



**APOPKA CITY COUNCIL AGENDA**  
February 17, 2016 7:00 PM  
APOPKA CITY HALL COUNCIL CHAMBERS

**CALL TO ORDER**

**INVOCATION - Sister Ann Kendrick of Hope Community Center**  
**PLEDGE**

Please submit a "Notice of Intent to Speak card" to the City Clerk. Action may not be taken by the Council at this meeting but questions may be answered by staff or issues may be referred for appropriate staff action. If further action is necessary, the item may be placed on the agenda for further review and consideration. NOTE: Zoning or code enforcement matters which may be coming before the Board at a later date should not be discussed until such time as they come before the Board in a public hearing.

Pursuant to F.S. 286.0114, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Council. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Council addresses such items during this meeting. Public comments are generally limited to four minutes.

**APPROVAL OF MINUTES:**

1. City Council meeting February 3, 2016.

**PUBLIC/STAFF RECOGNITION AND ACKNOWLEDGEMENT**

Proclamations:

1. FFA Proclamation

Mayor Joe Kilsheimer

Presentations:

1. Presentation from Farmworker Association of Florida on House Bill 675.
2. Presentation on Canterwoods Assisted Living Facility (ALF) (a.k.a. Dunn ALF/Dixie Manor).
3. Announcement of Community Consensus Meeting scheduled February 23, 2016.

Tirso Moreno  
David Moon  
Suzanne Kidd

**CONSENT (Action Item)**

1. Approve the annual fuel contract renewal with Petroleum Traders Corporation.
2. Authorize the purchase of two vehicles for the Recreation Department.
3. Authorize the Capital Facility Fees Payment Agreement for Marden Ridge.
4. Authorize the Sewer and Water Capacity Agreement for Poe Reserve, Phase 2.
5. Authorize the Sewer and Water Capacity Agreement for Poe Reserve, Phase 3.
6. Authorize a donation to the Kid's House Children's Advocacy Center.
7. Approval of Dr. Charles E. Dorfman's Lease Renewal.
8. Authorize direction for land purchase on Park Ave.

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

1. Ordinance No. 2474 – Second Reading – Amending the Apopka Municipal Code, Chapter 26.
2. Ordinance No. 2475 – Second Reading – Amending the Apopka Municipal Code, Chapter 82.
3. Ordinance No. 2488 – Second Reading – Annexation
4. Ordinance No. 2473 – First Reading – Corrective Ordinance
5. Resolution 2016-03 – Second Reading - Economic Enhancement District Designating Brownfield Districts.
6. Resolution 2016-06 – The State Revolving Fund Loan Program for the water reclamation facility.

Glenn A. Irby  
Glenn A. Irby  
David Moon  
David Moon  
David Moon  
Jay Davoll

**DISCUSSION (Action Item)**

1. Consultant Selection for Retail Development Strategy and Marketing Services.

David Moon

**BUSINESS (Action Item)**

1. Council
2. Public

**NOT REQUIRING ACTION**

1. Thank you email to the City of Apopka Public Services Department from resident.

**MAYOR'S REPORT**

**ADJOURNMENT**

**MEETINGS AND UPCOMING EVENTS**

DATE	TIME	EVENT
February 19, 2016	1:30pm –	Kelly Park Historical Marker Unveiling
February 23, 2016	6:00pm – 9:00pm	Apopka Visioning – Community Consensus Meeting
March 02, 2016	1:30pm –	City Council Meeting
March 07, 2016	6:00pm – 8:00pm	Apopka Visioning – Steering Committee Meeting

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 meeting February 3, 2016.

## CITY OF APOPKA

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**Minutes of the regular City Council meeting held on February 3, 2016, at 1:30 p.m., in the City of Apopka Council Chambers.**

**PRESENT:** Mayor Joe Kilsheimer  
Commissioner Bill Arrowsmith  
Commissioner Billie Dean  
Commissioner Diane Velazquez  
Commissioner Sam Ruth  
City Attorney Cliff Shepard  
City Administrator Glenn Irby

**PRESS PRESENT:** Teresa Sargeant - The Apopka Chief  
Bethany Rodgers, Orlando Sentinel  
Dale Fenwick, The Apopka Voice

**INVOCATION:** Commissioner Dean introduced Reverend Dr. Gloria Stephens of Pleasant View Missionary Baptist Church, who gave the invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Kilsheimer said on February 10, 1964, after ten days of debate and voting on 125 amendments, the US House of Representatives passed the Civil Rights Act of 1964 by a vote of 290 to 130. The Bill prohibited racial and ethnic discrimination by any local or state government or public facility and also allowed the U.S. Attorney General to bring school desegregation law suits. The Civil Rights Act of 1964 was later passed by the Senate in June 1964, and signed into law on July 2, 1964. He asked everyone to reflect upon the brave actions and eloquent words of social activists and political leaders who fought for racial equality as he led in the Pledge of Allegiance.

### **APPROVAL OF MINUTES:**

1. City Council Visioning Retreat meeting December 9, 2015.
2. City Council Workshop meeting December 15, 2015.
3. City Council regular meeting January 20, 2016.

**MOTION by Commissioner Ruth, and seconded by Commissioner Arrowsmith, to approve the December 9, 2015, December 15, 2015, and January 20, 2016 City Council minutes. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

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

#### **Proclamations:**

1. Black History Month Proclamation – Mayor Kilsheimer read a proclamation acknowledging February as Black History Month. He presented the proclamation to Ms. Francina Boykin.

#### **Employee Recognition:**

1. **Christopher “Chris” Rodriguez – Fire Department/EMS – Five Year Service Award –** Chris began working for the City on January 2, 2011, as a Fire Fighter First Class, which is his current position. Chris was not present and his award will be presented to him at another time.

2. **Robert Walsh – Police Department/Field Services – Five Year Service Award** - Robert started working for the City on January 18, 2011, as a Police Officer, which is his current position. Robert was not present and his award will be presented to him at another time.
3. **Amanda Merrill – Police Department/Chief’s Office – Ten Year Service Award** - Amanda began working for the City on January 31, 2006, as a Police Officer. She was reclassified to Crime Analyst on January 22, 2012. Amanda was promoted to Administrative Assistant to Police Chief on March 2, 2015, which is her current position. The Commissioners joined Mayor Kilsheimer in congratulating Amanda on her years of service to the City.
4. **Lorena Potter – Recreation Department/Activities & Civic Events – Fifteen Year Service Award** - Lorena started working for the City on January 3, 2001, as a Recreation Leader. On April 8, 2002, she was promoted to Recreation Specialist and on February 20, 2005, Lorena was promoted to Recreation Manager, which is her current position. The Commissioners joined Mayor Kilsheimer in congratulating Lorena on her years of service to the City.
5. **Cynthia “Robin” Dix – Police Department/Communications – Twenty Year Service Award** - Robin began working for the City on January 10, 1996, as a Communication Specialist I. On February 5, 1997, she was reclassified to Communication Specialist II, and on January 6, 1999, her title changed to Communication Technician, which is her current position. Robin was not present and her award will be presented to her at another time.

**Presentations:**

**1. Marden Interchange project update from MMI**

Mike Wright presented a project update on the Marden Interchange. The Expressway Authority Board approved permission to build the interchange at a public hearing and an agreement with the Expressway Authority was completed toward the end of October. He advised they have settled with a firm for the design work. A copy of his presentation is on file in the City Clerk’s office.

**CONSENT (Action Item)**

1. Approve the Disbursement Report for the month of December, 2015.
2. Authorization to retire a Police Department Canine.
3. Authorize CUES, Inc., to inspect/rebuild/upgrade the camera inspection equipment on the wastewater service van.
4. Authorize the purchase of two mowers for the Northwest Recreation Complex.
5. Authorize the purchase of four vehicles for the Community Development Department, Building Division.
6. Authorize the purchase of nineteen vehicles for the Police Department.
7. Authorize the City Administrator to engage in negotiations for the purchase of the downtown parking lot.
8. Authorize the City Administrator to sign the contract for engineering with Tetra Tech, Inc., for the water reclamation facility expansion.

Item 8 was pulled for discussion. Mr. Irby explained this was the design engineer for the wastewater plant and by Florida Statute we are required to go through a Contractor’s Competitive Negotiation Act (CCNA) process to select an engineer. City Council appro

negotiations with Tetra Tech, Inc., who was the first ranked firm.

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

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

1. Ordinance No. 2469 – Third Reading – Small Scale Future Land Use Amendment. The City Clerk read the title as follows:

**ORDINANCE NO. 2469**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM PARKS/RECREATION TO INDUSTRIAL (0.6 FAR), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF EAST CLEVELAND STREET, WEST OF SHEELER AVENUE, COMPRISING 9.95 ACRES MORE OR LESS, AND OWNED BY CITY OF APOPKA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

David Moon, Planning Manager, advised due to the public interest in this, additional advertising was provided to alert the public.

City Attorney Shepard conducted swearing in of witnesses.

Mayor Kilsheimer opened the meeting to a public hearing.

Francina Boykin said she had researched the property and the Walter Davis family is a family she will feature during Black History Month. Mr. Davis had owned this property at one point and requested a marker be placed there in honor of the Davis family. She stated she was very proud there was going to be light industrial business at this location.

Vernell Jordan said she recently moved back to the area, being retired from the U.S. Army. She inquired what type of upper level jobs would be given to the people that reside in the area, to which Mayor Kilsheimer advised the jobs were undetermined at this point. He explained the HUB Zone and advised the interested company's business is to obtain contracts to serve the Defense Department. They obtain those contracts through the Small Business Administration HUB Zone program, and 35% of all of the jobs must go to residents that live within the HUB Zone.

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

Commissioner Dean stated he wanted on record that only clean manufacturing be allowed in this area.

**MOTION by Commissioner Arrowsmith, and seconded by Commissioner Ruth to adopt Ordinance No. 2469. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

2. Ordinance No. 2470 – Second Reading – Change of Zoning - Quasi-Judicial. The City Clerk read the title as follows:

**ORDINANCE NO. 2470**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM PR (PARKS/RECREATION) TO I-1 (RESTRICTED INDUSTRIAL) (0.6 FAR) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF EAST CLEVELAND STREET, WEST OF SHEELER AVENUE, COMPRISING 9.95 ACRES MORE OR LESS, AND OWNED BY CITY OF APOPKA; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

**MOTION by Commissioner Dean, and seconded by Commissioner Velazquez to adopt Ordinance No. 2470. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

3. Ordinance No. 2483 – Second Reading – Vacate. The City Clerk read the title as follows:

**ORDINANCE NO. 2483**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF A UTILITY EASEMENT LOCATED AT 2780 PONKAN MEADOW DRIVE; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.**

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

**MOTION by Commissioner Velazquez, and seconded by Commissioner Dean, to adopt Ordinance No. 2483. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

4. Ordinance No. 2484 – Second Reading – Vacate. The City Clerk read the title as follows:

**ORDINANCE NO. 2484**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO VACATE A PORTION OF A UTILITY EASEMENT LOCATED AT**

**1142 GLENMORE DRIVE; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR 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 Arrowsmith, and seconded by Commissioner Velazquez, to adopt Ordinance No. 2484. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

5. Ordinance No. 2486 – Second Reading – Small Scale Future Land Use Amendment. The City Clerk read the title as follows:

**ORDINANCE NO. 2486**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY LOW DENSITY RESIDENTIAL (0-4 DU/AC) TO “CITY” RESIDENTIAL LOW (0-5 DU/AC), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF SCHOPKE LESTER ROAD, NORTH OF W HIGHLAND AVENUE, COMPRISING 4.42 ACRES MORE OR LESS, AND OWNED BY HUY TRAN & HAI ANH NGUYEN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR 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 Ruth, and seconded by Commissioner Velazquez, to adopt Ordinance No. 2486. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

6. Ordinance No. 2487 – Second Reading – Change of Zoning - Quasi-Judicial. The City Clerk read the title as follows

**ORDINANCE NO. 2487**

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 (ZIP) TO “CITY” AG-E (AGRICULTURE ESTATES) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF SCHOPKE LESTER ROAD, NORTH OF WEST HIGH AVENUE, COMPRISING 4.42 ACRES MORE OR LESS, AND OWNED BY HUY TRAN & HAI ANH NGUYEN; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

Huy Tran Nguyen, applicant, gave a presentation on Aquaponics, explaining it is the combination of growing fish and plants together, using the nutrients and discharging almost nothing. He affirmed the quality of the plants are much healthier and they are not sprayed. A copy of his presentation is on file in the City Clerk's office.

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

**MOTION by Commissioner Arrowsmith, and seconded by Commissioner Dean, to adopt Ordinance No. 2487. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

7. Ordinance No. 2474– First Reading – First Reading – Amending the Apopka Municipal Code, Chapter 26. The City Clerk read the title as follows:

**ORDINANCE NO. 2474**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA, FLORIDA, BY AMENDING CHAPTER 26, "CAPITAL FACILITIES FEES," ARTICLE IV, "WATER, SEWER AND REUSE CAPITAL FACILITY FEES AND FUND," SECTIONS 26-112, "DEFINITIONS," 26-117, "WATER CAPITAL FACILITY FEE," 26-118, "SEWER CAPITAL FACILITY FEE," AND 26-119, "REUSE CAPITAL FACILITY FEE;" AMENDING FEE CALCULATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

Glenn Irby, City Administrator, said Ordinance 2474 is regarding proposed impact fees. He stated the City was not required to do a study, however, if challenged, especially regarding impact fees and how they were based, it is advised to hire experts to develop standards and what the impact fees should be. The next ordinance deals with utility rates.

Kevin Burgess said the driving force for a lot of this is the wastewater plant expansion. He gave a brief history stating our wastewater treatment plan currently serves more than 16,000 commercial, industrial, and residential customers across 39 square miles of the utility service area. We are currently permitted by DEP for 4.5 million gallons per day. The need for this expansion was evaluated last year and it is projected in 2035 we will be treating 8 million gallons per day. He reviewed a Power Point presentation pointing out the current systems and plant will need modifications, as well as reviewing the reclaimed water. He advised there are 11 utilities within the Wekiva Basin area and all are under a consent agreement with DEP with a timeline to meet nitrogen level requirements. The presentation is on file in the City Clerk's office.

Murray Hamilton, with Public Resources Management Group (PRMG) said they are a utility

rate and financial planning consulting firm based in Maitland, Florida. He reviewed the presentation that was given in December at a workshop meeting. The last utility rate study conducted by their firm was in 2007/2008. The last impact fee study was conducted by another firm in 2001, which recommended a phasing of the current impact fees with indexing. The impact fees were last adjusted in 2009. A copy of the presentation is on file in the City Clerk's office.

Mayor Kilsheimer opened the meeting to a public hearing.

Vernell Jordan expressed concerns regarding the increased deposits and the hardship this creates for people coming to Apopka.

Tenita Reid spoke saying she was against Ordinance No. 2475, but she was in support of Ordinance No. 2474. She said she was against the 3% monthly increase each year and said this was caused by the new developments requiring the additional infrastructure.

Ray Shackelford inquired if the impact fees were restricted to new developments, to which Mr. Irby advised it was for new development. Mr. Shackelford spoke regarding Ordinance 2475 and the 3% increase, and given the fact property taxes have increased and the garbage collection fees increased, stating there has been enough increases, especially for senior citizens and veterans on fixed incomes. He said he was opposed to 2475.

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

**MOTION by Commissioner Arrowsmith, and seconded by Commissioner Velazquez, to approve Ordinance No. 2474 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

8. Ordinance No. 2475 – First Reading – Amending the Apopka Municipal Code, Chapter 82. The City Clerk read the title as follows

**ORDINANCE NO. 2475**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA, FLORIDA, BY AMENDING CHAPTER 82, "UTILITIES," ARTICLE II, "WATER AND SEWER SYSTEMS," DIVISION II, "FEES AND CHARGES," SECTIONS 82-61, "WATER CONNECTION FEES," 82-62, "SEWER TAP FEES," 82-64, "INITIATION OF WATER SERVICE," 82-65, "WATER USE CHARGES AND DEPOSIT," 82-66, "WASTEWATER USE CHARGES AND DEPOSIT," 82-67, "DEFECTIVE WATER METERS," 82-69, "WATER AND RECLAIMED WATER METER READING RE-CHECK," AND DIVISION III, "RECLAIMED WATER SYSTEM," SECTIONS 82-92, "CONNECTION CHARGES," 82-94, "RECLAIMED WATER USE CHARGES, AND 82-98, "AUTHORITY TO PRESCRIBE ADDITIONAL REGULATIONS;" ARTICLE IV, "BILLING AND**



**COLLECTION PROCEDURES,” SECTIONS 82-179, “TERMINATION OF SERVICE GENERALLY; LATE PAYMENT CHARGE, ILLEGAL USE OF WATER, TAMPERING, MAINTENANCE OF CUSTOMERS FACILITIES, 82-182, “AFTER-HOURS SERVICE CHARGE;” PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

Discussion ensued regarding the turn on and off fees, as well as hardship. Pam Barclay, Finance Director, affirmed that Utility Billing will work with people and set up payment plans as a relief for hardship.

Henry Thomas advised that if the City decides to set up a hardship fund, a number of utilities throughout the State of Florida has a program they call “Operation Roundup” and a customer can elect on their bill to pay the next dollar rounded up and that amount goes into the hardship fund to help those in need.

Mayor Kilsheimer said his recommendation would be to adopt the package before them and deal with the hardship separately at budget time.

Mayor Kilsheimer opened the meeting to a public hearing.

Tenita Reid said she disagreed with the shut off/on fee, stating employees are all over town and there should not be a fee for this. She would agree suspending this in order to set up a hardship fund.

Ray Shackelford inquired if there was interest on a payment plan.

Ms. Barclay advised there was no interest charged.

Isadora Dean spoke in agreement with Commissioner Velazquez to suspend fees until budget time. She stated citizens are on fixed incomes and families can barely make ends meet

Alice Nolan said she volunteers at the schools and there are a lot of children on free lunches. She stated people who could not afford lunch fees would not be able to afford this increase. She suggested holding off on the shut off fees.

Dennis New said he was retired and on a fixed income. He said Utility Billing works with people who ask for help. People who get their water cut off will continue to do so, stating the Water Department is not the problem.

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

**MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez, to approve Ordinance No. 2475 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

The Council recessed at 3:49 p.m. and reconvened at 3:57.p.m.

9. Ordinance No. 2488 – First Reading – Annexation. The City Clerk read the title as follows

**ORDINANCE NO. 2488**

**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 APOPKA HOLDING, LLC LOCATED AT 1120 CLARCONA ROAD AND 1124 SOUTH PARK AVENUE; 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 Ruth, and seconded by Commissioner Arrowsmith, to approve Ordinance No. 2488 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

10. Resolution No. 2016-03 – Economic Enhancement District Designating Brownfield Districts. The City Clerk read the title as follows

**RESOLUTION NO. 2016-03**

**A RESOLUTION OF THE CITY OF APOPKA, FLORIDA, DESIGNATING THE APOPKA COMMUNITY REDEVELOPMENT AREA AS AN ECONOMIC ENHANCEMENT DISTRICT (FOR BROWNFIELD DESIGNATION); ESTABLISHING THE PLANNING COMMISSION AS THE ECONOMIC ENHANCEMENT ADVISORY BOARD; AUTHORIZING THE PLANNING MANAGER TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE.**

David Moon gave a brief lead in stating this Resolution is to create an economic enhancement district that qualifies as a brownfield designated area. The Grant Specialist has identified a program to assist businesses and property owners within the designated area to help clean up sites that may have been identified with site contamination. He advised this was a step to enable these property owners to apply for these grant programs and it is a benefit to the City to help redevelop those sites, create jobs, and tax revenue to the City. At this time they are concentrating on the Community Redevelopment Area.

In response to Commissioner Ruth inquiring if he should abstain since he lives within this area, City Attorney Shepard advised he did not need to abstain.

In response to Commissioner Arrowsmith inquiring if a Phase I would automatically require a Phase II from a lender's standpoint, City Attorney Shepard advised that Phase I would have to be specific to reveal the need for a Phase II. He advised in most cases lenders will underwrite.

Mayor Kilsheimer opened the meeting to public input.

Fraser Gunter inquired if this whole area was like that, or only parcels within the area that need to be addressed.

Mayor Kilsheimer explained the boundary encompasses the CRA area and they would conduct a Phase I to determine site contamination sites. He advised this is done on a broad basis.

Ray Shackelford applauded the city for moving in this direction stating it was great opportunity for growth development.

Alice Nolan said she went to the brownfield seminar and inquired if the Phase I would be funded by the grant to which Mayor Kilsheimer advised it would be grant funded. She inquired if the City would also look into the federal grant funding.

Mayor Kilsheimer said once we go through the Phase I process, the City can look into additional state or federal grants.

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

**MOTION by Commissioner Velazquez, and seconded by Commissioner Arrowsmith, to approve Resolution No. 2016-03 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

11. Resolution No. 2016-04 – The State Revolving Fund Loan Program for the water reclamation facility. The City Clerk read the title as follows

**RESOLUTION NO. 2016-04**

**A RESOLUTION OF CITY OF APOPKA, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

Jay Davoll, Public Services Director, said this was the Resolution that allows the city to apply for the State Revolving Fund (SRF) Loan. He affirmed the contract was approved earlier and the rate study, plus hearing the history of the plant. By approving this resolution and allowing the use of the SRF will save the City a minimum of \$20 million and up to \$27 million over other processes. He requested approval of Resolution No. 2016-04.

**MOTION by Commissioner Velazquez, and seconded by Commissioner Dean, to approve Resolution No. 2016-04. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

12. Resolution No. 2016-05 – Amending the budget for FY October 1, 2015 – September 30, 2016. The City Clerk read the title as follows

**RESOLUTION NO. 2016-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, PROVIDING FOR A BUDGET AMENDMENT.**

**MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez, to approve Resolution No. 2016-05. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

**BUSINESS**

1. Preliminary Development Plan extension request – Copart, Inc.

David Moon, Planning Manager, said Council tabled the Preliminary Development Plan application to the end of February at the December 2, 2015 meeting. Council received on the dais a request by Copart, Inc. requesting to extend their application review period to the second meeting in May.

**MOTION by Commissioner Velazquez, and seconded by Commissioner Ruth to extend the Preliminary Development Plan request by Copart, Inc. to the May 18, 2016 Council meeting Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.**

2. Council

Commissioner Velazquez said Jan Chamberlain was at the last meeting and made a statement the City had over 133,000 square feet of vacant commercial business space. After the meeting she asked Ms. Chamberlain if that included the old Albertson's and she affirmed it did. Commissioner Velazquez stated 54,000 of the 133,000 is commercial space that is being leased and paid for by Albertson's.

Commissioner Dean asked City Administrator Irby to locate the people that own the house beside Schofield Funeral Home. If they have no intentions or use, request they allow the City to burn it.

Captain Fernandez advised there is a Code Enforcement case on that house, stating the owner is deceased and the family is negotiating over the property.

Commissioner Ruth said he has been approached by some people wanting to hold a tree planting ceremony at Alonzo Williams Park in honor of Ms. Mary Bridges. He stated they also request the Council to be present.

Mayor Kilsheimer requested he contact David Burgoon to make sure the tree is placed in an area so not to interfere with the improvements to the park.

### 3. Public

Dennis New spoke regarding the traffic on the residential streets in his area of Magnolia Street and Lake Avenue. He expressed concern about the number of vehicles that travel through the area and said the County has placed stop signs at Lake and Myrtle making it a four-way stop. He said cars are speeding through that area and he has had a commercial vehicle overturn in his neighbor's yard.

Mayor Kilsheimer asked Jay Davoll to look into four-way stops in the area.

Ray Shackelford spoke regarding the Old Florida Outdoor Festival Committee stating they had been told this committee would reflect the population of Apopka and declared this was not true. He stated he was allowed to attend one of the meetings and was allowed to make comments. At the second Council meeting in December he stated he wanted to be a volunteer and looked forward to the meeting on December 29<sup>th</sup>. He spoke regarding the committee meetings being closed to the public. He said the Old Florida Outdoor Festival was a great family event, but he was for fairness of including all people in the planning and participation of the event. He said with a diverse committee there would be greater participation in the event.

Fraser Gunter spoke about the morning news reporting on guns and violence. Now in Tallahassee they want to allow the "cash and carry" of guns. He stated he did not want to see guns around all places such as schools and churches. He stated 32,000 people a year are killed with guns and it was time to address this matter.

Tenita Reid inquired about a report she saw on the evening news stating Apopka may be getting a new second town center and said she had not heard anything about this.

Mayor Kilsheimer advised there was no specific plan, but a group of people think doing something on Station Street and that area is a good idea. He reiterated there was nothing specific, but interest expressed.

Commissioner Dean said he would like to have some diversity when setting up the Old Florida Outdoor Festival Committee for next year.

Vernell Jordan said she also was from Apopka and grew up here. When she came back home to Apopka she was very disappointed to see Apopka was split with signs up for South Apopka. She said when she left it was Apopka, and where she lives now, she has lived there for 50 years and she would like to see it go back to Apopka.

Mayor Kilsheimer advised the signs are Orange County signs that say South Apopka and he would like to see an effort made to have these taken down. He advised Mayor Land had

him there was a vote taken by the residents to annex this area and they voted not to annex into the city limits.

**MAYOR'S REPORT** – Mayor Kilsheimer reported Birdapalooza is this weekend at Magnolia Park. The following weekend is the Old Florida Outdoor Festival.

Isadora Dean said her ex-student Vernell Jordan did not bring up the issue of annexation and the issue was not annexation. She stated with regards to the Old Florida Outdoor Festival, she would love to see some diversity to this event and committee. She said she was happy Mr. Wright was reaching out to the schools in the area, but the elementary school in that area is not in the city. She would hope he would reach out to all elementary schools in the area regardless to whether they are in the city or county. She said most municipalities have more diversity than we have in Apopka and she would like to see more diversity in upper administrative positions.

**ADJOURNMENT** – There being no further business the meeting adjourned at 5:06 p.m.

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

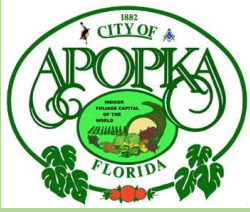
ATTEST:

\_\_\_\_\_  
Linda F. Goff, City Clerk

**Backup material for agenda item:**

1. Presentation from Farmworker Association of Florida on House Bill 675.

Tirso Moreno



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: February 17, 2016  
FROM: Administration  
EXHIBITS: House Bill 675

---

**SUBJECT: FARMWORKER ASSOCIATION OF FLORIDA PRESENTATION ON HOUSE BILL 675.**

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**SUMMARY:**

Request from the Farmworker Association of Florida to make a presentation regarding House Bill 675, which follows for your review.

---

**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





1                                   A bill to be entitled  
2           An act relating to federal immigration enforcement;  
3           providing a short title; creating chapter 908, F.S.,  
4           relating to federal immigration enforcement; providing  
5           legislative findings and intent; providing  
6           definitions; prohibiting sanctuary policies; requiring  
7           state entities, local governmental entities, and law  
8           enforcement agencies to comply with and support the  
9           enforcement of federal immigration law; prohibiting  
10          restrictions by such entities and agencies on taking  
11          certain actions with respect to information regarding  
12          a person's immigration status; authorizing a law  
13          enforcement agency to transport an unauthorized alien  
14          under certain circumstances; providing an exception to  
15          reporting requirements for crime victims or witnesses;  
16          requiring recordkeeping relating to crime victim and  
17          witness cooperation in certain investigations;  
18          authorizing a board of county commissioners to adopt  
19          an ordinance to recover costs for complying with an  
20          immigration detainer; authorizing local governmental  
21          entities and law enforcement agencies to petition the  
22          Federal Government for reimbursement of certain costs;  
23          requiring reporting of violations; providing penalties  
24          for failing to report a violation; providing whistle-  
25          blower protections for persons who report violations;  
26          providing for investigation of possible violations;

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27 providing for injunctive relief and civil penalties;  
 28 requiring written findings; prohibiting the  
 29 expenditure of public funds for specified purposes;  
 30 requiring the Attorney General to prescribe the format  
 31 for submitting complaints; providing a cause of action  
 32 for personal injury or wrongful death attributed to a  
 33 sanctuary policy; providing that a trial by jury is a  
 34 matter of right; requiring written findings; providing  
 35 for implementation; requiring repeal of existing  
 36 sanctuary policies within a specified period;  
 37 providing effective dates.

38  
 39 Be It Enacted by the Legislature of the State of Florida:

40  
 41 Section 1. Short title.—This act may be cited as the "Rule  
 42 of Law Adherence Act."

43 Section 2. Chapter 908, Florida Statutes, consisting of  
 44 sections 908.001-908.0010, is created to read:

45 CHAPTER 908

46 FEDERAL IMMIGRATION ENFORCEMENT

47 908.001 Legislative findings and intent.—The Legislature  
 48 finds it is an important state interest that state agencies,  
 49 local governments, and their officials owe an affirmative duty  
 50 to all citizens and other persons lawfully within the United  
 51 States to assist the Federal Government with enforcement of  
 52 federal immigration laws within this state, including complying



53 with federal immigration detainers. The Legislature further  
54 finds it is an important state interest that, in the interest of  
55 public safety and adherence to federal law, this state support  
56 federal immigration enforcement efforts and ensure that such  
57 efforts are not impeded or thwarted by state or local laws,  
58 policies, practices, procedures, or customs. State agencies,  
59 local governments, and their officials who encourage persons  
60 unlawfully present in the United States to locate within this  
61 state or who shield such persons from personal responsibility  
62 for their unlawful actions breach this duty and should be held  
63 accountable.

64 908.002 Definitions.—As used in this chapter, the term:

65 (1) "Federal immigration agency" means the United States  
66 Department of Homeland Security, or its successor agency, and  
67 any of its divisions, including United States Immigration and  
68 Customs Enforcement, United States Customs and Border  
69 Protection, or any other federal agency charged with the  
70 enforcement of immigration law. The term includes an official or  
71 employee of such agency.

72 (2) "Immigration detainer" means a facially sufficient  
73 written or electronic request issued by a federal immigration  
74 agency using that agency's official form to request that another  
75 law enforcement agency detain a person based on an inquiry into  
76 the person's immigration status or an alleged violation of a  
77 civil immigration law, including detainers issued pursuant to 8  
78 U.S.C. ss. 1226 and 1357. For purposes of this subsection, an



79 immigration detainer is deemed facially sufficient if:

80 (a) The federal immigration agency's official form is  
81 complete and indicates on its face that the federal immigration  
82 official has reason to believe that the person to be detained  
83 may not have been lawfully admitted to the United States or  
84 otherwise is not lawfully present in the United States; or

85 (b) The federal immigration agency's official form is  
86 incomplete and fails to indicate on its face that the federal  
87 immigration official has reason to believe that the person to be  
88 detained may not have been lawfully admitted to the United  
89 States or otherwise is not lawfully present in the United  
90 States, but is supported by an accompanying affidavit or order  
91 that indicates the federal immigration official has reason to  
92 believe that the person to be detained may not have been  
93 lawfully admitted to the United States or otherwise is not  
94 lawfully present in the United States.

95 (3) "Inmate" means a person in the custody of a law  
96 enforcement agency.

97 (4) "Law enforcement agency" means an agency in this state  
98 charged with enforcement of state, county, municipal, or federal  
99 laws or with managing custody of detained persons in the state  
100 and includes municipal police departments, sheriff's offices,  
101 state police departments, campus police departments, and the  
102 Department of Corrections. The term includes an official or  
103 employee of such agency.

104 (5) "Local governmental entity" means any county,



105 municipality, or other political subdivision of this state. The  
106 term includes a person holding public office or having official  
107 duties as a representative, agent, or employee of such entity.

108 (6) "Sanctuary policy" means a law, policy, practice,  
109 procedure, or custom adopted or permitted by a state entity, law  
110 enforcement agency, or local governmental entity which  
111 contravenes 8 U.S.C. s. 1373(a) or (b), or which knowingly  
112 prohibits or impedes a law enforcement agency from communicating  
113 or cooperating with a federal immigration agency with respect to  
114 federal immigration enforcement, including, but not limited to,  
115 limiting or preventing a state entity, local governmental  
116 entity, or law enforcement agency from:

117 (a) Complying with an immigration detainer;

118 (b) Complying with a request from a federal immigration  
119 agency to notify the agency before the release of an inmate or  
120 detainee in the custody of the state entity, local governmental  
121 entity, or law enforcement agency.

122 (c) Providing a federal immigration agency access to an  
123 inmate for interview;

124 (d) Initiating an immigration status investigation; or

125 (e) Providing a federal immigration agency with an  
126 inmate's incarceration status or release date.

127 (7) "Sanctuary policymaker" means a state or local elected  
128 official, or an appointed official of a local governmental  
129 entity governing body, who has voted for, allowed to be  
130 implemented, or voted against repeal or prohibition of a



131 sanctuary policy.

132 (8) "State entity" means the state or any office, board,  
133 bureau, commission, department, branch, division, or institution  
134 thereof. The term includes a person holding public office or  
135 having official duties as a representative, agent, or employee  
136 of such entity.

137 908.003 Sanctuary policies prohibited.—A state entity, law  
138 enforcement agency, or local governmental entity may not adopt  
139 or have in effect a sanctuary policy.

140 908.004 Cooperation with federal immigration authorities.—

141 (1) Except as otherwise expressly prohibited by federal  
142 law, a state entity, local governmental entity, or law  
143 enforcement agency may not prohibit or in any way restrict  
144 another state entity, local governmental entity, or law  
145 enforcement agency from taking any of the following actions with  
146 respect to information regarding a person's immigration status:

147 (a) Sending such information to or requesting or receiving  
148 such information from a federal immigration agency for purposes  
149 of this chapter.

150 (b) Maintaining such information for purposes of this  
151 chapter.

152 (c) Exchanging such information with a federal immigration  
153 agency or another state entity, local governmental entity, or  
154 law enforcement agency for purposes of this chapter.

155 (d) Using such information to determine eligibility for a  
156 public benefit, service, or license pursuant to federal or state



157 law or an ordinance or regulation of a local governmental  
158 entity.

159 (e) Using such information to verify a claim of residence  
160 or domicile if a determination of residence or domicile is  
161 required under federal or state law, an ordinance or regulation  
162 of any local governmental entity, or a judicial order issued  
163 pursuant to a civil or criminal proceeding in this state.

164 (f) Using such information to confirm the identity of a  
165 person who is detained by a law enforcement agency.

166 (2) A state entity, local governmental entity, or law  
167 enforcement agency shall fully comply with and, to the full  
168 extent permitted by law, support the enforcement of federal  
169 immigration law. This subsection is only applicable to an  
170 official, representative, agent, or employee of such entity or  
171 agency when he or she is acting within the scope of his or her  
172 official duties or within the scope of his or her employment.

173 (3) Notwithstanding any other provision of law, if a law  
174 enforcement agency has received verification from a federal  
175 immigration agency that an alien in the law enforcement agency's  
176 custody is unlawfully present in the United States, the law  
177 enforcement agency may securely transport such alien to a  
178 federal facility in this state or to another point of transfer  
179 to federal custody outside the jurisdiction of the law  
180 enforcement agency. A law enforcement agency shall obtain  
181 judicial authorization before securely transporting such alien  
182 to a point of transfer outside of this state.



183       (4) This section does not require a state entity, local  
184 governmental entity, or law enforcement agency to provide a  
185 federal immigration agency with information related to a victim  
186 of or a witness to a criminal offense if such victim or witness  
187 timely and in good faith responds to the entity's or agency's  
188 request for information and cooperation in the investigation or  
189 prosecution of such offense.

190       (5) A state entity, local governmental entity, or law  
191 enforcement agency that, pursuant to subsection (4), withholds  
192 information regarding the immigration information of a victim of  
193 or witness to a criminal offense shall document such victim's or  
194 witness's cooperation in the entity's or agency's investigative  
195 records related to the offense and shall retain such records for  
196 at least 10 years for the purpose of audit, verification, or  
197 inspection by the Auditor General.

198       908.005 Reimbursement of costs.—

199       (1) A board of county commissioners may adopt an ordinance  
200 requiring a person detained pursuant to a lawful and valid  
201 immigration detainer to reimburse the county for any expenses  
202 incurred in detaining the person pursuant to the immigration  
203 detainer. A person detained pursuant to an immigration detainer  
204 is not liable under this section if a federal immigration agency  
205 determines that the immigration detainer was improperly issued.

206       (2) The state hereby authorizes a local governmental  
207 entity or law enforcement agency to petition the Federal  
208 Government for reimbursement of the entity's or agency's





209 detention costs and the costs of compliance with federal  
210 requests when such costs are incurred in support of the  
211 enforcement of federal immigration law.

212 908.006 Duty to report.—

213 (1) An official, representative, agent, or employee of a  
214 state entity, local governmental entity, or law enforcement  
215 agency shall promptly report a known or probable violation of  
216 this chapter to the Attorney General or the state attorney  
217 having jurisdiction over the entity or agency.

218 (2) An official, representative, agent, or employee of a  
219 state entity, local governmental entity, or law enforcement  
220 agency who willfully and knowingly fails to report a known or  
221 probable violation of this chapter may be suspended or removed  
222 from office pursuant to general law and s. 7, Art. IV of the  
223 State Constitution.

224 (3) A state entity, local governmental entity, or law  
225 enforcement agency may not dismiss, discipline, take any adverse  
226 personnel action as defined in s. 112.3187(3) against, or take  
227 any adverse action described in s. 112.3187(4)(b) against, an  
228 official, representative, agent, or employee for complying with  
229 subsection (1).

230 (4) Section 112.3187 of the Whistle-blower's Act applies  
231 to an official, representative, agent, or employee of a state  
232 entity, local governmental entity, or law enforcement agency who  
233 is dismissed, disciplined, subject to any adverse personnel  
234 action as defined in s. 112.3187(3) or any adverse action



235 described in s. 112.3187(4) (b), or denied employment because he  
236 or she complied with subsection (1).

237 908.007 Enforcement; penalties.-

238 (1) The state attorney for the county in which a state  
239 entity is headquartered or in which a local governmental entity  
240 or law enforcement agency is located has primary responsibility  
241 and authority for investigating credible reports of a violation  
242 of this chapter. The results of an investigation by a state  
243 attorney shall be provided to the Attorney General in a timely  
244 manner.

245 (2) The Attorney General, the state attorney who conducted  
246 the investigation, or a state attorney ordered by the Governor  
247 pursuant to s. 27.14 may institute proceedings in circuit court  
248 to enjoin a state entity, local governmental entity, or law  
249 enforcement agency found to be in violation of this chapter. The  
250 court shall expedite an action under this section, including  
251 setting a hearing at the earliest practicable date.

