(s) within the specified time, then the Applicant may proceed with the DRI based upon the modeling M&M schedule and all other recommendations specified herein as it affects the non-participating party. Separate agreements may be entered into with one or more parties and the Applicant.

- H. The following table lists the Phase 1 improvement needs required to mitigate the DRI's intersection impacts during Phase 1. The City and the Applicant shall enter into a proportionate share agreement which addresses the improvement costs, timing of mitigation payments, the option of pipelining proportionate share mitigation fees, and

adequate provisions for transportation impact fee credits against proportionate share and mitigation fees.

Phase 1 Intersection Improvement Needs

Roadway/Intersection	Proposed Improvement
SR 46 at CR 437 South	Provide a NB right-turn lane
US 441 at Sadler Avenue	Provide EB and WB left-turn lanes
US 441 at Plymouth-Sorrento Road	Re-stripe to provide an EB and WB auxiliary through lane along US 441. Restripe SB approach to provide an exclusive SB right-turn and shared SB lane for left and right-turns.
Kelly Park Road at Round Lake Road	Add WB right-turn lane.
Kelly Park Road at Plymouth-Sorrento Road	Add EB left-turn lane and re-time signal
Ponkan Road at Plymouth-Sorrento Road	Add NB left-turn lane and re-time signal

- I. The following list of improvements has been identified as the result of significant and adverse impacts from the Kelly Park Crossing DRI. It is anticipated that these will be refined by the M&M process prior to each phase. Since widening of roadways may not be compatible with state and local plans, transit operations or alternate parallel facility improvements should also be considered. A timeframe and responsible party for the implementation of the following improvements, as amended by the M&M program, shall be identified at the beginning of each phase.

Phase 2 (2020)			
Roadway	From	To	Improvement Need
US 441	Yothers Road	Hermit Smith Road	6 Lane Divided
	Plymouth Sorrento Road	Park Avenue	6 Lane Divided
SR 46	Vista View	Round Lake Road	4 Lane Divided

Kelly Park Crossing DRI – Amended (Clean **EXHIBIT C**)

	CR 437 South	CR 437 North	4 Lane Divided
Welch Road	Vick Road	Rock Springs Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Golden Gem Road	Plymouth Sorrento Road	4 Lane Divided
Round Lake Road	Orange County Line	Wolf Branch Road	4 Lane Divided
Phase 3 (2025)			
US 441	SR 19/Duncan Drive	US 19/Bay Street	8 Lane Divided Equivalent
	Donnelly Street	Wolf Branch Road	6 Lane Divided
	Yothers Road	Bradshaw Road	6 Lane Divided
SR 46	US 441	Round Lake Road	4 Lane Divided
	CR 437 South	CR 437 North	4 Lane Divided
SR 429 (Expressway)	Florida's Turnpike	Plant Street	6 Lane Expressway
CR 435/Park Avenue	Orange Street	US 441	6 Lane Divided
CR 435/Clarcona Road	Keene Road	Clarcona-Ocoee Road	4 Lane Divided
Welch Road	Vick Road	Rock Springs Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Golden Gem Road	Jason Dwelley Parkway	4 Lane Divided
Round Lake Road	Orange County Line	Wolf Branch Road	4 Lane Divided
Sadler Road	Lake County Line	Round Tree Road	4 Lane Divided
Vick Road	Welch Road	Lake Francis Drive	4 Lane Divided
Wolf Branch Road	US 441	Britt Road	4 Lane Divided
Phase 4 (2030)			
US 441	CR 473	Old US 441	8 Lane Divided Equivalent
	SR 19/Duncan Drive	Donnelly Street	8 Lane Divided Equivalent
	Donnelly Street	Sadler Road	6 Lane Divided
	Yothers Road	Bradshaw Road	6 Lane Divided
SR 46	US 441	Round Lake Road	4 Lane Divided
	CR 437 South	CR 437 North	4 Lane Divided
SR 429 (Expressway)	Florida's Turnpike	Apopka Bypass	6 Lane Expressway
	Kelly Park Road	Rock Ridge Boulevard	6 Lane Divided

CR 435/Rock Springs Road	Welch Road	Sandpiper Road	6 Lane Divided
CR 435/Park Avenue	US 441	M Gladded Boulevard	4 Lane Divided
CR 435/Clarcona Road	Cleveland Street	Clarcona-Ocoee Road	4 Lane Divided
CR 437	SR 44	Orange County Line	4 Lane Divided
Welch Road	Vick Road	Ustler Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Round Lake Road	Jason Dwelley Parkway	4 Lane Divided
Kelly Park Road	Mt. Plymouth-Sorrento Road	Rock Springs Road.	4 Lane Divided
CR 435	Orange County Line	Dubstread Drive	4 Lane Divided
Round Lake Road	Kelly Park Road	Wolf Branch Road	4 Lane Divided
Sadler Road	Lake County Line	Round Tree Road	4 Lane Divided
Vick Road	Welch Road	Lester Road	4 Lane Divided
Wolf Branch Road	US 441	Britt Road	4 Lane Divided

J. If the modeling M&M results as set forth above show that improvements must be made to roadway facilities, and if mitigation is not provided as set forth in these conditions or as otherwise required pursuant to Rule 9J-2.045(7), then prior to any construction of future phases and subject to the provisions of Chapter 380.06(15)(e), Florida Statutes, the Applicant, the City and the entity with jurisdiction over the roadway facility may enter into an agreement which ensures that:

- i. proportionate share payment is made by the Applicant to the appropriate entity(ies) to mitigate DRI impacts; and
- ii. said proportionate share payment shall be used by the appropriate entity only for the design, engineering, right-of-way purchase, permitting and/or construction of improvement to the segments/intersections for which the payment is made; and

- iii. said proportionate share payment by the Applicant constitutes adequate provision for the public facilities needed with respect to the road segments to accommodate the impacts of the DRI through the phase for which the proportionate share was calculated, as required by Chapter 380.15(e)(2), Florida Statutes. All such proportionate share agreements shall be included in this Development Order by amendment pursuant to Chapter 380.06(19), Florida Statutes. The formula to be used to determine proportionate share contribution is as follows:

$$\frac{(\text{DRI Trips})}{\text{SV Increase}} \times \text{Cost} = \text{Proportionate Share}$$

- iv. For this formula, DRI Trips is the cumulative number of trips from the development expected to reach the roadway during the peak hour from the phase under development. Service Volume (“SV”) increase is the change in peak hour maximum service volume of the roadway resulting from construction of the improvement necessary to maintain the desired level of service; and Cost of Improvement is the cost (at the time of Applicant’s payment) of constructing an improvement necessary to maintain the desired level of service, including all improvement associated costs (engineering design, right-of-way acquisition, planning, engineering, inspection and other associated physical development costs directly required and associated with the construction of the improvement) as determined by the governmental agency having maintenance obligations over the roadway. Transit service and facilities shall be considered in the proportionate share calculations.
- v. Pursuant to COMMUNITY PLANNING ACT OF 2011 (2011-139 F.S.), the proportionate share provisions above shall be reexamined to address the provisions

contained therein, and, in the event of a conflict, the Statute shall prevail. Nothing in this development order shall require the Applicant to fund improvements when such funding is inconsistent with the provisions of Florida Statute or Florida Administrative Code. Should an agency disagree with an exemption allowed by the City under this paragraph, the final arbiter on interpreting the Act shall be the DEO.