252 (3) Upon adjudication by the court or as provided in a  
253 consent decree declaring that a state entity, local governmental  
254 entity, or law enforcement agency has violated this chapter, the  
255 court shall enjoin the unlawful sanctuary policy and order that  
256 such entity or agency pay a civil penalty to the state of at  
257 least \$1,000 but not more than \$5,000 for each day that the  
258 sanctuary policy was in effect before the injunction was  
259 granted. The court shall have continuing jurisdiction over the  
260 parties and subject matter and may enforce its orders with



261 imposition of additional civil penalties as provided for in this  
262 section and contempt proceedings as provided by law.

263 (4) An order approving a consent decree or granting an  
264 injunction or civil penalties pursuant to subsection (3) must  
265 include written findings of fact that describe with specificity  
266 the existence and nature of the sanctuary policy and that  
267 identify each sanctuary policymaker who voted for, allowed to be  
268 implemented, or voted against repeal or prohibition of the  
269 sanctuary policy. The court shall provide a copy of the consent  
270 decree or order granting an injunction or civil penalties that  
271 contains the written findings required by this subsection to the  
272 Governor within 30 days after the date of rendition. A sanctuary  
273 policymaker identified in an order approving a consent decree or  
274 granting an injunction or civil penalties may be suspended or  
275 removed from office pursuant to general law and s. 7, Art. IV of  
276 the State Constitution.

277 (5) A state entity, local governmental entity, or law  
278 enforcement agency ordered to pay a civil penalty pursuant to  
279 subsection (3) shall remit payment to the Chief Financial  
280 Officer, who shall deposit such payment into the General Revenue  
281 Fund.

282 (6) Except as required by applicable law, public funds may  
283 not be used to defend or reimburse a sanctuary policymaker or an  
284 official, representative, agent, or employee of a state entity,  
285 local governmental entity, or law enforcement agency who  
286 knowingly and willfully violates this chapter.



287 908.008 Resident complaint; penalties.—The Attorney  
288 General shall prescribe and provide through the Department of  
289 Legal Affairs' website the format for a person to submit a  
290 complaint alleging a violation of this chapter. This section  
291 does not prohibit the filing of an anonymous complaint or a  
292 complaint not submitted in the prescribed format.

293 908.009 Civil cause of action for personal injury or  
294 wrongful death attributed to a sanctuary policy; trial by jury;  
295 required written findings.—

296 (1) A person injured by the tortious acts or omissions of  
297 an alien unlawfully present in the United States, or the  
298 personal representative of a person killed by the tortious acts  
299 or omissions of an alien unlawfully present in the United  
300 States, has a cause of action for damages against a state  
301 entity, local governmental entity, or law enforcement agency in  
302 violation of ss. 908.003 and 908.004 upon proof by the greater  
303 weight of the evidence of:

304 (a) The existence of a sanctuary policy in violation of s.  
305 908.003; and

306 (b) A failure to comply with any provision of s. 908.004  
307 resulting in such alien's having access to the person injured or  
308 killed when the tortious acts or omissions occurred.

309 (2) A cause of action brought pursuant to subsection (1)  
310 may not be brought against any person who holds public office,  
311 or has official duties as a representative, agent, or employee  
312 of a state entity, local governmental entity, or law enforcement



313 agency, including a sanctuary policymaker.

314 (3) Trial by jury is a matter of right in an action  
315 brought under this section.

316 (4) A final judgment entered in favor of a plaintiff in a  
317 cause of action brought pursuant to this section must include  
318 written findings of fact that describe with specificity the  
319 existence and nature of the sanctuary policy in violation of s.  
320 908.003 and that identify each sanctuary policymaker who voted  
321 for, allowed to be implemented, or voted against repeal or  
322 prohibition of the sanctuary policy. The court shall provide a  
323 copy of the final judgment containing the written findings  
324 required by this subsection to the Governor within 30 days after  
325 the date of rendition. A sanctuary policymaker identified in a  
326 final judgment may be suspended or removed from office pursuant  
327 to general law and s. 7, Art. IV of the State Constitution.

328 (5) This chapter does not create a private cause of action  
329 against a state entity, local governmental entity, or law  
330 enforcement agency that complies with this chapter.

331 908.0010 Implementation.—This chapter shall be implemented  
332 to the fullest extent permitted by federal law regulating  
333 immigration and the legislative findings and intent declared in  
334 s. 908.001.

335 Section 3. A sanctuary policy, as defined in s. 908.002,  
336 Florida Statutes, as created by this act, that is in effect on  
337 the effective date of this act must be repealed within 90 days  
338 after that date.



CS/CS/HB 675, Engrossed 1

2016

339           Section 4. Sections 908.007 and 908.009, Florida Statutes,  
340 as created by this act, shall take effect October 1, 2016, and,  
341 except as otherwise expressly provided in this act, this act  
342 shall take effect July 1, 2016.  
343

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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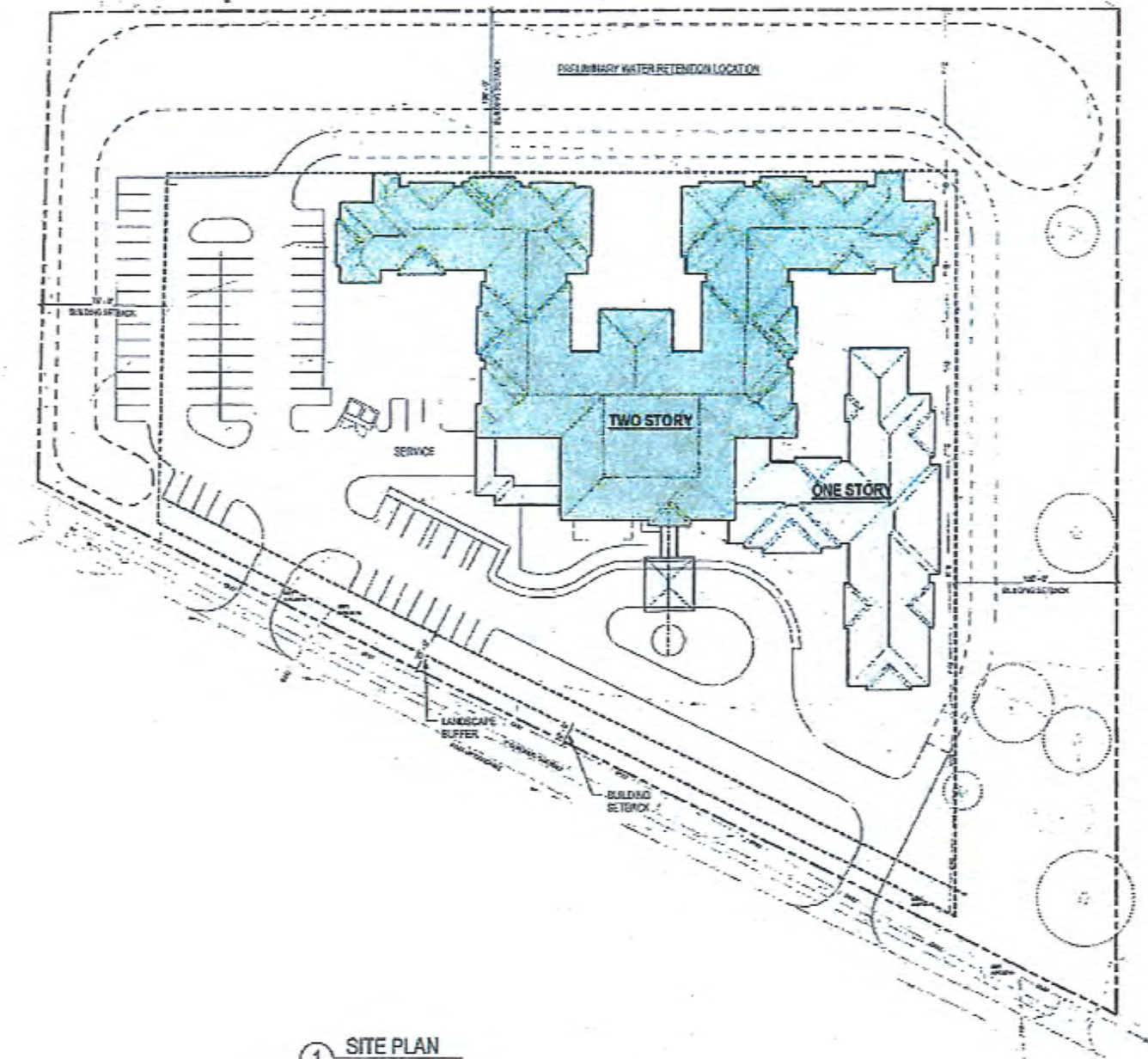
**Backup material for agenda item:**

2. Presentation on Canterwoods Assisted Living Facility (ALF) (a.k.a. Dunn ALF/Dixie Manor)

David Moon





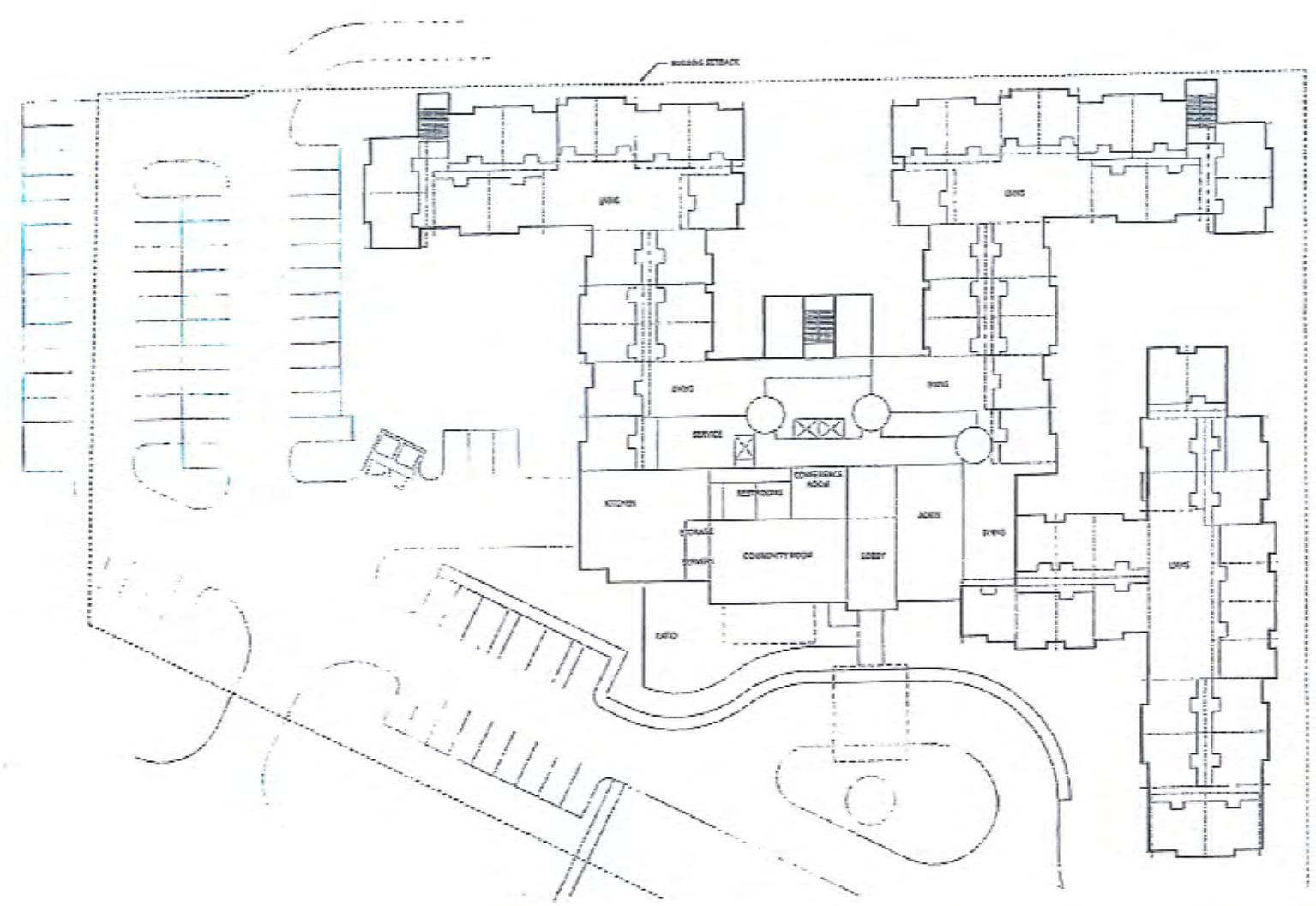


① SITE PLAN  
 1" = 40'-0"  
 0 20 40 60  
 GRAPHIC SCALE



CANTERWOOD ASSISTED LIVING FACILITY APOPKA

02/01/16



① 1ST LEVEL  
 GRAPHIC SCALE  
 0 10 20 40

CANTERWOOD ASSISTED LIVING FACILITY APOPKA  
 02/01/16



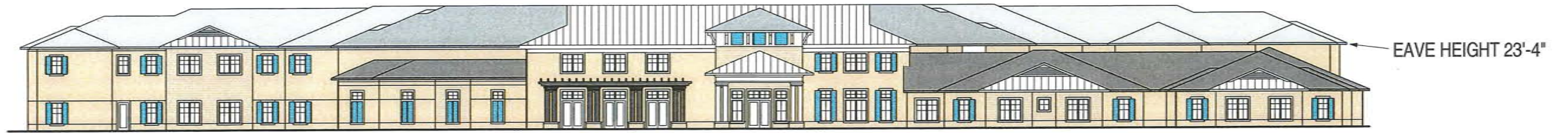




MJM Canterwood Apopka ALF/SNAL			Haskell Company		
					1/30/2016
Project Comparisons					
		Dixie Manor	Canterwood		
		<i>Original Approval</i>	<i>Proposed</i>		
1. Basic Information					
	Resident Rooms		95		
	Resident Beds	<del>140</del> 125	125		
	Building Stories	2	1 & 2		
	Parking	70	70		
2. Square Footage Comparisons					
	2nd Floor Square Footage	37560	33170		
	1st Floor Square Footage	38560	53313		
	Building Square Footage	76120	86500	*Includes Covered Canopy	
	Site Square Footage	304484	304484		
	Floor Area Ratio	0.25	0.28		
3. Window Comparisons					
	2nd Floor North	20 + Dining Room	12		
	1st Floor North	<u>20 + Dining Room</u>	<u>12</u>		
	North Total Windows	40 + Dining Rooms	24		
	2nd Floor East	10 + Dining Room	7		
	1st Floor East	<u>10 + Dining Room</u>	<u>10</u>		
	East Total Windows	20 + Dining Rooms	17		
Canterwood Advantages					
a.	Parking on West Side Only				
b.	Service on the West Side				
c.	One Story Building on East Side				
d.	Front Entry Shielded from residential area on east side				
e.	Resident courtyards				
f.	Residential scale massing				







1 OVERALL BUILDING ELEVATION - SOUTH  
1/16" = 1'-0"



2 ENLARGED BUILDING ELEVATION - SOUTH  
1" = 10'-0"

**Backup material for agenda item:**

1. Approve the annual fuel contract renewal with Petroleum Traders Corporation.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: February 17, 2016  
 FROM: Public Services  
 EXHIBITS:

**SUBJECT: GASOLINE AND DIESEL FUEL PURCHASE AND DELIVERY CONTRACT**

**Request: APPROVE THE ANNUAL FUEL CONTRACT RENEWAL WITH PETROLEUM TRADERS CORPORATION.**

**SUMMARY:**

On March 18, 2015, the City Council approved a contract for the purchase and delivery of gasoline and diesel fuel. The contract term was for one year with the possibility of three (3) additional one-year extensions. The first year will expire April 1, 2016.

Staff recommends a one-year extension of the existing contract. Below is the pricing information.

Gallon Quantities	Price +/- the OPIS Average Price per Gallon
Small Gas or Diesel Tanker: 100-4,000 gal quantities	+\$0.1080
Full Load 87 Gas Tanker: 8,000 - 8,500 gal quantities	-\$0.0098
Full Load Diesel Tanker: 7,500 - 8,500 gal quantities	+\$0.0005
Split Load (Gas and Diesel): 7,500 - 8,500 gal quantities	Gas -\$0.0098/ Diesel +\$0.0005

The price per gallon indicated above, and is then added to the Oil Price Information Service (OPIS) average price per gallon, which is posted weekly for the Orlando Terminal (#4), and includes all grades of unleaded gasoline, and diesel fuel #2, for the inclusive price. There is no change in the above pricing.

**FUNDING SOURCE:**

Divisions budget annually for fuel usage.

**RECOMMENDATION ACTION:**

Approve the annual fuel contract renewal with Petroleum Traders Corporation.

**DISTRIBUTION:**

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	Human Resources Director	Recreation Director
City Administrator	Information Technology Director	City Clerk
Community Development Director	Police Chief	Fire Chief



**Backup material for agenda item:**

2. Authorize the purchase of two vehicles for the Recreation Department.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: February 17, 2016  
 FROM: Public Services  
 EXHIBITS:

**SUBJECT: TWO NEW VEHICLES FOR THE RECREATION DEPARTMENT**

**Request: AUTHORIZE THE PURCHASE OF TWO VEHICLES FOR THE RECREATION DEPARTMENT, ONE FROM DON REID FORD FOR \$15,724.00 AND ONE FROM MULLINAX FORD FOR \$27,488.18, AND SURPLUS THE RETIRED UNIT.**

**SUMMARY:**

The purchase of the following vehicles for the Recreation Department. The pricing comes from the Florida Sheriffs Association Contract Bid Number 15-23-0904 and the local dealership. The price quotes are as follows:

<u>Description</u>	<u>Division</u>	<u>Qty</u>	<u>Mullinax</u>	<u>Don Reid</u>	<u>Duvall Ford</u>
Ford Focus	Rec	1	\$16,600.74	<b>\$15,724.00*</b>	N/A
Ford Explorer	Rec	1	<b>\$27,488.18</b>	N/A	\$26,760.00*
				* Per Sheriffs Contract	* Per Sheriffs Contract

The Explorer is for the Recreation Director and the Focus is to replace Unit 10-0425, which is a 1995 Crown Victoria. Mullinax is higher than the lowest bidder on the Explorer, but is a local business in the City limits and is within the limit of the three percent for Local Preference.

**FUNDING SOURCE:**

Funding is included in the General Fund FY16 Budget (001-3612-572.6400) and additional funds from the 001-3613-572.6400 as a result of savings experienced from the prior bus purchase.

**RECOMMENDATION ACTION:**

Authorize Fleet Maintenance to proceed with the purchase of one vehicle from Don Reid Ford in the amount of \$15,724.00 and one from Mullinax Ford in the amount \$27,488.18, and surplus the retired unit.

**DISTRIBUTION:**

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	Human Resources Director	Recreation Director
City Administrator	Information Technology Director	City Clerk
Community Development Director	Police Chief	Fire Chief

**Backup material for agenda item:**

3. Authorize the Capital Facility Fees Payment Agreement for Marden Ridge.



# CITY OF APOPKA CITY COUNCIL

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CONSENT AGENDA  
 PUBLIC HEARING  
 SPECIAL REPORTS  
 OTHER:

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MEETING OF: February 17, 2016  
FROM: Community Development  
EXHIBITS: Agreement  
Vicinity Map

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**SUBJECT: MARDEN RIDGE - CAPITAL FACILITY FEES PAYMENT AGREEMENT**

**Request: AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CAPITAL FACILITY FEES PAYMENT AGREEMENT FOR MARDEN RIDGE**

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**SUMMARY:**

The City's standard Capacity Facility Fees Payment Agreement has been prepared for Marden Ridge, located between S.R. 451 and Marden Road, south of Ocoee Apopka Road, and north of S.R. 414.

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**FUNDING SOURCE:**

Not applicable

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**RECOMMENDATION ACTION:**

Authorize the Mayor or his designee to execute the Capital Facility Fees Payment Agreement for Marden Ridge.

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**DISTRIBUTION**

Mayor Kilsheimer  
Commissioners (4)  
City Administrator Irby  
Community Dev. Director

Finance Director  
HR Director  
IT Director  
Police Chief

Public Ser. Director  
City Clerk  
Fire Chief



**Marden Ridge Plat**  
**Emerson Point Associates, LLLP**  
**MMI Development, Inc. c/o Michael E. Wright, Esq.**  
**42.17 +/- Acres**  
**Parcel ID #: 17-21-28-0000-00-029**

### VICINITY MAP



**CAPITAL FACILITY FEES PAYMENT AGREEMENT**

**CITY OF AOPKA**

Project: MARDEN RIDGE

THIS AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by and between the City of Apopka, a municipal corporation, hereinafter after sometimes referred to as "CITY"; and

Emerson Point Associates, LLLP

MMI Development, Inc.

1350 N. Orange Avenue, Suite 250

Winter Park, FL 32789

sometimes hereinafter referred to as "OWNER".

WHEREAS, the City Council of the City of Apopka has enacted ordinances providing for Sewer and Water Capital Facility Fees; and

WHEREAS, the Owner controls lands located between S.R. 451 and Marden Road, south of Ocoee Apopka Road, and north of S.R. 414 as described in Exhibit "A" attached hereto and made a part hereof as is fully set out in this paragraph and hereinafter referred to as the "Property" and Owner or its successors or assigns intends to construct Marden Ridge per plans on file in the Community Development Department located in City Hall as of this date; and

WHEREAS, Owner has officially requested that the City provide sewer and water service to the development located on the property herein described in Exhibit "A"; and

WHEREAS, the City is willing to provide, in accordance with the provisions of this Agreement, water service to the development thereafter operate applicable facilities so that the development will receive adequate sewer service and water supply from the City; and

WHEREAS, Owner is obligated to pay certain Capital Facility Fees in conjunction with this commitment for capacity and do desire to execute a Payment Agreement with the City.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Compliance. The Owner agrees that both it and its successors and assigns will abide by the provisions of this Agreement and the relevant ordinances of the City and that it will install or have installed the improvements required by the City in accordance with the provisions of this Agreement and of said ordinances. The Owner further understands and agrees that, in the development of subject property, failure to abide by the terms of this Agreement, the provisions of the City's ordinance, or any other applicable regulations, ordinances, or laws from time to time existing, shall constitute ground for refusal by the City, or the appropriate authority thereof, to allow such development to obtain further inspections, to institute utility services, or to permit occupancy of completed improvements.

Section 2. Capital Facility Fee. Owner hereby agrees to pay the City the following Capital Facility Fees:

- A. Sewer Capital Facility Fee: Based on estimated flows, Owner agrees to pay the City \$308,879.73 for 72.935 Sewer ERU's at \$ 4,235.00 per ERU.
- B. Water Capital Facility Fee: Based on estimated flows, Owner agrees to pay the City \$128,976.18 for 63.818 Water ERU's at \$ 2,021.00 per ERU.

Section 3. Payment of Capital Facility Fees. The total amount of Capital Facility Fees due and payable by the Owner to City is \$437,855.91.

A. On January 28, 2016, the Owner paid the City an amount of \$131,356.77 which represents 30% of the total Capital Facility Fees due.

B. Thirty-five (35) per cent of all capital facility fees at the time of receiving the Department of Environmental Protection (DEP) approval/permit, or, if no such permit is required, sixty (60) days after the date of issuance of a City building permit.

C. All remaining capital facility fees are due at the time the final building inspection is called for or, if more than one building permit is involved, at the time the first final building inspection is called for on any permit in the development, no matter how many days have elapsed since issuance of DEP permit.

Section 4. Repayment of Capital Facility Fees. If no DEP permit is obtained or if a DEP permit expires and DEP has released all permitted capacity back to the City and no construction has been commenced, then applicant shall be entitled to a refund of the capital facility fees paid as a condition for issuance, except that the City shall retain three (3) per cent of the refunded funds as a fee to offset the costs of collection and refund.

Section 5. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Owner, the City and their respective assigns and successors by merger, consolidation, conveyance or otherwise, subject to the terms of this Agreement, as contained herein. Once these funds are paid in full this Agreement is satisfied and no longer in effect.

Section 6. City shall be entitled to any attorney's fees and costs incurred in the enforcement of this Agreement.



WITNESSES:

THE CITY OF APOPKA

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Glenn Irby  
City Administrator

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Glenn Irby, City Administrator, of the City of Apopka, a Florida municipal corporation, he is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name  
Commission No. \_\_\_\_\_

WITNESSES AS TO OWNER:

Thomas A. Ciceram

Thomas Ciceram  
Print Name

Jessica A. Johnson

Jessica A. Johnson  
Print Name

OWNER:

By: [Signature]  
Name

Attorney  
Title

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 29 day of January, 2016 by Michael Niederst (Name of officer or agent) of MRAD Phase I, LLC (Name of corporation acknowledging), a \_\_\_\_\_ (state or place of corporation) Corporation, on behalf of the corporation. He/She/They is/are personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.

(NOTARY'S SEAL)



JESSICA A. JOHNSON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF907327  
Expires 7/14/2018

Jessica A. Johnson  
Notary Public

Jessica A. Johnson  
Print Name  
Commission No. FF907327

Exhibit "A"

Lot 2 and Tracts A, B, C, D, E, F, H, and I, MARDEN RIDGE, according to the plat thereof, as recorded in Plat Book 87, Pages 66 through 69, inclusive, Public Records of Orange County, Florida.

**Backup material for agenda item:**

4. Authorize the Sewer and Water Capacity Agreement for Poe Reserve, Phase 2.



# CITY OF APOPKA CITY COUNCIL

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CONSENT AGENDA  
 PUBLIC HEARING  
 SPECIAL REPORTS  
 OTHER:

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MEETING OF: February 17, 2016  
FROM: Community Development  
EXHIBITS: Vicinity Map  
Agreement

---

**SUBJECT:** POE RESERVE, PHASE 2 (42 LOTS)

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

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**SUMMARY:**

The City's standard Sewer and Water Capacity Agreement has been prepared for Poe Reserve, Phase 2, located south of North Orange Blossom Trail, west of State Road 451.

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**FUNDING SOURCE:**

Not applicable

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**RECOMMENDATION ACTION:**

Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for Poe Reserve, Phase 2.

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**DISTRIBUTION**

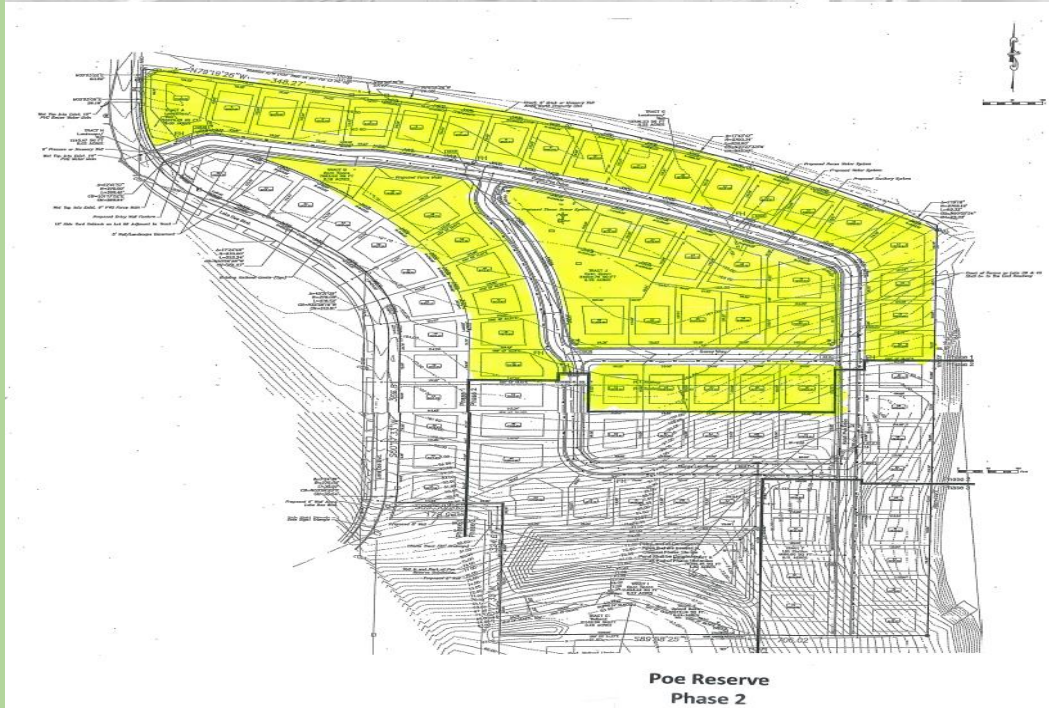
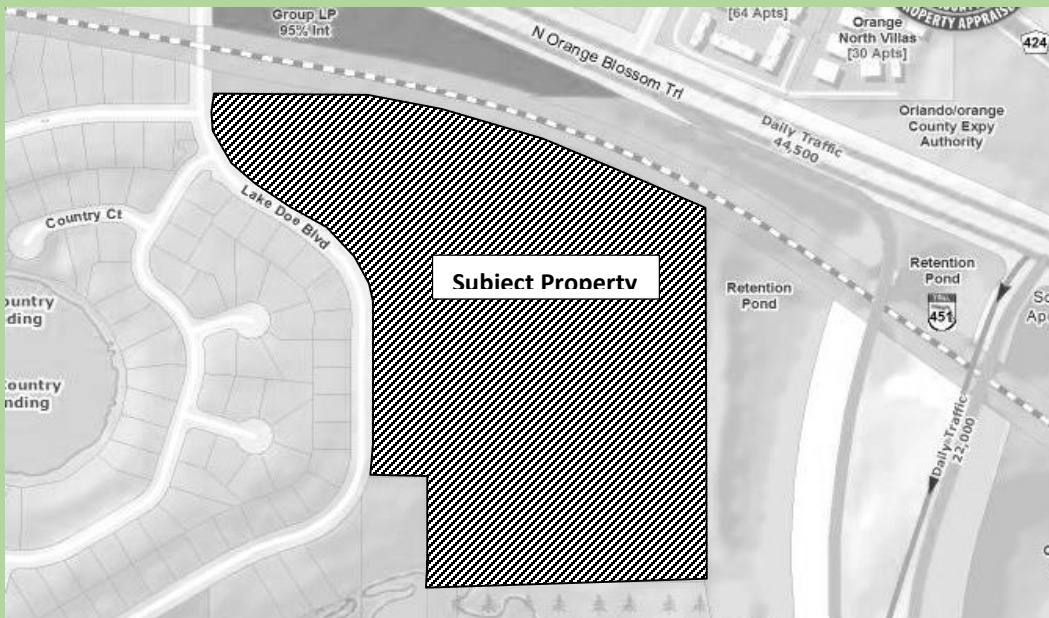
Mayor Kilsheimer  
Commissioners (4)  
City Administrator Irby  
Community Dev. Director

Finance Director  
HR Director  
IT Director  
Police Chief

Public Ser. Director  
City Clerk  
Fire Chief

Poe Reserve, Phase 2  
Owner: Poe Reserve, LLC  
13.52 +/- Acres

### VICINITY MAP



Poe Reserve  
Phase 2

**SEWER AND WATER CAPACITY AGREEMENT**

Poe Reserve Phase 2 (42 Lots)

THIS AGREEMENT, made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Apopka, Florida, a municipal corporation, hereinafter sometimes referred to as "City" or "Utility" or both; and Poe Reserve, LLC sometimes hereinafter referred to as "Owner" or "Developer" or both.

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

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

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

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

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

WHEREAS, Developer owns or controls lands located in City of Apopka or Orange County, Florida, and described in **Exhibit "A"** attached hereto and made a part hereof as

if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer intends to develop the Property by erecting thereon, individually metered units, general service units, or combination of these; and

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

**Section 1. Compliance.**

The Owner agrees that both he and his successors and assigns will abide by the provisions of this Agreement and the relevant Ordinances of the City and that he will install or have installed the improvements required by the City in accordance with the provisions of this Agreement and of said Ordinances. The Owner further understands and agrees that, in the development of the subject property, failure to abide by the terms



of this Agreement, the provisions of the City's Ordinances, or any other applicable regulations, ordinances, or laws from time to time existing, shall constitute grounds for refusal by the City, or the appropriate authority thereof, to allow such development, to obtain building permits, to institute utility services, or to permit occupancy of completed improvements.

**Section 2. Definitions.**

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

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

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

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

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

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

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

**Section 3. On-Site Installation.**

To induce the Utility to provide the water treatment and sewage collection and disposal facilities, and to continuously provide Owner's Property with water and sewer

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

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

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

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

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

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

Utility with two (2) copies of the approved paving and drainage plans. Developer will provide Utility with three (3) copies of the approved subdivision plat.

**Section 4. Off-Site Installation.**

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

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

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

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

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

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

practices.

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

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

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

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

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

the rendering of service by Utility, Developer shall:

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

J. Developer shall assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Utility which Developer obtains from any contractor constructing the utility systems. Developer shall remain secondarily liable on such warranties. If Developer does not obtain such written warranty and/or maintenance bond from its contractor and deliver same to Utility, which warranty and/or maintenance bond shall be for a minimum period of two years, then in such event, Developer by the terms of this instrument, agrees to indemnify and save harmless the Utility for an loss, damages, costs, claims, suits, debts, or demands by reason of latent defects in the systems which could not have been reasonably discovered upon normal engineering inspection, for a period of two years from the date of acceptance by the Utility of said utility systems.

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

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

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

**Section 5. Easement.**

Developer hereby grants and gives to Utility, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain or operate the water and sewer facilities to serve the Property; and the exclusive right or privilege to construct, own, maintain or operate the said facilities in, under, upon, over and across the present and future streets, roads, alleys and easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and is independent of said record plats. Mortgagees, if any, holding prior liens on the Property shall be required to either release such lien, subordinate their positions or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility, as long as Utility complies with the terms of this Agreement. All water distribution and sewage collection facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated road or rights-of-ways for utility purposes.

Developer hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Developer's property upon which Utility is constructing or operating utility facilities. The foregoing grants shall be for such period of time as Utility or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water and sewer facilities. The parties agree that in the event Developer and Utility agree to install any of the water or sewer facilities in lands within the Property lying outside the streets and



easement areas described above, then Developer or the owner shall grant to Utility, the necessary easement or easements for such "private property" installation; provided, all such "private property" installations by Utility shall be made in such a manner as not to interfere with the then primary use of such "private property". The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities, or as otherwise agreed to by Utility, provided each does not interfere with Utility's use thereof.

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

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

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

**Section 7. Exclusive Right to Provide Service.**

As a further and essential consideration of this Agreement, Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in business or businesses of providing potable water or sewer services to the Property during the period of time Utility, its successors and

assigns, provide water or sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of each residence, building or unit constructed thereon, except for providing by Developer, from its own sources and lines for irrigation uses.

**Section 8. Rates.**

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

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

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

**Section 9. Capital Facility Fees.**

In addition to the contribution of any water distribution and sewage collection systems, where applicable, and further to induce the Utility to provide water and sewage

service, Developer hereby agrees to pay to Utility the following Capital Facility Fees:

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

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

Total Water			
Capacity Committed <u>in Gallons</u>	No. Of ERU's <u>Committed</u>	Water Capital Facility Fee <u>Per ERU</u>	Facility Fee Due from <u>Owner</u>
16,800	42	\$2,021.00	\$84,882.00

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

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

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

Total Sewer			
Capacity Committed in Gallons	No. Of ERU's Committed	Sewer Capital Facility Fee Per ERU	Facility Fee Due from Owner
14,700	42	\$4,235.00	\$177,870.00

**Section 10. Payment of Capital Fees.**

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

A. 10% of all capital facilities fees for all units at the time of applying to DEP for a permit.

B. 20% of all capital facilities fees at the time of receiving DEP approval/permit or 120 days from the date of application whichever occurs first.

C. 10% of all capital facilities fees at the time of issuance of Certificate of Acceptance by City or 120 days from the date of issuance of DEP permit whichever occurs first.

D. 20% of all capital facilities fees 12 months after the date of issuance of the DEP permit as set forth in (b).

E. 20% of all capital facilities fees not later than 24 months after the date of issuance of the DEP permit as set forth in (b).

F. All capital facilities fees are due not later than 36 months after the date of the issuance of the DEP permit as set forth in (b).

The capital facilities fees shall be based on the fee schedule in effect at the time payment is actually made to the City. The fees set forth therein are the minimum due

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

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

It is also agreed by the parties that:

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

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

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

**Section 11. Refund of Fee Paid.**

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

**Section 12. Recapture of Capacity.**

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

**Section 13. Maintenance Fees.**

The parties agree that the City may subject encumbered or committed water and sewer capacity to a maintenance fee to be assessed by the City. The amount of such fee will be determined by the City Council and shall be based upon the costs of

maintaining the committed capacity for the Developer. Such fees shall not be a Capital Facility Fee as described herein and shall be due and payable as directed by the City.

**Section 14. Water System Tap Fee.**

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

<u>Single Service Meter</u>	
3/4"	\$238.00
1"	\$280.00
1 1/2"	\$429.00
2"	\$515.00
<u>Dual Service Meter</u>	
3/4"	\$186.00
1"	\$213.00
<u>Short Service Tap</u>	
3/4" & 1"	\$245.00
1 1/2" & 2"	\$318.00
<u>Long Service Tap</u>	
3/4" & 1"	\$745.00
1 1/2" & 2"	\$818.00

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

Short service is defined as service located on the same side of a road or driveway of an existing water line where the connection is to be made. Long service is defined as service located on the opposite side of a road or driveway of an existing water line where the connection is to be made. There will be an additional charge of \$10.00 for every linear foot for service over 50 linear feet. An additional charge will be added equal to the

county right-of-way permit fee when it is required. All Tap Fees are due and payable at the time that a service connection is approved by the Utility.

**Section 15. Sewer Tap Fee and Other Charges.**

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

**Section 16. Miscellaneous Provisions Regarding Payments.**

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

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

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

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



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

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

**Section 17. Agreement to Serve.**

Upon the completion of construction of the water and sewer facilities by Developer, its inspection, the issuance of the final letter of acceptance by the Utility, the Utility covenants and agrees that it will allow the connection of the water distribution and sewage collection facilities installed by Developer to the central facilities of the Utility and shall provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities including the City. The Utility agrees that once it provides water and sewer service to the Property and Developer or others have connected consumer installations to its system, that thereafter the Utility will continuously provide, in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority.

The parties agree that the capacity needed to provide service to the Property is 16,800 gallons per day for potable water supply and 14,700 gallons per day for wastewater removal. Developer agrees that the number of units of development for

which capacity is reserved hereby shall not exceed the number of units of development for which capacity is reserved hereby pursuant to final development plans on file in the Community Development Department. Developer agrees that sewage to be treated by the Utility from Developer's property will consist of domestic wastewater and further agrees that it will not allow any abnormal strength sewage to flow from developers' property to the Utility Sewage treatment facility that will cause harm to the treatment process. In addition, Developer further agrees that no wastewater, fluids or other substances and materials shall be discharged to the Utility's sanitary sewer collection/transmission system, which contain any hazardous, inflammable, toxic and/or industrial constituents, in whole or in part, regardless of the concentrations (i.e., strengths) of said constituents. Developer grants to Utility the right to sample the Developer's sewage, as referred to hereinabove, to verify Developer's compliance with this paragraph.