- K. Notwithstanding any provision contained herein to the contrary, except as specifically agreed to in writing, the City and the entity with jurisdiction over the roadway facility shall have no financial responsibility to contribute to or participate in the funding of the design, engineering, permitting and/or construction of roadway improvements unless otherwise required to do so by State law.
- L. The M&M required prior to each phase or subphase shall be used to verify impacts from previous phases and to more accurately estimate probable impacts from later phases. The M&M program undertaken prior to Phase 2 shall also assess full buildout. If necessary, the proportionate share amount will be adjusted to reflect actual impacts from a phase and the more accurate information, which will result from the estimates for later phases. If it is verified that the roadway improvements mentioned above are still needed, then the DRI shall not proceed into later phases until either the proportionate share payment is made or the needed improvements are scheduled for construction in the applicable entities' work program within the first three (3) years from the date when impacts are estimated to be significant and adverse. Pursuant to the COMMUNITY PLANNING ACT OF 2011, the requirements above shall be reexamined to address the provisions contained therein. In the event that the Act (COMMUNITY PLANNING ACT OF 2011) addresses the mitigation

of transportation impacts in a different manner than those options provided herein, the Applicant may elect to utilize the options afforded by the Act.

- M. Student enrollment for the community college shall initially be limited to 1,866 students. However, if the demand for additional enrollment is established in the future, the conversion matrix may be applied to convert from another use such that the peak-hour peak-direction trips for the current phase of the Kelly Park DRI are not increased.
- N. The Kelly Park DRI shall not proceed with any portion of the development program that would result in DRI trips above the threshold identified for Phase 1 until the Wekiva Parkway toll facility is constructed and operational. In the event that construction of the Wekiva Parkway is terminated or delayed indefinitely, additional local and state review and approvals will be required for any portion of the DRI beyond Phase 1 to reevaluate impacts and the viability of future development phases.
- O. If the parties cannot reach agreement independently prior to the date when impacts are estimated to be significant and adverse, or if so desired by the parties at any time, then the issues in dispute shall be submitted to the ECFRPC for either voluntary mediation pursuant to its adopted dispute resolution process or to binding arbitration pursuant to the rules and procedures of the American Arbitration Association (“AAA”) unless otherwise agreed by the parties in dispute. The solutions recommended as a result of this process shall be implemented and the Development Order amended pursuant to Chapter 380.06(19), Florida Statutes, to include these solutions.
- P. In order to provide safe access and to preserve operational capacity, the need for deceleration lanes shall be determined by the appropriate permitting agencies and if required, installed by the Applicant. The Applicant and the appropriate permitting agencies

shall confirm the need for and the cost of signalization at the DRI entrances consistent with policies of the City and the appropriate permitting agencies. Signal costs and geometric improvements at DRI entrances are the financial responsibility of the Applicant through DRI buildout unless other traffic warrants such signalization or improvements in advance of DRI demand or other nearby development contributes traffic to the subject intersection, in which case, the Applicant may pay an appropriate fair share for signalization costs as determined by the City.

- Q. The development plan will include multiple roadways through the Kelly Park Crossing DRI in order to provide adequate capacity, to provide alternative routes and to lessen the impacts to community cohesiveness.
- R. To reduce the impacts on arterial roads, the Kelly Park Crossings DRI will include a gridded and connected street network and shall restrict cul-du-sacs and dead end streets except as may be provided in Condition 4, Option B, of this development order. The DRI will connect to existing and future street networks on and off site when practical as determined by the City in conjunction with Orange County. The applicant will not be required to purchase additional property(ies) to implement this condition. Nothing in this recommendation is intended to preclude the Applicant from developing a use where a campus is desired without a grid network, or in the event that a grid network would create otherwise unnecessary environmental impacts to wetlands or upland preserve areas.
- S. The Applicant shall cooperate with LYNX to identify the need and confirm the steps necessary to implement the following:
 - i. By Phase 3, identify a potential location for a 200 space park and ride lot proximate to the Wekiva Parkway and Kelly Park Road interchange, which may be shared with

- commercial uses.
- ii. Coordinate with LYNX and Kelly Park Crossing DRI businesses to promote workplace flextime strategies.
 - iii. Reserve sites with adequate size and accessibility for future transit routes, stops and amenities (passenger shelters, transit parking bays and parking spaces for vanpool vehicles) in the development area. During the design, the Applicant shall consult the Lynx Central Florida Mobility Design Manual available at www.golynx.com under publications.
 - iv. Preferential parking for employees who participate in ridesharing programs.
 - v. Financial assistance to provide a route to the site once LYNX and the City determine that ridership levels justify such a connection to the system. Said financial contribution shall be based on a proportionate share of ridership to or from the Kelly Park Crossing DRI, to the extent allowed by law.
 - vi. Coordinate with FDOT's ReThink program (www.rethinkyourcommute.com) in order to increase the modal split of the DRI.
 - vii. Should the Orange Blossom Express (along the US 441 corridor through Apopka) become operational for rail transit, the Applicant shall assess actions to facilitate ridership on the system, including but not limited to shuttle operations to and from the nearest station during peak traffic hours.
- T. In the interest of safety, and to promote alternative forms of transportation, the Applicant shall provide the following bicycle and pedestrian systems:
- i. The on-site bicycle systems shall be connected into any external bicycle systems abutting the Kelly Park Crossing DRI and existing at the time of construction within

- the DRI, and shall anticipate the connection to the Wekiva Trail.
- ii. Bicycle and pedestrian facilities shall adhere to minimum state standards as contained in the Florida Bicycle Facilities Planning and Design Handbook.
 - iii. Provided that there is no conflict with the City’s adopted Form Based Code, covered walkways shall be designed into the front of non-residential structures to the maximum extent practicable, but such provision shall not be construed so as to create a mandatory design element, but to create a heightened sensitivity to ensuring cover from the elements for pedestrians.
 - iv. In all areas of the Kelly Park Crossing DRI where cycling will be accomplished on both sidewalk/bikeways and streets, appropriate signage identifying bike routes shall be installed.
 - v. Special consideration shall be given to bikeways connecting neighboring residential areas to employment and commercial areas and schools.
 - vi. Bicycle support facilities, such as parking racks and/or lockers, shall be provided at commercial areas and work areas.
 - vii. DRI roadways and improvements to area roadways approaching the site are recommended to incorporate bicycle and pedestrian facilities.