**Section 18. Application for Service: Consumer Installations.**

Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of the Utility and approval for such connection has been granted.

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

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

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

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

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

E. If a kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Utility shall have the right to require that a grease trap and/or pretreatment unit be constructed, installed and connected so that all waste waters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Utility. The size, materials and construction of said grease traps are to be approved by the Utility. Developer hereby grants to the Utility the right to periodically inspect the pretreatment facilities herein described. The provisions of this paragraph shall not apply to individual residential kitchens.

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

**Section 19. Assurance of Title.**

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

**Section 20. Binding Effect of Agreement.**

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

**Section 21. Notice.**

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

Poe Reserve, LLC  
P. O. Box 770609  
Winter Garden, FL 34777-0609  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and if the Utility, at:

City of Apopka  
Utilities Department  
Attn: Cindy Haynes  
P. O. Box 1229  
Apopka, FL 32704

**Section 22. Laws of Florida.**

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

**Section 23. Cost and Attorney's Fees.**

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

**Section 24. Force Majeure.**

In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use of availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, and all governmental rules or acts or action of any government or public or governmental authority or commission of board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

**Section 25.**

The rights, privileges, obligations and covenants of Developer and the Utility shall

survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

**Section 26.**

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

**Section 27. Construction.**

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

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

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

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

**Section 28.**

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

**Section 29.**

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

**Section 30.**

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

**Section 31.**

By the execution hereof, Developer agrees that the Utility Company has certain obligations as a municipal utility to protect the health, safety and welfare of the public and not to burden Utility's customers with extraordinary expenses attributed or attributable to Developer, his successors or assigns, and that the Utility may, at its sole option, require pretreatment or special features such as grease traps. It is the intention of the parties that all sewage shall conform to the requirements of the Utility prior to introduction into Utility's collection system. Developer shall be responsible for all costs associated herewith.

**Section 32.**

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

**Section 33. Water Conservation Measures.**

Water conservation measures shall be employed by the Developer. Said measures

shall include but not be limited to:

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

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

**Section 34.**

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

**Section 35.**

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



WITNESSES:

THE CITY OF APOPKA,  
A Florida municipal corporation

\_\_\_\_\_

\_\_\_\_\_

Print Name

Glenn Irby  
City Administrator

\_\_\_\_\_

Print Name

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Glenn Irby, City Administrator of the City of Apopka, a Florida municipal corporation, he is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name  
Commission No. \_\_\_\_\_

WITNESSES:

Jacqueline Skrabalak

Jacqueline Skrabalak

Print Name

Chris Kaminski

Print Name

OWNER:

By: Rohland A. June

manager

Title

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 2 day of February, 2016 by Rohland A. June (Name of officer or agent) of Poe Reserve LLC (Name of corporation acknowledging), a Florida (state or place of corporation) Corporation, on behalf of the corporation. He/She/They is/are personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.

SEAL



Jacqueline Skrabalak  
NOTARY PUBLIC

## EXHIBIT "A"

### Legal Description

#### DESCRIPTION:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5 AND THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH 1/4 CORNER OF SAID SECTION 8, THENCE RUN S00°03'06"W ALONG THE EAST RIGHT OF WAY LINE OF LAKE DOE BOULEVARD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 16 AND 17, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING A 60 FOOT PUBLIC RIGHT OF WAY; THENCE RUN S00°03'06"W ALONG SAID EAST RIGHT OF WAY LINE, 26.18 FEET TO A CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEAST ALONG SAID CURVE AND EAST RIGHT OF WAY LINE HAVING A CENTRAL ANGLE OF 42°07'50", A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 198.53 FEET, A CHORD BEARING OF S21°00'49"E AND A CHORD DISTANCE OF 194.09 FEET TO THE MOST WESTERLY CORNER OF LOT 55, POE RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_\_, PUBLIC OF ORANGE COUNTY FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE NORTHERLY AND EASTERLY LINE OF POE RESERVE PHASE 1, N10°46'54"E, 38.09 FEET; THENCE RUN N61°45'47"E, 51.77 FEET; THENCE RUN S79°21'10"E, 63.36 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°21'13", A RADIUS OF 945.00 FEET, AN ARC LENGTH OF 302.71 FEET, A CHORD BEARING OF S54°25'36"E AND A CHORD DISTANCE OF 301.42 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 45°31'43", A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 309.90 FEET, A CHORD BEARING OF S22°29'09"E AND A CHORD DISTANCE OF 301.81 FEET; THENCE RUN S00°16'41"W, 96.70 FEET; THENCE DEPARTING SAID EASTERLY LINE OF POE RESERVE PHASE 1 LINE RUN S89°43'19"E, 147.29 FEET; THENCE RUN N00°14'22"E, 15.41 FEET; THENCE RUN S89°45'38"E, 50.00 FEET; THENCE RUN S00°14'22"W, 92.88 FEET; THENCE RUN S89°45'38"E, 405.00 FEET; THENCE RUN N00°14'22"E, 103.00 FEET; THENCE RUN S89°45'38"E, 50.00 FEET; THENCE RUN N00°14'22"E, 22.77 FEET; THENCE RUN S89°45'38"E, 115.00 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 8; THENCE RUN N00°14'22"E ALONG SAID EAST LINE, 335.72 FEET TO THE SOUTH RIGHT OF WAY LINE OF C.S.X. RAILROAD (FORMERLY SEABOARD COAST LINE RAILROAD, BEING A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 1°19'14", A RADIUS OF 2702.12 FEET, AN ARC LENGTH OF 62.28 FEET, A CHORD BEARING OF N60°56'02"W AND A CHORD DISTANCE OF 62.27 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE AND CURVE HAVING A CENTRAL ANGLE OF 17°43'47", A RADIUS OF 2700.34 FEET, AN ARC LENGTH OF 835.60 FEET, A CHORD BEARING OF N70°27'33"W AND A CHORD DISTANCE OF 832.27 FEET; THENCE CONTINUE THE FOLLOWING THREE (3) COURSES ALONG SAID SOUTH RIGHT OF WAY LINE N79°19'26"W, 76.38 FEET; THENCE RUN N89°20'38"W, 57.47 FEET; THENCE RUN N79°19'26"W, 348.27 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF SECTION 5; THENCE RUN S00°03'22"W ALONG SAID WEST LINE, 60.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 13.519 ACRES MORE OR LESS.

**Backup material for agenda item:**

5. Authorize the Sewer and Water Capacity Agreement for Poe Reserve, Phase 3



# CITY OF APOPKA CITY COUNCIL

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CONSENT AGENDA  
 PUBLIC HEARING  
 SPECIAL REPORTS  
 OTHER:

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MEETING OF: February 17, 2016  
FROM: Community Development  
EXHIBITS: Vicinity Map  
Agreement

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**SUBJECT:** POE RESERVE, PHASE 3 (17 LOTS)

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

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**SUMMARY:**

The City's standard Sewer and Water Capacity Agreement has been prepared for Poe Reserve, Phase 3, located south of North Orange Blossom Trail, west of State Road 451.

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**FUNDING SOURCE:**

Not applicable

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**RECOMMENDATION ACTION:**

Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for Poe Reserve, Phase 3.

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**DISTRIBUTION**

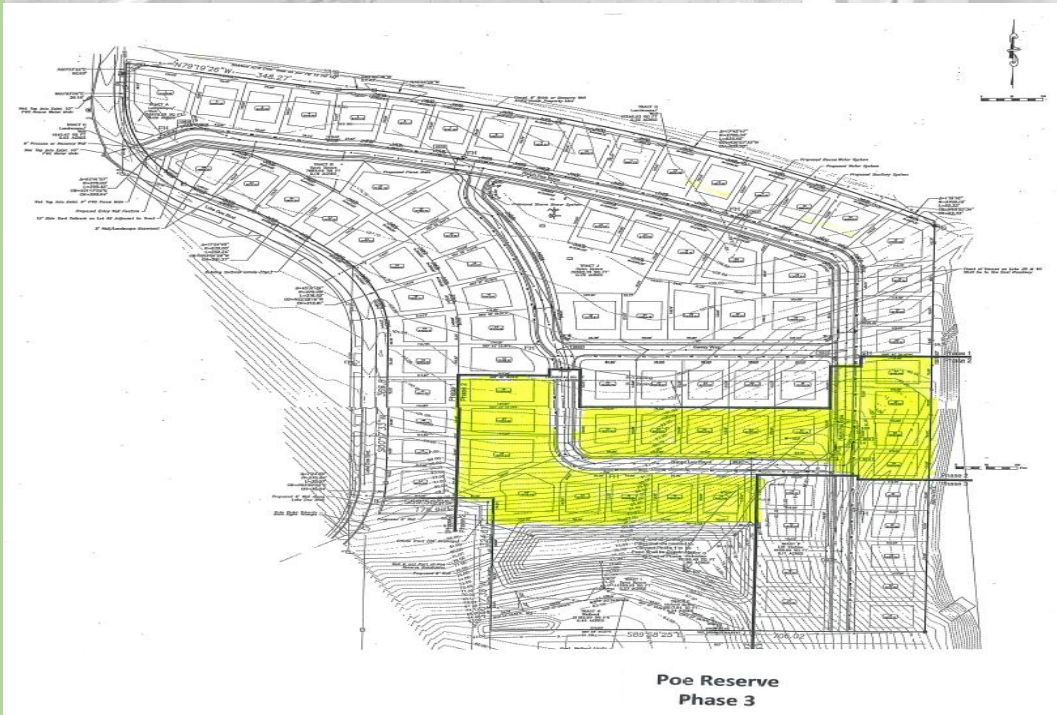
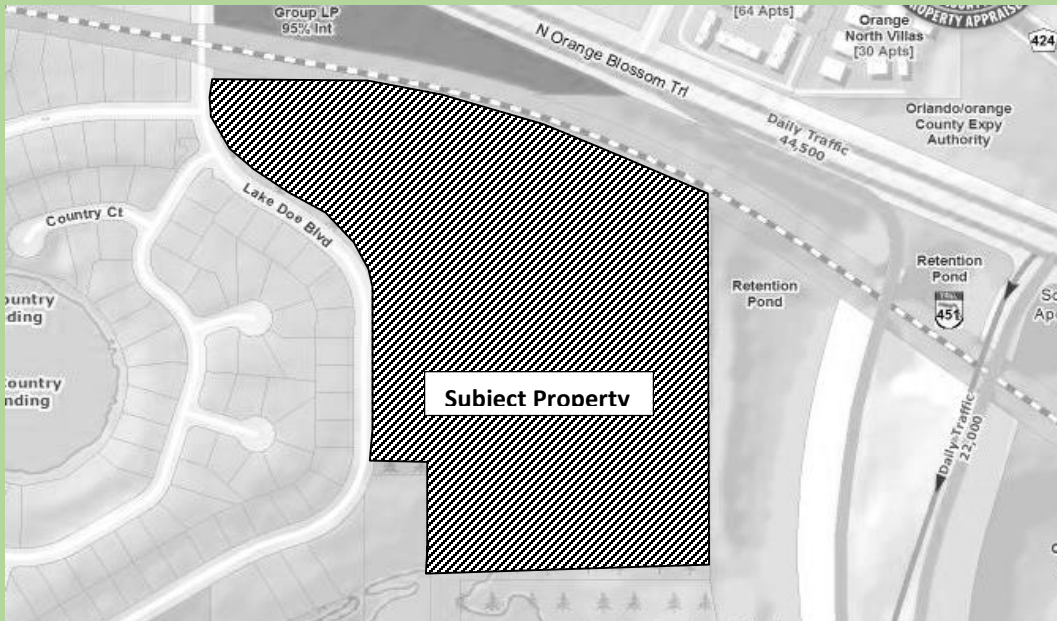
Mayor Kilsheimer  
Commissioners (4)  
City Administrator Irby  
Community Dev. Director

Finance Director  
HR Director  
IT Director  
Police Chief

Public Ser. Director  
City Clerk  
Fire Chief

Poe Reserve, Phase 3  
Owner: Poe Reserve, LLC  
4.96 +/- Acres

VICINITY MAP



Poe Reserve  
Phase 3

**SEWER AND WATER CAPACITY AGREEMENT**

Poe Reserve Phase 3 (17 Lots)

THIS AGREEMENT, made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Apopka, Florida, a municipal corporation, hereinafter sometimes referred to as "City" or "Utility" or both; and Poe Reserve, LLC sometimes hereinafter referred to as "Owner" or "Developer" or both.

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

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

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

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

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

WHEREAS, Developer owns or controls lands located in City of Apopka or Orange County, Florida, and described in **Exhibit "A"** attached hereto and made a part hereof as

if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer intends to develop the Property by erecting thereon, individually metered units, general service units, or combination of these; and

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

**Section 1. Compliance.**

The Owner agrees that both he and his successors and assigns will abide by the provisions of this Agreement and the relevant Ordinances of the City and that he will install or have installed the improvements required by the City in accordance with the provisions of this Agreement and of said Ordinances. The Owner further understands and agrees that, in the development of the subject property, failure to abide by the terms



of this Agreement, the provisions of the City's Ordinances, or any other applicable regulations, ordinances, or laws from time to time existing, shall constitute grounds for refusal by the City, or the appropriate authority thereof, to allow such development, to obtain building permits, to institute utility services, or to permit occupancy of completed improvements.

**Section 2. Definitions.**

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

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

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

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

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

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

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

**Section 3. On-Site Installation.**

To induce the Utility to provide the water treatment and sewage collection and disposal facilities, and to continuously provide Owner's Property with water and sewer

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

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

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

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

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

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

Utility with two (2) copies of the approved paving and drainage plans. Developer will provide Utility with three (3) copies of the approved subdivision plat.

**Section 4. Off-Site Installation.**

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

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

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

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

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

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

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

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

practices.

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

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

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

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

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

the rendering of service by Utility, Developer shall:

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

J. Developer shall assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Utility which Developer obtains from any contractor constructing the utility systems. Developer shall remain secondarily liable on such warranties. If Developer does not obtain such written warranty and/or maintenance bond from its contractor and deliver same to Utility, which warranty and/or maintenance bond shall be for a minimum period of two years, then in such event, Developer by the terms of this instrument, agrees to indemnify and save harmless the Utility for an loss, damages, costs, claims, suits, debts, or demands by reason of latent defects in the systems which could not have been reasonably discovered upon normal engineering inspection, for a period of two years from the date of acceptance by the Utility of said utility systems.

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

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

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

**Section 5. Easement.**

Developer hereby grants and gives to Utility, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain or operate the water and sewer facilities to serve the Property; and the exclusive right or privilege to construct, own, maintain or operate the said facilities in, under, upon, over and across the present and future streets, roads, alleys and easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and is independent of said record plats. Mortgagees, if any, holding prior liens on the Property shall be required to either release such lien, subordinate their positions or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility, as long as Utility complies with the terms of this Agreement. All water distribution and sewage collection facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated road or rights-of-ways for utility purposes.

Developer hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Developer's property upon which Utility is constructing or operating utility facilities. The foregoing grants shall be for such period of time as Utility or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water and sewer facilities. The parties agree that in the event Developer and Utility agree to install any of the water or sewer facilities in lands within the Property lying outside the streets and



easement areas described above, then Developer or the owner shall grant to Utility, the necessary easement or easements for such "private property" installation; provided, all such "private property" installations by Utility shall be made in such a manner as not to interfere with the then primary use of such "private property". The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities, or as otherwise agreed to by Utility, provided each does not interfere with Utility's use thereof.

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

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

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

**Section 7. Exclusive Right to Provide Service.**

As a further and essential consideration of this Agreement, Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in business or businesses of providing potable water or sewer services to the Property during the period of time Utility, its successors and

assigns, provide water or sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of each residence, building or unit constructed thereon, except for providing by Developer, from its own sources and lines for irrigation uses.

**Section 8. Rates.**

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

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

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

**Section 9. Capital Facility Fees.**

In addition to the contribution of any water distribution and sewage collection systems, where applicable, and further to induce the Utility to provide water and sewage

service, Developer hereby agrees to pay to Utility the following Capital Facility Fees:

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

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

Total Water			
Capacity Committed in Gallons	No. Of ERU’s Committed	Water Capital Facility Fee Per ERU	Facility Fee Due from Owner
6,800	17	\$2,021.00	\$34,357.00

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

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

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

Total Sewer			
Capacity Committed in Gallons	No. Of ERU's Committed	Sewer Capital Facility Fee Per ERU	Facility Fee Due from Owner
5,950	17	\$4,235.00	\$71,995.00

**Section 10. Payment of Capital Fees.**

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

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

The capital facilities fees shall be based on the fee schedule in effect at the time payment is actually made to the City. The fees set forth therein are the minimum due

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

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

It is also agreed by the parties that:

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

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

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

**Section 11. Refund of Fee Paid.**

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

**Section 12. Recapture of Capacity.**

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

**Section 13. Maintenance Fees.**

The parties agree that the City may subject encumbered or committed water and sewer capacity to a maintenance fee to be assessed by the City. The amount of such fee will be determined by the City Council and shall be based upon the costs of

maintaining the committed capacity for the Developer. Such fees shall not be a Capital Facility Fee as described herein and shall be due and payable as directed by the City.

**Section 14. Water System Tap Fee.**

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

<u>Single Service Meter</u>	
3/4"	\$238.00
1"	\$280.00
1 1/2"	\$429.00
2"	\$515.00
<u>Dual Service Meter</u>	
3/4"	\$186.00
1"	\$213.00
<u>Short Service Tap</u>	
3/4" & 1"	\$245.00
1 1/2" & 2"	\$318.00
<u>Long Service Tap</u>	
3/4" & 1"	\$745.00
1 1/2" & 2"	\$818.00

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

Short service is defined as service located on the same side of a road or driveway of an existing water line where the connection is to be made. Long service is defined as service located on the opposite side of a road or driveway of an existing water line where the connection is to be made. There will be an additional charge of \$10.00 for every linear foot for service over 50 linear feet. An additional charge will be added equal to the

county right-of-way permit fee when it is required. All Tap Fees are due and payable at the time that a service connection is approved by the Utility.

**Section 15. Sewer Tap Fee and Other Charges.**

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

**Section 16. Miscellaneous Provisions Regarding Payments.**

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

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

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

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



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

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

**Section 17. Agreement to Serve.**

Upon the completion of construction of the water and sewer facilities by Developer, its inspection, the issuance of the final letter of acceptance by the Utility, the Utility covenants and agrees that it will allow the connection of the water distribution and sewage collection facilities installed by Developer to the central facilities of the Utility and shall provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities including the City. The Utility agrees that once it provides water and sewer service to the Property and Developer or others have connected consumer installations to its system, that thereafter the Utility will continuously provide, in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority.

The parties agree that the capacity needed to provide service to the Property is 6,800 gallons per day for potable water supply and 5,950 gallons per day for wastewater removal. Developer agrees that the number of units of development for which capacity

is reserved hereby shall not exceed the number of units of development for which capacity is reserved hereby pursuant to final development plans on file in the Community Development Department. Developer agrees that sewage to be treated by the Utility from Developer's property will consist of domestic wastewater and further agrees that it will not allow any abnormal strength sewage to flow from developers' property to the Utility Sewage treatment facility that will cause harm to the treatment process. In addition, Developer further agrees that no wastewater, fluids or other substances and materials shall be discharged to the Utility's sanitary sewer collection/transmission system, which contain any hazardous, inflammable, toxic and/or industrial constituents, in whole or in part, regardless of the concentrations (i.e., strengths) of said constituents. Developer grants to Utility the right to sample the Developer's sewage, as referred to hereinabove, to verify Developer's compliance with this paragraph.

**Section 18. Application for Service: Consumer Installations.**

Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of the Utility and approval for such connection has been granted.

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

A. Application for the installation of water meters and backflow preventers shall be

made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.

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

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

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

E. If a kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Utility shall have the right to require that a grease trap and/or pretreatment unit be constructed, installed and connected so that all waste waters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Utility. The size, materials and construction of said grease traps are to be approved by the Utility. Developer hereby grants to the Utility the right to periodically inspect the pretreatment facilities herein described. The provisions of this paragraph shall not apply to individual residential kitchens.

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

**Section 19. Assurance of Title.**

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

**Section 20. Binding Effect of Agreement.**

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

**Section 21. Notice.**

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

Poe Reserve, LLC  
P. O. Box 770609  
Winter Garden, FL 34777-0609

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and if the Utility, at:

City of Apopka  
Utilities Department  
Attn: Cindy Haynes  
P. O. Box 1229  
Apopka, FL 32704

**Section 22. Laws of Florida.**

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

**Section 23. Cost and Attorney's Fees.**

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

**Section 24. Force Majeure.**

In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use of availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, and all governmental rules or acts or action of any government or public or governmental authority or commission of board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

**Section 25.**

The rights, privileges, obligations and covenants of Developer and the Utility shall survive the completion of the work of Developer with respect to completing the facilities

and services to any development phase and to the Property as a whole.

**Section 26.**

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

**Section 27. Construction.**

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

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

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

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

**Section 28.**

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

**Section 29.**

Notwithstanding the gallonage calculations that could be made hereunder relative to

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

**Section 30.**

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

**Section 31.**

By the execution hereof, Developer agrees that the Utility Company has certain obligations as a municipal utility to protect the health, safety and welfare of the public and not to burden Utility's customers with extraordinary expenses attributed or attributable to Developer, his successors or assigns, and that the Utility may, at its sole option, require pretreatment or special features such as grease traps. It is the intention of the parties that all sewage shall conform to the requirements of the Utility prior to introduction into Utility's collection system. Developer shall be responsible for all costs associated herewith.

**Section 32.**

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

**Section 33. Water Conservation Measures.**

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

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

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

**Section 34.**

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

**Section 35.**

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



WITNESSES:

THE CITY OF APOPKA,  
A Florida municipal corporation

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Glenn Irby  
City Administrator

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Glenn Irby, City Administrator of the City of Apopka, a Florida municipal corporation, he is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

(NOTARY'S SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name  
Commission No. \_\_\_\_\_

WITNESSES:

Jacqueline Skrabalak  
Jacqueline Skrabalak  
Print Name

Chris Kaminiski  
Print Name

OWNER:

By: Rohland A June  
Title manager

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 2 day of February, 2016 by Rohland June (Name of officer or agent) of Poe Reserve LLC (Name of corporation acknowledging), a FLORIDA (state or place of corporation) Corporation, on behalf of the corporation. He/She/They ~~is/are~~ personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.



SEAL

Jacqueline Skrabalak  
NOTARY PUBLIC

**EXHIBIT "A"**

**Legal Description**

**DESCRIPTION:**

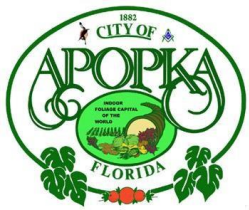
THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHEAST CORNER OF LOT 42 POE RESERVE PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_\_, PUBLIC OF ORANGE COUNTY FLORIDA; THENCE RUN N89°43'19"W ALONG THE SOUTH LINE OF LOT 42, 147.29 FEET TO THE EAST LINE OF POE RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_\_, PUBLIC OF ORANGE COUNTY FLORIDA; THENCE RUN S00°16'41"W ALONG SAID EAST LINE, 305.04 FEET TO THE SOUTHEAST CORNER OF LOT 43, POE RESERVE PHASE 1; THENCE RUN S89°58'25"E, 61.79 FEET; THENCE RUN S00°17'33"W, 52.76 FEET TO THE NORTHWEST CORNER OF TRACT D, POE RESERVE PHASE 1; THENCE RUN S89°45'38"E ALONG THE NORTH LINE OF TRACT D, 425.76 FEET TO THE NORTHEAST CORNER OF TRACT D; THENCE RUN N00°14'22"E, 115.00 FEET; THENCE RUN S89°45'38"E, 165.00 FEET; THENCE RUN S00°14'22"W, 9.23 FEET; THENCE RUN S89°45'38"E, 115.00 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 8; THENCE RUN N00°14'22"E ALONG SAID EAST LINE, 300.00 FEET TO THE SOUTHEAST CORNER OF LOT 20, POE RESERVE PHASE 2; THENCE RUN THE FOLLOWING EIGHT (8) COURSES ALONG THE SOUTHERLY LINE OF SAID POE RESERVE PHASE 2; N89°45'38"W, 115.00 FEET; THENCE RUN S00°14'22"W, 22.77 FEET; THENCE RUN N89°45'38"W, 50.00 FEET; THENCE RUN S00°14'22"W, 103.00 FEET; THENCE RUN N89°45'38"W, 405.00 FEET; THENCE RUN N00°14'22"E, 92.88 FEET; THENCE RUN N89°45'38"W, 50.00 FEET; THENCE RUN S00°14'22"W, 15.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.963 ACRES MORE OR LESS.

**Backup material for agenda item:**

6. Authorize a donation to the Kid's House Children's Advocacy Center.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: February 17, 2016  
 FROM: Police Department  
 EXHIBITS: Request Memo

**SUBJECT: \$500.00 EXPENDITURE FROM LAW ENFORCEMENT TRUST FUNDS**

**Request: AUTHORIZE A \$500.00 DONATION FROM LAW ENFORCEMENT TRUST FUNDS TO KID’S HOUSE CHILDRENS ADVOCACY CENTER.**

**SUMMARY:**

The Police Department requests City Council approval to expend funds from the Law Enforcement Trust Fund in the amount of \$500.00 to be donated to Kid’s House of Seminole County. Kid’s House is a nonprofit organization that collaborates with all agencies of law enforcement, the state attorney's office, medical personnel, child protection professionals, social workers, and licensed mental health counselors to respond to incidents of child abuse and neglect. The team provides assistance with cases, shares information and ideas, assists with prosecution, and ultimately determines the best course to provide emotional and psychological well-being for the child and family.

Law Enforcement Trust Funds may be used to support community-based programs. In accordance with trust fund rules, a local law enforcement agency may use a percentage of the total of shared monies received for the costs associated with drug abuse treatment, drug and crime prevention education, or other nonprofit community-based programs or activities that are formally approved by the chief law enforcement officer. The Apopka Police Department supports initiatives that protect and defend vulnerable youth within Central Florida. These expenditures are supportive of and consistent with the Department’s support of local activities.

**FUNDING SOURCE:**

Law Enforcement Trust Fund.

**RECOMMENDATION ACTION:**

Authorize the Finance Department to disburse \$500.00 from the Law Enforcement Trust Fund.

**DISTRIBUTION**

Mayor Kilsheimer  
 Commissioners  
 City Administrator  
 Community Development Director

Finance Director  
 HR Director  
 IT Director  
 Police Chief

Public Services Director  
 Recreation Director  
 City Clerk  
 Fire Chief



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

**Memorandum**

Date: February 17, 2016  
To: Honorable Joseph E. Kilsheimer and Commissioners  
RE: LAW ENFORCEMENT TRUST FUNDS

---

The Police Department requests City Council approval to expend funds from the Law Enforcement Trust Fund in the amount of \$500.00 to be donated to Kid's House of Seminole County. Kid's House is a nonprofit organization that collaborates with all agencies of law enforcement, the state attorney's office, medical personnel, child protection professionals, social workers, and licensed mental health counselors to respond to incidents of child abuse and neglect. The team provides assistance with cases, shares information and ideas, assists with prosecution, and ultimately determines the best course to provide emotional and psychological well-being for the child and family.

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Respectfully,

Michael McKinley  
Chief of Police

**Backup material for agenda item:**

7. Approval of Dr. Charles E. Dorfman's Lease Renewal.



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: February 17, 2016  
 FROM: City Clerk  
 EXHIBITS: Lease Agreement

**SUBJECT: LEASE RENEWAL FOR DR. CHARLES E. DORFMAN, OFFICE BUILDING LOCATED AT 405 S PARK AVENUE.**

**Request: APPROVE THE LEASE AGREEMENT RENEWAL WITH CHARLES E. DORFMAN, M.D., DIVISION OF ORLANDO PHYSICIAN SPECIALISTS, LLC, OFFICE BUILDING LOCATED AT 405 S PARK AVENUE, FOR AN ADDITIONAL ONE (1) YEAR, AND EXECUTION OF ALL ASSOCIATED DOCUMENTS.**

**SUMMARY:**

The one year Lease Agreement with Dr. Charles E. Dorfman, for the office building at 405 South Park Avenue, expires on February 29, 2016. Dr. Dorfman has requested the City Council grant a renewal of said lease at the same fee of \$1,250.00, plus sales tax, as paid in 2015.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION ACTION:**

Approve the renewal of the Lease Agreement with Charles E. Dorfman, Division of Orlando Physician Specialists, LLC, for the office building located at 405 S Park Avenue, for an additional one (1) year, and authorize the Mayor, or his designee, to execute all documents in accordance with the lease.

**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



1 **LEASE**

2  
3 THIS LEASE, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
4 and between the CITY OF APOPKA, the Lessor, hereinafter called the "CITY," of the County of  
5 Orange and State of Florida, and Charles E. Dorfman, M.D., Division of Orlando Physician  
6 Specialists, LLC with its principal address located at 1561 West Fairbanks Avenue, Suite 100,  
7 Winter Park, Florida 32789, the Lessee, hereinafter called the "TENANT," which term shall  
8 include their heirs and assigns, executors, and administrators, wherever the context so requires or  
9 admits.

10  
11 In consideration of the mutual covenants and agreements herein contained, it is agreed by  
12 and between CITY and TENANT as follows:

13  
14 **1. Premises:**

15  
16 Subject to the terms and provisions of this Lease, CITY hereby leases to TENANT and  
17 TENANT hereby lease from CITY all that real estate lying and being in Orange County, State of  
18 Florida, described as follows (hereinafter, the "Leased Premises"):

19  
20 THE FIRST FLOOR OF THAT CERTAIN REAL PROPERTY DESCRIBED AS  
21 THE SOUTH 29 FEET OF THE SOUTH 24 FEET OF THE NORTH 57 FEET OF  
22 LOTS 35 & 36, BLOCK F, TOWN OF APOPKA AS RECORDED IN PLAT  
23 BOOK A, PAGE 87, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,  
24 COMMONLY KNOWN AS 405 SOUTH PARK AVENUE, APOPKA,  
25 FLORIDA 32703

26  
27 **2. Term:**

28  
29 Commencement and ending date of term: March 1, 2016 – February 28, 2017. This Lease  
30 may be renewed for successive one-year terms pursuant to mutual agreement between CITY and  
31 TENANT. Lease renewals are subject to modification of any of the terms of this Lease including  
32 required rental payments.

33  
34 **3. Rent:**

35  
36 TENANT shall pay to CITY for the term of this Lease monthly rent in the sum of ONE  
37 THOUSAND TWO-HUNDRED FIFTY DOLLARS (\$1250.00) per month, plus applicable sales  
38 tax. Rent shall be paid on the first day of each month that this Lease is in effect. No security  
39 deposit is required.

40  
41 **4. Notice, Address:**

42  
43 All rent payable and notice given under this Lease to the CITY shall be paid and given at  
44 120 E Main St., Apopka, 32703 or such other place as the CITY shall specify in writing. All notices  
45 given under this Lease to the TENANT or any assignee or sublease shall be given at the Leased

1 Premises. Any notice properly mailed by registered mail, postage, and fee prepaid, shall be deemed  
2 delivered 48 hours after mailed.

3  
4 **5. Use of Premises:**

5  
6 a. TENANT shall use and occupy the Leased Premises solely for operation of a  
7 medical office and associated commercial applications and for no other use unless  
8 agreed to in advance by CITY in writing. Any other use shall constitute a default  
9 under the terms of this Lease.

10  
11 b. The TENANT will not use or permit the “Leased Premises” to be used for any  
12 illegal or improper purposes, nor permit any disturbance, noise, or annoyance  
13 whatsoever, detrimental to the premises or to the comfort of its neighbors.

14  
15 **6. Insurance:**

16  
17 a. Tenant is self-insured and shall provide insurance coverage satisfactory to the CITY  
18 pursuant to TENANT’s self-insurance program.

19  
20 b. Each policy shall contain a provision requiring at least thirty (30) days notice to  
21 CITY before cancellation thereof for any reason. The original policy of insurance shall be  
22 delivered to and held by CITY.

23  
24 c. Lessee further agrees to obtain and maintain in force a standard fire and extended  
25 coverage insurance policy on the contents of the Leased Premises for his benefit and a fire legal  
26 liability insurance policy in the amount of \$100,000.00.

27  
28  
29 d. The parties shall be liable for the performance of their respective obligations or  
30 responsibilities under this Lease. The liability of the CITY shall be limited, in any action whether  
31 in contract or in tort, in accordance with Section 728.28, Florida Statutes.

32  
33 e. CITY shall maintain property insurance on the Lease Premises and any structure or  
34 improvements made to or installed on the property by Lessor throughout the term of this Lease.

35  
36 **7. Indemnification:**

37 TENANT agree to the fullest extent permitted by law and shall at all times indemnify,  
38 defend and hold the CITY harmless from and against any and all liability, loss, claim, suit, damage,  
39 charge or expense which the CITY may suffer, sustain, incur or in any way be subjected to, on  
40 account of death of or injury to any person whomsoever and damage to or loss of or destruction of  
41 any property whatsoever, arising from, or in any way connected upon or at the Leased Premises,  
42 or the occupancy or use by TENANT of the Leased Premises or any part thereof, or occasioned  
43 wholly or in part by any act or commission of the TENANT, TENANT’s employees, customers,

1 or other parties not under the direct supervision of the CITY. In case CITY shall be made a party  
2 to any claim or litigation for the death or injury to person or damage to or loss of property  
3 commenced by TENANT or anyone else against CITY arising out of the TENANT's use or  
4 occupancy of the Leased Premises, then the TENANT shall defend, indemnify and hold CITY  
5 harmless and shall pay all costs, expenses and reasonable attorney's fees of the CITY's attorney  
6 incurred or paid by the CITY in connection with such claim or litigation within thirty (30) days of  
7 receipt of any invoice pertaining thereto.

8 **8. Taxes and Assessments:**  
9

10 CITY shall be responsible to pay real estate taxes and assessments from time to time levied  
11 or charged against the Leased Premises. All sales, use or rental tax on rents due hereunder and on  
12 personal property taxes charged or levied against TENANT's furniture, fixtures and equipment in  
13 the Leased Premises shall be timely paid by TENANT.  
14

15 **9. Repair and Care of Premises:**  
16

17 Maintenance by TENANT. TENANT shall, at TENANT's own expense, keep and  
18 maintain Leased Premises in good order and repair throughout the Lease Term and any extensions  
19 thereof. CITY will maintain the exterior of the building. TENANT's responsibilities and expense  
20 incurred under this subparagraph for periodic maintenance and/or replacement shall include all of  
21 the following:  
22

- 23 i. TENANT will keep the Leased Premises in good and substantial repair and  
24 clean condition.
- 25
- 26 ii. TENANT will store all refuse or trash in or on the Leased Premises in refuse  
27 containers provided by the CITY. Hazardous materials are not permitted  
28 anywhere on the Premises.
- 29
- 30 iii. TENANT shall pay for all utilities used on the Leased Premises.  
31
- 32 iv. TENANT will permit the CITY, or its agents and/or employees, at all  
33 reasonable times, to enter the Leased Premises and view the condition thereof.  
34
- 35 v. TENANT shall be responsible for all plumbing repairs costing less than or equal  
36 to TWO-HUNDRED FIFTY DOLLARS (\$250.00).  
37

38 Maintenance by CITY.  
39

- 40 i. CITY will maintain the yard of the Leased Premises.
- 41
- 42 ii. CITY shall be responsible for all structural, heating, cooling, and roof repairs.

1  
2 **10. Alterations to Leased Premises**  
3

4 TENANT shall not alter the Leased Premises without permission in writing from the City.  
5 Altering, damaging, or destroying the building situated on the above-described property shall be a  
6 trespass both civil and criminal, and may be restrained by injunction, and shall also subject the  
7 TENANT to an action for damages, and at the option of the CITY, shall immediately terminate  
8 this lease.  
9

10 **11. Compliance with Laws and Regulations:**  
11

12 TENANT shall comply with all Federal, State, County and City laws, ordinances, rules and  
13 regulations affecting or respecting the use or occupancy of the Leased Premises by the TENANT.  
14 TENANT shall comply with all rules which have been or may be adopted hereafter by CITY for  
15 the health, safety, protections, welfare and orderly management of the building, its TENANT, and  
16 the surrounding neighborhood.  
17

18 **12. Assignment and Subletting:**  
19

20 a. Assignment.  
21

22 TENANT shall not assign this Lease without first securing CITY's written consent.  
23 Consent shall be in the sole discretion of CITY. The consent of CITY to any assignment  
24 shall not constitute a waiver of the necessity for such consent to any subsequent  
25 assignment.  
26

27 b. Subletting.  
28

29 TENANT shall not sublet all or any part of the Leased Premises without first securing  
30 CITY's written consent. Consent shall be in the sole discretion of CITY.  
31

32 **13. Redelivery of Premises:**  
33

34 TENANT shall, on the expiration of this Lease, deliver up the Leased Premises in as good  
35 order and condition as it is at the signing of this Lease Agreement, reasonable use and ordinary  
36 wear and tear thereof and damage by fire or other unavoidable casualty, condemnation or  
37 appropriation excepted, and TENANT shall promptly surrender all keys to the Leased Premises to  
38 CITY.  
39

40 Upon the expiration of this Lease, any fixtures and permanent improvements placed upon  
41 the above-described property shall become the property of the CITY, and thereupon CITY shall  
42 be entitled to the immediate possession of same.  
43  
44  
45

1                   **14. Remedies for Failure to Pay:**  
2

3                   If any rent, utilities, shared expenses, taxes, insurance, or other sums payable by TENANT  
4 as required by this Lease shall not be paid when due, CITY shall have the option after ten (10)  
5 days written notice to:  
6

- 7                   a. Terminate this lease, resume possession of the property for its own account and  
8 recover immediately from the TENANT the difference between the total rent  
9 specified for the full term of this Lease and the total amount of rent already paid by  
10 TENANT; or  
11  
12                   b. Resume possession and re-lease or rent the property for the remainder of the term  
13 for the account of the TENANT, and recover from the TENANT at the end of the  
14 term or at the time each payment of rent comes due under this lease, as the CITY  
15 may choose, the difference between the rent specified in the lease and the rent  
16 received on the re-leasing or renting; or  
17  
18                   c. Pursue any other remedy allowed by law.  
19

20                   **15. Cancellation of Lease by CITY:**

21                   If the Leased Premises is needed for expansion or improvements to the adjacent streets or  
22 roads, this lease shall become null and void upon six (6) months written notice from the CITY to  
23 the Tenant. Tenant shall vacate the premises at the end of the six (6) months.  
24

25                   **16. Remedies for Breach of Agreement:**  
26

27                   If either the CITY or the TENANT shall fail to perform, or shall breach any agreement of  
28 this Lease, and such failure or breach continues for ten (10) days after written notice to the party  
29 giving notice, said party may institute action in a court of competent jurisdiction to terminate this  
30 Lease or to complete performance of this agreement.  
31

32                   **17. Entire Agreement:**  
33

34                   This Lease constitutes the entire agreement between the parties and supersedes all prior  
35 oral or written agreements. No waiver, modifications, additions or addendum to this Lease  
36 Agreement shall be valid unless in writing and signed by both the CITY and TENANT.  
37

38                   **18. Attorney's Fees; Costs; Venue:**  
39

40                   In the event that either party hereto shall bring an action or proceeding for an alleged breach  
41 of any provision of this Lease, the prevailing party shall be entitled to recover, as part of such  
42 action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and  
43 appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this

1 Lease, the parties hereby irrevocably consent to the jurisdiction and venue of any of the courts of  
2 record of the State of Florida, Orange County.