17. Historical and Archaeological Sites. The Applicant, or any other subsequent developers developing within the DRI, shall notify, or ensure the notification of construction personnel, through posted advisories or other methods, of the potential for artifact discoveries on the Kelly Park Crossing DRI site and to report suspected findings to the DRI manager. In the event of discovery of artifacts of historic or archaeological significance during construction, the Applicant and/or subsequent developers shall immediately halt any construction activity within

one hundred fifty (150) feet of the location of any discovery that has the potential to adversely affect the archeological find; and will, within three (3) business days of the discovery of artifacts notify the City and the Division of Historical Resources (“DHR”) of the Florida Department of State. Thereafter, the Applicant will coordinate the evaluation of the artifacts with review agencies and provide any professional assistance necessary to document, relocate, preserve or conserve the site and/or physical artifacts; provide proper protection of the discovery in accordance with applicable law; and provide a written report to the agencies listed above documenting the results of the site evaluation and mitigation/preservation actions proposed or completed. The process and actions described above shall not extend beyond one hundred twenty (120) days to allow evaluation of the site, and, thereafter, the Applicant may continue with development.

18. Green Development Standards. The Kelly Park Crossing DRI shall meet the standards of any of the following: the US Green Building Council’s (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Florida Green Building Coalition (FGBC), the Green Building Initiative’s Green Globes program or any other nationally recognized, green building system that is approved by the Department of Management Services (DMS). The Kelly Park Crossing DRI shall at a minimum, meet Energy Star standards for all development.

19. Outdoor Lighting. Appropriate “dark skies” measures shall be implemented in all new construction except in areas proximate to the interchange area, provided that acceptable public safety and security are maintained. Actions to direct lights downward and away from existing rural areas may be based upon the Model Lighting Ordinance Users Guide from the

Illuminating Engineering Society. These provisions may be accessed at http://docs.darksky.org/MLO/MLO_FINAL_June2011.pdf.

20. Monitoring Official and Procedures. The City Administrator, or his or her designee, shall be responsible for monitoring the development and enforcing the provisions of this Development Order. The City shall not issue any permits or approvals or provide any extensions of services if the Applicant fails to comply with this Development Order. This Development Order will be enforced by the City of Apopka through implementation of its adopted Comprehensive Plan, Land Development Code, Code Enforcement by the designated Zoning Official of the City, pursuant to the provisions of Section 380.11, Florida Statutes, or as otherwise provided by law.

21. Phasing and Buildout. The Kelly Park Crossing DRI is to be developed as a four-phase project as described in the table below. The projected buildout date for all DRI development is December 31, 2038. The Applicant shall commence physical development of five percent (5%) of Phase 1 of the DRI (e.g. one hundred seventy-two (172) [residential units, commercial square footage, etc.] or equivalent number of PM peak-hour external trips) within twelve (12) years after the effective date of this Development Order, otherwise this Development Order shall expire. Should the Applicant donate property to the City for an institutional use (e.g. fire station, police station, City Hall Annex, etc.) the maximum FAR allowed under the adopted comprehensive plan shall be assigned to the parcel and the square footages resulting from this analysis shall be applied to the 5% of phase 1 referenced herein. Alternatively, should the applicant commence construction on the spine road from Kelly Park Crossing to Ondich Road within ten years of the effective date of this development order then the five percent threshold

shall have been met. The Applicant and the City estimate that approximately twenty (20) years will be required to complete the development described herein once development has commenced.

Since adoption of the Form Based Code (FBC) is required and since the applicant is prohibited from proceeding with project development until such time of its adoption, the City and the applicant agree that the dates contained herein may be adjusted to reflect the FBC adoption date. Commencement shall be the date of adoption of the FBC. Expiration is estimated to be 20 years from commencement, with four five year phases in between. No further amendments to this development order will be necessary to adjust the commencement, phase, down zoning, or expiration dates made in order to adjust to the Form Based Code's adoption.

Development within a given phase of Kelly Park crossing may occur anywhere within the project so long as the conditions of this development order are met and said development has obtained all other necessary approvals and permits.

22. Biennial Reporting Requirement. In accordance with Chapter 380.06(18), Florida Statutes, the Applicant, its successors or assigns, shall submit a biennial report on or before the two year anniversary date of this Development Order and in every other or second year thereafter during the buildout of the DRI (the "Biennial Report"). The Biennial Report shall be submitted to the City, the ECFRPC, the DCA (or successor agency, as applicable), the SJRWMD and all affected agencies formally requesting copies of the same in writing to the Applicant. The contents of the Biennial Report shall comply with the relevant conditions of

approval of this Development Order, Chapter 380.06(18), Florida Statutes, Rule 9J-2.025(7), F.A.C, and any and all other and further information required under applicable law. The Biennial Report shall include a statement that all persons/agencies listed above or otherwise entitled to receive the Biennial Report have been sent copies and the failure to timely submit the Biennial Report may subject the Applicant and the Kelly Park Crossing DRI to the temporary suspension of this Development Order in accordance with Chapter 380.06(18), Florida Statutes. In each biennial report the Applicant shall provide information and documentation as to how and in what manner the DRI is striving to meet and/or is meeting the foregoing energy goals.

23. Downzoning Protection. In accordance with Section 380.06(15), Florida Statutes, the DRI, as approved in this Development Order, shall not be subject to downzoning, unit density reduction, or intensity reduction before December 31, 2038, as such date may be extended, unless the Applicant consents to such change, or the City demonstrates that substantial changes in the conditions underlying the approval of the Development Order have occurred or unless the City demonstrates that the Development Order was based on substantially inaccurate information provided by the Applicant or unless the change is clearly established by the City to be essential to the public health, safety, or welfare.

Glossary of Acronyms Used

AAA	American Arbitration Association
ACOE/USACOE	Army Corps of Engineers
ADA	Application for Development Approval
AM&M	Annual Monitoring & Modeling
BRT	Bus Rapid Transit
CCR	Codes, Covenants and Restrictions
CDD	Community Development District
CSDA	Critical Smoke Dispersal Area
DEO	Department of Economic Opportunity
DHR	Division of Historical Resources
DO	Development Order
DRI	Development of Regional Impact
ECFRPC	East Central Florida Regional Planning Council
ERP	Environmental Review Permit
FAC	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FFWCC/FWC	Florida Fish and Wildlife Conservation Commission
FGBC	Florida Green Building Coalition
FIHS	Florida Intrastate Highway System
FLEPPC	Florida Exotic Pest Plant Council
USFWS/FWC	US Fish and Wildlife Service
HMP	Habitat Management Plan
LEED	Leadership in Energy and Environmental Design
LOS	Level of Service
MDA	Master Development Association

M&M	Monitoring & Modeling
MMTD	Multimodal Transit District
MPO	Metropolitan Planning Organization
NOPC	Notification of a Proposed Change
OHW	Ordinary High Water
SFS	Sherman’s fox squirrel
SHCA	Strategic Habitat Conservation Area
SJRWMD	St. Johns River Water Management District
SOAR	System Operation Assessment Report
SV	Service Volume
TMDL	Total Maximum Daily Load
TOD	Transit Oriented Development
USFWS/FWS	US Fish and Wildlife Service
USGBC	US Green Building Council