3  
4  
5 IN WITNESS WHEREOF, CITY and TENANT have executed this Lease as of the day and  
6 year and first above written.

7  
8 Signed, sealed and delivered  
9 In the presence of:

CITY:  
CITY OF APOPKA

10  
11  
12  
13 Attest:

\_\_\_\_\_  
Joe Kilsheimer, Mayor

14  
15  
16 \_\_\_\_\_  
17 Linda F. Goff, City Clerk

18 APPROVED BY APOPKA CITY COUNCIL  
19 ON \_\_\_\_\_, 20\_\_

20  
21 **STATE OF FLORIDA**  
22 **COUNTY OF ORANGE**

23  
24 BEFORE me personally appeared Joe Kilsheimer, to me well known and known to me to  
25 be the person described in and who executed the foregoing instrument, and acknowledged to and  
26 before me that they executed said instrument for the purposes therein expressed.

27  
28 WITNESS my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

29  
30 \_\_\_\_\_  
31 Notary Public Signature

32  
33 \_\_\_\_\_  
34 Print name

35  
36 \_\_\_\_\_  
37 Commission Number

1 Signed, sealed and delivered  
2 In the presence of:

TENANT: Charles E. Dorfman, M.D.,  
Division of Orlando Physician Specialists,  
LLC

3  
4  
5  
6  
7 \_\_\_\_\_  
8  
9 \_\_\_\_\_

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

Its: \_\_\_\_\_

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**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

BEFORE me personally appeared \_\_\_\_\_ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public Signature

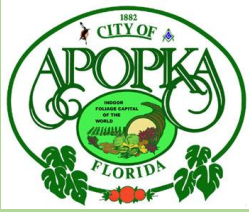
\_\_\_\_\_  
Print name

\_\_\_\_\_  
Commission Number

**Backup material for agenda item:**

8. Authorize direction for land purchase on Park Ave.





# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: February 17, 2016  
 FROM: Administration  
 EXHIBITS: Property Appraiser Location Map  
 Property Appraiser Information Sheet

**SUBJECT: PROPERTY LOCATED AT 602 SOUTH PARK AVE. [SITE OF PREVIOUS PARK AVENUE COIN LAUNDRY – NOW VACANT].**

**Request: DIRECTION FROM THE CITY COUNCIL TO THE CITY ADMINISTRATOR TO BEGIN DUE DILIGENCE TOWARD THE PURCHASE OF THIS LAND.**

**SUMMARY:**

Certain vacant property located at 602 South Park Avenue, in the name of Apopka Property, LLC, belongs to a Linda Burns. Currently the property has a rather large slab of concrete on it but is otherwise vacant and considered blighted and within the Community Redevelopment Area [CRA]. Staff spoke with the owner and asked if she would be interested in selling; her response was that she is interested.

In past times this property was used as a coin laundry and is somewhat suspect for chemical contamination. For this reason, part of the due diligence staff recommends is the completion of a Phase I environmental assessment. If contamination is found, the city would be in a good position to receive Brownfields monetary assistance from the Florida Department of Environmental Protection [FDEP] to remediate contamination once ownership is transferred. Furthermore, the city has code enforcement liens against the property and believes other encumbrances may exist. Therefore, staff believes it prudent to have a title search completed. Last, an appraisal should be ordered by the city to determine market value.

The following is a list of steps in the due diligence assessment of this property and associated approximate costs:

- |                               |                 |
|-------------------------------|-----------------|
| 1. Environmental I Assessment | \$8,000.00      |
| 2. Title Search               | 500.00          |
| 3. Certified Appraisal        | <u>2,000.00</u> |

Total Estimated Cost of Due Diligence                    \$10,500.00

If the property is acquired by the city, the first order of business would be to remove the concrete from the site. This would do quite a bit toward improving the aesthetics. The site is likely too oddly shaped and small to interest a developer; therefore, it could possibly be converted to a public purpose at some date in the future.

**FUNDING SOURCE:**

The property is located within the CRA and acquisition may be possible using these funds. However, the CRA Plan document may need to be adjusted to allow acquisition of real property. If this is the case, the General Fund, more specifically reserves, would be the appropriate source. At such time as the Plan document is adjusted, the CRA could and should acquire it from the General Fund.

**RECOMMENDATION ACTION:**

Direct the City Administrator to begin the process of due diligence for purchase of property as explained above.

**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               |



# Property Record - 09-21-28-0196-51-191

Orange County Property Appraiser • <http://www.ocpafl.org>

## Property Summary

**Property Name**

Park Avenue Coin Laundry(Vacant)

**Names**

Apopka Property LLC

**Municipality**

APK - Apopka

**Property Use**

1000 - Vacant Commercial

**Mailing Address**

3001 Ardsley Dr  
Orlando, FL 32804-3503

**Physical Address**

602 S Park Ave  
Apopka, FL 32703



QR Code For Mobile Phone



January 7, 2015 at 9:22:51 AM  
602 S PARK AVE, APOPKA, FL 32703 1/7/2015 9:23 AM



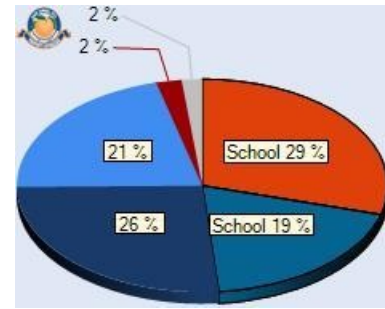
282109019651191 08/13/2012



282109019651191 08/13/2012



282109019651191 04/21/2006



## Value and Taxes

### Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2015	\$48,534	+	\$0	\$1,125 = \$49,659 (-29%)	<b>\$49,659</b> (-29%)
2014	\$48,534	+	\$18,654	\$2,538 = \$69,726 (4.5%)	<b>\$69,726</b> (4.5%)
2013	\$48,535	+	\$15,670	\$2,538 = \$66,743 (-15%)	<b>\$66,743</b> (-15%)
2012	\$53,928	+	\$17,044	\$7,837 = \$78,809	<b>\$78,809</b>

### 2015 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$49,659	\$0	\$49,659	4.9700 (-4.90%)	<b>\$246.81</b>	30 %
Public Schools: By Local Board	\$49,659	\$0	\$49,659	3.2480 (0.00%)	<b>\$161.29</b>	20 %
Orange County (General)	\$49,659	\$0	\$49,659	4.4347 (0.00%)	<b>\$220.22</b>	27 %
City Of Apopka	\$49,659	\$0	\$49,659	3.2876 (0.00%)	<b>\$163.26</b>	20 %
Library - Operating Budget	\$49,659	\$0	\$49,659	0.3748 (0.00%)	<b>\$18.61</b>	2 %
St Johns Water Management District	\$49,659	\$0	\$49,659	0.3023 (-4.46%)	<b>\$15.01</b>	2 %
				<b>16.6174</b>	<b>\$825.20</b>	

### 2015 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
CITY OF APOPKA	APOPKA STORM - DRAINAGE - (407)703-1731	45.00	\$1.00	<b>\$45.00</b>
				<b>\$45.00</b>

### Tax Savings

2016 Estimated Gross Tax Total: \$885.10  
 Your property taxes without exemptions would be \$840.10  
 Your ad-valorem property tax with exemptions is - \$840.10  
 Providing You A Savings Of = \$0.00

## Property Features

### Property Description

TOWN OF APOPKA/109 LOTS 119 THROUGH 124 (LESS BEG SE COR OF LOT 124 N 50 DEG W 60 FT N 40.88 FT E 46.12 FT S 79.12 FT TO POB & LESS BEG NW COR OF LOT 119 RUN E 70 FT S 59 FT NWLY 91.5 FT TO POB) BLK E

### Total Land Area

Property Record Card for 282109019651191



21,570 sqft (+/-) | 0.50 acres (+/-) GIS Calculated

**Land (includes working values)**

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
1000 - Vacant Commercial	C-1	21570.7 SQUARE FEET	\$2.25	\$48,534	\$0.00	\$48,534

**Buildings (includes working values)**

**Extra Features (includes working values)**

Description	Date Built	Units	Unit Price	XFOB Value
PKSP - Parking Space	01/01/1980	9 Unit(s)	\$500.00	\$1,125

**Sales**

**Sales History**

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
09/08/2011	\$100	20110518716	10275 / 1645	Warranty Deed	Prevatt John W Etal	Apopka Property LLC	Improved

**Similar Sales**

Address	Sale Date	Sale Amount	\$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
Kirby Smith Rd	01/27/2016	\$2,300,000		Special Warranty	0/0	20160051243	/
14405 Hartzog Rd	01/26/2016	\$1,690,000		Special Warranty	0/0	20160047336	/
14405 Hartzog Rd	01/26/2016	\$1,110,000		Special Warranty	0/0	20160047333	/
206 E Castle St	01/25/2016	\$57,000		Warranty Multiple	0/0	20160055895	/
207 E Lancaster Rd	01/25/2016	\$57,000		Warranty Multiple	0/0	20160055895	/
Marden Rd	01/25/2016	\$4,824,000		Special Warranty	0/0	20160050316	/
11914 International Dr S	01/20/2016	\$85,000		Special Warranty	0/0	20160044028	/
14508 E Colonial Dr	01/14/2016	\$800,000		Special Warranty	0/0	20160030879	/
Universal Blvd	01/14/2016	\$10,144,300		Special Warranty Multiple	0/0	20160039920	/
Universal Blvd	01/14/2016	\$10,144,300		Special Warranty Multiple	0/0	20160039920	/

**Services for Location**

**TPP Accounts At Location**

Account	Market Value	Taxable Value	Business Name(s)	Business Address
There are no TPP Accounts associated with this parcel.				

**Schools**

Apopka (Middle School)

**Principal** Kelly Pelletier  
**Office Phone** 407-884-2208  
**Grades** 2014: B | 2013: C | 2012: B

Lovell (Elementary)

**Principal** Mr. Oscar Aguirre  
**Office Phone** 407-884-2235  
**Grades** 2014: C | 2013: C | 2012: B

Apopka (High School)

**Principal** Mr. Douglas J Guthrie  
**Office Phone** 407-905-5500

Print Time: 2/11/2016 4:08 PM

Report URL:

<http://www.ocpafl.org/Searches/ParcelInfoPrinterFriendly.aspx/PFSSettings/AA1AB1AD1AE1BA1BB1BC1BD1BE1CA1CD1CB1CC1CE1DA1DB1EA1EB1EC1ED1EE1EG1EH1EI1MA1ZA1/PDF/282109019651191/>

**Property Record Card for 282109019651191**



**Grades** 2014: A | 2013: B | 2012: C

**Utilities/Services**

<b>Electric</b>	Duke Energy
<b>Water</b>	Apopka
<b>Recycling</b>	Apopka
<b>Trash (Thursday, Monday)</b>	Apopka
<b>Yard Waste (Thursday)</b>	Apopka

**Elected Officials**

County Commissioner	Bryan Nelson
State Senate	Geraldine F. Thompson
US Representative	Corrine Brown
State Representative	Randolph Bracy
School Board Representative	Christine Moore
Orange County Property Appraiser	Rick Singh

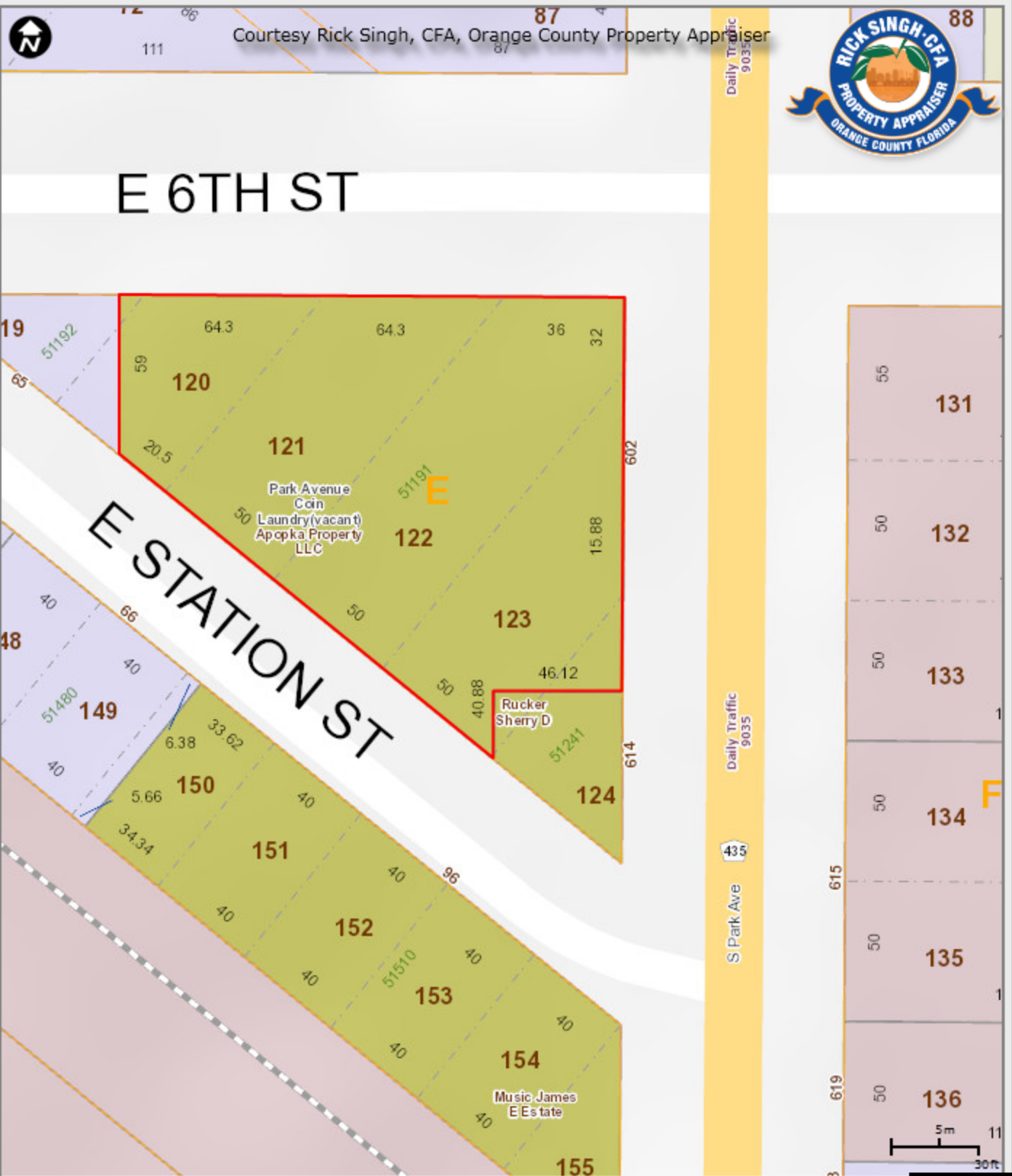
**Traffic Information**

CR 435 Park Av	9,035 Vehicles / Day
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OCPA Web Map

	Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parks		6 Lot Number
	Florida Turnpike		Public Road		Agriculture		Agricultural Curtilage		Lakes and Rivers		06060 Parcel Number
	Interstate 4		Gated Roads		Commercial/Institutional		Hydro		Building		3106 Parcel Address
	Toll Road		Road Under Construction		Governmental/Institutional/Misc		Waste Land		E Block Number		111.9 Parcel Dimension
	Brick Road		Block Line		Lot Line						



Courtesy Rick Singh, CFA, Orange County Property Appraiser



**Backup material for agenda item:**

1. Ordinance No. 2474 – Second Reading – Amending the Apopka Municipal Code, Chapter 26. Glenn A. Irby



# CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL HEARING
- OTHER: Ordinance No. 2474

MEETING OF: February 17, 2016  
FROM: Public Services  
EXHIBITS: (see attached)

**SUBJECT: ORDINANCE NO. 2474 – AMENDING THE APOPKA MUNICIPAL CODE, CHAPTER 26, “CAPITAL FACILITIES FEES” WATER, SEWER, AND REUSE CAPITAL FACILITY FEES**

**Request: ACCEPT SECOND READING AND ADOPTION OF ORDINANCE NO. 2474.**

**SUMMARY:**

On April 1, 2015, the City Council authorized Reiss Engineering, Inc. to perform a study of the City’s water, sewer, and reuse capital facility fees. A water, sewer and reuse capital facility fees study has not been conducted since 2001.

The results of the study show that the City is not collecting sufficient revenues to pay for the expansion to the infrastructure required for development and growth planned for in the City’s capital improvement plan (CIP).

Council should note that the proposed capital facility fees will begin on June 1, 2016. There is also provision for existing property owners to avoid the proposed increase for a period of 3 years.

Staff recommends passage of Ordinance No. 2474 on Second Reading and Adoption.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION ACTION:**

Accept second reading and adoption of Ordinance No. 2474.

**DISTRIBUTION:**

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	Human Resources Director	Recreation Director
City Administrator	Information Technology Director	City Clerk
Community Development Director	Police Chief	Fire Chief



**ORDINANCE NO. 2474**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA, FLORIDA, BY AMENDING CHAPTER 26, "CAPITAL FACILITIES FEES," ARTICLE IV, "WATER, SEWER AND REUSE CAPITAL FACILITY FEES AND FUND," SECTIONS 26-112, "DEFINITIONS," 26-117, "WATER CAPITAL FACILITY FEE," 26-118, "SEWER CAPITAL FACILITY FEE," AND 26-119, "REUSE CAPITAL FACILITY FEE;" AMENDING FEE CALCULATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the City hired Reiss Engineering, Inc., with sub-consultant Public Resources Management Group (PRMG), to perform a study of the City's Water, Sewer, and Reuse capital facility fees, and

**WHEREAS**, the City believes that growth should pay its own way, and

**WHEREAS**, the result of the study showed that the City was not collecting sufficient funds to cover the cost of growth related expenses in the City's Capital Improvement Plan, and

**WHEREAS**, there has not been a capital facility fees study completed since 2001.

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

**SECTION I:** Chapter 26, "Capital Facility Fees," Article IV, "Water, Sewer and Reuse Capital Facility Fees and Fund," Sections 26-112, "Definitions," 26-117, "Water Capital Facility Fee," 26-118, "Sewer Capital Facility Fee," and 26-119, "Reuse Capital Facility Fee," shall read as follows:

## ARTICLE IV. - WATER, SEWER AND REUSE CAPITAL FACILITY FEES AND FUND

### Sec. 26-112. - Definitions.

The following definitions shall apply to this article:

Applicant means a person who is obligated to remit or who has remitted all or any portion of the capital facility fees described in this article.

Capital facility fee means the fee required to be paid in accordance with this article.

Capital improvement includes land acquisition, right-of-way acquisition, site improvements, engineering fees, permitting fees, buildings and equipment, or debt service for such expansion or capital improvement, but excludes maintenance and operation.

City permit means a permit from the city allowing an applicant to hook up to the city water, sewer, and/or reuse systems or to receive additional capacity from the water, sewer, and/or reuse systems.

Comprehensive plan means that plan, which may consist of several maps, data and other descriptive matter, for the physical development of the city or any portion thereof, including any amendments, extension or additions thereto, indicating the general location for major streets, parks, open space or other public utilities, zoning districts or other similar information. The comprehensive plan shall be based upon and include appropriate studies of the location and extent of present and anticipated population, social and economic resources and problems, and other useful data regarding the future development of the city.

DEP means the Florida Department of Environmental Protection.

ERU (sewer) means equivalent residential unit, defined as having the average demand of ~~350~~ 300 gallons per day.

ERU (water) means equivalent residential unit, defined as having the average demand of 400 gallons per day, without reclaimed water available, and having the average demand of 300 gallons per day with reclaimed water available.

ERU (reuse) means equivalent residential unit, defined as having the average demand of 600 gallons per day.

Impact fee means capital facility fee.

Land development activity means an activity in which the construction of a facility requires water, sewer, and/or reuse capital facility fees as defined in this article.

Living unit means any temporary or permanent unit utilized for human habitation.

### Sec. 26-117. - Water capital facility fee.

- (a) A capital facility fee, which represents the capital cost of the primary system capacity expansion, as described in exhibit "A", which is on file in the city clerks's office, will be charged and paid in the manner described in this section. The city reserves the right to also require additional contributions or in-kind contributions, including but not limited to constructed donated facilities, as may be necessary to extend services or to further expand the primary system to facilitate the providing of services to the applicant's property, and if any oversizing is required the applicant shall be reimbursed in accordance with this article. The city additionally reserves the right to amend this article so as to prospectively adjust the fees and charges assessed in this section. The applicant will be required to build or to provide the cost of construction of the secondary or local distribution system and all water facilities on the site, regardless of size, necessary to provide service to the land development activity.

(b) The water capital facility fee charged shall be calculated as follows:

- (1) Residential capital facility fee, without reclaimed water available. If DEP permit or city permit is issued in calendar year, the fee Inside the City is \$1,276.00 and the fee Outside the City is \$1,595.00.

	Inside The City	Outside The City
2001	\$1,502.00	\$1,877.00
2002	1,700.00	2,125.00
2003	1,900.00	2,375.00
2004	2,100.00	2,625.00
2005	2,298.00	2,872.00

- (2) ~~Alternative single-family water capital facility fee. In the event that a connection commits to reuse and/or pays the applicable reuse capital facility fee at the time the water capital facility fee is paid the applicable water capital facility fee shall be:~~

Residential capital facility fee, with reclaimed water available. If DEP permit or city permit is issued in calendar year, the fee Inside the City is \$957.00 and the fee Outside the City is \$1,196.00.

	Inside The City	Outside The City
2001	\$1,502.00	\$1,877.00 *
2002	1,276.00	1,595.00
2003	1,420.00	1,775.00
2004	1,576.00	1,970.00
2005	1,724.00	2,155.00

~~\* Reuse fee goes into effect January 1, 2002.~~

- (3) Adjustments to commercial capital facility fee. As to commercial users or residential units having commercial uses or which have been converted to legal commercial uses, the city, in its discretion, may assess an adjusted or additional water capital facility fee if at any time the usage of the connected unit changes or if it is determined by the city that the projected annual usage was less than the actual annual usage.
- ~~(4) Every year after 2005 or whenever the fee reaches \$2,298.00 the fee will be adjusted by the Engineering News Record (ENR) Construction Cost Index. This inflationary increase would be calculated in September of each year and made effective January 1 of the new year.~~

Sec. 26-118. - Sewer capital facility fee.

- (a) A capital facility fee shall be assessed by the city which represents the capital cost of the primary system capacity expansion as described in exhibit "A", which is on file in the city clerk's office.
- (b) The city reserves the right to also require additional contributions or in-kind contributions, including but not limited to constructed donated facilities, as may be necessary to extend services or to further expand the primary system to facilitate the providing of services to the applicant's property, and if any oversizing is required the applicant shall be reimbursed in accordance with this article. The city additionally reserves the right to amend this article so as to prospectively adjust the fees and charges assessed in this section. The applicant will be required to build or to provide the cost of construction of the secondary or local collection system and all wastewater facilities on the site, regardless of size, necessary to provide service to the land development activity.
- (c) The sewer capital facility fee charged shall be calculated as follows:
  - (1) Residential capital facility fee. If DEP permit or city permit is issued in calendar year, the fee Inside the City is \$4,775.00 and the fee Outside the City is \$5,969.00.

	Inside The City	Outside The City
2001	\$2,458.00	\$3,072.00
2002	2,748.00	3,435.00
2003	3,036.00	3,795.00
2004	3,324.00	4,155.00
2005	3,612.00	4,515.00

- (2) Adjustments to commercial capital facility fee. As to commercial users or residential units having commercial uses or which have been converted to legal commercial uses, the city, in its discretion, may assess an adjusted or additional sewer capital facility fee if at any time the usage of the connected unit changes or if it is determined by the city that the projected annual usage was less than the actual annual usage.
- ~~(3) Every year after 2005 or whenever the fee reaches \$3,612.00 the fee will be adjusted by the Engineering News Record (ENR) Construction Cost Index. This inflationary increase would be calculated in September of each year and made effective January 1 of the new year.~~
- (d) Any existing single-family home within the city limits with a fully functional septic system at the time the city installs sewer lines, or at the time the property annexes into the city will not be required to connect to the city's sewer system. However, if the septic system should fail and require replacement, the owner, tenant, or occupant of the lot or parcel of land would lose this exemption and then be required to connect to the city system.

Sec. 26-119. - Reuse capital facility fee.

- (a) A capital facility fee shall be assessed by the city which represents the capital cost of the primary system capacity expansion as described in exhibit "A", which is on file in the city clerk's office.
- (b) The reuse capital facility fee charged per ERU shall be calculated as follows:
  - (1) Residential capital facility fee. If DEP permit or city permit is issued in calendar year the fee Inside the City is \$2,958.00 and the fee Outside the City is \$3,698.00.

	Inside The City	Outside The City
2001	<del>\$-0-</del>	<del>\$-0-</del>
2002	\$516.00	\$645.00
2003	1,028.00	1,285.00
2004	1,544.00	1,930.00
2005	2,059.00	2,573.00

- (2) Single-family residential ERU shall be as follows:
  - a. Parcel size equal to or less than one-quarter acre equals 1 ERU
  - b. Parcel size more than one-quarter up to one-half acre equals 1.25 ERU
  - c. Parcel size greater than one-half acre equals 1.5 ERU
- (3) Commercial reuse capital facility shall be equal to one ERU or greater based on the following:

Amount of area to be irrigated in sq. ft. divided by 10,000 sq. ft.

- (4) Adjustments to commercial facility fee. As to commercial users or residential units having commercial uses or residential units which have been converted to legal commercial uses, the city, in its discretion, may assess an adjusted or additional reuse capital facility fee if at any time the usage of the connected unit changes or if it is determined by the city that the projected annual usage was less than the actual annual usage.
- ~~(5) Every year after 2005 or whenever the fee reaches \$2,059.00 the fee will be adjusted by the Engineering News Record (ENR) Construction Cost Index. This inflationary increase would be calculated in September of each year and made effective January 1 of the new year.~~

**SECTION II. Severability.** 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 III. Conflict.** All ordinance or parts of ordinances in conflict herewith are hereby repealed.

**SECTION IV.** Effective Date. This ordinance shall be effective immediately upon adoption.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_  
and Adoption

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

ATTEST:

\_\_\_\_\_  
Linda F. Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: \_\_\_\_\_

**Backup material for agenda item:**

2. Ordinance No. 2475 – Second Reading – Amending the Apopka Municipal Code, Chapter 82. Glenn A. Irby



# CITY OF APOPKA CITY COUNCIL

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

MEETING OF: February 17, 2016  
 FROM: Public Services  
 EXHIBITS: Ordinance No. 2475

**SUBJECT: ORDINANCE NO. 2475 – AMENDING THE APOPKA MUNICIPAL CODE, CHAPTER 82, “UTILITIES,” ARTICLE II, “WATER AND SEWER SYSTEMS,” DIVISION II, “FEES AND CHARGES,” AND DIVISION III, “RECLAIMED WATER SYSTEM”**

**Request: ACCEPT SECOND READING AND ADOPTION OF ORDINANCE NO. 2475.**

**SUMMARY:**

On April 1, 2015, the City Council authorized Reiss Engineering, Inc. to perform a study of the City’s water, sewer, and reuse rates and fees. A water, sewer, and reuse rates and fees study has not been conducted since 2008.

The results of the study show that the City is not collecting sufficient revenues to pay for the operations and maintenance of the existing utilities infrastructure and the expansion to the infrastructure required for development and growth planned for in the City’s capital improvement plan (CIP).

Council should note that the proposed water, sewer, and reuse rates and fees changes will start on March 1, 2016. The study also proposes an annual incremental increase of 3% to the rates through Fiscal Year 2020.

Staff recommends passage of Ordinance No. 2475 on Second Reading and Adoption.

Per Commissioner Arrowsmith’s request, the following chart has been provided to display how many “cut-offs” are produced weekly:

Type of Service	Number per Week
Scheduled Turn-Ons (Customer requested)	76
Scheduled Turn-Off (Customer requested)	73
Turn-Off for Non-Payment	50
Turn-Off for Broken Payment Agreement	18
Re-Connections	55

**FUNDING SOURCE:**

N/A

**RECOMMENDATION ACTION:**

Accept second reading and adoption of Ordinance No. 2475.

**DISTRIBUTION**

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



**ORDINANCE NO. 2475**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA, FLORIDA, BY AMENDING CHAPTER 82, "UTILITIES," ARTICLE II, "WATER AND SEWER SYSTEMS," DIVISION II, "FEES AND CHARGES," SECTIONS 82-61, "WATER CONNECTION FEES," 82-62, "SEWER TAP FEES," 82-64, "INITIATION OF WATER SERVICE," 82-65, "WATER USE CHARGES AND DEPOSIT," 82-66, "WASTEWATER USE CHARGES AND DEPOSIT," 82-67, "DEFECTIVE WATER METERS," 82-69, "WATER AND RECLAIMED WATER METER READING RE-CHECK," AND DIVISION III, "RECLAIMED WATER SYSTEM," SECTIONS 82-92, "CONNECTION CHARGES," 82-94, "RECLAIMED WATER USE CHARGES, AND 82-98, "AUTHORITY TO PRESCRIBE ADDITIONAL REGULATIONS;" ARTICLE IV, "BILLING AND COLLECTION PROCEDURES," SECTIONS 82-179, "TERMINATION OF SERVICE GENERALLY; LATE PAYMENT CHARGE, ILLEGAL USE OF WATER, TAMPERING, MAINTENANCE OF CUSTOMERS FACILITIES, 82-182, "AFTER-HOURS SERVICE CHARGE;" PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 166 of the Florida Statutes, grants municipalities the proprietary powers to undertake all municipal functions; and

**WHEREAS**, the City owns and operates its Water, Sewer, and Reclaimed Water System; and

**WHEREAS**, the City of Apopka desires to amend rates and deposits for the consumptive use of water, sewer, and reclaimed water; and

**WHEREAS**, the City of Apopka desires to amend rates for water meters; water, sewer, and reclaimed water tap fees; and miscellaneous fees associated with operating the water, sewer and reclaimed water systems to reflect the actual costs incurred by the City.

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

**SECTION I:** Chapter 82, “Utilities,” Article II, “Water and Sewer Systems,” Division II, “Fees and Charges,” Sections 82-61, “Water Connection Fees,” 82-62, “Sewer Tap Fees,” 82-64, “Initiation of Water Service,” 82-65, “Water Use Charges and Deposit,” 82-66, “Wastewater Use Charges,” 82-67, “Defective Water Meters,” 82-69, “Water and Reclaimed Water Meter Reading Re-Check,” Division III, “Reclaimed Water System,” Sections 82-92, “Connection Charges,” 82-94, “Reclaimed Water Use Charges,” and 82-98, “Authority to Prescribe Additional Regulations,” and Article IV, “Billing and Collection Procedures,” Sections 82-179, “Termination of Service Generally; Late Payment Charge, Illegal Use of Water, Tampering, Maintenance of Customers Facilities,” and 82-182, “After-Hours Service Charge;” shall read as follows:

DIVISION 2. - FEES AND CHARGES<sup>[3]</sup>

Sec. 82-61. - Water connection fees.

(a) Meter set fee. The water meter set fee shall be as follows:

Size of Meter (inches)	Dual Service	Single Service
¾	<del>\$186.00</del> <u>\$274.00</u>	<del>\$238.00</del> <u>\$350.00</u>
1	--	<del>280.00</del> <u>\$412.00</u>
1½	--	<del>429.00</del> <u>\$631.00</u>
2	--	<del>515.00</del> <u>\$757.00</u>
<u>Meter Size Over 2"</u>		<u>Actual Cost plus 10%</u>

(b) Tap fee. A water tap fee shall be charged at the time of approval by the city of a service connection. Such fee will include labor cost and the cost of connection piping from the main to the meter not to exceed 50 feet in length, and shall be charged as follows:

Size of Tap (inches)	Short Service	Long Service
¾	<del>\$245.00</del> <u>\$275.00</u>	<del>\$745.00</del> <u>\$836.00</u>
1	<del>245.00</del> <u>\$275.00</u>	<del>745.00</del> <u>\$836.00</u>
1½	<del>318.00</del> <u>\$357.00</u>	<del>818.00</del> <u>\$918.00</u>
2	<del>318.00</del> <u>\$357.00</u>	<del>818.00</del> <u>\$918.00</u>
<u>Service Size Over 2"</u>		<u>Actual Cost plus 10%</u>

Short service is defined as service located on the same side of a road or driveway of an existing water line where the connection is to be made. Long service is defined as service located on the opposite side of a road or driveway of an existing water line where the connection is to be

made. ~~There will be an additional charge of \$10.00 for every linear foot for service over 50 linear feet.~~

An additional charge will be added equal to the county right-of-way permit fee whenever it is required.

(c) Meters and taps over two inches in size. For a meter or tap over two inches in size, the work will be performed by the contractor; however, in circumstances where the city elects to perform the work, the fee charged shall be the actual cost plus ten percent (10%).

(d) Wireless service meters shall be installed in all development.

Sec. 82-62. - Sewer tap fees.

A sewer tap fee shall be charged at the time of approval by the city of a service connection. The costs of extending or installing six inch sewer lateral shall be ~~\$700.00~~ \$745.00 up to 25 feet and including clean out. For additional footage beyond 25 feet, the charge shall be \$12.00 per linear foot. The costs of any applicable county or state permits will also be an additional charge. Any sewer lateral within the public right-of-way or easement will remain the property of the city.

**State Law reference**— Limitations on rates, fees, etc., charged consumers outside city limits, F.S. § 180.191.

Sec. 82-64. - Initiation of water service.

A service charge of ~~\$10.00~~ \$35.00 shall be imposed for each initiation of water service.

Sec. 82-65. - Water use charges and deposit.

(a) Service charges. The following shall be the schedule of monthly rates and charges for water service provided by the city:

(1) Residential service. The charges for residential service shall be based upon the monthly amount of water used per dwelling unit as follows:

a. A ~~minimum~~ monthly charge service fee of ~~\$5.36~~ \$7.36 per dwelling unit, plus:

i. A charge of ~~\$1.00~~ \$1.37 per thousand gallons for the first 6,000 gallons used per dwelling unit per month.

ii. A charge of ~~\$1.22~~ \$1.67 per thousand gallons for each thousand gallons of water used greater than 6,000 gallons per dwelling unit per month, up to and including 15,000 gallons.

iii. A charge of ~~\$1.82~~ \$2.49 per thousand gallons for each thousand gallons of water used greater than 15,000 gallons per dwelling unit per month, up to and including 30,000 gallons.

iv. A charge of ~~\$3.66~~ \$5.03 per thousand gallons for any water used over and above 30,000 gallons per dwelling unit per month.

(2) Commercial water service. The monthly charge for commercial service shall be determined per each separate commercial or business unit, for office buildings (per commercial or business unit), service stations, department stores, service businesses, churches, clubs, hospitals, professional office units, etc. A separate business would usually, but not always, be identified as any operation requiring an occupational license from the city, where applicable. Irrigation of common areas in both residential and nonresidential developments shall fall within the commercial rate structure. The usage

shall be as measured by the water consumption at the water meter, and the monthly charges shall be as follows:

- a. A ~~minimum~~ monthly charge service fee of ~~\$6.44~~ \$8.81 per unit, plus:
  - i. A charge of ~~\$1.18~~ \$1.63 per thousand gallons for the first 6,000 gallons used per unit per month.
  - ii. A charge of ~~\$1.48~~ \$2.03 per thousand gallons for each thousand gallons of water used greater than 6,000 gallons per unit per month, up to and including 15,000 gallons.
  - iii. A charge of ~~\$2.18~~ \$3.00 per thousand gallons for each thousand gallons of water used over and above 15,000 gallons per unit month.
- (3) City recreation and parks service. City-maintained grounds, rights-of-way, parks, and recreational facilities shall be charged for service at ~~\$0.88~~ \$1.12 per thousand gallons.
- (4) Wholesale service. Rates for wholesale users shall be negotiated on a case-by-case basis with final approval of the rate by the city council.
- (b) Rate adjustments. All water charges and consumptive use charges established in subsections (a)(1), (2), and (3) ~~may~~ shall be adjusted on October 1 of each year through the adoption of the city's annual budget through Fiscal Year 2020, in accordance with either the Florida Public Service Commission Price Index, or Appendix "A" of the ~~2008~~ 2015 Water, Wastewater, and Reclaimed Water Rate Study, incorporated herein by reference. The city council shall have the discretion to determine which rate escalator is the most appropriate in each respective budgeting cycle. Additionally, the city council shall have the authority to make rate adjustments at a lesser level than those that would be dictated by either the Florida Public Service Commission Price Index or Appendix "A" of the ~~2008~~ 2015 Water, Wastewater, and Reclaimed Water Rate Study. The new rates will be rounded up to the next whole penny.
- (c) Proration of charges. There shall be no proration of fees.
- (d) Deposit. For each residential customer requesting water service, a utility deposit of ~~\$20.00~~ \$50.00 per dwelling unit shall be paid by each customer, unless otherwise provided in this chapter. For each commercial customer requesting water service, a utility deposit of ~~\$40.00~~ \$100.00 per unit shall be paid by each customer, unless otherwise provided in this chapter. A utility deposit of \$2,000.00 per meter for a temporary construction site hydrant meter shall be paid by each customer, unless otherwise provided in this chapter.
- (e) Deposit for newly annexed property. The city will waive the deposit requirement for any county customer who connects to the city water system within 12 months of annexing into the city, provided the customer maintains a good payment history.

**State Law reference—** Limitations on rates, fees, etc., charged consumer outside city limits, F.S. § 180.191.

Sec. 82-66. - Wastewater use charges and deposit.

- (a) Service charges. The following shall be the schedule of monthly rates and charges for wastewater treatment provided by the city:
  - (1) Residential service. The charges for residential service shall be based upon the monthly amount of water used per dwelling unit as follows:
    - a. A ~~minimum~~ monthly charge service fee of ~~\$12.02~~ \$13.93 per dwelling unit, plus:

- i. A charge of ~~\$2.00~~ \$2.32 for each 1,000 gallons of water used per dwelling unit per month, up to and including 12,000 gallons, excluding separately metered irrigation usage.
  - b. The maximum ~~charge~~ service fee for residential service shall be ~~\$36.02~~ \$41.77 per dwelling unit per month.
- (2) Commercial wastewater service. The monthly charge for city commercial service shall be determined per each separate commercial or business unit, for office buildings (per commercial or business unit), service stations, department stores, service businesses, churches, clubs, hospitals, professional office units, etc. A separate business would usually, but not always, be identified as any operation requiring an occupational license from the city, where applicable. The usage shall be as measured by the water consumption at the water meter, and the monthly charges shall be as follows:
  - a. A ~~minimum~~ monthly charge service fee of ~~\$14.43~~ \$16.73 per unit, plus:
    - i. A charge of ~~\$2.39~~ \$2.77 for each 1,000 gallons of potable water used per unit per month, excluding separately metered irrigation usage.
- (3) Wholesale service. Rates for wholesale users shall be negotiated on a case-by-case basis with final approval of the rate by the city council.
- (b) Rate adjustments. All wastewater charges and consumptive use charges established in subsections (a) (1) and (2) may be adjusted on October 1 of each year through the adoption of the city's annual budget through Fiscal Year 2020, in accordance with either the Florida Public Service Commission Price Index, or Appendix "A" of the ~~2008~~ 2015 Water, Wastewater, and Reclaimed Water Rate Study, incorporated herein by reference. The city council shall have the discretion to determine which rate escalator is the most appropriate in each respective budgeting cycle. Additionally, the city council shall have the authority to make rate adjustments at a lesser level than those that would be dictated by either the Florida Public Service Commission Price Index or Appendix "A" of the ~~2008~~ 2015 Water, Wastewater, and Reclaimed Water Rate Study. The new rates will be rounded up to the next whole penny.
- (c) Proration of charges. There shall be no proration of fees.
- (d) Deposit. For each residential customer requesting wastewater service, a utility deposit of ~~\$50.00~~ \$90.00 per unit shall be paid by each customer, unless otherwise provided in this chapter. For each commercial customer requesting wastewater service, a utility deposit of \$180.00 per unit shall be paid by each customer, unless otherwise provided in this chapter.
- (e) Deposit for newly annexed property. The city will waive the deposit requirement for any county customer who connects to the city water system within 12 months of annexing into the city, provided the customer maintains a good payment history.

**State Law reference**— Limitations on rates, fees, etc., charged consumers outside city limits, F.S. § 180.191.

Sec. 82-67. - Defective water meters.

- (a) In the event of defective water meters, the city has the authority to average the past monthly water consumption to arrive at a fair consumption level for billing purposes. If the meter is defective due to tampering by the customer, such customer shall be liable for all reasonable expenses incurred by the city to repair any damage that results from the tampering.

(b) Upon a written request by a customer, the utility billing division will remove the meter and forward it to a certified meter laboratory to be tested for over-registering.

If the laboratory verifies the water meter is over-registering, the customer's water bill will be adjusted to an amount equal to an average monthly bill.

If the laboratory finds the water meter is not over-registering, the customer shall pay the water bill in full, along with a service fee equal to the cost of having the meter tested plus ten-percent.

Sec. 82-69. - Water and reclaimed water meter reading re-check.

Potable and reclaimed water customers may request a re-check of their last meter reading. There is no charge for re-checks conducted through the automated system. Each customer shall be granted one manual re-check free of charge each calendar year. Each manual re-check in excess of one per calendar year shall incur a fee of ~~\$30.00~~ \$35.00. This fee will be included on the customer's next potable/reclaimed water bill. If the re-check indicates that the city meter registered incorrectly, the re-check fee will not be assessed, and the customer's bill will be corrected.

Secs. 82-70—82-90. - Reserved.

DIVISION 3. - RECLAIMED WATER SYSTEM<sup>(4)</sup>

Footnotes:

--- (4) ---

**Cross reference**— Streets, sidewalks and other public places, ch. 70; public service tax on utilities, § 74-61 et seq.; stormwater management utility, § 82-136 et seq.; development design and improvement standards for reclaimed water systems, land development code, pt. III, § 6.04.06; development design and improvement standards for stormwater management systems, land development code, pt. III, § 6.05.00.

**State Law reference**— Grey water use, F.S. § 403.064.

Sec. 82-92. - Connection charges.

The connection charge for reclaimed water service will consist of the tap fee and the fee for installing a backflow prevention device on each potable water service. A meter set fee shall be required for metered connections.

- (1) Tap fee. The reclaimed water tap fee does not include the cost of the meter and shall be as follows:

Reclaimed Water Service Size (inches)	Short Service	Long Service
¾	<del>\$245.00</del> <u>\$275.00</u>	<del>\$745.00</del> <u>\$836.00</u>
1	<del>\$245.00</del> <u>\$275.00</u>	<del>\$745.00</del> <u>\$836.00</u>
1½	<del>\$318.00</del> <u>\$357.00</u>	<del>\$818.00</del> <u>\$918.00</u>
2	<del>\$318.00</del> <u>357.00</u>	<del>\$818.00</del> <u>\$918.00</u>
<u>Service Size Over 2"</u>		<u>Actual Cost plus 10%</u>

Short service is defined as service located on the same side of a road or driveway of an existing reclaimed water line where the connections is to be made. Long service is defined as service located on the opposite side of a road or driveway of an existing reclaimed water line where the connection is to be made. There will be an additional charge of \$10.00 for every linear foot for service over 50 linear feet.

An additional charge will be added equal to the county right-of-way permit fee whenever it is required.

- (2) Backflow prevention fee\*. The backflow prevention fee shall be as follows:



Water Service Size (inches)	Backflow Prevention Fee	
	In-City	Out of City
¾	<del>\$110.00</del> <u>\$220.00</u>	\$165.00
1	<del>\$130.00</del> <u>\$260.00</u>	\$195.00
1½	<del>\$200.00</del> <u>\$400.00</u>	\$300.00
2	<del>\$230.00</del> <u>\$460.00</u>	\$345.00
<u>Meter Size Over 2"</u>		<u>Actual Cost plus 10%</u>

[\*] Fee applies to dual service accounts with a potable water meter.

(3) Meter set fee. The meter set fee shall be as follows:

Size of Meter (inches)	Dual Service	Single Service
¾	<del>\$186.00</del> <u>\$274.00</u>	<del>\$238.00</del> <u>\$350.00</u>
1	—	<del>\$280.00</del> <u>\$412.00</u>
1½	—	<del>\$606.00</del> <u>\$891.00</u>
2	—	<del>\$947.00</del> <u>\$1,393.00</u>
<u>Meter Size Over 2"</u>		<u>Actual Cost Plus 10%</u>

All reclaimed water connections larger than two inches or involving potable water service larger than two inches will be performed by the contractor; however, in circumstances where the city elects to perform the work, the fee charged shall be the actual cost. The connection charge shall be waived for development activities that will furnish and install taps and backflow prevention devices in accordance with this chapter.

Wireless service meters shall be installed for all development.

Sec. 82-94. - Reclaimed water use charges.

- (a) Service charges. The following shall be the schedule of monthly rates and charges for reclaimed water provided by the city:
- (1) Residential service. The charges for residential service shall be based upon the monthly amount of reclaimed water consumed per dwelling unit as follows:
    - a. A ~~minimum~~ monthly charge service fee of ~~\$5.37~~ \$7.37, which will include 6,000 gallons of reclaimed water per dwelling unit, plus:
      - i. A charge of ~~\$0.92~~ \$1.27 for each 1,000 gallons over 6,000 gallons per dwelling unit per month, up to and including 15,000 gallons of reclaimed water.
      - ii. A charge of ~~\$1.38~~ \$1.90 for each 1,000 gallons over 15,000 gallons per dwelling unit per month of reclaimed water.
      - iii. A charge of ~~\$2.76~~ \$3.79 for each 1,000 gallons over 30,000 gallons per dwelling unit per month of reclaimed water.
  - (2) Commercial reclaimed water service. The monthly charge for commercial service shall be determined per each separate commercial or business unit, for office buildings (per commercial or business unit), service stations, department stores, service businesses, churches, clubs, hospitals, professional office units, etc. A separate business would usually, but not always, be identified as any operation requiring an occupational license from the city, where applicable. Irrigation of common areas in both residential and nonresidential developments shall fall within the commercial rate structure. The usage shall be as measured by the reclaimed water consumption at the meter, and the monthly charges shall be as follows:
    - a. A ~~minimum~~ monthly charge service fee of ~~\$6.44~~ \$8.85, which will include 6,000 gallons of reclaimed water per unit, plus:
      - i. A charge of ~~\$1.14~~ \$1.51 for each 1,000 gallons over 6,000 gallons per unit per month, up to and including 15,000 gallons of reclaimed water.
      - ii. A charge of ~~\$1.64~~ \$2.26 for each 1,000 gallons over 15,000 gallons per unit per month of reclaimed water.
  - (3) Consumptive use rate for contract and bulk users will be ~~\$0.46~~ \$0.61 per 1,000 gallons with on-site storage and ~~\$0.70~~ \$0.93 per 1,000 gallons without on-site storage. Required storage shall accommodate a minimum 14-day demand. At no time should a bulk user be charged less than \$500.00 per month.
  - (4) Contracts for bulk users who use less than 100,000 gallons per day may be negotiated with the approval of council.
  - (5) Wholesale service. Rates for wholesale users shall be negotiated on a case-by-case basis with final approval of the rate by the city council.
- (b) Waiver of fees. The mayor or his designee may adjust or waive reclaimed charges to bulk users willing to take reclaimed for storage at the request of the city.
- (c) Rate adjustments. All reclaimed minimum monthly charges and consumptive use charges established in subsections (a)(1), (2) and (3) may be adjusted on October 1 of each year through the adoption of the city's annual budget through Fiscal Year 2020, in accordance with either the Florida Public Service Commission Price Index, or Appendix "A" of the 2008 2015 Water, Wastewater, and Reclaimed Water Rate Study, incorporated herein by reference. The city council shall have the discretion to determine which rate escalator is the

most appropriate in each respective budgeting cycle. Additionally, the city council shall have the authority to make rate adjustments at a lesser level than those that would be dictated by either the Florida Public Service Commission Price Index or Appendix "A" of the ~~2008~~ 2015 Water, Wastewater, and Reclaimed Water Rate Study. The new rates will be rounded up to the next whole penny.

- (d) Proration of charges. There shall be no proration of fees.
- (e) Deposit. For each residential customer requesting reclaimed water service, a utility deposit of ~~\$20.00~~ \$50.00 per dwelling unit shall be paid by each customer, unless otherwise provided in this ~~chapter~~ chapter. For each commercial customer requesting reclaimed water service, a utility deposit of ~~\$40.00~~ \$100.00 per unit shall be paid by each customer, unless otherwise provided in this chapter.
- (f) Deposit for newly annexed property. The city will waive the deposit requirement for any county customer who connects to the city water system within 12 months of annexing into the city, provided the customer maintains a good payment history.

Sec. 82-98. - Authority to prescribe additional regulations.

- (a) The ~~utilities~~ Public Services Director shall have the power to promulgate procedures and regulations for reclaimed water service with respect to the following matters, and such procedures and regulations shall become effective upon a resolution approving such procedures and regulations being adopted by the city council:
  - (1) Application procedures and requirements.
  - (2) Installation requirements, including specifications for acceptable materials and devices to help prevent backflow or cross connections between the reclaimed water system and any other utility system.
  - (3) Procedures for enforcement of the ordinances and regulations pertaining to reclaimed water, including procedures for inspection of the customer's system.
  - (4) Procedures for the orderly expansion of the reclaimed water system.
  - (5) Procedures for plugging wells located on the property which will be receiving reclaimed water.
  - (6) Procedures for use of hose connections to the reclaimed water system.
  - (7) Other matters relating to the construction, operation and use of the reclaimed water system.
- (b) The ~~utilities~~ Public Services Director may, when necessary for the efficient operation of the reclaimed water system or for the health or safety of the general public or the customer, establish regulations regarding the following matters, and such regulations shall become effective at the time of promulgation without the need for city council approval:
  - (1) The times of day or night during which the reclaimed water may be used by customers.
  - (2) The maximum rate of use of the reclaimed water.

## ARTICLE IV. - BILLING AND COLLECTION PROCEDURES

Sec. 82-179. - Termination of service generally; late payment charge; illegal use of water; tampering; maintenance of customers facilities.

(a) Authority to terminate service. If a utility bill remains unpaid for ten days after service of the past due notice and an appeal has not been filed pursuant to section 82-178, the city may terminate all utility service to such premises.

(b) Reconnection fee. Utility service which has been terminated pursuant to the provisions of this section shall not be reconnected until all past due utility bills and penalties have been paid, together with a reconnection charge of ~~\$30.00~~ \$70.00. For potable and reclaimed water service that has been discontinued due to nonpayment, if payment, along with the reconnection fee, is made before 3:00 p.m., Monday through Friday, excluding weekends and city holidays, service will be restored the same day. If the required payments are received after 3:00 p.m., service will be restored the next business day. If the required payments are received or an arrangement for payment has been made, after 3:00 p.m., but no later than 8:00 p.m., and the customer may request the service be restored the same day, however, an additional service charge fee of \$50.00 will be assessed. If any owner or tenant reconnects or turns on the water service after it has become discontinued because of a delinquent bill, the meter will be locked or removed and an additional reconnection fee of ~~\$30.00~~ \$70.00 will be required over and above the above-referenced fees upon receipt of payment of the delinquent bill.

(c) Late payment charge. If the bill is unpaid by the delinquent/due date, a ten percent late charge based upon the amount of the bill that is delinquent shall be added to the amount owed the city on the following month's billing.

(d) Locking or removal of water meter; illegal use of water. The city reserves the right to lock or remove the water meter at first cutoff for any customer who has a past record of reconnecting or tampering with a meter illegally.

(e) Tampering. No person, unless expressly authorized by the public services director or his designee, shall tamper with, work on, or in any way alter or damage any city potable or reclaimed water facility, including meters. No unauthorized person shall open or close valves, cut into, or make any connection to the system. The offending person(s) shall be liable for the actual cost plus ten-percent of all charges attributable to the correction of such tampering, as outlined in F.S. § 180.13, including legal expenses'. The offender may also be subject to code enforcement proceedings consistent with this Code and with F.S. ch. 162. Payment for, or the correcting of, damages shall in no way relieve the offending person from civil or criminal penalties a court or other judicial or quasi-judicial body may impose for damage to public property or violation of a city ordinance.

(f) Maintenance. It is the responsibility of all potable and reclaimed water customers to properly protect and maintain access to the meter box(s) that service their property or residence. Property owner(s) must maintain a clear area of three feet around the potable water and/or reclaimed water meter box(s) located on their property. The meter box may not be buried.

or obstructed from view, and must remain clearly visible and readily accessible at all times to allow access by city employees for reading, maintenance, emergency disconnection from service, and disconnection from service for nonpayment. Property owners shall be assessed, on their associated utility bills for any costs incurred by the city for actions necessary to gain access to an obstructed meter(s), and the city shall not be financially liable for any damages that actions that an inaccessibility necessary to access an obstructed meter.

(g) A service fee of \$35.00 will be charged for customer requested connections and disconnections of service.

(h) A service fee of \$35.00 will be charged for miscellaneous customer requested site visits not previously described in this ordinance.

(Code 1983, § 23-131; Ord. No. 1453, § I, 6-19-02; Ord. No. 1909, § IV, 4-18-07; [Ord. No. 2092, § II, 1-7-09](#))

Sec. 82-182. - After-hours service charge.

Any utility customer may request service after regularly scheduled working hours, Monday through Friday, except city holidays, between the hours of 3:00 p.m. and 8:00 p.m., and between the hours of 8:00 a.m. to 8:00 p.m. weekends and city holidays. Any utility customer requesting such service must sign an after-hours service request form. A service charge fee of \$50.00 will be assessed, unless waived by the finance director, and such fee ~~must be paid by noon of the next working day at the utility billing office~~ will be billed to the customer.

(Code 1983, § 23-134; Ord. No. 981, § 1, 12-4-96; Ord. No. 1909, § IV, 4-18-07; [Ord. No. 2092, § II, 1-7-09](#))

**SECTION II. Severability.** 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 III. Conflict.** All ordinance or parts of ordinances in conflict herewith are hereby repealed.

**SECTION IV.** Effective Date. This ordinance shall be effective immediately upon adoption.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_  
and Adoption

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

ATTEST:

\_\_\_\_\_  
Linda F. Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: \_\_\_\_\_

**Backup material for agenda item:**

3. Ordinance No. 2488 – Second Reading – Annexation

David Moon



CITY OF APOPKA
CITY COUNCIL

Table with 2 columns: Item and Description. Items include CONSENT AGENDA, PUBLIC HEARING, SPECIAL REPORTS, OTHER: Annexation, MEETING OF: February 17, 2016, FROM: Community Development, EXHIBITS: Exhibit "A" Summary of Cycle 1 Ordinance No. 2488 Vicinity Map.

SUBJECT: 2016 ANNEXATION - CYCLE NO. 1

Request: SECOND READING & ADOPTION OF ORDINANCE NUMBER: 2488 - APOPKA HOLDING, LLC.

SUMMARY:

OWNERS: APOPKA HOLDING, LLC
LOCATIONS: 1120 Clarcona Road and 1124 South Park Avenue
LAND USE: Refer to Exhibit "A"
EXISTING USE: Refer to Exhibit "A"
TRACT SIZE: 0.52 +/- acre

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

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 15 days prior to the first reading of any annexation ordinance. The City provided notification to the County on January 15, 2016.

DULY ADVERTISED:
January 22, 2016 - 1/4 Page Public Hearing Advertisement
January 29, 2016 - 1/4 Page Public Hearing Advertisement
February 5, 2016 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:
February 3, 2016 (1:30 pm) - City Council 1st Reading
February 17, 2016 (7:00 pm) - City Council 2nd Reading and Adoption

RECOMMENDED ACTION:

The Development Review Committee recommends approval of the 2016 Annexation Cycle #1.
The City Council, at its meeting on February 3, 2016, accepted the First Reading of Ordinance No. 2488 and held it over for Second Reading and Adoption on February 17, 2016.
Adopt Ordinance No. 2488.

DISTRIBUTION

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



**EXHIBIT "A"**  
**CITY OF APOPKA**  
**2016 ANNEXATION CYCLE # 1**

**TOTAL ACRES: 0.52 +/-**  
**ANNEXATION ORDINANCE NO.: 2488**

**Adopted this 17th day of February, 2016**

<b>ORD. NO.</b>	<b>ITEM NO.</b>	<b>OWNER'S NAME</b>	<b>LOCATION</b>	<b>PARCEL NUMBER</b>	<b>ACRES +/-</b>	<b>EXISTING USE</b>	<b>FUTURE LAND USE (COUNTY)</b>
2488	1	APOPKA HOLDING, LLC	1120 Clarcona Road 1124 S. Park Avenue	09-21-28-0197-10-213 09-21-28-0197-10-211	0.14 <u>0.38</u> 0.52	SFR (1) Rooming House	Low Density Residential Max. 4du/ac

g:\Shared\4020\PLANNING\_ZONING\Annexations\2016 Cycle 1 Spreadsheet.wpd

ORDINANCE NO. 2488

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 APOPKA HOLDING, LLC LOCATED AT 1120 CLARCONA ROAD AND 1124 SOUTH PARK AVENUE; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Apopka Holding, LLC, owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 1120 Clarcona Road and 1124 South Park Avenue; 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 0.52 +/- acres, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Descriptions:

TOWN OF APOPKA A/109 PART OF LOT 21 BLK J DESC AS BEG SE COR OF LOT 21 BLK J RUN WLY ALONG S LINE OF LOT 21 85.73 FT N 70 FT E 85.73 FT S 70 FT TO POB Containing 0.14+/- acre and;

TOWN OF APOPKA A/109 LOT 21 (LESS N 116 FT & LESS BEG SE COR OF LOT 21 RUN W 85.73 FT N 70 FT E 85.73 FT S 70 FT TO POB) & N1/4 LOT 27 ALL IN BLK J SEE 4322/730 Containing 0.38+/- acre

Combined Acreage: 0.52 +/-

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

**ORDINANCE NO. : 2488**

**PAGE 2**

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

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

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

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

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

READ FIRST TIME: February 3, 2016

READ SECOND TIME  
AND ADOPTED: February 17, 2016

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

ATTEST:

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

DULY ADVERTISED FOR PUBLIC HEARING:  
January 22, 2016; January 29, 2016 & February 5, 2016

**ANNEXATION**  
**APOPKA HOLDING, LLC**  
**1120 CLARCONA ROAD**  
**1124 SOUTH PARK AVENUE**



Exhibit "A"  
Ord. # 2488  
Parcel ID: 09-21-28-0197-10-211  
09-21-28-0197-10-213

Total Acres: 0.52 +/-

**VICINITY MAP**



**Backup material for agenda item:**

4. Ordinance No. 2473 – First Reading – Corrective Ordinance

David Moon



**CITY OF APOPKA  
CITY COUNCIL**

       CONSENT AGENDA  
  X   PUBLIC HEARING  
       SPECIAL REPORTS  
  X   OTHER: Ordinance Amendment

MEETING OF: February 17, 2016  
FROM: Community Development  
EXHIBITS: Ordinance No. 2439  
          Ordinance No. 2473  
          Vicinity Map

**SUBJECT:                  ORDINANCE AMENDMENT TO ORDINANCE NO. 2439**

**Request:                  FIRST READING OF ORDINANCE NO. 2473 TO AMEND ORDINANCE NO. 2439 TO CORRECT SCRIVENER ERRORS IN THE ORDINANCE HEADING AND LEGAL DESCRIPTION AS STATED IN THE ORDINANCE; AND HOLD OVER FOR SECOND READING & ADOPTION.**

**SUMMARY:**

**OWNER:**                      **TECHNOLOGY PROPERTY, LLC**

**LOCATIONS:**              2860 Clarcona Road - 27-21-28-6024-00-005 - (3.40 +/- Acres)  
                                  2870 Clarcona Road - 27-21-28-6024-00-006 - (2.37 +/- Acres)  
                                  476 Jellystone Avenue - 27-21-28-6024-00-007 - (3.61 +/- Acres)

**TRACT SIZE:**              9.38 +/- acres

**ADDITIONAL COMMENTS:** Ordinance No. 2439 was originally adopted containing scrivener errors made while transcribing the owner’s name and parcel identification number. Ordinance No. 2473 corrects the stated errors within Ordinance No. 2439.

**ORANGE COUNTY NOTIFICATION:** Correcting a scrivener’s error is a legislative action and notice to the County is not required.

**DULY ADVERTISED:**  
February 5, 2016 – Public Notice and Notification  
February 19, 2016 – Ordinance Heading Ad

**PUBLIC HEARING SCHEDULE:**  
February 17, 2016 (7:00 pm) - City Council 1<sup>st</sup> Reading  
March 2, 2016 (1:30 pm) - City Council 2<sup>nd</sup> Reading and Adoption

**RECOMMENDED ACTION:**

Accept the First Reading of Ordinance No. 2473 to amend Ordinance No. 2439 and hold over for Second Reading and Adoption on March 2, 2016.

**DISTRIBUTION**

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

ORDINANCE NO. 2473

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CORRECTING SCRIVENER'S ERRORS IN THE LEGAL DESCRIPTION OF THE PROPERTY OWNED BY TECHNOLOGY PROPERTY, LLC., IN ORDINANCE NO. 2439; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2439 was enacted using a legal description of the property in the ordinance; and

WHEREAS, the title and legal description of the property provided contained scrivener's errors in the parcel identification number; and

WHEREAS, the City wishes to correct the legal description contained in Ordinance No. 2439.

NOTE: Underlined words constitute the additions to the existing text of the city of Apopka Code of Ordinances, strikethroughs constitute deletions to the existing text, and asterisks (\*\*\*) indicate an omission from the existing text which is intended to remain unchanged.

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

**SECTION I:** The "Whereas" clauses above are the findings of the City of Apopka.

**SECTION II:** The title and legal description stated in Section 1 of Ordinance No. 2439 shall be amended to read as follows:

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CORRECTING SCRIVENER'S ERRORS IN THE LEGAL DESCRIPTION OF THE PROPERTY OWNED BY TECHNOLOGY ~~PROPERTIES~~ PROPERTY, LLC., IN ORDINANCE NO. 2439; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Legal Descriptions:

OAK HEIGHTS REPLAT S/8 COMM NW COR OF NE1/4 OF NW1/4 OF SEC 27-21-28 TH RUN S89-49-06E 645.67 FT TH RUN S00-17-40W 475.57 FT TO POB TH CONT S00-17-40W 25 FT TH S89-58-35W 25 FT TH RUN S00-17-40W 13.02 FT TO CURVE CONCAVE NELY RAD 105 FT DELTA 18-11-44 SELY FOR 33.34 FT TO REVERSE CURVE CONCAVE SWLY RAD OF 95 FT DELTA 08-17-04 SELY FOR 13.74 FT TO REVERSE CURVE CONCAVE NELY RAD 25 FT DELTA 13-22-59 SELY FOR 5.84 FT TH S01-29-51W 215.22 FT TH N89-58-35E 416.69 FT TH N69-01-28E 10 FT TH N20-58-32W 18.89 FT TH N69-01-28 E 135 FT TH N20-58-32W 252.08 FT TH S89-58-35W 434.24 FT TO POB (LESS THE W 3 FT LYING WITHIN THE FOLLOWING DESC: COMM

AT NW COR OF NE1/4 OF NW1/4 PF SEC TH S89-49-06E 645.67 FT TO W LINE OF E1/2 OF NE1/4 OF NW1/4 AND W LINE OF OAK HGTS REP S/8 TH S00-17-40W 475.58 FT ALONG SAID LINE TO S LINE OF N120 FT OF S1009.3 FT OF OAK HGTS REP TH N89-58-35E 434.24 FT TO WLY R/W LINE OF SR 435 (CLARCONA RD) TH S20-58-33E 729.76 FT TO NE COR OF TR T-10 YOGI BEAR'S JELLYSTONE PARK CAMP RESORT (APOPKA) TH N88-30-09W 722.91 FT ALONG SAID TR T-10 AND N LINE OF TR C TO POB TH N88-30-09W 3 FT TO NW COR OF TR C TH N01-29-51E 572.67 FT TH S88-30-09E 3 FT TH S01-29-51W 572.67 FT TO POB PER 10831/5459) PARCEL I.D.: ~~27-20-28-0000-00-005~~ 27-21-28-6024-00-005 CONTAINING: 3.40 +/- ACRES AND;

OAK HEIGHTS REPLAT S/8 COMM NW COR OF NE1/4 OF NW1/4 OF SEC 27-21-28 TH RUN S89-49-06E 645.67 FT TH RUN S00-17-40W 500.57 FT TH RUN S89-58-35W 25 FT TH S00-17-40W 13.02 FT TO CURVE CONCAVE NELY RAD 105 FT DELTA 18-11-44 SELY FOR 33.34 FT TO REVERSE CURVE CONCAVE SWLY RAD 95 FT DELTA 08-17-04 SELY FOR 13.74 FT TO REVERSE CURVE CONCAVE NELY RAD 25 FT DELTA 13-22-59 SELY FOR 5.84 FT TH S01-29-51W 215.22 FT TO POB TH CONT S01-29-51W 167.76 FT TH N89-58-35E 492.56 FT TH N30-44-24E 8.03 FT TH N69-01-28E 131.97 FT TH N20-58-32W 196.07 FT TH S69-01-28W 135 FT TH S20-58-32E 18.89 FT TH S69-01-28W 10 FT TH S89-58-35W 416.69 FT TO POB (LESS THE W 3 FT LYING WITHIN THE FOLLOWING DESC: COMM AT NW COR OF NE1/4 OF NW1/4 PF SEC TH S89-49-06E 645.67 FT TO W LINE OF E1/2 OF NE1/4 OF NW1/4 AND W LINE OF OAK HGTS REP S/8 TH S00-17-40W 475.58 FT ALONG SAID LINE TO S LINE OF N120 FT OF S1009.3 FT OF OAK HGTS REP TH N89-58-35E 434.24 FT TO WLY R/W LINE OF SR 435 (CLARCONA RD) TH S20-58-33E 729.76 FT TO NE COR OF TR T-10 YOGI BEAR'S JELLYSTONE PARK CAMP RESORT (APOPKA) TH N88-30-09W 722.91 FT ALONG SAID TR T-10 AND N LINE OF TR C TO POB TH N88-30-09W 3 FT TO NW COR OF TR C TH N01-29-51E 572.67 FT TH S88-30-09E 3 FT TH S01-29-51W 572.67 FT TO POB PER 10831/5459) PARCEL I.D.: ~~27-20-28-0000-00-006~~ 27-21-28-6024-00-006 CONTAINING: 2.37 +/- ACRES AND;

OAK HEIGHTS REPLAT S/8 COMM NW COR OF NE1/4 OF NW1/4 OF SEC 27-21-28 TH RUN S89-49-06E 645.67 FT TH S00-17-40W 500.57 FT TH S89-58-35W 25 FT TH S00-17-40W 13.02 FT TO CURVE CONCAVE NELY RAD 105 FT DELTA 18-11-44 SELY FOR 33.34 FT TO REVERSE CURVE CONCAVE SWLY RAD 95FT DELTA 08-17-04 SELY FOR 13.74 FT TO REVERSE CURVE CONCAVE NELY RAD 25 FT DELTA 13-22-59 SELY FOR 5.84 FT TH S01-29-51W 382.89 FT TO POB TH CONT S01-29-51W 189.70 FT TH RUN S88-30-09E 318.32 FT TO CURVE CONCAVE SELY RAD 100 FT CHORD N81-23-00E NELY FOR 35.31 FT TH S01-29-51E 16.17 FT M/L TH S88-30-09E 373 FT TH N20-58-32W 281.60 FT TH S69-01-28W 131.97 FT TH S30-44-24W 8.03 FT TH S89-58-35W 492.56 FT TO POB & COMM AT SE CORNER OF OAK HGTS REP S/8 TH RUN N89-59-04E 129.21 FT TO W R/W OF APOPKA VINELAND ROAD TH N20-58-32W 107.53 FT TO POB SAID PT BEING SE CORNER OF TR T-10 OF YOGI BEARS JELLYSTONE PARK CAMP-RESORT 3347/2482; CONT N20-58-32W 115 FT TO POB TH S58-19-30W 50.88 FT TH S46-42-32W 45 FT TH N88-17-28W 120 FT TH N80-52-21W 115 FT TH N88-30-09W 64.49 FT TH N01-30-04E 43.83 FT TH S88-30-20E 373 FT TO POB PER 10831/5459 (LESS THE W 3 FT LYING WITHIN THE FOLLOWING



DESC: COMM AT NW COR OF NE1/4 OF NW1/4 PF SEC TH S89-49-06E 645.67 FT TO W LINE OF E1/2 OF NE1/4 OF NW1/4 AND W LINE OF OAK HGTS REP S/8 TH S00-17-40W 475.58 FT ALONG SAID LINE TO S LINE OF N120 FT OF S1009.3 FT OF OAK HGTS REP TH N89-58-35E 434.24 FT TO WLY R/W LINE OF SR 435 (CLARCONA RD) TH S20-58-33E 729.76 FT TO NE COR OF TR T-10 YOGI BEAR'S JELLYSTONE PARK CAMP RESORT (APOPKA) TH N88-30-09W 722.91 FT ALONG SAID TR T-10 AND N LINE OF TR C TO POB TH N88-30-09W 3 FT TO NW COR OF TR C TH N01-29-51E 572.67 FT TH S88-30-09E 3 FT TH S01-29-51W 572.67 FT TO POB PER 10831/5459) 27-21-28-6024-00-007 CONTAINING: 3.61 +/- ACRES

TOTAL COMBINED ACRES: 9.38 ACRES +/-

**SECTION III:** This Ordinance is deemed to be severable. If any section or portion of a section 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 part of this Ordinance.

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

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

**SECTION VI:** 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: January 20, 2016

READ SECOND TIME  
AND ADOPTED: February 3, 2016

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

ATTEST:

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

DULY ADVERTISED FOR HEARING: February 5, 2016 & February 19, 2016



ANNEXATION  
TECHNOLOGY PROPERTY, LLC  
CLARCONA ROAD

Parcel IDs: 27-21-28-6024-00-005  
27-21-28-6024-00-006  
27-21-28-6024-00-007

Total Acres: 9.38 +/-

**VICINITY MAP**



ORDINANCE NO. 2439

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 TECHNOLOGY PROPOERTIES, LLC, LOCATED AT SOUTH OF KEENE ROAD AND WEST OF CLARCONA ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Technology Properties, LLC, owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the property located at south of Keene Road and west of Clarcona 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 9.38 +/- acres, and graphically depicted by the attached Exhibit "A", is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Chapter 171.044, Florida Statutes, and other applicable laws:

Legal Descriptions:

OAK HEIGHTS REPLAT S/8 COMM NW COR OF NE1/4 OF NW1/4 OF SEC 27-21-28 TH RUN S89-49-06E 645.67 FT TH RUN S00-17-40W 475.57 FT TO POB TH CONT S00-17-40W 25 FT TH S89-58-35W 25 FT TH RUN S00-17-40W 13.02 FT TO CURVE CONCAVE NELY RAD 105 FT DELTA 18-11-44 SELY FOR 33.34 FT TO REVERSE CURVE CONCAVE SWLY RAD OF 95 FT DELTA 08-17-04 SELY FOR 13.74 FT TO REVERSE CURVE CONCAVE NELY RAD 25 FT DELTA 13-22-59 SELY FOR 5.84 FT TH S01-29-51W 215.22 FT TH N89-58-35E 416.69 FT TH N69-01-28E 10 FT TH N20-58-32W 18.89 FT TH N69-01-28 E 135 FT TH N20-58-32W 252.08 FT TH S89-58-35W 434.24 FT TO POB (LESS THE W 3 FT LYING WITHIN THE FOLLOWING DESC: COMM AT NW COR OF NE1/4 OF NW1/4 PF SEC TH S89-49-06E 645.67 FT TO W LINE OF E1/2 OF NE1/4 OF NW1/4 AND W LINE OF OAK HGTS REP S/8 TH S00-17-40W 475.58 FT ALONG SAID LINE TO S LINE OF N120 FT OF S1009.3 FT OF OAK HGTS REP TH N89-58-35E 434.24 FT TO WLY R/W LINE OF SR 435 (CLARCONA RD) TH S20-58-33E 729.76 FT TO NE COR OF TR T-10 YOGI BEAR'S JELLYSTONE PARK CAMP RESORT (APOPKA) TH N88-30-09W 722.91 FT ALONG SAID TR T-10 AND N LINE OF TR C TO POB TH N88-30-09W 3 FT TO NW COR OF TR C TH N01-29-51E 572.67 FT TH S88-30-09E 3 FT TH S01-29-51W 572.67 FT TO POB PER 10831/5459) Parcel I.D.: 27-20-28-0000-00-005 Containing: 3.40 +/- Acres and;

OAK HEIGHTS REPLAT S/8 COMM NW COR OF NE1/4 OF NW1/4 OF SEC 27-21-28 TH RUN S89-49-06E 645.67 FT TH RUN S00-17-40W 500.57 FT TH RUN S89-58-35W 25 FT TH S00-17-40W 13.02 FT TO CURVE CONCAVE NELY RAD 105 FT DELTA 18-11-44 SELY FOR 33.34 FT TO REVERSE CURVE CONCAVE SWLY RAD 95 FT DELTA 08-17-04 SELY FOR 13.74 FT TO REVERSE CURVE CONCAVE NELY RAD 25 FT DELTA 13-22-59 SELY FOR 5.84 FT TH S01-29-51W 215.22 FT TO POB TH CONT S01-29-51W 167.76 FT TH N89-58-35E 492.56 FT TH N30-44-24E 8.03 FT TH N69-01-28E 131.97 FT TH N20-58-32W 196.07 FT TH S69-01-28W 135 FT TH S20-58-32E 18.89 FT TH S69-01-28W 10 FT TH S89-58-35W 416.69 FT TO POB (LESS THE W 3 FT LYING WITHIN THE FOLLOWING DESC: COMM AT NW COR OF NE1/4 OF NW1/4 PF SEC TH S89-49-06E 645.67 FT TO W LINE OF E1/2 OF NE1/4 OF NW1/4 AND W LINE OF OAK HGTS REP S/8 TH S00-17-40W 475.58 FT ALONG SAID LINE TO S LINE OF N120 FT OF S1009.3 FT OF OAK HGTS REP TH N89-58-35E 434.24 FT TO WLY R/W LINE OF SR 435 (CLARCONA RD) TH S20-58-33E 729.76 FT TO NE COR OF TR T-10 YOGI BEAR'S JELLYSTONE PARK CAMP RESORT (APOPKA) TH N88-30-09W 722.91 FT ALONG SAID TR T-10 AND N LINE OF TR C TO POB TH N88-30-09W 3 FT TO NW COR OF TR C TH N01-29-51E 572.67 FT TH S88-30-09E 3 FT TH S01-29-51W 572.67 FT TO POB PER 10831/5459) Parcel I.D.: 27-20-28-0000-00-006 Containing: 2.37 +/- Acres and;

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Total combined acres: 9.38 acres +/-



**Backup material for agenda item:**

5. Resolution 2016-03 – Second Reading - Economic Enhancement District Designating Brownfield Districts David Moon



**CITY OF APOPKA  
CITY COUNCIL**

<input type="checkbox"/>	<b>CONSENT AGENDA</b>	<b>MEETING OF:</b>	<b>February 17, 2016</b>
<input checked="" type="checkbox"/>	<b>PUBLIC HEARING</b>	<b>FROM:</b>	<b>Community Development</b>
<input type="checkbox"/>	<b>SPECIAL REPORTS</b>	<b>EXHIBITS:</b>	<b>Resolution No. 2016-03</b>
<input checked="" type="checkbox"/>	<b>OTHER: Resolution</b>		<b>Exhibit "A"</b>

**SUBJECT: RESOLUTION NO. 2016-03 - CREATING AN ECONOMIC ENHANCEMENT DISTRICT FOR DESIGNATING BROWNFIELDS.**

**Request: SECOND READING & ADOPTION OF RESOLUTION NO. 2016-03 – CREATING AN ECONOMIC ENHANCEMENT DISTRICT FOR DESIGNATING BROWNFIELDS.**

**SUMMARY:**

The purpose of the Economic Enhancement District is to promote the cleanup and redevelopment of sites with real or perceived contamination and promote growth and economic vitality within Apopka’s Community Redevelopment Area (CRA). Horticulture nurseries, gas stations, and other businesses over the past decades may have used oils, metals, pesticides, and fertilizers that entered the soils at those sites, creating potential contamination of soils and groundwater. The Economic Enhancement District will also serve as a designated Brownfield area, a Federal designation that will allow for Federal and State programs to provide tax and other financial incentives to property owners or developer where contamination is known to occur or might occur.