EXHIBIT A PROPERTY DESCRIPTION

LEGAL DESCRIPTION:

SOUTH PARCEL:

A TRACT OF LAND LYING IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9192, PAGE 3515; OFFICIAL RECORDS BOOK 9022, PAGE 4867; OFFICIAL RECORDS BOOK 7529, PAGE 1955; OFFICIAL RECORDS BOOK 6844, PAGE 562; AND OFFICIAL RECORDS BOOK 9022, PAGE 4561, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°53'56" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 61, PAGE 315, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°29'41" WEST, ALONG SAID NORTHERLY EXTENSION LINE, 30.00 FEET TO THE POINT OF INTERSECTION OF THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD WITH THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 190, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN NORTH 89°53'56" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, AND ALSO ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE MAPS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 1324.28 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251 AND ALONG THE SOUTHERLY AND EASTERLY LINES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7106, PAGE 2430 THE FOLLOWING COURSES: SOUTH 00°04'09" EAST, PARALLEL WITH AND 30.00 FEET EAST OF, BY PERPENDICULAR MEASURE, THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 853.18 FEET; THENCE, RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 160.19 FEET; THENCE RUN SOUTH 00°25'38" EAST, 30.00 FEET; THENCE RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 476.14 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 00°21'13" WEST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 579.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°53'56" WEST, ALONG THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 66.00 FEET; THENCE RUN NORTH 00°21'13" WEST, PARALLEL WITH AND 66.00

FEET EAST OF, BY PERPENDICULAR MEASURE, THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 300.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD; THENCE RUN ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE AFORESAID MAPS OF ORANGE COUNTY ROAD BOND PROJECT 49E, AND AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THE FOLLOWING COURSES: NORTH 89°53'56" EAST, 620.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5759.65 FEET, A CENTRAL ANGLE OF 01°04'20", AN ARC LENGTH OF 107.79 FEET, A CHORD LENGTH OF 107.79 FEET, AND A CHORD BEARING OF NORTH 89°21'46" EAST TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1.01 FEET; THENCE RUN NORTH 88°20'48" EAST, 678.92 FEET TO POINT LYING ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°26'23" EAST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 2584.29 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 89°15'10" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 669.79 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE RUN SOUTH 00°20'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1344.79 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE RUN SOUTH 88°58'18" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1332.53 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1351.30 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 89°32'06" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1356.70 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN NORTH 00°29'50" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, A DISTANCE 2147.97 FEET TO THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°23'39" WEST, ALONG THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1321.35 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD; THENCE RUN NORTH 00°21'15" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 544.71 FEET; THENCE RUN NORTH 00°29'41" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE 2603.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

NORTH PARCEL:

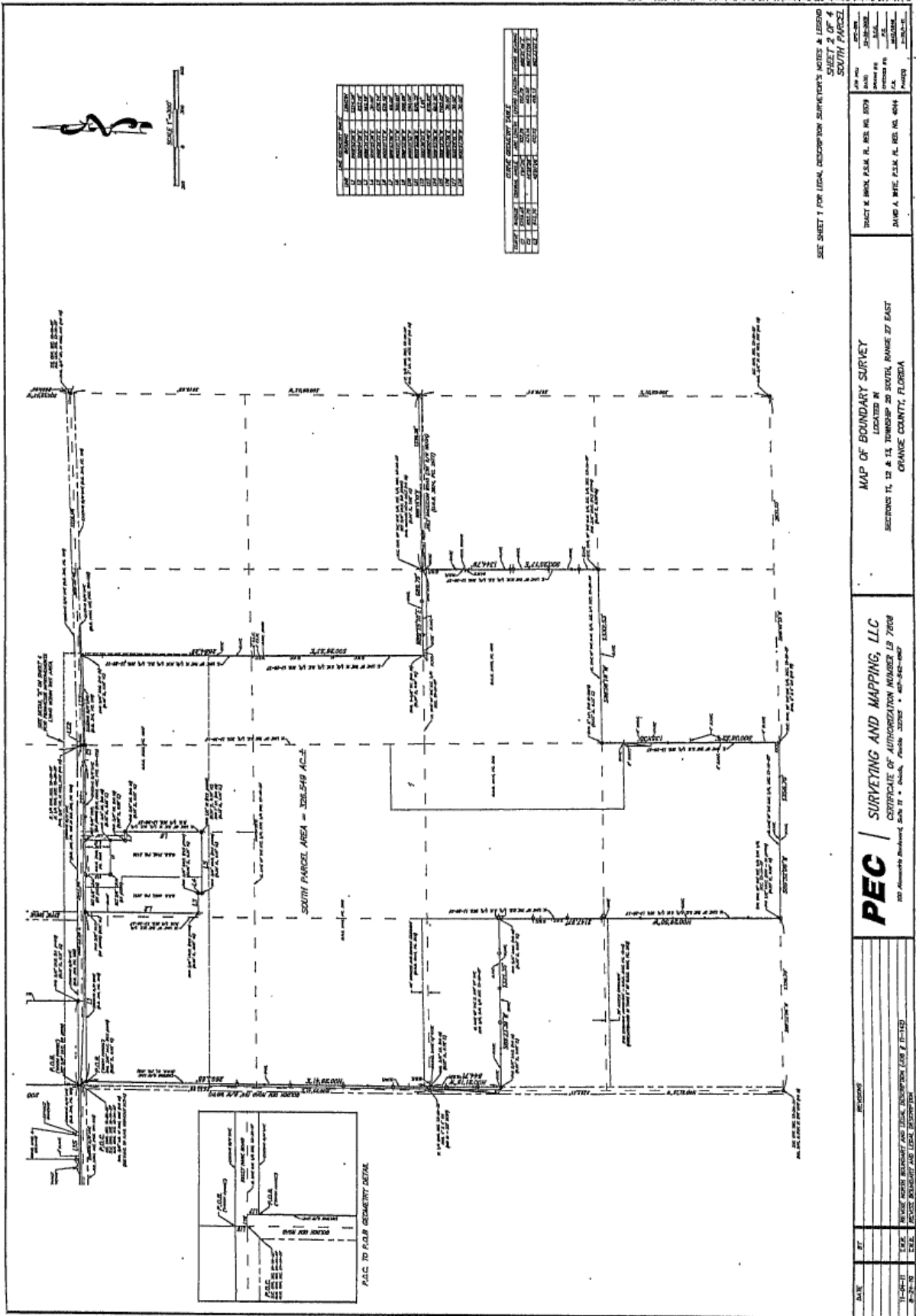
A TRACT OF LAND LYING IN SECTIONS 11 AND 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9748, PAGE 6465; OFFICIAL RECORDS BOOK 9022, PAGE 3571; OFFICIAL RECORDS BOOK 9022, PAGE 4722; OFFICIAL RECORDS BOOK 6512, PAGE 3520; AND OFFICIAL RECORDS BOOK 9022, PAGE 4215, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°27'50" WEST, ALONG THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1182.82 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9748, PAGE 6465 AND ALSO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°27'50" WEST, ALONG SAID WEST LINE, 2144.38 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH LINE, 406.12 FEET TO A POINT LYING ON THE EAST LINE OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°22'27" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 0.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 89°15'33" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1078.73 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 498.24 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF SAID EAST ONE-HALF OF THE NORTHWEST QUARTER, 2239.19 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ONDICH ROAD, AS DESCRIBED IN DEED BOOK 984, PAGE 314, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD THE FOLLOWING COURSES: THENCE, FROM A TANGENT BEARING OF NORTH 89°15'33" EAST, RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH OF 474.14 FEET, A CHORD LENGTH OF 462.05 FEET, AND A CHORD BEARING OF NORTH 67°23'06" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°53'07" EAST, 69.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF

45°00'00", AN ARC LENGTH OF 427.02 FEET, A CHORD LENGTH OF 416.13 FEET, AND A CHORD BEARING OF NORTH 67°23'07" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°53'07" EAST, 462.90 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 11; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTH 89°08'52" EAST, PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1328.91 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE, DEPARTING THE AFORESAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1960.23 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, SAID CORNER ALSO LYING ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS 9022, PAGE 3571, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571 THE FOLLOWING COURSES: NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE NORTH LINE THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE RUN SOUTH 00°28'01" EAST, 634.56 FEET; THENCE RUN NORTH 89°30'17" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 12; THENCE RUN NORTH 89°12'49" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, DISTANCE OF 1313.70 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY LINE OF EFFIE DRIVE; THENCE, DEPARTING THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571, RUN SOUTH 00°02'47" EAST, ALONG SAID WEST MAINTAINED RIGHT-OF-WAY LINE, 15.00 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972; THENCE RUN SOUTH 89°12'49" WEST, ALONG SAID NORTH LINE, BEING 15.00 FEET NORTH OF THE NORTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER, BY PERPENDICULAR MEASURE, 1313.70 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN SOUTH 89°30'17" WEST, PARALLEL WITH AND 15.00 FEET FROM, BY PERPENDICULAR MEASURE, THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE EAST 589.09 FEET OF SAID NORTHEAST QUARTER OF SECTION 11; THENCE RUN SOUTH 00°28'01" EAST, ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF THE SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972, A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID DESCRIBED WEST LINE, PARALLEL WITH AND 589.09 FEET FROM, BY PERPENDICULAR MEASURE, THE SAID EAST LINE OF SAID SECTION 11, A DISTANCE OF 1481.61 FEET TO THE SOUTH LINE OF THE NORTH 150.00 FEET OF THE EAST 589.09 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST

QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°21'20" EAST, ALONG SAID SOUTH LINE, 589.09 FEET TO THE EAST LINE OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID EAST LINE, 1150.07 FEET TO THE POINT OF BEGINNING.

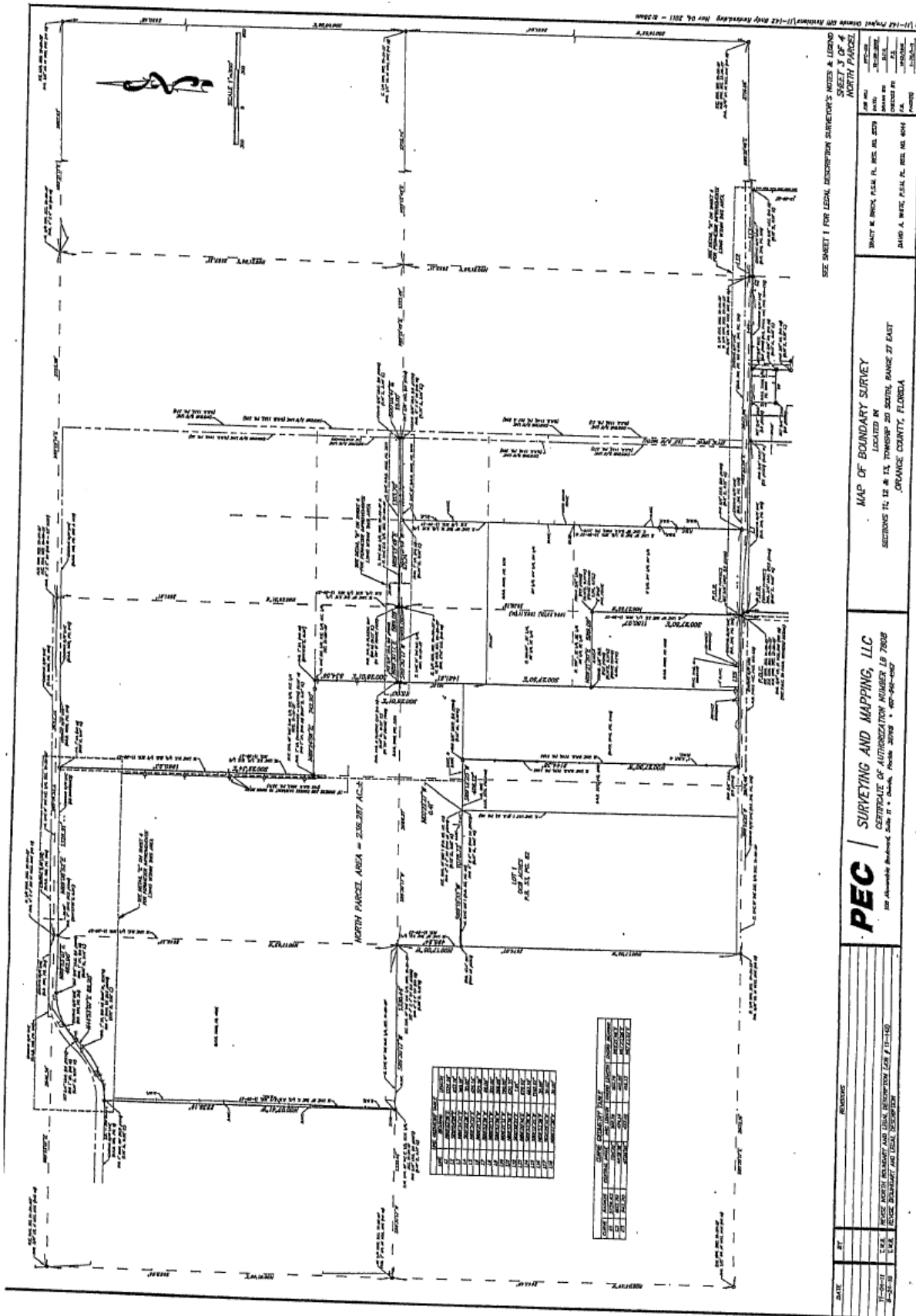
THE ABOVE DESCRIBED TRACTS OF LAND LIE IN ORANGE COUNTY, FLORIDA AND CONTAIN A COMBINED TOTAL OF 562.836 ACRES, MORE OR LESS.