Attached Exhibit “A” is a map showing the limits of a proposal to designate the Apopka Community Redevelopment Area as a brownfield area as defined in 376.80 F.S., (hereafter referred to as the Economic Enhancement District). Specifically, the Economic Enhancement District helps property owners and existing or prospective businesses within the Economic Enhancement District better position themselves to become selected for competitive state and federal grant funds to cover costs for Phase I and Phase II environmental assessments and, potentially, cleanup of site contaminants. An Environment Phase I Study assesses whether the potential for contamination at a site based on the history of uses that occurred there. If sufficient evidence is identified from the Phase I study, a Phase II study conducts scientific evaluation and soil monitoring to identify the type of contamination and a remedial solution to correct or alleviate that contamination.

The proposed economic enhancement designation provides a catalyst for site-specific redevelopment, but does not alter the permitted uses, site development standards nor any site requirements for any properties within the Economic Enhancement District. Any grant fund application must be applied for on a site-specific and project-by-project basis.

**PUBLIC HEARING SCHEDULE:**

February 3, 2016 - City Council 1st Reading (1:30pm)  
February 17, 2016 - City Council 2nd Reading (7:00pm)

**DULY ADVERTISED:**

January 15, 2016 – Resolution Heading Ad (1<sup>st</sup> Reading)  
February 5, 2015 – Resolution Heading Ad (Approval)

**FUNDING SOURCE:** N\A

**RECOMMENDATION ACTION:**

The **City Council**, at its meeting on February 3, 2016, accepted the First Reading of Resolution No. 2016-03 and held it over for Second Reading and Approval on February 17, 2016.

Adopt Resolution No. 2016-03.

**DISTRIBUTION:**

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

**RESOLUTION NO. 2016-03**

**A RESOLUTION OF THE CITY OF APOPKA, FLORIDA, DESIGNATING THE APOPKA COMMUNITY REDEVELOPMENT AREA AS AN ECONOMIC ENHANCEMENT DISTRICT (FOR BROWNFIELD DESIGNATION); ESTABLISHING THE PLANNING COMMISSION AS THE ECONOMIC ENHANCEMENT ADVISORY BOARD; AUTHORIZING THE PLANNING MANAGER TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 28, 1993, the City Council of the City of Apopka approved Resolution 9316 which established the Community Redevelopment Area (CRA); and

**WHEREAS**, the Brownfields Redevelopment Act, Sections 376.77-376.85, F.S., and as such maybe amended, the “Act” provides for local governments to designate areas as brownfields; and

**WHEREAS**, said CRA qualifies for designation as a brownfield area under the Act; and

**WHEREAS**, such brownfield designation will allow for accelerated environmental assessment and if necessary, remediation of the property, as well as access to job-related bonus monies; and

**WHEREAS**, the intent of the Act is consistent with the CRA objectives; and

**WHEREAS**, the redevelopment of the CRA is consistent with the City’s Comprehensive Plan

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

**Section I.**

The foregoing recitals are true and correct and are incorporated herein.

**Section II.**

The incorporated portions of the Apopka Community Redevelopment Area as identified in Exhibit ‘A’ are hereby designated as brownfield areas (aka “economic enhancement district”) pursuant to the Brownfields Redevelopment Act, Sections 376.77 – 367.85, F.S., and as such may be amended, and are hereby formally identified as the Apopka Economic Enhancement District.

**Section III.**

The Planning Commission is hereby appointed as the Apopka Economic Enhancement Advisory Committee as required by Section 376.80(3), F.S.

**Section IV.**

The Planning Manager is hereby authorized to notify the Florida Department of Environmental Protection of the City of Apopka’s decision to designate a brownfields area for remediation, rehabilitation and economic development for the purposes set forth in Sections 376.77 – 376.84, F.S., as may be amended.



**Section V. Effective Date.**

This Resolution shall become effective upon adoption.

**APPROVED** at a regular meeting of the City Council of the City of Apopka, Florida, this  
17<sup>th</sup> day of February, 2016.

READ FIRST TIME: February 3, 2016

READ SECOND TIME  
AND APPROVED: February 17, 2016

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

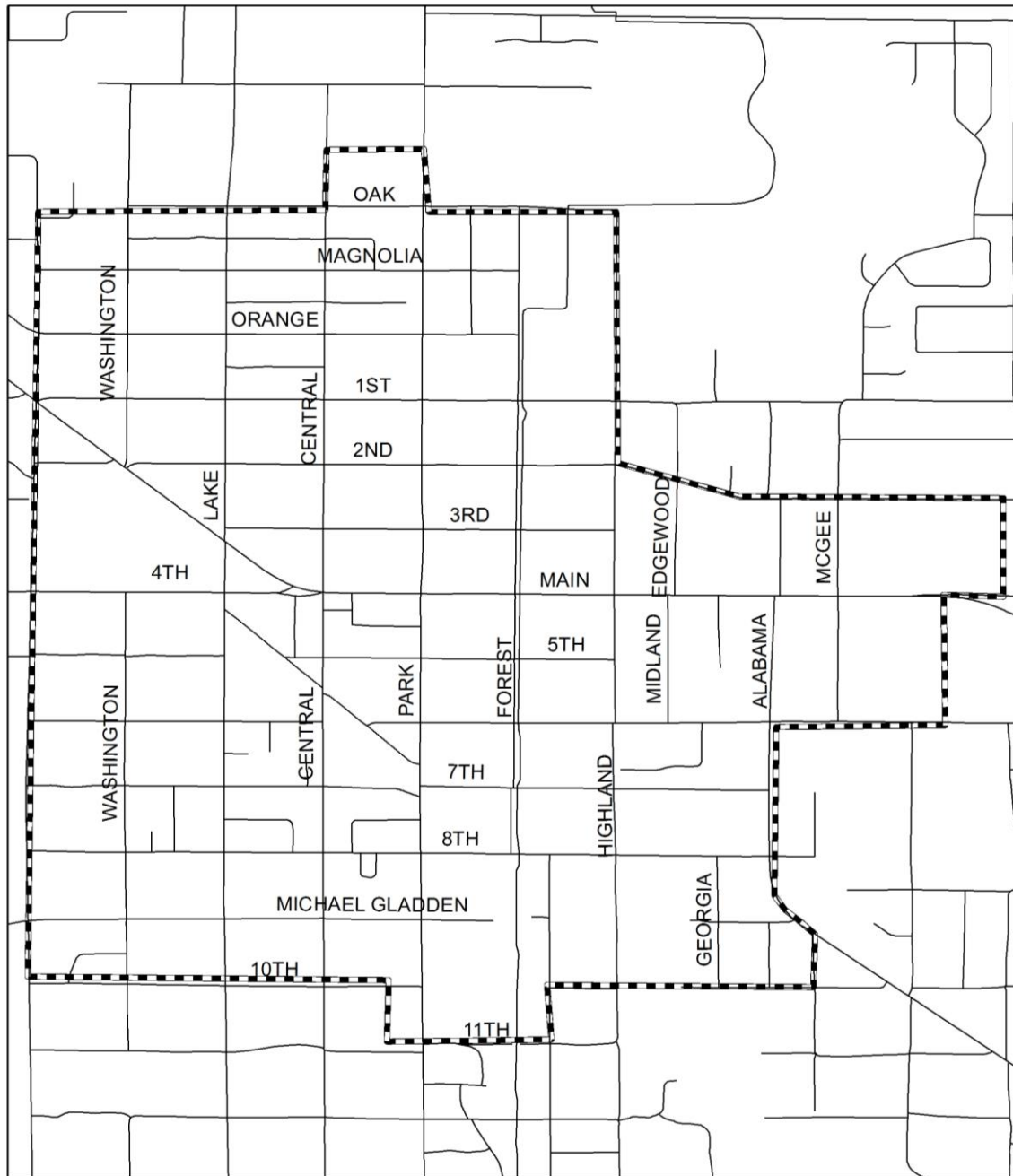
ATTEST:

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

DULY ADVERTISED FOR HEARING: January 15, 2016  
February 5, 2016



**ECONOMIC ENHANCEMENT DISTRICT  
(FOR BROWNFIELD DESIGNATION)**



**Backup material for agenda item:**

6. Resolution 2016-06 – The State Revolving Fund Loan Program for the water reclamation facility. Jay Davoll



# CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL HEARING
- OTHER: Resolution 2016-06

MEETING OF: February 17, 2016  
 FROM: Public Services  
 EXHIBITS: (see attached)

**SUBJECT: RESOLUTION 2016-06 – RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**Request: APPROVE RESOLUTION 2016-06 AUTHORIZING PARTICIPATION IN THE STATE REVOLVING FUND LOAN PROGRAM TO FUND THE EXPANSION AND IMPROVEMENTS OF THE WATER RECLAMATION FACILITY.**

**SUMMARY:**

Staff has explored finance alternatives for the financing of the Water Reclamation Facility expansion and improvements and have determined that participation in the State Revolving Fund Loan Program through the Florida Department of Environmental Protection (FDEP) will save the City approximately \$20M in long-term debt service.

It is necessary to obtain funding for this project in a timely manner in order to expedite the Water Reclamation Facility expansion and improvement project and comply with the City’s FDEP Consent Order No. SPCD-CAP-15-4150 compliance schedule.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION ACTION:**

Approve Resolution 2016-06.

**DISTRIBUTION:**

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	Human Resources Director	Recreation Director
City Administrator	Information Technology Director	City Clerk
Community Development Director	Police Chief	Fire Chief

**RESOLUTION NO. 2016-06**

**A RESOLUTION OF CITY OF APOPKA, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

**WHEREAS**, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

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

**WHEREAS**, the State Revolving Fund loan priority list designates Project No. WW48021 as eligible for available funding; and

**WHEREAS**; the City of Apopka, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:**

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Apopka, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are net water and sewer system revenues after payment of debt service on the City's Series 2012 Water and Sewer System Revenue Bonds. Additional revenues pledged to repay the loan are impact fees.

SECTION IV. The City Administrator is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the

loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VII. If any section or portion of a section of this Resolution 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 part of this Resolution.

SECTION VIII. This Resolution shall become effective immediately upon approval and adoption.

**APPROVED AND ADOPTED** by the City Council of the City of Apopka, Florida, this 3rd day of February, 2015.

CITY OF APOPKA, FLORIDA

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Joseph E. Kilsheimer, Mayor

ATTEST:

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Linda F. Goff, City Clerk

**Backup material for agenda item:**

1. Consultant Selection for Retail Development Strategy and Marketing Services  
Moon

David



CITY OF APOPKA
CITY COUNCIL

- CONSENT AGENDA
PUBLIC HEARING
SPECIAL HEARING
X OTHER: Business-Council

MEETING OF: February 17, 2016
FROM: Community Development
EXHIBITS: RFP Scope
RFP Documents
RFP Questions/Score Sheet

SUBJECT: CONSULTANT SELECTION FOR RETAIL DEVELOPMENT STRATEGY AND MARKETING SERVICES

Request: AUTHORIZE NEGOTIATION OF PROFESSIONAL SERVICES AGREEMENT AND SCOPE OF SERVICES WITH THE FIRM RANKED FIRST BY THE CITY STAFF AS THE RETAIL DEVELOPMENT STRATEGY AND MARKETING SERVICES CONSULTANT

SUMMARY:

On March 25, 2015, the City received five (5) responses to a Request for Proposal (RFP) to assist the City with the preparation and implementation of a retail development strategy and market services effort. A key goal of this project is to recruit sit-down, quality restaurants, casual dining restaurants, and retail stores to locate to the City of Apopka. Responses to the RFP were reviewed and ranked by the City Administrator and Planning Manager. The primary intent of this project is not to perform a study that will provide recommendations for future City actions. The intent is to develop a tailored marketing package and conduct recruitment activities, directly leading to new quality, sit-down or casual dining restaurants and desired retail businesses coming to Apopka. A two- to three-year contract will be signed with the selected firm.

The type of consultants that provide this type of service to local governments comprise a small niche in the business consulting field. After review of five RFP responses submitted to the City, three firms were interviewed regarding their qualifications and proposal. The three consulting firms interviewed by telephone conference were: Retail Strategies, LLC (Birmingham, Alabama); Catalyst (Dallas, Texas); and Buxton (Fort Worth, Texas).

Once authorized by City Council, the City Administrator will negotiate a scope of services and a contract with the selected firm. The consultant is expected to commence work by April 1, 2016.

Final ranking of the consulting firms are:

Table with 3 columns: RFP Respondent, Ranking, RFQ Proposal Over Three Year Contract Period\*. Rows include Catalyst (1st, \$112,242), Buxton (2nd, \$150,000), and Retail Strategies (3rd, \$109,998).

\*Does not include travel costs to/from Apopka

FUNDING SOURCE:

Reserves. Not to exceed \$125,000 over three contract years and not to exceed \$70,000 in the first contract year. (Estimated FY 2015/16 cost estimated not to exceed \$55,000)

RECOMMENDED ACTION:

Authorize the City Administrator to negotiate and execute a professional service agreement and scope of services with the firm Catalyst. If the firm ranked first fails to sign an agreement with the City within thirty-five days, the City Administrator will move to negotiate with the second ranked firm.

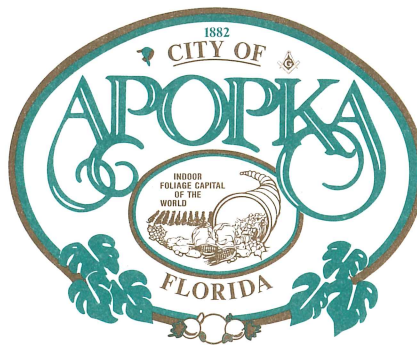
DISTRIBUTION:

Mayor Kilsheimer
Commissioners (4)
City Administrator Irby
Community Dev. Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
City Clerk
Fire Chief





P.O. BOX 1229 • APOPKA, FLORIDA 32704-1229  
PHONE (407) 703-1700

## **REQUEST FOR QUALIFICATIONS**

### **City of Apopka, Florida**

#### **Overview**

The City of Apopka is seeking a qualified vendor to conduct a retail market analysis and retail development strategy that will serve to realize the City's adopted vision for retail development emerging from a recent community-wide visioning process and an regional economic development study.

The analysis shall emphasis three major commercial nodes within City: Kelly Park DRI Interchange Area, Town Center and CRA area, and the environ surrounding a new hospital under construction. Other commercial corridors will also be included within the general city-wide analysis. The market analysis must report on the current status of retail in the Greater Apopka area, identify actual spending habits of those already living in or shopping in the area, and select potential retailers that meet the demand of the market as well as the City's visions to showcase distinct, eclectic, innovative retailers that provide an unparalleled and unique shopping experience.

The retail development plan shall include an extensive list of target retailers (as determined in the retail market analysis) and include marketing materials and/or business attraction strategies that can be used by Apopka to draw their interest to the city. Primary purpose for the retail development strategy is to realize recruitment and attraction of desirable retail and restaurant businesses to serve an underutilized and rapidly growing retail market.

#### **APOPKA BACKGROUND**

The Apopka is a rapidly growing municipality approaching a population of 50,000 and covering over 34 square miles.

Apopka is ideally located northwest of Orlando with key access to major roadways connecting with all of Florida. Routes include U.S. Highway 441 and state roads 429,

414 and 436. These highways provide direct connections to nearby Florida's Turnpike and Interstate 4 east and south of the city. Apopka's road network serves as a major transportation hub to the rest of Florida. The city is just 95 miles to Tampa, 140 miles to Jacksonville and 250 miles to Miami. More so, completion of the Wekiva Parkway by 2021 will re-direct much of southbound Interstate-4, Disney-bound traffic through Apopka and crossing key road intersects with Kelly Park Road, U.S. 441, and Ocoee-Apopka Road.

In 2015 a community-wide visioning program was led by the City's Mayor and a consulting firm. After extension public input at numerous community forums with both residents and business leaders, a latent demand for quality retail and restaurants emerged as desired community needs.

### **SCOPE OF WORK**

The City of Apopka is requesting a retail market analysis and retail development plan that will function to implement the city's adopted vision for retail development:

Apopka retail will be a showcase of distinct, eclectic, innovative retailers that provide an unparalleled and unique shopping experience.

The scope of work includes the following:

- Review and report on the current status of retail in the City including, but not limited to, land use, space allocation, vacancies, lease/rental rates, current retail mix and planned developments. Reports should break down inventory according to the three distinct commercial nodes – Town Center, Kelly Park Road\Wekiva Parkway, and New Market (new Florida Hospital area) – as well as community-wide perspective.
- Define primary, secondary and potentially tertiary trade areas. Trade areas should be identified with consideration of population, proximity to other competing business districts, destination attractions, traffic patterns, drive-times, retail mix, store sizes and sales volumes, and actual customer data. Data derived from actual customer spending in the City of Apopka is referred.
- Develop customer profiles. The customer profile information should include detailed demographics, lifestyle segmentation data, actual customer spending habits, and any other information deemed pertinent by the selected contractor.
- An analysis of the trade areas should be completed to identify new potential customers and additional market sales potential derived from the customer profile data and actual market supply and demand data.

- Identify at least three peer cities. Peer cities should be identified that have similar customer profiles and have a successful retail market to serve as potential models for a strategic retail development plan. Where appropriate, an analysis of incentives offered by the city and/or private property owners or businesses that contributed to the city's retail success shall be provided.
- Develop a proposed retail development plan. The City is seeking a strategic retail development plan that serves to realize the City's adopted vision for retail development, meets the demand of the market, and considers the characteristics of the customers within the identified trade areas. The plan should identify retail categories, niches, and specific retail stores within those groupings to target for marketing. The list of specific target retail stores should be extensive. The strategy should also identify specific potential locations and spaces for targeted retail that considers all data gathered.
- Create a marketing and recruitment strategy that can be immediately implemented to market and attract preferred targeted retail establishments, meet the goals of the retail development plan, and attract targeted retail, including restaurants to the City of Apopka. Marketing packages should each be tailored to a specific retailer that is suggested for the City. The package should have comprehensive information on the trade area, customer profile, demographics, potential locations, city amenities, city history/culture/brand, tax information, leasing rates, relevant incentive programs, parking, infrastructure, projected sales data, and any other information deemed pertinent by the contractor.
- Report on all data sources used in the final deliverables and identify how the information can be obtained on an ongoing basis and at what additional cost, if any, to create future sample marketing packages.

#### DELIVERABLES

- Apopka Retail Market Analysis
- Apopka Retail Development Plan
- Apopka Strategic Marketing and Recruitment Strategy
- Hard copies and electronic copies of the Analysis, the Development Plan, Recruitment Strategy, and Marketing Materials

#### SUBMITTED WITH QUALIFICATIONS

1. A brief history of your organization
2. The qualifications of personnel who will be responsible for directing operations
3. A sample contract relevant to this scope of work
4. Listing of at least (3) client references for similar projects within the past (5) years, including:

- a. Client name and address
  - b. Itemized dollar value of project
  - c. A statement of whether or not all deliverables were provided within budget with necessary explanations
  - d. Samples of work, such as screenshots or printouts
5. Examples of successful recruitment strategies yielding new retail/restaurant commitments
  6. Work plan\scope of services - summary of recommended approach to accomplish the work of this request (limit 4 pages)
  7. Proposed project task schedule, from start to completion
  8. Fee quotation and project budget for the services outlined in this request. Project budget will be organized according to key project tasks. If any additional services are proposed by your company, please outline these and their costs as separate from those services requested in this RFQ.

**COMPENSATION:** Initial tasks may be based on work less than \$25,000 to comply with purchasing and notice requirements.

#### **TENTATIVE TIMELINE**

1. January 4, 2015 – Qualifications due by 3:00 p.m. EST
2. January 8– 2015 – Review Submitted Qualifications and Commence Negotiation of Work Program and Budget with Selected Consultant
3. On or before January 19, 2016 – Finalist announced and presented at the City Commission meeting
5. February 15, 2016 – Commence contract
6. Project completion and implementation – to be determined in the consultant contract

#### **CONTACT POINT**

Questions should be direction to:  
Mr. Glenn Irby, City Administrator  
Phone: 407-703-1750  
Email: girby@apopka.net



# Retail Strategy and Recruitment

Proposal for Apopka, Florida  
December 20, 2016



Foster's Corner



West Orange Trail



Wekiva Riverwalk

4245 N Central Expressway | Suite 310  
Dallas, TX 75205  
(972) 999-0081  
[www.catalystcommercial.net](http://www.catalystcommercial.net)

## Team Directory



4245 N Central Expressway | Suite 310  
Dallas, Texas 75205  
(972) 999-0081 x101  
[www.catalystcommercial.net](http://www.catalystcommercial.net)

## Letter of Transmittal

December 20, 2015

Glenn Irby  
City Administrator  
City of Apopka  
120 East Main Street, First Floor  
Apopka, FL 32703

Dear Mr. Irby:

As a response to your request for the creation of a Retail Strategy and Recruitment Plan for Apopka, Florida, Catalyst brings together a creative and incredibly experienced team for this project. Known for its implementation expertise, Catalyst understands how to mesh the city's objectives, create a market-based strategy, capture community input to inform the planning; to create an actionable plan with measurable results.

### **We are retail experts**

Catalyst has developed and implemented 100's of retail strategies and merchandising plans for communities. Catalyst's president, Jason Claunch, started in development and brokerage and has completed 1000's of retail transactions during his career. This experience will be invaluable to activate your vision and develop a strategy to attract distinct, eclectic, and innovative retailers that can support Apopka's retail vitality and fiscal health.

### **We are implementation experts**

Catalyst's experience with research, planning and execution will provide the platform for the creation of a customized Merchandising Plan. We are implementers who are on the cutting edge of innovation in terms of analysis and understanding of how to develop strategies to attract first-class retailers.

### **We have a broad base of industry experience**

Catalyst is also multi-faceted in creating value in other market types. Catalyst understands issues affecting housing greater than anyone else as they are key consultants in the creation of a strategy and operational plan for the reinvention of neighborhoods for the City of Plano, Texas. Catalyst is also determining the capacity and implication for various land use options for Farmer's Branch, Texas, and part of a team working on over 40,000 acres in McKinney, Texas to develop policy for infrastructure, incentives, development principles and implementation strategy including retail, residential, commercial, and office.

### **We have national experience**

Catalyst offers direct experience in researching urban, suburban and exurban areas to create actionable strategies. This includes, master-planning and development positioning in Salt Lake, creating a form-based code and for in Hartford, CT, assisting Oklahoma City in its expansion of downtown, and many growing communities across the US. This experience will be invaluable to understanding the needs of Apopka.

Fundamentally, this effort is about creating a comprehensive business plan that can be used to strengthen marketing and attraction efforts for retail in Apopka in a measurable way. We truly appreciate your consideration of Catalyst and our approach.

Jason Claunch  
President  
Catalyst Commercial



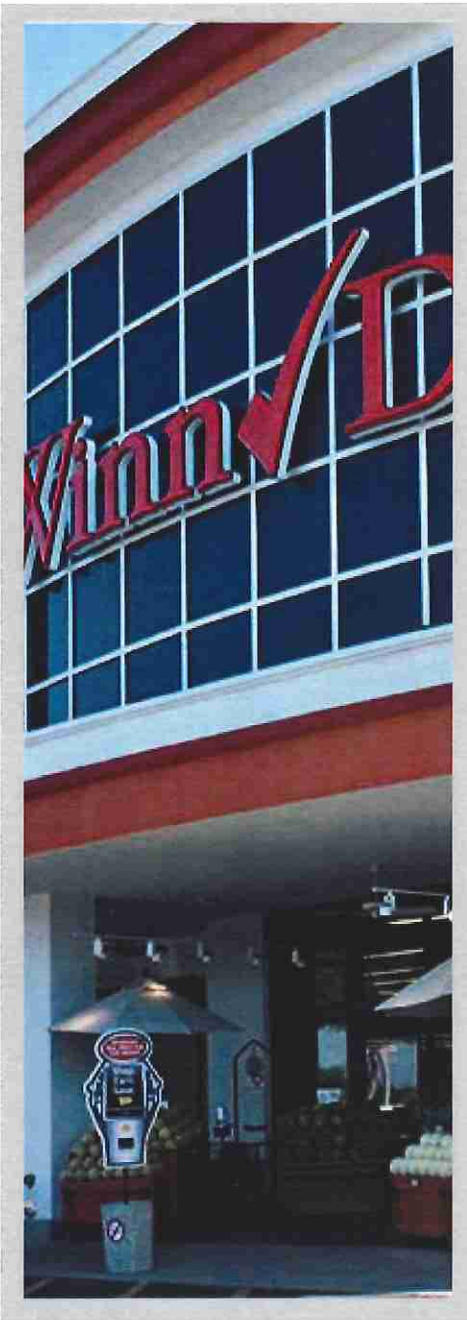
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## Executive Summary

# EXECUTIVE SUMMARY



## Project understanding

Apopka is located within the Orlando–Kissimmee–Sanford MSA, and is one of the fastest growing cities in the region. Apopka is also situated in a very competitive retail market, with retail strong regional retail near Interstate 4 in Altamonte Springs, regional retail and neighborhood retail to the south in Ocoee, and other areas in the Orlando area that capture potential tourist, area workers, and Apopka residents that could be eating, shopping or enjoying Apopka. Therefore, capturing sustainable in-fill development and situating new growth along perimeter nodes in a strategic way is crucial to your retail vitality.

While not specifically requested, we recognize that there is strong correlation to mixed-use and corporate attraction. With expanded infrastructure and good land use planning, Apopka is positioned to position for quality workforce and residential using retail as a catalyst to set the context to higher nuanced developments....like Kelly Park Crossing and the other developments specifically mentioned in this process.

## What does this mean for YOU?

Catalyst's national experience in mid-sized tertiary cities is unparalleled. Catalyst is also experienced in working with hundred's of communities, dealing with a broad range of issues and developing effective strategies, has made them best-in-class for retail merchandising. Catalyst's experience with attracting tenants using data at the regional level are unmatched and integral to developing a realistic program.

- We have worked in diverse communities and will bring this expertise and our extensive skills to apply to Apopka.
- We are not programmatic and will develop a custom strategy aligned with your objectives in mind.
- We have strong experience working dealing with impacts from regional infrastructure modifications and how this impacts your retail strategy.
- We will work alongside you to understand potential outcomes and how this might affect your existing policies.
- We will keep you informed, helping you assess decisions at every critical stage.
- We offer you our demonstrated ability to successfully implement our work and create real economic value from these efforts.
- Our 25+ years in the retail industry and existing leadership at ICSC and other industry organizations afford strong connections to existing retailers/brokers and developers.
- We have experience in Apopka, with providing earlier demographic base data to Kelly Park Crossing, through one of our consultant partners.

## Approach



## Market Assessment

Apopka is a high growth and dynamic community. As part of this process, Catalyst will conduct a Market Assessment to develop a baseline data set and inventory existing retail conditions. This process will inform the Retail Merchandising Study and Implementation. The tasks of the Market Assessment will include the following:

### Kick off

Prior to work commencement, Catalyst shall meet with staff, city leadership, and other project team members to further refine project goals, desired deliverables and outcomes to inform our initiative. This will also include initial internal stakeholder interviews and end with a tour of Apopka with key staff and city leadership.

### Census of existing and planned retail projects in the Study Area

Any new projects coming on-line will affect the demand projection, and may alter existing customer patterns. As a part of this effort Catalyst shall work with city staff, local developers, brokers and other sources to outline potential development projects and index planned or proposed projects throughout Apopka. As part of this process, Catalyst will want to spend time with key stakeholders involved within the Kelly Park Crossing and other landowners along the Wekiva Parkway extension (Kelly Park Area), New Market Area near the new Florida Hospital (New Market Area) and the Town Center (Town Center Area) to really understand internal goals, existing land use goals, and develop other context and existing conditions for the region.

### Census of existing retail operators

To understand the existing retail distribution, Consultant will geocode and categorize national retail operators within Apopka to create a census of uses. The Merchant Matrix™ is also used for void analysis purposes when used in conjunction with Tenant Profiling. The merchants in the Merchant Matrix™ can be compared and filtered against a list of tenants that correlate to the Study Area. This will result in a map of all major retailers and a detail of where existing tenants are located and potential gaps in retail categories.

### Summary of major employment affecting the Study Area

In addition to residential, workforce is a strong demand source for commercial demand. Catalyst shall index major employers and the number of employees to determine the influence of workforce on Apopka's commercial oriented demand. Workforce demand can provide substantial retail demand and will be a valuable statistic in future recruitment.

### Traffic patterns

Traffic counts impact retail decision making. Understanding traffic patterns is important to prioritize target properties. Catalyst shall research major traffic counts from Florida Dot, city traffic data, and other third party sources. Traffic counts can be used to identify traffic patterns and traffic statistics within the Study Area. Traffic counts are correlated to retail sales as the higher traffic thoroughfares have a greater capture opportunity than streets with lower traffic.

### Deliverables

Consultant shall provide a report which outlines factors outlined in the Market



Assessment process, including existing land use, existing map displaying existing and planned projects, major retailers, traffic counts, major employers with approximate number of employees, and traffic counts. In addition, this will include statistics on major retail shopping centers and areas including vacancy rate, rental rates, shopping center type, retail mix (using Merchant Matrix data).

## Trade Area Delineation

Understanding where current customers of Apopka shop as well as competitive nodes will be important in developing your retail strategy. Catalyst will determine the geographic extents of the Primary Trade Area of Apopka by conducting physical tours, collecting customer intercepts, and using gravity models to outline retail trade areas. Catalyst has a proprietary method of delineating a true and accurate trade area. This shall take into account existing restaurants, major anchors, sub-anchors, highway retail and entertainment uses to outline distribution of retail consumers. This process shall accurately delineate a true trade area to perform an accurate analysis.

### Deliverables

For each Study Area, Consultant shall provide Client a map of the Primary Trade Area ( displayed as a polygon using block groups), as well as a comparative concentric ring trade area and drive time trade area. In addition, Catalyst shall calculate the Secondary Trade Area for Apopka's retail trade area based upon regional shopping nodes and customer patterns.

## Market Analysis

Once the Primary Trade Area has been defined, spending patterns, analysis of consumer preferences and other retail factors can be observed. This is a valuable tool in identifying underserved retail categories as well as the impact of competing retail clusters. The Market Area Analysis shall summarize characteristics of the Kelly Park Area, New Market Area and Town Center as well as the community as a whole. This process will provide greater insight on current conditions and assist with prioritization of future efforts in each individual Study Area.

### Estimate of retail demand within the Study Area

The distribution of retail to residential, workforce, visitor, and commuter demand is important to determine the capture rate of each of these individual demand sources. Once the trade area for Apopka has been clearly defined, data used in retailers' site selection analyses can now be accurately extrapolated. For each identified sub market or retail node, Catalyst will conduct a Demand Analysis to evaluate the retail categories that have the highest propensity for success in the given sub-market. Additionally, Catalyst will include data for sales potential, market potential and retail leakage to prioritize specific retailer categories based upon these metrics. The Demand Analysis will include:

- Population Profile
- Income Profile
- Race and Ethnicity Profile
- Age Profile
- Education Profile
- Psychographic/Lifestyle Segmentation Profile

## Competitive Analysis

A retail gap analysis compares the existing retail supply to and associated demand and is a valuable tool if implemented correctly. It is also important to know how existing competitive nodes relate to the retail opportunities within Apopka in order to develop an effective retail strategy. To be effective, the competing trade areas must be analyzed and leakage within each category should be considered independently (i.e. grocery, restaurant, ect) to determine applicable capture rates for each category. Not considering competing trade areas may lead to overstating the potential and not looking at leakage in a more regional perspective may not identify leakage effectively.

This process shall help inform the potential for positioning Apopka's retail inventory to be more competitive and outline the potential to capture leaking sales and opportunity to pick up new market share by targeting strategic retail merchants and strengthening Apopka's retail base with high quality in-fill tenants.

## Benchmarking

Consultant shall work with staff to identify three peer cities, or more as needed, that have similar characteristics as Apopka. Consultant shall outline factors which align with peer communities and areas whereby Apopka can be more strategic. In addition, Catalyst shall explore how incentives are utilized effectively by the city and/or private property owners or businesses to inform the incentive policy of Apopka.

## Property Analysis

Catalyst shall complete a summary of property conditions and attributes of the top ten (10) properties in Apopka and create custom marketing materials for each. Catalyst shall take into account visibility, signage, access, and traffic. To accurately assess property conditions, Catalyst will perform a review and contact stakeholders or property owners if necessary to obtain site plans or conceptual plans. For each property, market materials will include:

- Location map
- Close up Aerial
- Summary of demographics
- Visibility rating
- Access evaluation
- Traffic counts (*if available - or new counts at additional cost*)
- Outline of retail opportunity
- Existing tenants, if any
- Comparable sales and lease rates (CoStar, Exceligent)

## Deliverables

Consultant shall provide Client with a written property summary and applicable charts and supplemental data for each property.

*Client shall provide all site plans, ownership, property contact information, zoning and land use (if applicable), traffic counts, engineering documents, and future improvements.*



## Potential Tenants

In order to identify specific retail operators who are a fit, Catalyst will profile retail categories and specific national and regional operating tenants by category and account name that align with the market characteristics based upon the Demand Analysis, spacing considerations, co-tenancy, physical constraints, and Catalyst's proprietary demographic profiling methodology.

## Deliverables

The Tenant Profiling Analysis will include a list of forty (40) potential operators that align with the Study Area characteristics which fit the operational and locational needs for high quality retail merchants. This shall include a list of potential operators by name, category, preferred size, retail contact, and summary of retailer.

## Merchandising Plan

All of the above data will be aggregated into a report that Catalyst calls a Merchandising Plan. This plan is Catalyst's "playbook" when in the implementation phase. Along with the Merchandising Plan, Catalyst will share marketing materials such as the city flyer, property flyers, and maps.

The Apopka Merchandising Plan shall include a summary of the quantitative and comparative work effort of consultant, but shall also include a qualitative summary which outlines a clear strategy for the effective implementation of the Merchandising Plan and outlines action items, resources, timeline, and prioritization across various parties involved in the retail recruitment and development process.

## Implementation

Upon completion of Tenant Profiling, Consultant shall create a recruitment campaign and import the list of potential tenants ("campaign members") into the campaign specific to the Study Area. Catalyst shall also develop custom marketing material including the following:

- Aerial map of Apopka region highlighting the trade area, available sites within the sub market, and traffic counts of major thoroughfares, cross streets, and major arterials
- Demographic profile
- Conceptual site plans (if available)
- City logo and contact information
- Major drivers supporting the tenants operational and locational requirements & *other factors specific to each target prospect*

Consultant shall maintain the campaigns and shall provide a temporary license to Client, which shall automatically expire upon completion of the Scope of Services, upon the end of the Term of this Agreement. Client shall keep all information related to campaigns confidential at all times.

## Campaign Contents:

- Account Name
- Category

- Contact Name
- Campaign Member Status: a) Not Sent: campaign member not contacted; b) Responded – Yes: campaign member responded yes; c) Responded – No: campaign member responded no; d) Voicemail 1: Consultant left initial voicemail; e) Voicemail 2: consultant left 2nd voicemail; f) Email: Consultant sent email to campaign member; g) Responded – On Hold: campaign member not expanding; h) Responded – evaluating: campaign member qualifying interest; i) Responded No – No Response: 3+ attempts to contact campaign member with no response
- Account Square Footage (min, max, or prototype)

As part of Implementation, Catalyst will individually contact each retail prospect and distribute custom information regarding Apopka.

Catalyst shall provide bi-monthly Campaign reports to Apopka with an update on the campaign member status (“Conversions”).

### **On-going Opportunity Tracking**

As part of the recruitment process, Catalyst shall track all campaign members that responded yes, or express interest in Apopka and will maintain an Opportunity list has the status of all Campaign Members. Catalyst shall maintain a list of updated Opportunities to include Probability, Opportunity Stage, Square Footage, Potential Tenant, Description, and Next Steps.

### **Retail Indicators**

Catalyst shall work with the city of Apopka to develop a baseline of retail factors to measure the retail health on an ongoing basis. Consultant shall provide source references and explanation of collection methods to assist client in reproducing data in the future and for on-going comparison and measurement of retail health and quality going forward. In addition,

*Catalyst will coordinate with client in the format for final marketing materials so that Apopka staff can update text, data, and images.*



## Key Personnel

# Jason Claunch

President



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## Awards

DBJ "40 under Forty" 2011  
DBJ "Heavy hitter award"  
Collin County "Forty Under 40"

Our firm has completed projects for over 60 municipalities, many national developers, and national operators. Our work with cities includes, Arlington, Farmers Branch, Kyle, Edmond, Red Oak, Midlothian, Colleyville, Northlake, Azle, Bridgeport, Livingston, Port Lavaca, Trophy Club, Garland, Shawnee, Forney, Dallas/Fort Worth International Airport, Oklahoma City, Albuquerque, Little Rock region, Rogers, Ada, Roanoke, Lewisville, Lufkin, Nacogdoches, Tremonton, Colony, Chickasha, San Marcos, and many others.



Jason is currently working on retail projects that included Panera, Whole Foods, HEB and Wal-Mart as well as over 100 local and regional tenants. Jason has consummated over 1,000,000 square feet of leases and closed over 190 raw land transactions.

Jason also has experience in healthcare research, hospitality, residential and commercial analysis. Jason is experienced with the full lifecycle of real estate from initial market strategy, planning, entitlements, due diligence, design, vertical development and disposition using his extensive relationships with owners, developers, vendors, end users, and the brokerage community.

Directed Billingsley's retail division, consisting of over 4,000 acres of raw land and portfolio value of over \$1B.

Managed all facets of the retail portfolio including p&l, planning, development, acquisitions, marketing and leasing

## Professional Associations

North Texas Commercial Assoc. of Realtors (NTCAR),  
International Conference of Shopping Centers (ICSC)  
Certified Commercial Investment Manager (CCIM)  
Urban Land Institute (ULI)  
National Association of Industrial and Office Professionals, (NAIOP)  
Texas Municipal League (TML)  
Oklahoma Municipal League (OML)  
Texas Economic Development (TEDC)  
International Downtown Association (IDA)

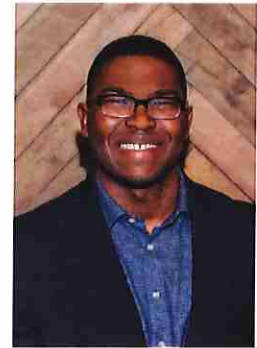
# Josiah Ball

Analyst



## Project Experience

Bastrop, TX	Falfurrias, TX	Plano, TX
Boerne, TX	Garland, TX	Port Arthur, TX
Cedar Hill, TX	Haslet, TX	Red Oak, TX
Colleyville, TX	Kyle, TX	Richardson, TX
Corinth, TX	Lindale, TX	Rogers, AR
Farmers Branch, TX	Lufkin, TX	Stafford, TX
Flower Mound, TX	Odessa, TX	Sugar Land, TX



Josiah is currently working on over twenty public projects as well as providing research for national retailers including Walmart, and Costco.