SEE SHEET 1 FOR LEGAL DESCRIPTION SURVEYOR'S NOTES & LEGEND
 SOUTH PARCEL
 SHEET 2 OF 4
 MAP OF BOUNDARY SURVEY
 LOCATED IN
 SECTIONS 11, 12 & 13, TOWNSHIP 29 SOUTH, RANGE 27 EAST
 ORANGE COUNTY, FLORIDA

PEC | SURVEYING AND MAPPING, LLC
 CERTIFICATE OF AUTHORIZATION NUMBER LB 7209
 100 Alachua Boulevard, Suite 11 • Ocala, Florida 32765 • 352-442-0887

DATE	BY	REVISION
11-24-11	TKL	ISSUE SURVEY REPORT AND LEGAL DESCRIPTION (JOB # 11-112)
01-24-12	TKL	REVISED MONUMENT AND LEGAL DESCRIPTION



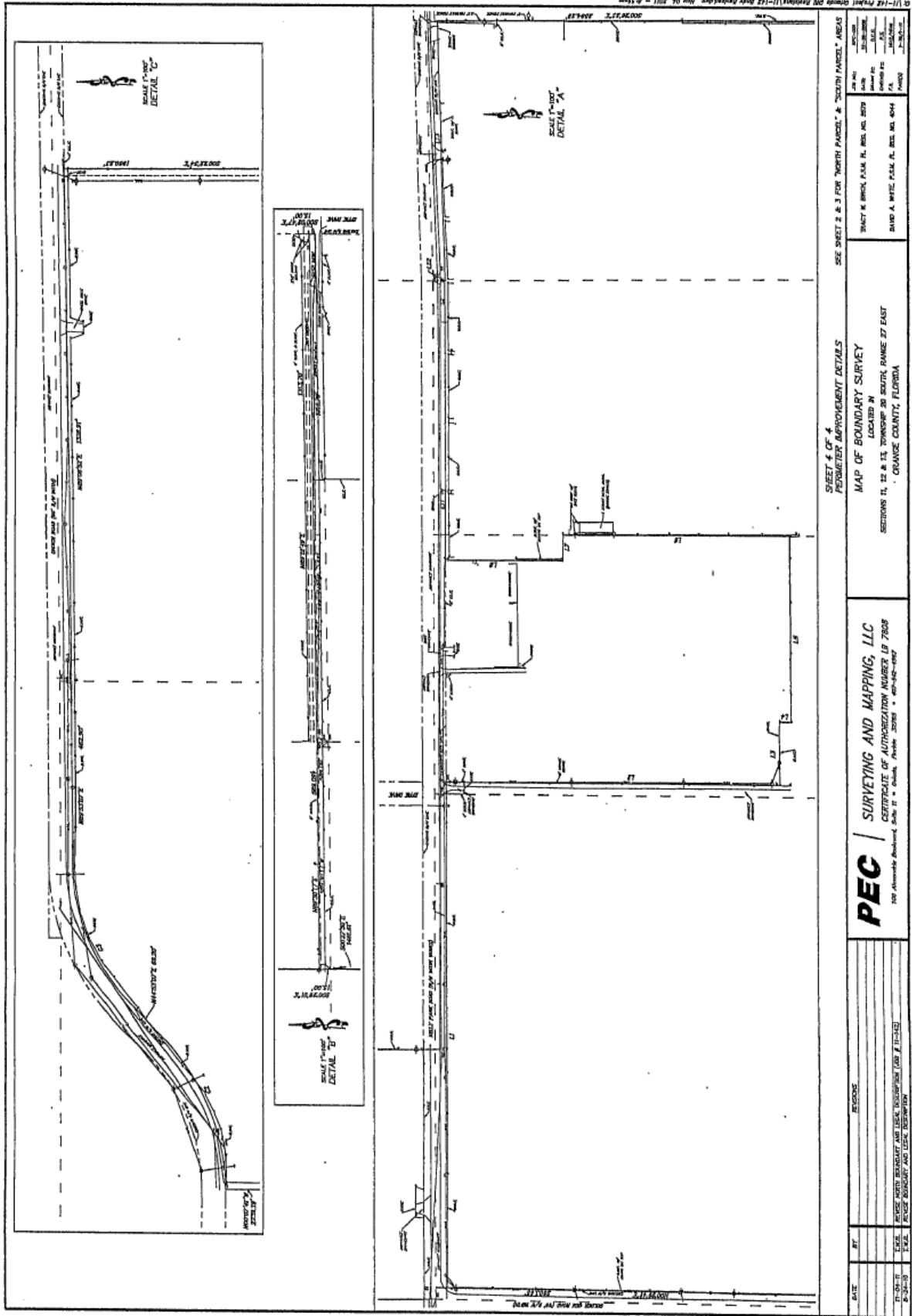


EXHIBIT B MAP H

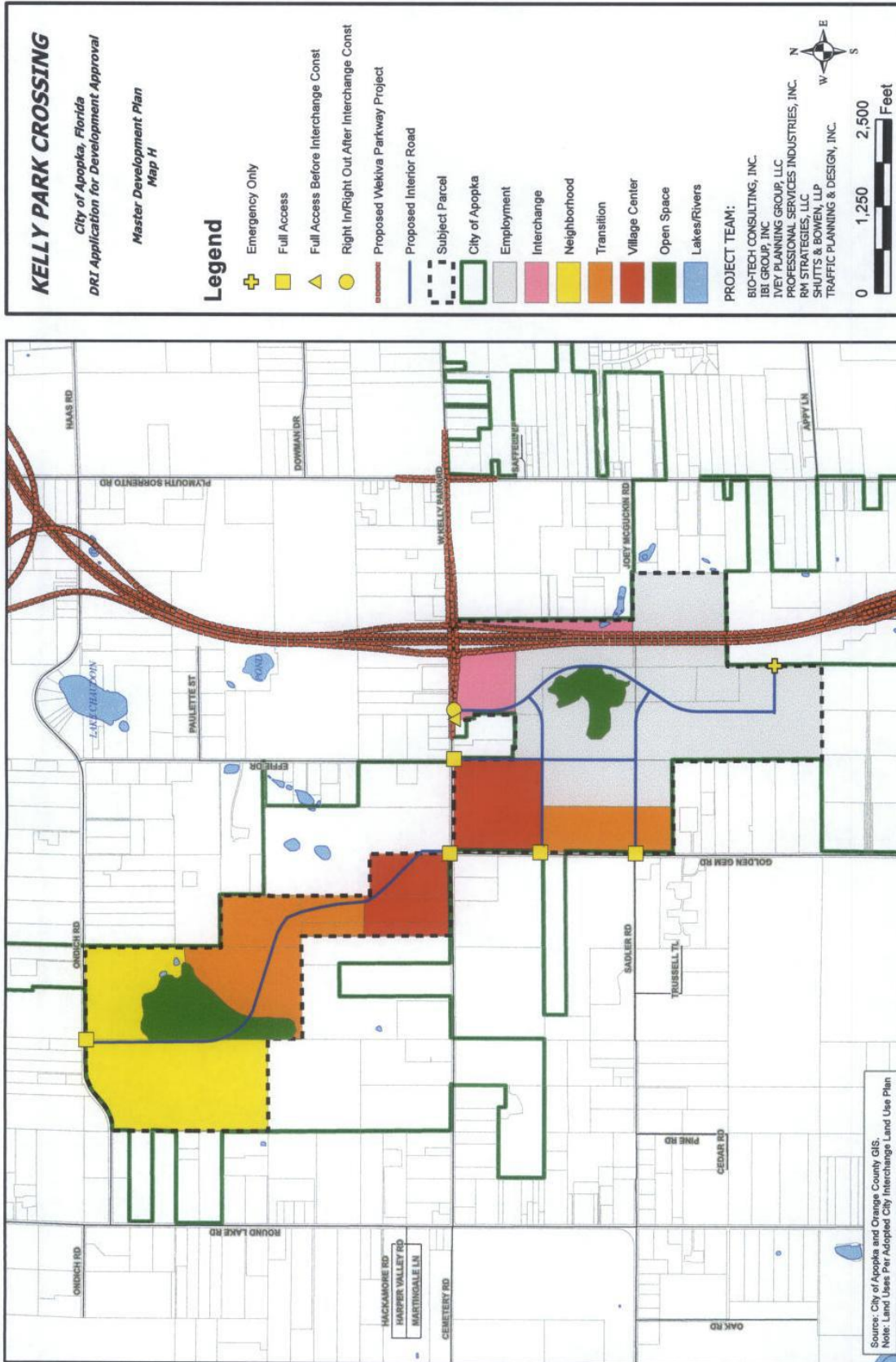


EXHIBIT C

LAND USE EQUIVALENCY MATRIX

**Kelly Park DRI
Land Use Equivalency Matrix**

From \ To	Units	Office	Light Industrial	Retail/ Commercial	Community College	Medical/ Hospital	Residential (Single Family)	Residential (Multi-Family)	Hotel	Institutional	ITE Code	PM Peak Hour Trip Rates
Office	KSF		1.237	0.356	10.000	0.916	1.250	2.069	1.714	0.992	710 (E) ¹	1.20 /KSF
Light Industrial	KSF	0.808		0.288	8.083	0.740	1.010	1.672	1.386	0.802	110 (R)	0.97 /KSF
Retail/Commercial	KSF	2.808	3.474		28.083	2.573	3.510	5.810	4.814	2.785	820 (E) ²	3.37 /KSF
Community College	Student	0.100	0.124	0.036		0.092	0.125	0.207	0.171	0.099	540 (R) ³	0.12 /Student
Medical/Hospital	Bed	1.092	1.351	0.389	10.917		1.365	2.259	1.871	1.083	610 (R)	1.31 /Bed
Residential (Single Family)	DU	0.800	0.990	0.285	8.000	0.733		1.655	1.371	0.793	210 (E) ⁴	0.96 /DU
Residential (Multi-Family)	DU	0.483	0.598	0.172	4.833	0.443	0.604		0.829	0.479	220 (E) ⁵	0.58 /DU
Hotel	Room	0.583	0.722	0.208	5.833	0.534	0.729	1.207		0.579	310 (R)	0.70 /Room
Institutional	KSF	1.008	1.247	0.359	10.083	0.924	1.260	2.086	1.729		730 (R)	1.21 /KSF

Notes: KSF = 1,000 square feet. Unit = Dwelling Unit, R = Rate, E = Equation

Rates obtained from ITE Trip Generation Report, 8th Edition

Trip generation rates based on total pm peak hour trip generation

1. The equation for Office (710) was used with a size of one half of the total proposed office development (1,920,996 / 2 = 960,498), which yields a rate of 1.2 trips/KSF

2. The equation for Shopping Center (820) was used with a size of one half of the total proposed retail development (1,372,140 / 2 = 686,070), which yields a rate of 3.37 trips/KSF

3. The rate for Community College (540) is based on the "student" independent variable

4. The equation for Single Family Residential (210) was used with a size of one half of the total proposed housing development (500 / 2 = 250), which yields a rate of 0.96 trips/KSF