## Education

University of Southern Mississippi - Bachelor of Science Psychology,  
University of Southern Mississippi - Masters of Science Economic Development

## Professional Associations

International Conference of Shopping Centers (ICSC)

## Experience Overview

Josiah received his BS in psychology and MS in Economic Development from the University of Southern Mississippi. In the MSED program he studied economic principals, business retention, and industrial and commercial recruitment. Before his transition to the consulting industry Josiah interned in the economic development public sector where he experience the affect of political social dynamics and the influence they have on the economic development of communities.

Josiah is experienced in research, statistical modeling design, and project management. Among other duties, he is responsible for project flow and personnel assignment management.

## Technology Skills

- GIS - ArcGIS, Quantum GIS, MapInfo, Anysite
- Microsoft Office - Word, Excel, PowerPoint, Access
- Keynote
- Adobe - InDesign, Illustrator, Photoshop



# Michael Latham, PhD

Analyst



## Experience Overview

Michael Latham is a Senior Economist and Project Manager with Catalyst Commercial. He received a Master's Degree in Applied Economics and a Ph.D. in Public Policy and Political Economy from the University of Texas at Dallas. Dr. Latham is experienced in utilizing statistical analysis and Geographic Information Systems to identify beneficial insights for both commercial and residential markets. His research interests include the economic development initiatives, urban planning, and neighborhood impacts on the economy.



As an Economist with Catalyst Commercial, he has conducted numerous economic impact analysis, feasibility studies, and market analysis for both private and public. Prior to working with Catalyst, Dr. Latham worked as a Research Scientist with the University of Texas at Dallas where he worked on numerous state and federal projects including the Financial Allocation Study for the State of Texas (FAST) for the Texas State Comptroller, and a National Science Foundation Study that examined the impact of executive level leadership on Fortune 500 Companies.

## Project Experience

Southgate Plaza Concept Plan, DFW International Airport  
Underwrote demand for retail, office, and hospitality development by identifying and quantifying the economic impact of each product type.

Downtown Redevelopment Project, Oklahoma City, OK  
Conducted a market analysis to evaluate the current and projected supply and potential demand of multiple real estate sectors for a \$777M public works and redevelopment project in Downtown Oklahoma City.

Redevelopment Strategy for The Hartford Campus, Simsbury, CT  
Conducted assessment of local economic conditions, and examined the internal and external real estate market impacts on the short and long-term development of the site.

Albuquerque East Gateway Sector Plan, Albuquerque, NM  
Undertook site assessment and administered a detailed market analysis of the study area and peripheral areas to examine the existing distribution and density of existing uses, identify potential demand drivers for various real estate sectors, and conducted demand analysis to determine the appropriate mix of commercial, retail, restaurant, and residential uses.

## Technology Skills

ArcGIS, Quantum GIS, R, SAS, Stata, SPSS statistical analysis systems, Microsoft – Word, Excel, PowerPoint, Access, Microsoft SQL, MySQL, LaTeX, Adobe Acrobat, InDesign

## Education

Ph.D. in Public Policy and Political Economy, University of Texas at Dallas, 2013  
Master of Science in Applied Economics, University of Texas at Dallas, 2006  
Bachelor of Science in Political Science, Texas A&M University, 2002

# Julie Schultz

Retail Recruiter



## Project Experience

Ada, OK	DFW Airport	Nacogdoches, TX
Albuquerque, NM	Edmond, OK	Northlake, TX
Arlington, TX	Garland, TX	Oklahoma City, OK
Boerne, TX	Haslet, TX	Red Oak, TX
Chickasha, OK	Kyle, TX	Richardson, TX
Colleyville, TX	La Porte, TX	Shawnee, OK
Corinth, TX	Lewisville, TX	Stafford, TX
Dallas, TX	Lufkin, TX	Trophy Club, TX
Denison, TX	Midlothian, TX	



## Professional Associations

International Conference of Shopping Centers (ICSC)  
Certified Commercial Investment Manager (CCIM)  
Texas Economic Development Council (TEDC)  
International Downtown Association (IDA)

## Experience Overview

Julie Schultz is national retailer recruiter for Catalyst Commercial. She has four years of retail recruitment experience.

As the national retailer recruiter with Catalyst Commercial, She has worked with retailers such as: Walmart, Mellow Mushroom, Studio Movie Grill and Twisted Root Burger Co.

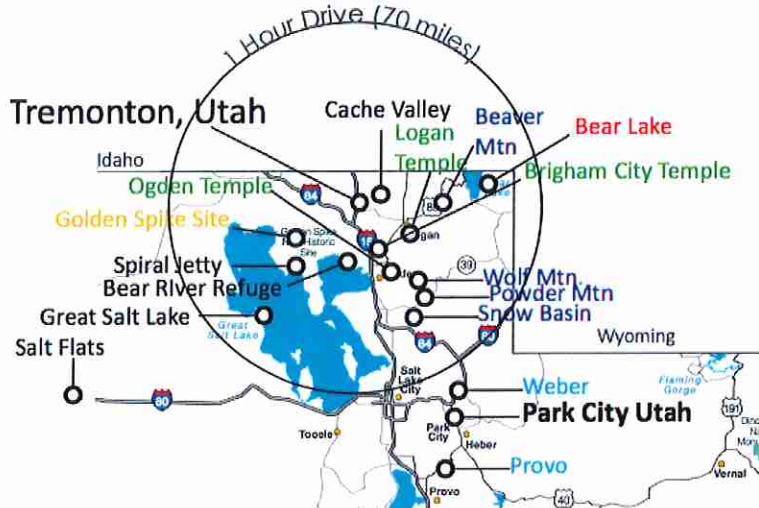
## Technology Skills

- Salesforce
- Microsoft Powerpoint, Excel, Access,

## Project Experience



# American Institute of Architects SDAT - Tremonton, Utah Market Analysis



## Project Details:

AIA Sustainable Design Assessment Team

Scope/Services  
Residential, Retail  
Workforce, Visitor  
Analysis

Cost \$N/A

Completed: 2013

## Project Outline

Catalyst was part of the team to develop a strategic plan to revitalize Catalyst areas within Tremonton, Utah. The city of Tremonton submitted for a grant to develop a physical plan and economic strategy to revitalize its downtown and improve strategic intersections within Tremonton. Soren Simonsen led the local AIA chapter and was instrumental in Tremonton being awarded the SDAT grant.

## Status

Catalyst has submitted the final market analysis and waiting on integration by the American Institute of Architects.

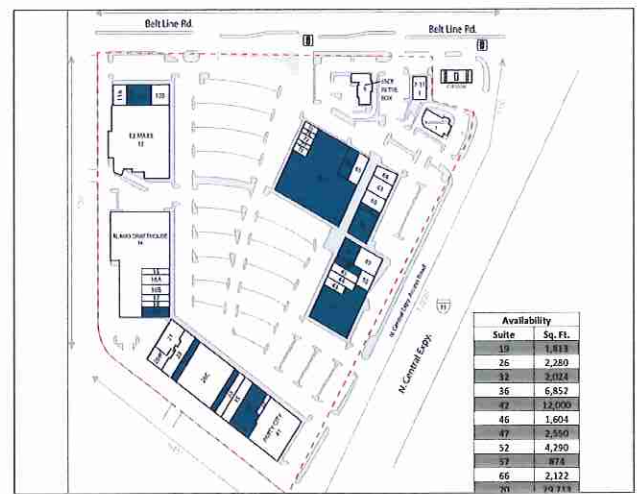




# South Central Expressway Corridor Plan Richardson, Texas



Before



**Site Details**  
4 miles corridor of freeway frontage

**Scope/Services**  
Retail Merchandising Plan and Implementation

**Cost**  
\$80k+

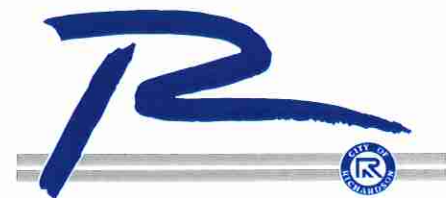
Completed 2013

### Challenge

South Central Corridor has had significant vacancy (12%+) in 2010, coming out of the Great Recession. The city invested \$1M+ on investment when the developer went bankrupt. A new investor took control of the project with no catalyst. The project consisted of 200,000 square feet on W. Belt Line at U.S. 75 (Central Expressway). Significant \$3.8 million remodel in 2007-08. Anchor tenants: TJ Maxx, Party City, 6 restaurants.

### Results

Catalyst recruited Alamo Draft House and assisted in underwriting and incentive negotiation to secure the tenant. This generated significant net new leasing activity and has won many project awards.

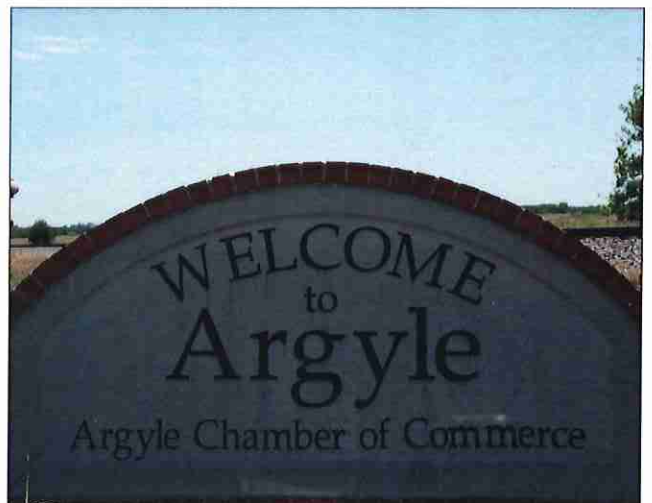
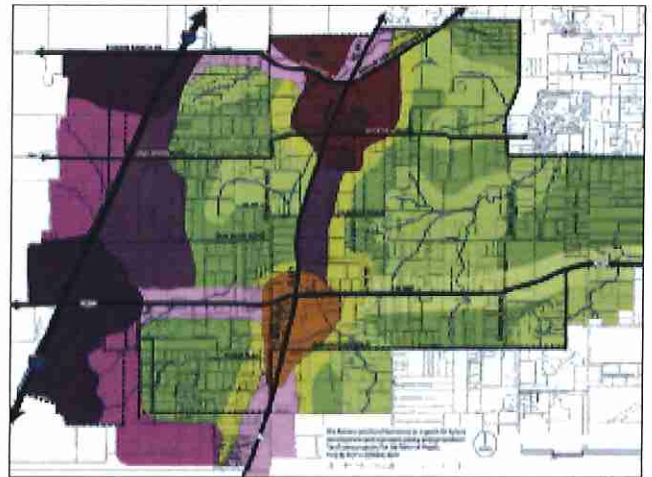


- Over 200 operators identified
- Over 40,000 square feet of first class unique operators procured
- Created over \$40m in net new tax base during implementation process

**Dallas Business Journal**  
Retail Project Finalist 2013



# Market Analysis for Area Planning of Catalyst Sites Argyle, Texas



Site Details  
4 Catalyst Areas in  
Argyle, Texas

Scope/Services  
Market Analysis;  
Development  
Concepts and  
Implementation  
Tools

Cost  
\$150,000

2013 - 2014

## Project Outline

Catalyst and Livable Plans and Codes are currently assisting Gateway Planning Group in the development of zoning tools to implement the Town's 2009 Comprehensive Plan.

This initiative included a realistic assessment of the market's capacity for future commercial development and focusing on key catalytic locations for development nodes. This can help the Town prioritize zoning tools and infrastructure investment to position these locations for successful development in keeping with the Town's vision

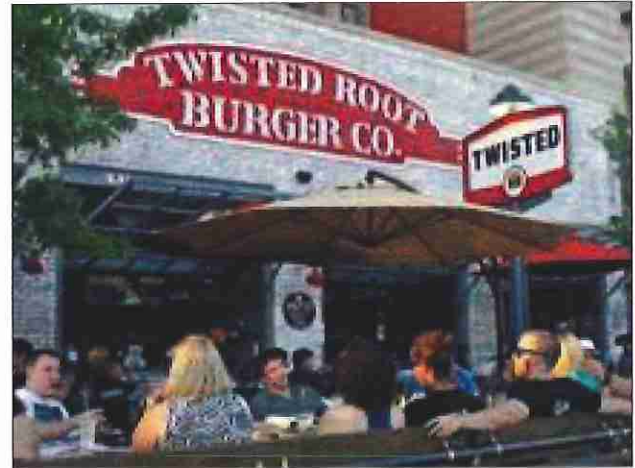


GATEWAYPLANNING  
A VIALIA GROUP PARTNER



# Downtown Arlington - Arlington, Texas

Project Contact: Tony Rutigliano - Tony Rutigliano tonyrutigliano@yahoo.com



Site Details  
Appx. 16 sq blocks

Scope/Services  
Retail Merchandising  
Plan and  
Implementation

Cost  
\$45,000

2012 - 2013

**Challenge**  
Downtown Arlington was faced with the high vacancy rate and an abandonment of retail in the downtown core. The University of Texas was competing for tier 1 status and downtown businesses were choosing alternate areas due to the limited services and quality of life of the downtown environment.

**Results**  
Catalyst completed significant research and analysis to assess market conditions and capacity. Using its analysis, Catalyst completed a strategic plan to position downtown Arlington and develop an implementation plan. As part of this process Catalyst recruited



- Over 200 operators identified
- Over 30,000 square feet of first class unique operators procured
- Created over \$7M in net new tax base during implementation process



# Medical Needs Analysis - Colleyville, Texas

Project Contact: Marty Wieder, Director of Economic Development  
[mwieder@colleyville.com](mailto:mwieder@colleyville.com)  
(817) 503-1060



## Project Details:

Medical Needs Analysis

Cost: \$10,000

2012

## Project Outline

Catalyst performed a Physician Need Analysis for the City of Colleyville to analyze the supply and demand of the physicians in the Colleyville service area and to determine if an adequate supply of physicians exist to support the needs of the patient base. Catalyst determined if there was an inadequate supply of physicians, or a gap, whereby patients must leave the service area to receive care and thus medical revenue is exiting the City of Colleyville. Catalyst determined the number of Primary Care physicians and Specialists practicing in this service area and future demand.

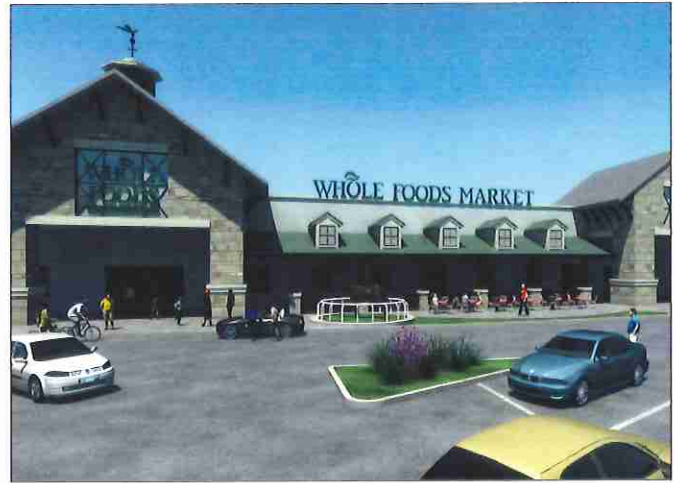
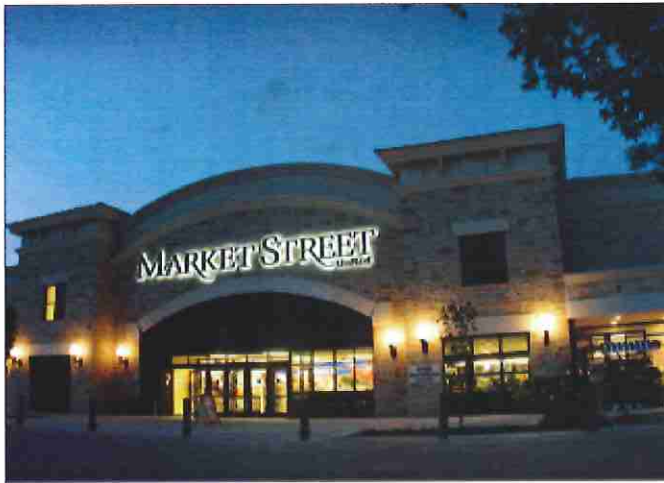


Colleyville is a 22,500 population suburb within the Dallas/Fort Worth MSA. Colleyville is location 5 miles from DFW Airport and 16 miles east of Fort Worth. Colleyville is located along Highway 26 and has limited frontage on Highway 121.

# Merchandising Plan - Colleyville, Texas



Project Contact: Marty Wieder, Director of Economic Development  
[mwieder@colleyville.com](mailto:mwieder@colleyville.com)  
 (817) 503-1060



**Project Details:**

Scope/Services  
 Retail Merchandising  
 Plan and  
 Recruitment

Cost  
 \$85,000

2011 - 2013

**Project Outline**

The city of Colleyville was interested in increasing its retail offerings and becoming more strategic in economic development. The city had a vacancy rate of over 12% with several large anchors vacant. Most national restaurants had located in Grapevine and most softgoods retailers wanted to be in Southlake.

**Status**

Catalyst has assisted in procuring many national and regional chains to Colleyville as a result of the Merchandising Plan. These include Walmart Market, Whole Foods. As a result the vacancy rate is less than 5% and sales tax revenue has increased over \$500,000.



Colleyville is a 22,500 population suburb within the Dallas/Fort Worth MSA. Colleyville is location 5 miles from DFW Airport and 16 miles east of Fort Worth. Colleyville is located along Highway 26 and has limited frontage on Highway 121.



# D/FW International Airport - Dallas/Fort Worth, Texas

Project Contact: Tiffini Miller Manager, Retail/Office Development and Leasing

TCMiller@dfwairport.com



**Project Details:**

Approximately 8,000 total acres, 50 project acres

Scope/Services  
Retail Market Analysis

Cost  
\$300,000

2012 - 2013

**Project Outline**

Catalyst developed methodology to underwrite the amount of commercial demand generated from airport passengers, commuter traffic, rental car customers, on-site workers, and residential peripheral demand that affected each study area.

**Status**

DFW International Airport issued an RFP for two locations (Q2 2011) based upon the findings of Catalyst and has awarded contracts to developers for projects at Southgate Plaza and Founders' Plaza.



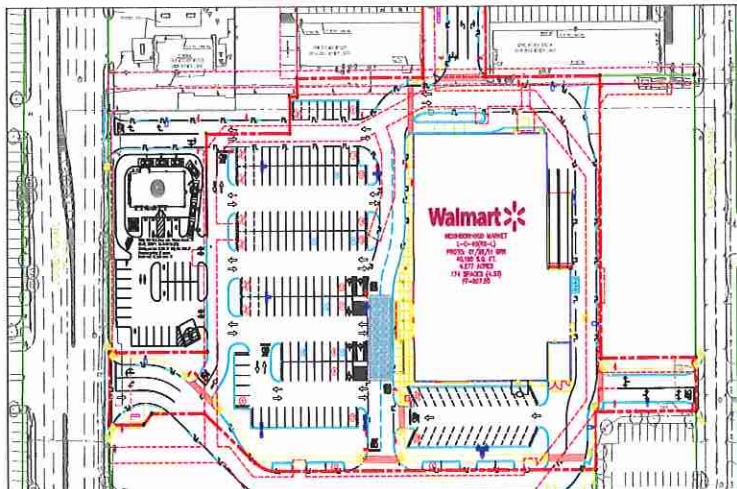
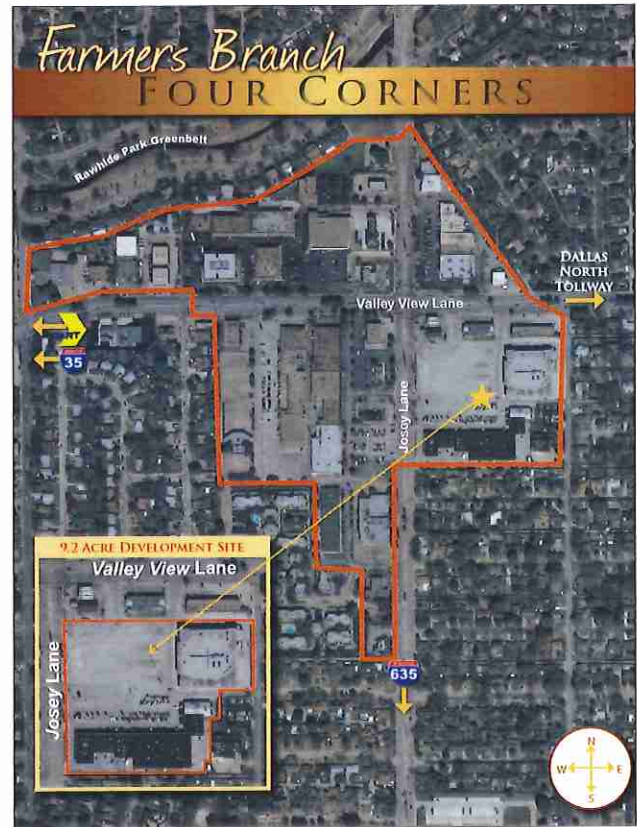
DALLAS/FORT WORTH INTERNATIONAL AIRPORT

Dallas/Fort Worth International Airport consists of over 18,000 acres of land. DFW International Airport has over 5,200 acres of commercial land available for commercial uses and open spaces. DFW International Airport was interested in determining the viability of commercial development on the land outside the terminal. Catalyst was awarded a three year contract and has completed Market Analysis and Trade Area Research.



# Four Corners- Farmers Branch, Texas

Project Contact: John Land, Director of Economic Development



## Project Details:

Approximately 17 acres

Scope/Services  
Retail Market Analysis and Implementation

Cost \$30,000

2012 - 2013

## Project Outline

Catalyst was engaged by the city of Farmers Branch to determine the viability of the property acquired and determine the appropriate mix of uses.

## Process

Catalyst completed a retail market analysis which showed a significant amount of retail demand which aligned with several grocers, including Walmart.

## Status

Catalyst coordinated with the city of Farmers Branch to issue a RFP for the project in 2010. The project has since been approved by Walmart with construction to commence Q3 2011.



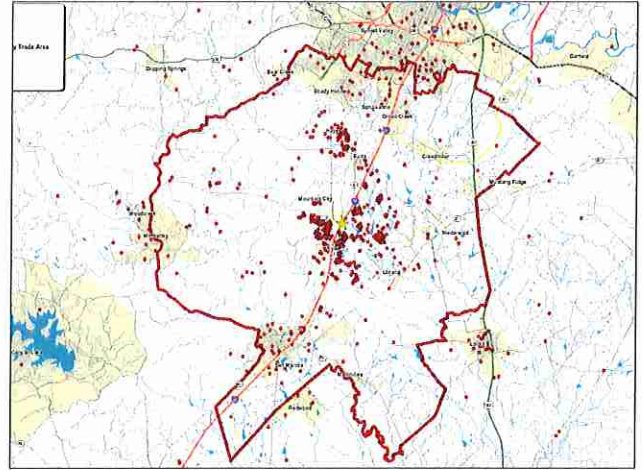
**FARMERS  
BRANCH**

Farmers Branch, Texas is located within Dallas/Fort Worth. The Four Corners Area is located at the intersection of Josey and Valley View Lane and includes existing retail and commercial uses. The Four Corners Area has above market vacancy and below market rents. This area had undergone significant studies without progress. Farmers Branch had an opportunity to acquire 9 acres of distressed commercial for redevelopment as a catalyst project.



# Kyle, Texas

Project Contact: Dianna Blank, EDC Director



Site Details  
City of Kyle

Scope/Services  
Retail  
Merchandising  
Plan and  
Implementation

Cost  
\$35,000+  
Annual  
Implementation

2012 - 2013

**Challenge**  
The city of Kyle, Texas was pursuing a retail strategy to help differentiate itself among the S. Austin and San Marcos markets as well as activate several established developments.

Catalyst was engaged to identify market capacity and develop a strategic retail plan to harness local opportunity and stimulate commercial.

**Results**  
Catalyst completed a plan which identified huge unmet demand from workforce, commuter and residential. New tenants include Walmart, Ross, Firestone, and Dickey's.



- Over 250 operators identified
- Created framework for private investment
- Identified gap in previously unknown opportunity
- Over 19 operators procured since 2009 and over 38 active prospects



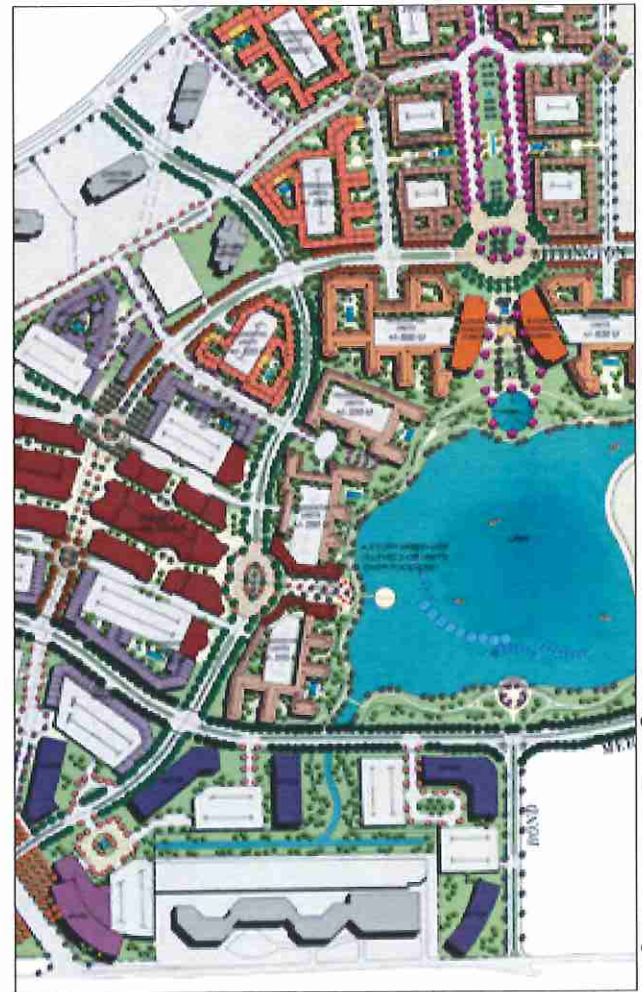
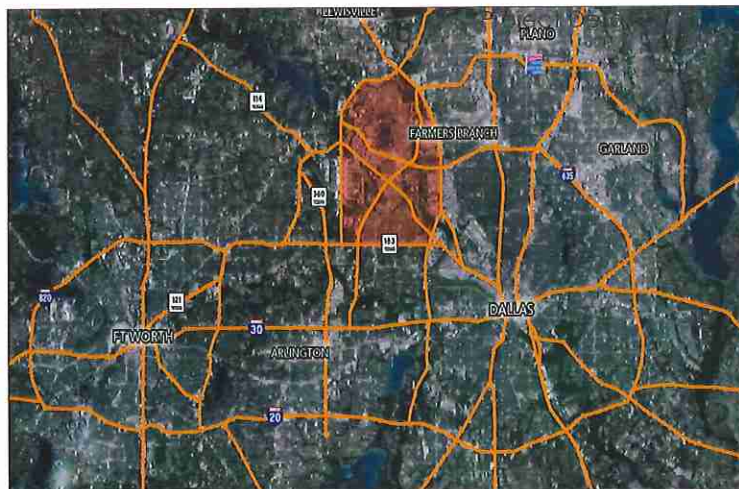


Image: Architects Orange



**Project Details:**

- Approximately 1,200 acres
- Scope/Services Residential and Industrial Analysis
- Cost \$30,000
- Completed: 2013

**Project Outline**

Catalyst was engaged by the city of Farmers Branch to determine the highest and best use for Mercer Crossing, a 1,200 acre development in Farmers Branch, Texas

**Process**

Catalyst completed a residential and industrial market analysis which showed varying demand for both uses.

**Status**

Catalyst coordinated with the city of Farmers Branch to conduct a feasibility analysis on commercial versus mixed use, including cost of services and highest and best use.



**FARMERS BRANCH**

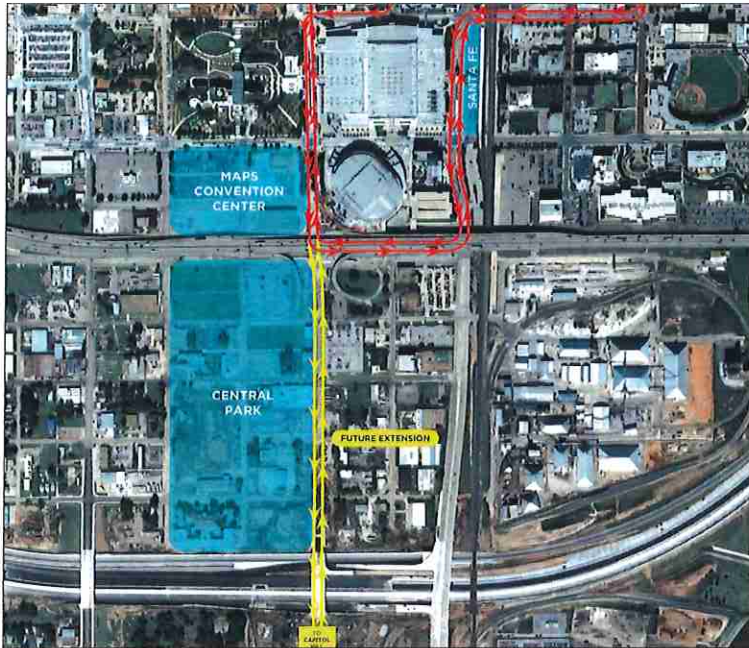
Farmers Branch, Texas is located within Dallas/Fort Worth. The site, located at the northwest corner of I-635 and I-35E, is part of a 1,200-acre Mercer Crossing development, which has existing office and residential buildings. The property also sits near the LBJ Express Project.



# MAPS 3 - OKLAHOMA CITY, OK



## Residential - Office - Retail - Market Analysis



Site Details  
Appx. 75 sq blocks

Scope/Services  
Market Analysis

Total Project Cost  
\$300K+

Date: 2012 - 2013

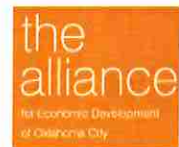


### Challenge

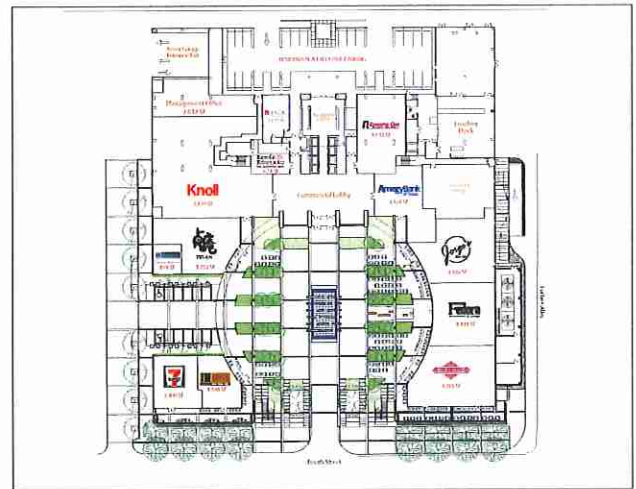
Core to Shore is a MAPS3 project located in Oklahoma City. The MAPS3 project consists of a 70-acre world-class urban park, rail-based streetcar system, downtown convention center, office, residential, and mixed-retail.

### Results

Catalyst completed a Market Analysis to determine capacity for retail, residential, office and entertainment as well as induced demand from Maps 3 Investments. This project included updating the 2011 Residential Study and collaboration with other consultants. Results included the identification of capacity for multi-family, single-family, retail and office capacity and absorption for a ten year period to develop the Tax Increment Finance (TIF) model and establish catalyst sites.







**Site Details**  
Appx. 16 sq blocks

**Scope/Services**  
Retail Merchandising Plan and Implementation

**Cost**  
\$125M

Completed 2007-2008

**Challenge**  
The Dallas Arts District is a 19-block, 68.4-acre neighborhood in the northeast part of Downtown Dallas that composes the largest arts district in the country. Anchoring the northernmost end of the district is One Arts Plaza, a \$95 million, 24-story multi-use structure combining residences (64 luxury condominiums), restaurants, cafes, offices and retail (35,000 square feet).

**Results**  
Jason Claunch, Principal of Catalyst, while Retail Director at Billingsley was responsible for overseeing retail merchandising and tenant selection for One Arts Plaza.



## ONE ARTS

- Over 200 operators identified
- Over 30,000 square feet of first class unique operators procured
- Created over \$7m in net new tax base during implementation process



## Neighborhood Unit: 06

### Representative Housing in Neighborhood Unit



### Description:

Neighborhood Unit 6 is located in North Central Plano. The median sales price is \$103/SF, which is a 9% positive change from the previous year. In comparison, the NU 6 sales price average are slightly higher than Plano and slightly lower than the DFW Metroplex.

### Neighborhood Unit Profile

Average Age in NU	1996
Housing Units in NU	1995
Average Number Sales/Year	88
Average Distressed Sales per Year	3
Number of Subdivisions in NU	19

### Neighborhood Unit Analysis

**Strengths:** Attractive gateways. Few screening walls. High quality fencing along gateways. Large greenbelt. Proximity to SH121.

**Weaknesses:** Subdivision lacks mature landscaping.

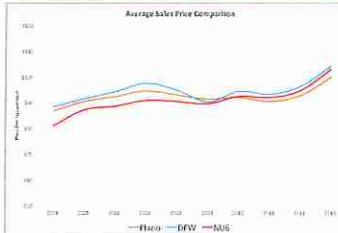
**Opportunities:** Easy to maintain attractive neighborhood.

**Threats:** More modern housing options for similar price range in communities in the region.

Year	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Typology	2	2	2	2	2	2	3	3	3	3
Median Sales Price	99	102	99	100	96	96	98	95	94	103
% Change in Sales Price/SF		4%	-3%	1%	-4%	1%	2%	-4%	-1%	9%

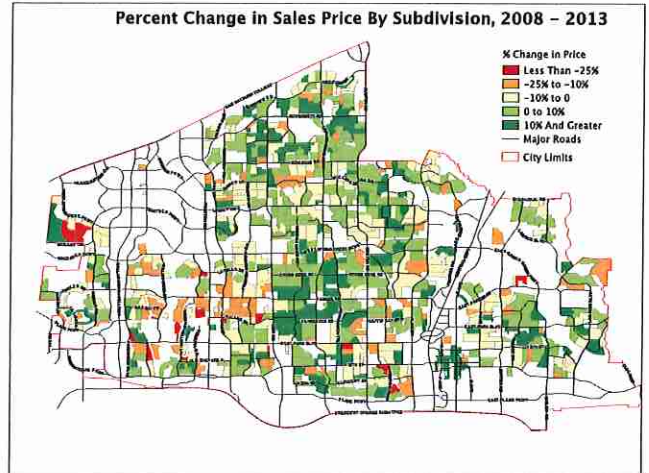


### Metrics



### Metrics

<b>Dive Through Appeal</b>	
Entryways	●●●●●
Screening Walls	●●●●●
Sidewalks	●●●●●
Streets	●●●●●
Light Fixtures/Signs	●●●●●
Trash/Graffiti	●●●●●
<b>Condition of Homes</b>	
Roof	●●●●●
Exterior Walls	●●●●●
Landscaping	●●●●●
Fence	●●●●●
Windows & Doors	●●●●●
<b>Retail Quality</b>	
Vacancy	●●●●●
Signage	●●●●●
Parking Lot	●●●●●
Amenities	●●●●●
Quality of Retail Services	●●●●●



Project Details  
Comprehensive  
Residential  
Strategy

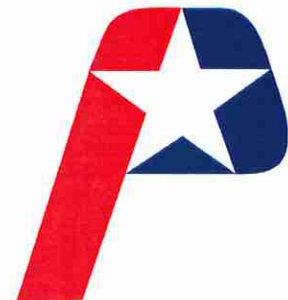
Scope/Services  
Residential  
Analysis;  
Rental Impact,  
Neighborhood  
Tool, Cost of  
Service & Funding

Cost  
\$135,000

Status:  
In process

## Project Outline

Catalyst evaluated Plano's residential housing stock to determine impacts on variable to home values. Plano has one of the strongest residential markets in the US. Plano engaged Catalyst to build effective measurement tools, and conduct a comprehensive analysis on Plano's neighborhoods to develop a residential vitality strategy.