5. The equation for Multi-Family Residential (220) was used with a size of one half of the total proposed apartment development (1050 / 2 = 525), which yields a rate of 0.58 trips/KSF

Traffic Planning and Design, Inc. (2011)

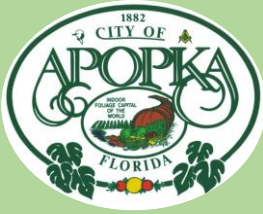
LAND USE MIX TABLE

LAND USE	MINIMUM	CURRENT	MAXIMUM
Office	1,632,847	1,920,996	2,209,145
Light Industrial	4,443,120	5,227,200	6,011,280
Retail/Commercial	1,312,140	1,372,140	1,432,140
Residential	1,395	1550	1,550

Backup material for agenda item:

3. Resolution 2017-24 - Opposing consideration of a second Wekiva Parkway Interchange.

Mayor Kilsheimer



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: October 18, 2017
FROM:
EXHIBITS: Newspaper clipping

SUBJECT: RESOLUTION 2017-24 – OPPOSING THE CONSIDERATION OF A SECOND WEKIVA PARKWAY INTERCHANGE IN NORTHWEST ORANGE COUNTY OR LAKE COUNTY.

REQUEST: REQUEST COUNCIL ADOPT RESOLUTION 2017-14

SUMMARY:

A recent editorial in the *Orlando Sentinel* newspaper suggests that certain interests are proposing consideration of a second permanent interchange on the Wekiva Parkway in Northwest Orange County or Lake County. Since the adoption of the 2004 Wekiva Protection Act, the City of Apopka has operated under the premise that only one interchange would be constructed in the Apopka area. Currently, on Mount Plymouth Road, a temporary on-ramp and exit-ramp allows access to a portion of the Wekiva Parkway. This intersection is scheduled to be closed with the full completion of the Parkway in 2021.

This resolution, if approved, would give clear direction to staff on how to react to land investors and developers that approach the City staff seeking land use/zoning changes in that area, who are taking a gamble that the interchange would be made permanent.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approve Resolution 2017-24

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

Editorial: Don't unravel compromise behind Wekiva Parkway

Orlando Sentinel

The \$22 million land deal involves property at the center of Orlando's toll-road scandal.

By **Orlando Sentinel Editorial Board**

OCTOBER 13, 2017, 6:00 PM

The \$1.66 billion Wekiva Parkway, now under construction, is paved with compromise. The last link in Orlando's beltway, traversing the environmentally sensitive Wekiva River Basin, would not have been undertaken without a deal meticulously crafted over more than six months by a 28-member task force. The panel reflected the full range of stakeholders in the project, from state and local government leaders and planners to agricultural interests to developers to environmental groups.

Recommendations from the task force became the basis for a 2004 bill authorizing the parkway, to stretch 25 miles from State Road 429 at **Apopka** to Interstate 4 and S.R. 417 in **Sanford**. The bill passed unanimously in both chambers of the **Florida Legislature** before it was signed into law by then-Gov. Jeb Bush, who had appointed the task force.

One of the key task force recommendations in the law was a strict cap on interchanges for the highway to limit its environmental impact and discourage sprawling development in the basin, an oasis of natural springs

wetlands, forests and wildlife. But now **Orange County** Commissioner Bryan Nelson, whose district includes the Wekiva Parkway, plans to float the idea to fellow commissioners of making permanent a temporary interchange at Mount Plymouth Road, which provides access to a three-mile section of the parkway that opened last year.

Commissioners need to shoot down this terrible idea before it reaches Tallahassee, where environmental protection usually takes a back seat to development.

Current plans call for the temporary interchange to be removed when other sections of the parkway are completed. Nelson insisted to us that he isn't sold on the idea himself of keeping the interchange, but was asked to consider it by others and is throwing it out for discussion by commissioners. While the Mount Plymouth Road interchange is in Lake County, it's close to the Orange County line. A resolution of support from the Orange County Commission to make it permanent could help provide political cover for legislators to change the 2004 law.

What's to discuss? A permanent highway interchange would become a magnet for development — gas stations, motels, even subdivisions. The undeveloped acreage surrounding the now-temporary interchange is a critical recharge area for the region's underground drinking water supply. And state and local governments shelled out more than \$100 million in public funds to buy two adjacent, environmentally sensitive properties to protect them from development and preserve them for water recharge and wildlife habitat.

There are other reasons for taxpayers to hate this idea. Converting a temporary interchange to a permanent one could add millions of dollars to the cost of the parkway. It could delay the long-awaited completion of the project beyond 2021. And it would invite a lawsuit from environmental groups, followed by a lengthy and costly legal battle. Remember, those groups originally went along with the parkway's construction based on a set of conditions that included strictly limiting its interchanges.

Greenlighting one new interchange on the parkway would make it harder to rule out others in the future. The model achievement of the 2004 law, reconciling the need to expand transportation options with environmental protection, would be degraded at best, destroyed at worst.

Seminole County Commissioner **Lee Constantine** was a state senator representing Orange and Seminole counties when Bush appointed him to lead the Wekiva task force. He's adamantly opposed to allowing another interchange. "We've got a plan," he told us. "The plan is working. We're building the road. We're protecting the river."

This is no time for Orange County commissioners to start unraveling that plan.

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This article is related to: [Orange County](#), [Lee Constantine](#), [Sanford](#), [Apopka](#), [Florida Legislature](#)

RESOLUTION 2017-24

**A RESOLUTION OF THE CITY OF APOPKA
OPPOSING THE CONSIDERATION OF A
SECOND WEKIVA PARWAY INTERCHANGE IN
NORTHWEST ORANGE COUNTY OR LAKE
COUNTY.**

WHEREAS, the 2004 Wekiva Parkway and Protection Act (Ch. 2004-384, Laws of Florida), passed unanimously by the Florida Legislature, was a landmark piece of legislation that provided for both the construction of the Wekiva Parkway and the incorporation of numerous measures intended to protect the Wekiva springshed, and other aspects of the environment and wildlife for future generations, and

WHEREAS, the Wekiva Parkway and Protection Act calls for limiting the number of Wekiva Parkway interchanges in its preamble for the purpose notifying all parties with interests along the parkway that the specific intent of the legislation was to preclude the type of urban sprawl often seen around highway intersections, and

WHEREAS, the Wekiva Parkway and Protection Act specifically limits the number of interchanges on the Wekiva Parkway through its adoption by reference of the transportation and conservation principles identified within the Final Report of the Wekiva River Basin Coordinating Committee dated March 16, 2004, and

WHEREAS, the City of Apopka has long desired the construction of the Wekiva Parkway and has worked diligently alongside the State of Florida, the Central Florida Expressway Authority, Orange County, with environmental advocates, with private interests and with other governmental agencies to bring about the construction and completion of the Wekiva Parkway based on the original intent of the legislation, and

WHEREAS, the City of Apopka has long acted to comply with the Wekiva Parkway and Protection Act's provisions that it would adopt an interchange land use plan, and incorporate that land use plan into its comprehensive code. The intent of these provisions is to focus and concentrate development away from the vicinity of the Wekiva River, a haven for wildlife and which has been designated as an "Outstanding Florida Water." The City of Apopka recently adopted a form-based code, as required by the Wekiva Parkway and Protection Act, to guide expected development within a 1-mile radius of the planned intersection of Kelly Park Road and the Wekiva Parkway, and

WHEREAS, the City of Apopka has worked alongside private interests who have assembled multiple parcels of land near the Kelly Park Road/Wekiva Parkway intersection under a single ownership structure. Within the framework of the Wekiva Parkway and Protection Act, these private interests endeavored to be forthcoming with residents and regional interests about the nature of their development plans and their willingness to abide by the guidelines established by the City's form-based code. These private interests sought and won approval of a Development of Regional Impact application that provides guidance for how development will proceed around the Kelly Park Road interchange to assure consistency with the transportation and conservation principles identified within the Final Report of the Wekiva River Basin Coordinating Committee dated March 16, 2004 , and

WHEREAS, recent news reports have suggested there is a new last-minute effort to persuade the Central Florida Expressway Authority to construct another interchange at the intersection of the Wekiva Parkway and Mount Plymouth Road, and

WHEREAS, adding another interchange to the Wekiva Parkway at or near this location would induce unplanned growth and development in an inappropriate location, in some of the lands most valuable for groundwater recharge in the entire Wekiva Springshed and would induce development in the immediate vicinity of conservation lands acquired by the State of Florida at great public expense, and

WHEREAS, another Wekiva Parkway interchange in Northwest Orange County or in Lake County would: A) Obviate the original intent of the 2004 Wekiva Parkway and Protection Act; B) Thwart the goals of environmentalists and state officials alike to keep development focused away from the Wekiva Protection Basin; C) Jeopardize years of work by the City of Apopka and private interests to develop sensible land-use guidelines and D) Lead to uncontrolled urban sprawl in precisely the area that the Wekiva Parkway and Protection Area was designed to protect.

NOW, THEREFORE BE IT RESOLVED that the City of Apopka opposes any suggestion of a second Wekiva Parkway interchange in Northwest Orange County or Lake County and urges any governmental entity that might consider such an idea to reject it firmly.

APPROVED AND ADOPTED by the City Council of the City of Apopka, Florida at a regular meeting assembled on October 18, 2017.

CITY OF APOPKA, FLORIDA

JOE KILSHEIMER, MAYOR

ATTEST:

LINDA F. GOFF, CITY CLERK