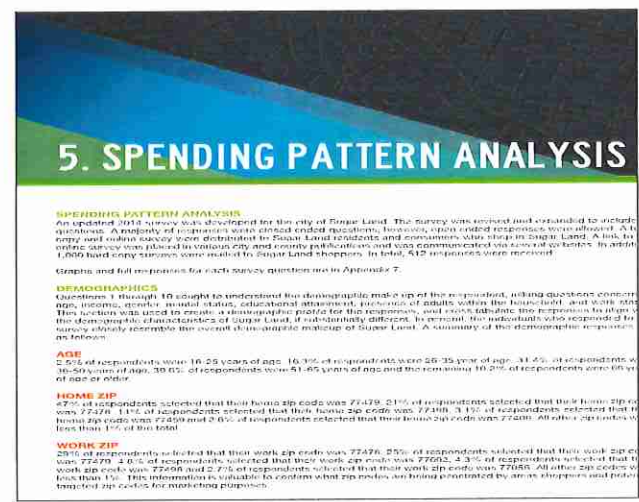
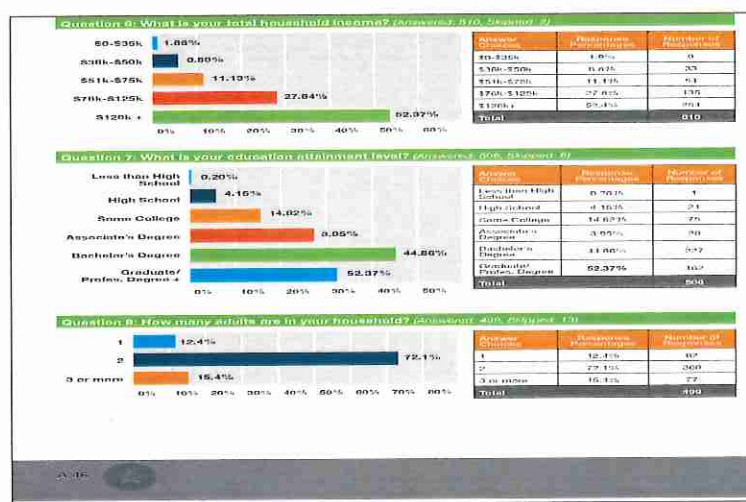
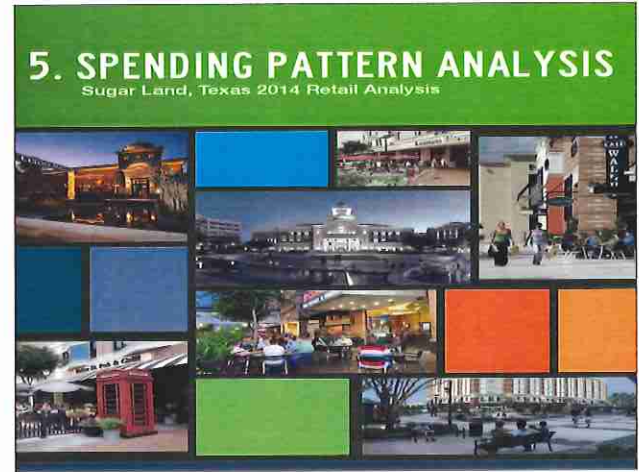
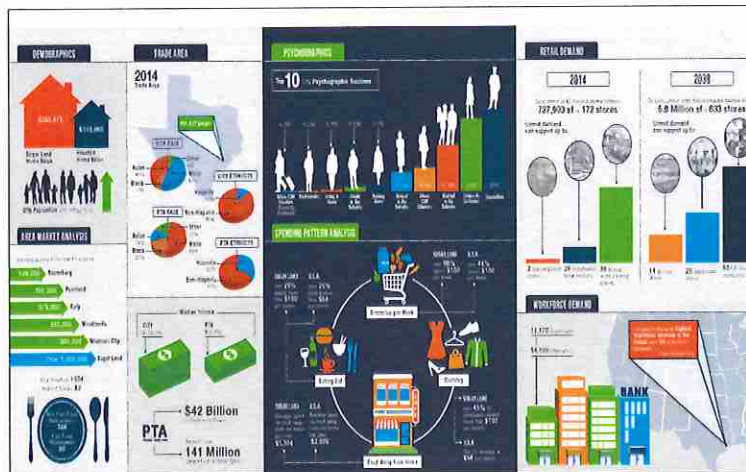




# Regional Market Analysis and Strategy - Sugar Land, Texas



Project Contact: Stephanie Russell, Business Retention Manager. russell@sugarlandtx.gov



## Challenge

Scope/Services  
Retail Strategy  
Update

The city of Sugar Land, Texas has a dynamic population and very limited greenfield sites along key corridors.

Cost  
\$60,750

Catalyst was engaged to complete an analysis on existing retail conditions, retail quality and consumer needs. Catalyst also added multiple components to the study including a spending pattern analysis and commercial workforce analysis.

2014

## Results

Catalyst completed the study and is positioning the results to prominent retailers as well as working with local consultants to support the comprehensive plan process.

- Over 35 tenant prospects were ID'd
- Created framework for private investment
- Identified over \$396M gap in previously unknown opportunity
- Created \$28M in new other general merchandise store demand



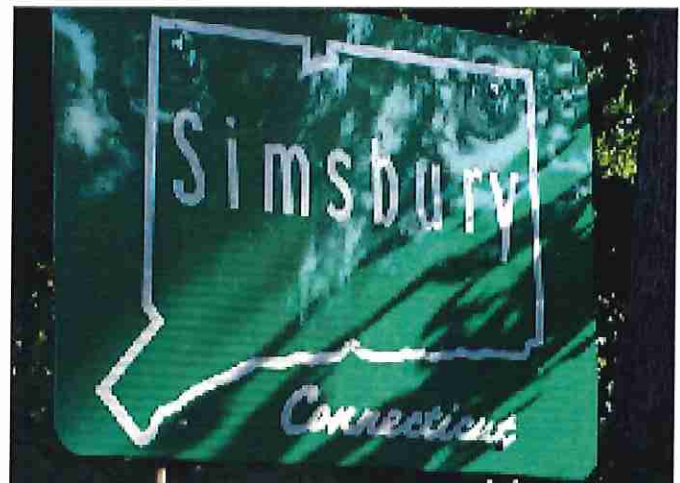
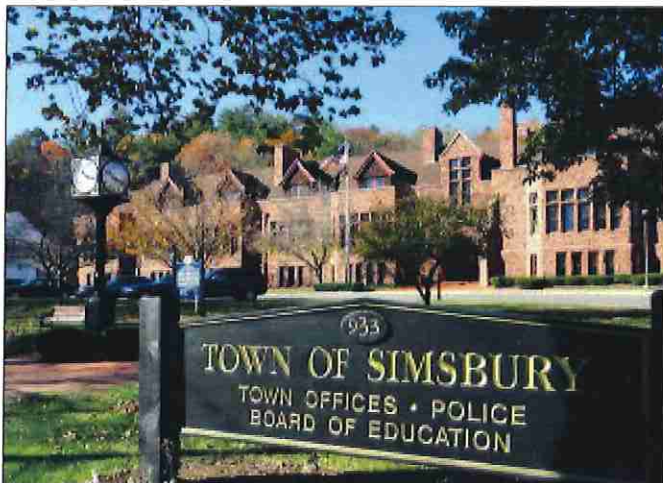


# Hartford Insurance Building- Simsbury, CT

Project Contact: Hiram Peck, Simsbury, CT



GATEWAYPLANNING  
A VIALTA GROUP PARTNER



## Project Details:

Approximately 170 total acres, with 638,000 SF building  
Scope/Services  
Retail Market Analysis

Cost  
\$175,000

Yr: 2013

## Project Outline

Catalyst completed a market analysis to underwrite the amount of retail, residential, multi-family and commercial to support rezoning and repositioning The Hartford facility in Simsbury, Ct (Hartford, Ct suburb). In addition, Catalyst worked with Gateway Planning to develop multiple redevelopment scenarios based upon local market demand.

## Status

Catalyst and Livable Plans and Codes assisted Gateway Planning to develop a form-based code, to supplement the present zoning ordinance and other local land development regulations that apply to the subject property of The Hartford insurance Company. The Town of Hartford is currently reviewing the code for final



The Hartford insurance Company (The Hartford) will be moving the personnel whose offices are currently in Simsbury to their other facilities in Hartford and Windsor, CT. The current 638,174 sq ft, 4 story office building located on 172 acres of property is being marketed to alternate users. The Town of Simsbury and The Hartford wanted a unique plan for the future use of the property which will benefit both The Hartford and the Town of Simsbury.





Site Details  
Appx. 1200 ac

Scope/Services  
Mixed use Market  
Analysis  
Residential Feasibility  
Retail Study

Cost  
\$80k~

Completed 2013 -

- Ph 1 Market Study
- Residential Market Analysis
- Retail Analysis

**Challenge**

Trinity Lakes is an east Fort Worth suburban development consisting of residential. The developer was seeking ways to introduce more sustainable and value add product. Through collective efforts, Catalyst worked with Gateway Planning and the developer in master planning the balance of the development with additional residential and commercial uses.

**Results**

Catalyst is supporting Gateway and the developer in integrating new residential product types as well as positioning new commercial to amenitize the neighborhood.

**TRINITY**  
LAKES

**GATEWAYPLANNING**  
A VIALTA GROUP PARTNER



## Economic Impact Analysis



Scope/Services  
Economic Impact  
Analysis

Total Project Cost  
\$1,000

Date: 2012 - 2013

### Challenge

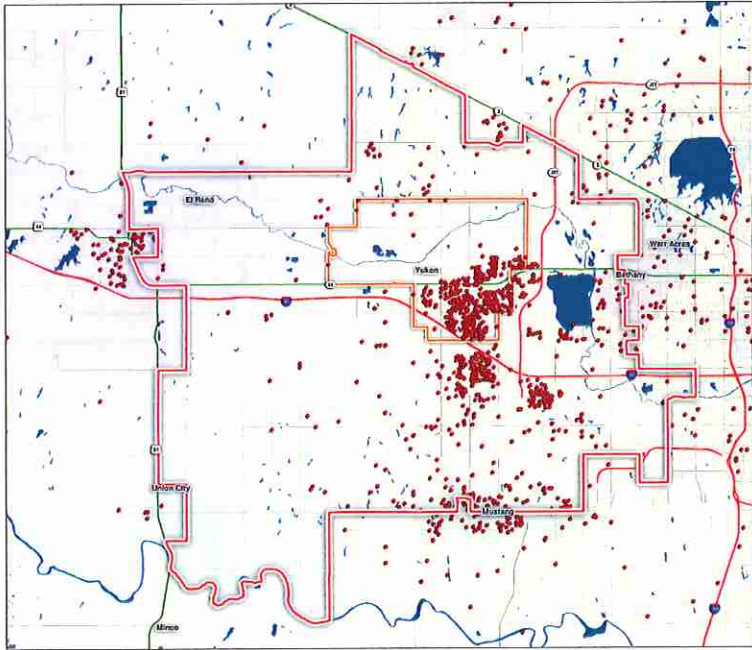
Von Maur was looking to open a location in Quail Springs Mall in north Oklahoma City. Von Maur had requested a sales tax incentive of \$2,000,000 over ten years.

### Results

Catalyst researched sales performance on behalf of Oklahoma City to justify giving Von Maur the incentive package. Catalyst determined it would be a low risk to Oklahoma City and the incentive package was approved.

# VON MAUR

## Trade Area Delineation



Scope/Services  
Trade Area  
Delineation

Total Project Cost  
\$10,000

Date: 2013

### Challenge

Catalyst was tasked with collecting customer samples to determine where retail customers lived in relation to their shopping patterns in Yukon.

### Results

Catalyst took customer samples from Walmart, Target, Chili's, Lowe's, and Integris Canadian Valley in Yukon. Catalyst then mapped all customer samples to delineate a custom trade area for each retailer.



## City of Colleyville, Texas

Client  
Marty Wieder  
Director of Economic Development  
City of Colleyville, Texas  
Phone: (817) 503-1060  
Email: mwieder@colleyville.com

## Scope of Work

2012 Retail Strategy and Merchandising Plan  
Traffic Counts, Aerial, Marketing & Recruitment  
2013 Medical Study  
2014 Major Employment Study  
2015 Comprehensive Plan (economic portion)

## Downtown Cedar Hill, Texas

Client  
Allison Thompson  
Director  
Cedar Hill EDC  
Phone: (972) 291-5132  
Email: allison.thompson@cedarhilltx.org

## Scope of Work

Redevelopment Strategy for city owned property  
Redevelopment Strategy Report  
2015 Recruit developers and restaurants

## Farmers Branch, Texas

Client  
John Land  
Director of Econ Dev and Tourism  
City of Farmers Branch, Texas  
Phone: (972) 919-2512  
Email: john.land@farmersbranch.info

## Scope of Work

Retail Strategy and Merchandising Plan  
2013 Land Use Analysis  
2014 Recruitment  
2015 Multi-family capacity analysis  
2015 Economic Impact and land use study

## DFW International Airport

Client  
John Terrell  
VP Commercial Development  
DFW International Airport  
Phone: (972) 973-4650  
Email: jterrell@dfwairport.com

## Scope of Work

Retail Market Analysis for Southgate Plaza  
Retail Market Analysis for Founders Plaza  
Retail Market Analysis for Coppell  
Beltline Station TOD Analysis

# References

## Red Oak, Texas

Client  
Todd Fuller  
Assistant City Manager  
City of Red Oak, Texas  
Phone: (972) 617-6831  
Email: tfuller@redoaktx.org

## Scope of Work

Retail Strategy and Merchandising Plan  
TIRZ Analysis  
2012 - 2015 Retail Recruitment  
Traffic Count Study  
Marketing Materials

## Rogers, Arkansas

Client  
Scott Polikov  
President  
Gateway Planning  
Phone: (817) 348-9500  
Email: scott@gatewayplanning.com

## Scope of Work

Regional Market Analysis  
ID Key Development Opportunities  
Benchmarking of Peer Communities  
Action Plan focused on Key Opportunities  
Merchandising Plan

## Kyle, Texas

Client  
Dianna Blank  
City of Kyle, Texas  
Phone: (512) 262-3926  
Email: diana@cityofkyle.com

## Scope of Work

Retail Strategy and Merchandising Plan  
Traffic Counts  
Aerial Map  
Marketing Material  
2012 -2015 Retail Recruitment  
Economic Impact Analysis (Theater)

## Stafford, Texas

Client  
Charles Russell  
City Engineer/EDC Coordinator  
City of Stafford  
Phone: (281) 261-3920  
Email: crussell@cityofstafford.com

## Scope of Work

Retail Strategy and Merchandising Plan  
Aerial Map  
Marketing Material  
Retail Recruitment  
Incentive analysis  
Retail Development Standards

# References

## Boerne, Texas

## Scope of Work

Client

Retail Strategy and Merchandising Plan

Dan Rogers

2015 Downtown Study

President/CEO

Custom Marketing Material

Kendall County EDC

2015 Email Recruitment

Phone: (830) 331-9070

2015 Infographic

Email: danr@kendallcountyedc.com

## Sugar Land, Texas

## Scope of Work

Client

Comprehensive Retail Strategy Update

Stephanie Russell

Aerial Map

Business Retention Manager

Retail Indicators and Land Use Analysis

City of Sugar Land

2015 Recruitment Extension

Phone: (281) 275-2322

2015 ICSC Representation

Email: srussell@sugarlandtx.gov

## Richardson, Texas

## Scope of Work

Client

Retail Strategy and Merchandising Plan Citywide and for 3 Corridors

Sue Walker

Aerial Map

Vice President

Marketing Material

Richardson EDP

Retail Recruitment

Phone: (972) 792-2806

2012-2016 Retail Recruitment

Email: sue@telecomcorridor.com

## Downtown Bastrop, Texas

## Scope of Work

Client

Background information and Plan Review

Melissa McCollum

Market Analysis Report

Director

Stakeholder/Property Owner Meetings

Planning and Development Dept

Market Study

Phone: (512) 332-8840

Draft Evaluation

Email: mmccollum@cityofbastrop.org

## Timing

# Proposed Timeline



## Pricing



## Pricing Form

Apopka Initiative

Task

Pricing

### Phase 1

1. Market Assessment	
1.1 Kick-off (includes travel)	\$2,300
1.2 Census of retail	\$3,960
1.3 Merchant Matrix <sup>TM</sup>	\$3,168
1.4 Major Employment	\$2,528
1.5 Traffic Analysis	\$1,630
1.6 Market Assessment Summary and Presentation (includes travel)	\$4,250
2. Trade Area Delineation	
2.1 Primary and Secondary Trade Area	\$3,053
2.2 Secondary Trade Area	\$1,353
3. Market Analysis	
3.1 Retail Demand	\$2,740
<b>Phase 1 Subtotal</b>	<b>\$24,980</b>

### Proposed Phase 2

4. Competitive Analysis and peer benchmarking	
4.1 Competitive Analysis	\$2,250
4.2 Benchmarking	\$2,650
5. Property Analysis	
5.1 Individual Property Analysis	\$3,370
6. Tenant Identification	
6.1 Tenant Analytics	\$14,000
<b>Phase 2 Subtotal</b>	<b>\$22,270</b>

### Optional Recruitment

7. Implementation/Recruitment	
7.1 Annual Recruitment	\$26,000
<b>Phase 3 Subtotal</b>	<b>\$26,000</b>

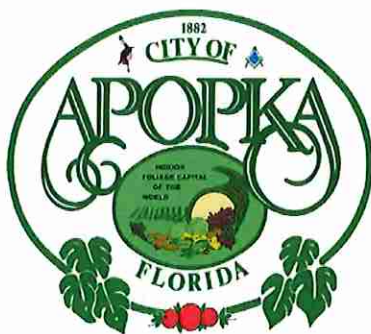
Total Estimate (not including ordinary out of pocket expenses)	\$73,250
Reimbursable Expenses (not to exceed)	\$2,938
Total estimated Budget	\$76,180





Request for Proposal Response

# RETAIL RECRUITMENT STRATEGY SOLUTION AND MARKET ANALYSIS



Prepared by: Cody Gunstenson  
RFP Due Date: January 4, 2016



## COVER LETTER

Thank you for allowing Buxton the opportunity to discuss your retail development needs with you. As our proposal demonstrates, we can offer Apopka, FL a comprehensive solution that will improve both the efficiency and effectiveness of your community's retail development efforts. Our solution will assist you in preparing and implementing business recruitment strategies while addressing the following business objectives:

- ✓ Realize recruitment and attraction of desirable retail and restaurant businesses to serve an underutilized and rapidly growing retail market
- ✓ Provide analysis on the current status of retail in Apopka, including land use, space allocation, vacancies, lease/rental rates, current retail mix and planned developments. Reports will emphasize a community-wide perspective, as well as three (3) major commercial nodes within the city:
  - Town Center
  - Kelly Park Road/Wekiva Parkway
  - New Market (new Florida Hospital area)
- ✓ Report on the current status of retail in the Greater Apopka area
- ✓ Identify actual spending habits of those already living in or shopping in the area
- ✓ Provide selection of potential retailers that meet the demand of the market as well as the City's vision to showcase distinct, eclectic, innovative retailers that provide an unparalleled and unique shopping experience
- ✓ Provide extensive list of target retailers
- ✓ Include marketing materials and/or business attraction strategies that can be used by Apopka to draw their interest to the city

Buxton's approach to retail recruitment is unparalleled in the industry in that we are not commercial real estate brokers. Buxton is a true third-party, unbiased market research firm that specializes in retail development. Our proprietary retailer match process leverages our two decades of site selection and predictive analytics experience for thousands of retailers. Buxton's team of retail experts identifies the right retailers for you to recruit and then acts as a partner to you throughout the implementation phase.

This approach is a key component of our clients' success. Rather than outsourcing the brokering process and circumventing local brokerage networks, we empower our clients with the validation they need to present a convincing case to retailers. We have a demonstrated record of delivering high quality, reliable solutions with an unparalleled level of support and service. All of us at Buxton are confident that we are the company that can provide the solution that will meet Apopka, FL's needs.

Thank you again for your consideration and we look forward to working with you.

Sincerely,

Cody Gunstenson, *Director of Sales*

2651 South Polaris Drive

Fort Worth, Texas 76137

(e) [cgunstenson@buxtonco.com](mailto:cgunstenson@buxtonco.com)

(p) 817.332.3681

(f) 817.332.3686



## SUMMARY OF QUALIFICATIONS

Since our founding in 1994, Buxton has been a leading force in retail site selection and development and has served more than 3,000 clients across the country and the globe. We are recognized for creating solutions that provide results. Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets, but soon realized that the company's expertise in retail site and market analysis could also be leveraged to benefit communities desiring retail expansion.



More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique site requirements of retailers, developers, and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection, and recruitment. Our clients benefit from our unique understanding of retail site selection from the retailer's point of view.

- **Grow Your Community.** Create new, permanent jobs that will satisfy your citizens' desire to shop at home, retain dollars currently spent outside of your community, and maximize revenue growth to fund city services.
- **Leverage Buxton's Retail Industry Expertise.** Establish credibility with decision makers by providing factual evidence to support your sites and gain a competitive position by leveraging our experience:
  - 3000+ total clients, including retail, restaurant, and healthcare clients
  - 700+ public sector clients nationwide
  - 35+ million square feet of retail space recruited
  - 500+ cumulative years of retail management and economic development experience
- **Access Your Buxton Solution with Ease.** Utilize your best-in-class retail recruitment solution via SCOUT with the touch of a button from any mobile device. Get the insights and answers to your retail recruitment and site analysis questions and have the big picture in the palm of your hand.
- **Develop a Long-Term Partnership.** You will receive personal guidance and ongoing insight into key industry topics.

Buxton is headquartered in Fort Worth, TX with a total workforce of 100+ employees and real estate experience totaling more than 500 years. Our company history reflects the innovative and customer-centric philosophy ingrained in our culture. We are truly the leader in consumer analytics and we look forward to more industry-defining breakthroughs in the years ahead.

## BUXTON DIFFERENTIATORS

### **Buxton Strategic Relationships**

Buxton is engaged in an agreement with the one of the largest credit card companies in the world. Buxton's customer analytics have the ability to incorporate aggregated and de-identified data to help you enhance your location and customer intelligence.

### **Best-in-Class Capabilities**

Buxton relies on its best-in-class data and technology to provide the best possible experience for all of our clients. Buxton manages ninety (90) terabytes of data maintained in-house with more than 250 national databases. Our best-in-class data sources allow us to solve the most complex questions in the retail and healthcare industries today. Our continual advances in technology, data, and methodology, including our SCOUT platform, have allowed us to outpace and out-think our competition and have kept us at the leading edge of big data analytics. Our best-in-class data and technology also provide us with unparalleled ability to scale our business and solutions to meet our clients' ever-changing needs and to answer their most challenging business questions.

#### DATA SET INCLUDES:

- |  |                                      |                               |
|--|--------------------------------------|-------------------------------|
| - 250 databases  | - 7,500 data elements                | - Lifestyle characteristics   |
| - Granularity to the household-level with 115 million households | - 90 terabytes of transactional data | - 14 million business records |
| - Up to 8 individuals per household                              | - Demographics                       | - 70+ business data elements  |
|  | - Psychographics                     |                               |

### **SCOUT**

The most technologically advanced, simple-to-use, data visualization tool in the market, SCOUT, is used by executives to execute real estate, marketing, and operational strategies and to answer complex business questions. SCOUT is web-based, extremely easy-to-use, and is accessible on any computer or iPad/tablet with an Internet connection. SCOUT provides your team with access to your unique deliverables, both in the field and in the office, to conduct demographic reporting with the click of a mouse or a touch of a finger on an iPad/tablet.

### **Customer Service**

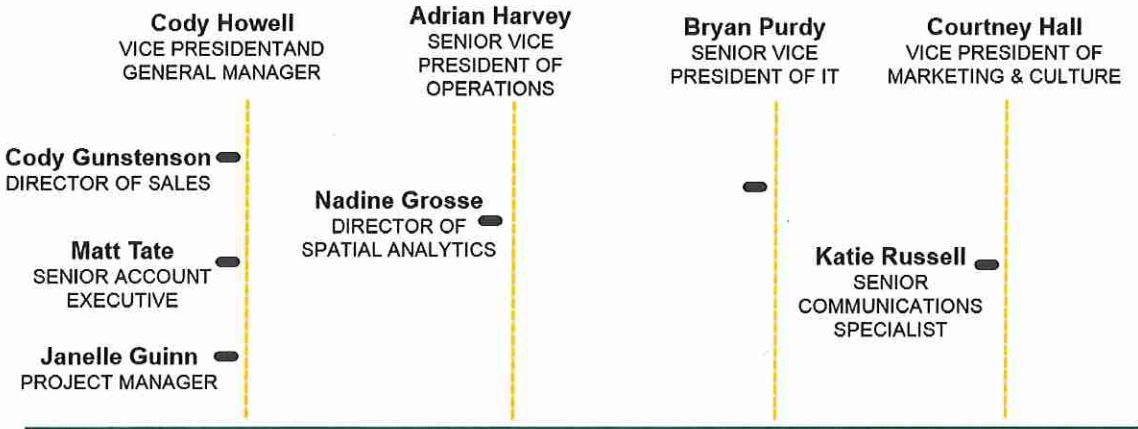
There are a number of things that differentiate Buxton from its competition, but we are proudest of our service to our clients. We are committed to exceeding your expectations and helping you optimize your organization. As a Buxton client you will constantly be impressed by our attention to detail, our responsiveness, and our never-ending drive to assist you. Our number one goal is to ensure you are beyond satisfied with our solutions and that we are able to solve your most pressing and important business questions. First and foremost, at the heart of our company's culture resides a spirit of unparalleled service to our clients. We take pride in our "whatever it takes" attitude and in making you, our client, successful. We go the extra mile to take care of our clients and to ensure their business needs are proactively met.



# KEY PERSONNEL

Once you have engaged Buxton to work with you, a project team will be assigned to guide you through the entire process—from initial data collection to final presentation of the results. This team consists of:

- Senior Account Executive, who will serve as your **primary source of communication** during the project: Matt Tate (e) [mtate@buxtonco.com](mailto:mtate@buxtonco.com) (p) 817.332.4112 (f) 817.332.3686
- Professionals with backgrounds as retail executives and economic development practitioners, who will address your unique challenges and help maximize your opportunities



Team members for your project will include Buxton personnel with strong retail and economic development backgrounds as well as those from operations. All team members can be reached at 817.332.3681



**Cody Howell**, Vice President and General Manager of CommunityID  
[chowell@buxtonco.com](mailto:chowell@buxtonco.com)

As Vice President and General Manager of Buxton's public sector division, Cody leads Buxton's expert consulting team. He advises municipalities on retail economic development and planning initiatives, helping to shape growth strategies for client municipalities nationwide. Previously, Cody held positions in Buxton's account management division, where he acted as a strategic partner helping retail clients maximize the benefits of Buxton's services. He has acted as an advisor to retailers such as Craftworks Restaurants, Foot Locker, and Trader Joe's.



**Cody Gunstenson**, Director of Sales, CommunityID  
[cgunstenson@buxton.com](mailto:cgunstenson@buxton.com)

As a Director of Sales for Buxton's public sector division, Cody advises municipalities on economic development and planning initiatives through community analytics. He assists communities across the United States in identifying retail and economic development potential. Cody holds a bachelor's degree in agricultural economics from Texas A&M University.



**Matt Tate**, Senior Account Executive, CommunityID

[mtate@buxtonco.com](mailto:mtate@buxtonco.com)

As a Senior Account Executive in Buxton's public sector division, Matt guides communities through the process of implementing and maximizing Buxton's services. He is a helpful resource for communities across the United States, ensuring that they have the resources and training they need to achieve their retail economic development goals. Before joining Buxton's public sector division, Matt was an account executive in our private sector division, assisting retail and healthcare clients with site assessment and marketing initiatives. He holds a Bachelor of Arts in Mass Communications/Media Studies from Harding University.



**Janelle Guinn**, Project Manager, CommunityID

[jguinn@buxtonco.com](mailto:jguinn@buxtonco.com)

As a project manager in Buxton's public sector division, Janelle guides communities through the process of implementing and maximizing Buxton's services. She is a helpful resource for communities across the United States, ensuring that they have the resources and training they need to achieve their retail economic development goals. Before joining Buxton, Janelle was a project manager for OSM Global and brings over ten years of management experience in various roles. She holds a Bachelor of Science in Business Administration from Northwestern State University of Louisiana.



**Adrian Harvey**, Senior Vice President of Operations

[aharvey@buxtonco.com](mailto:aharvey@buxtonco.com)

As SVP of Operations, Adrian Harvey oversees all of operations, including the analytics and data integration divisions. He is responsible for the development, integration, and application of all of Buxton's solutions.

Adrian began his career at Buxton in 2009 as a research analyst and has held numerous analytical and leadership roles within the organization. He earned a bachelor's degree in entrepreneurial management as well as a master's degree in decision science from the University of North Texas.



**Nadine Grosse**, Director of Spatial Analytics

[ngrosse@buxtonco.com](mailto:ngrosse@buxtonco.com)

Nadine Grosse joined Buxton as an analyst in 2005 and is now the director of spatial analytics, overseeing many aspects of modeling and the thorough and accurate completion of client market studies by Buxton's team of spatial analysts. Her scope includes standardizing market studies and U.S. potential processes, increasing the quality of client deliverables, managing projects, and serving as a liaison between analysts and the sales team.

Nadine earned her Bachelor of Science in Interdisciplinary Studies in Earth/Life Science and her Master of Science in Geographic Information Systems, both from University of North Texas where she is now a guest lecturer in related classes.





**Bryan Purdy**, *Senior Vice President of Information Technology*

[bpurdy@buxtonco.com](mailto:bpurdy@buxtonco.com)

Bryan Purdy is Senior Vice President of Information Technology at Buxton. In this role, he is responsible for the operations of the entire IT department as well as the evolution of Buxton's proprietary analytics platform, SCOUT. Purdy has been with Buxton for 10 years and has led many of the company's strategic IT initiatives.

Before joining Buxton, Bryan worked for TXU/CapGemini Energy as an application developer. He has a Bachelor of Business Administration degree with a concentration in Management Information Systems from the University of Oklahoma.



**Courtney Hall**, *Vice President of Marketing & Culture*

[chall@buxtonco.com](mailto:chall@buxtonco.com)

Courtney Hall is the vice president of marketing & culture at Buxton and manages the company's marketing presence across its retail, healthcare and public sector divisions. Within the public sector division, she works with clients to publicize the proactive ways local governments are building their retail networks and helping to grow local businesses. Additionally, she manages Buxton's relationships with industry associations such as the International City/County Management Association, the Alliance for Innovation and state municipal leagues.

Before joining Buxton, Courtney worked in the advertising industry as an account executive and media buyer. She holds a bachelor's degree in marketing from Texas Tech University.



**Katie Russell**, *Senior Communications Specialist*

[krussell@buxtonco.com](mailto:krussell@buxtonco.com)

Katie Russell is a senior communications specialist at Buxton and supports the company's public relations and content development efforts. She works closely with Buxton's public sector division to announce new partnerships; profile client successes through videos, articles and case studies; produce educational workshops and webinars; and publish Buxton's Competitive Community newsletter.

Katie holds a Bachelor of Business Administration in Marketing from Texas Christian University.



## BUXTON REFERENCES

### **Celina, TX**

Corbett Howard, Economic  
Development President  
corbett.howard@americogroup.com  
214-282-0732

### **Caribou, ME**

Ausfin Bleess, City Manager  
citymanager@cariboumaine.org  
(207) 493-3324

### **Rochelle, IL**

Peggy Friday, Director /CEO  
Rochelle Area Chamber of  
Commerce  
pfriday@rochelleil.us  
(815) 562-4189

### **Kingsport, TN**

Jeff Fleming, City Manager  
jefffleming@kingsporttn.gov  
(423) 229-9381

### **Palm Springs, CA**

Cathy Van Horn, Economic  
Development Administrator  
cathy.vanhorn@palmspringsca.gov  
(760) 323-8175

### **North Augusta, SC**

Todd Glover, City  
Administrator  
tglover@northaugusta.net  
(803) 441-4202

## EXPERIENCE/SIMILAR CLIENT LIST

Buxton has worked with more than 700 public sector clients nationwide. The majority of projects had a total cost between \$150,000 and \$160,000, and all were completed within agreed upon timelines as stated in their respective partnership agreements.

Buxton clients similar to Apopka, FL include, but are not limited to:

### **South Bend, Indiana**

1200 County-City Building  
227 West Jefferson Blvd  
South Bend, IN 46601

### **North Richland Hills, Texas**

7301 N.E. Loop 820  
North Richland Hills, TX  
76180

### **North Augusta, South Carolina**

100 Georgia Avenue  
North Augusta, SC  
29861

Other Buxton public sector clients include, but are not limited to:

### **Tulsa, Oklahoma**

175 East 2nd Street  
Tulsa, OK  
74120

### **Pasadena, California**

100 North Garfield  
Pasadena, CA  
91109

### **Columbus, Georgia**

1200 6th Avenue  
Columbus, GA  
31902

### **Irving, Texas**

825 W. Irving Blvd.  
Irving, TX  
75060

### **Durango, Colorado**

1150A Main Avenue  
Durango, CO  
81301

### **Mount Holly, North Carolina**

400 East Central Avenue  
Mount Holly, NC 28120

## SCOPE OF SERVICES

Buxton is pleased to present this proposal to Apopka, FL. The purpose of this proposal is to outline and review your community development objectives and how Buxton's solutions will enhance your ability to effectively meet those objectives.

### **Apopka, FL's Objectives**

1. Realize recruitment and attraction of desirable retail and restaurant businesses to serve an underutilized and rapidly growing retail market.
2. Provide analysis on the current status of retail in Apopka, including land use, space allocation, vacancies, lease/rental rates, current retail mix and planned developments. Reports will emphasize a community-wide perspective, as well as three (3) major commercial nodes within the city:
  - a. Town Center
  - b. Kelly Park Road/Wekiva Parkway
  - c. New Market (new Florida Hospital area)
3. Define primary, secondary, and potentially tertiary trade areas.
4. Develop customer profiles, which include detailed demographics, lifestyle segmentation data, actual customer spending habits, and any other information deemed pertinent.
5. An analysis of the trade areas should be completed to identify new potential customers and additional market sales potential derived from the customer profile data and actual market supply and demand data.
6. Identify at least three (3) peer cities with similar customer profiles that have similar customer profiles and have a successful retail market to serve as potential models for a strategic retail development plan.
7. Develop a proposed retail development plan.
8. Create a marketing and recruitment strategy.
9. Report on all data sources used in the final deliverables and identify how the information can be obtained on an ongoing basis and at what additional cost, if any, to create future sample marketing packages.

### **Retail Recruitment and Retention Solution: Your Community Profile**

Our solution is a total marketing strategy that enables community leaders to understand the consumer profile of their residents and to identify specific retailers and restaurants who seek a market with household purchasing habits just like yours. This solution provides you with the ability to actively pursue identified retailers, making a compelling case for their expansion to Apopka, FL utilizing custom marketing packages that Buxton will create for you. You will have access to the same analytical information and insights retailers depend on today to make site selection decisions providing you with instant credibility and the ability to differentiate your community.

#### **Step 1 - Research Your Community**

Buxton uses over 250 consumer and business databases that are updated regularly and compares your potential sites to the universe of all competing sites operating in the U.S. We define your current retail situation and those in any neighboring communities that impact your retail environment.

#### **Step 2 – Define and Evaluate Your Trade Area**

Customers shop by convenience, measuring distance based on time, not mileage. We will conduct a custom drive-time analysis to determine your trade area using our proprietary



methodology and knowledge of individual retail client's actual trade areas. Your drive-time trade area will be provided to you as a map that accurately depicts your consumer shopping patterns.

### **Step 3 – Retail Leakage/Surplus Analysis**

The Retail Leakage/Surplus Analysis provides an estimate of retail dollars flowing in and out of the trade area. The two main components of this analysis are: 1) current sales (supply) by retail store type, in dollar amounts, and 2) estimated sales potential (demand) for retail store type, in dollar amounts. We first calculate a sales gap index that illustrates your ability to capture your residents' expenditures. The sales gap index provides a relative comparison of leakage/surplus and an estimate of the dollars that are being spent outside the trade area (leakage) and the amount of dollars coming in from outside the trade area (surplus).

### **Step 4 – Profile Your Trade Area's Residential Customers**

Your community profile will analyze all the households in your drive-time trade area. Based on more than 7,500 categories of lifestyles, purchase behaviors, the probability of consumers to shop online versus at brick and mortar stores, and media reading and viewing habits (psychographics), the households in your trade area are assessed to gain an understanding of the types of retailers that would be attracted to your site.

### **Step 5 – We Match Retailers and Restaurants to Market Potential**

Buxton will match the consumer profile of your community's trade area against the customer profiles of 5,000+ retailers in our proprietary database. We will identify the similarity between the two profiles analyzed using Buxton's proprietary retail matching algorithm to determine if your site presents an attractive opportunity for each retailer. We then qualify the list of matched results to verify that a retailer is currently operating or expanding, that they operate in similar sites, and that your site affords adequate buffer from competition and cannibalization to be realistically considered.

### **Step 6 – We Create Marketing Packages**

Buxton will assemble individualized marketing packages for up to twenty (20) targeted retailers and will notify each retailer's key real estate decision maker by letter that they have been qualified by Buxton as a potential viable fit for your site and should expect to be contacted by a representative of the city.

Your marketing packages will be delivered to you in SCOUT and include:

1. Map of the retail site and trade area
2. Map of retailer's potential customers
3. Retailer match report that compares the site's trade area characteristics and consumer profile with the retailer's sites in similar trade areas

#### **Solution Deliverables:**

- SCOUT Touch access
- Drive time trade area maps
- Retail site assessment
- Retailer specific marketing packages (for up to twenty (20) retailers)
- Mobile tablet device at completion pre-loaded with all findings

#### **Multi Year Deliverables:**

Year 2 & 3 of this agreement will include a Retail Recruitment model refresh, retail marketing packages, and full SCOUT and SCOUT Touch.

### Access and Use Your Retail Recruitment Solution via SCOUT Touch

Buxton's retail recruitment solution will allow you to actively recruit retailers to your community and support existing businesses with the push of a button in SCOUT Touch, providing you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is a web-based platform which is accessible on any Windows or iOS enabled device with an Internet connection and designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The retail recruitment solution includes one (1) mobile tablet device which will be provided at completion and will be pre-loaded with all key findings. This mobile tablet device, possession of Apopka, FL, is enabled with four (4) SCOUT users with the ability to **run demographic and trade area profile reports**, and view maps and other data elements.

**Identifying and quantifying the key variables which impact your community**, you will acquire insights from these findings that will provide you with a strong foundation from which to understand retail recruitment and business retention efforts. In Buxton's SCOUT Touch you will be able to:

- Identify retail matches
- Run variable reports
- View city limit maps
- Run healthcare reports
- Run demographic & consumer propensity reports
- See aerial view
- View physician intelligence
- Run comparable reports
- Run retail leakage/surplus reports





## SUPPORT

### SCOUT Technical Requirements

SCOUT can be accessed at the following URL: [www.buxtonco.com](http://www.buxtonco.com)

SCOUT is a web-based platform accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. An iPad Air 2 is suggested by Buxton to give you the best user experience. Android tablets are not supported by Buxton's Helpdesk. Minimum browser requirements are Internet Explorer 10, Safari 5, Chrome 21, or Firefox 14.

### Buxton's Helpdesk

(1-817-332-3681) is available during normal office hours (8:00 AM-5:30 PM CST, excluding weekends and public holidays). Buxton's Helpdesk team will be available to support all educational, functional, and technical inquiries and will respond to all requests within twenty-four (24) hours of submission.

Buxton's Helpdesk

Monday – Friday: 8:00 am – 5:30 pm CST

**1-817-332-3681**

## IMPLEMENT A RETAIL RECRUITING PLAN

The Buxton Account Management Team consists of a group of experienced retail and analytical professionals whose sole purpose is to help you drive success in your community's retail economic development efforts. To effectively initiate this project, we request that you provide the following:

### 1. Project Liaisons

Please designate a primary point of contact from your community to coordinate with the Buxton project team. This project team will serve as your day-to-day point of contact to ensure you are educated and informed as we are moving through the analytics process to determine which retailers are the best fit for your community.

### 2. Community Information and Reports

- Logo (vector file – request from your ad agency and/or printer)
- Addresses and descriptive information for the specified sites that will be evaluated
- List of planned retail, commercial or mixed use (either proposed or in development)
- List of major, national or regional retailers that have closed, left or moved from the community

### 3. Project Launch

A conference call with your representatives and the Buxton project team will officially launch the project. The project launch will occur when:

1. An agreement is executed
2. The initial payment is received, and
3. The community information and reports are received

Items to bolster the recruitment strategy will include:

- Provision of updated contacts for retailers
- Issuance of warm-up letters on your behalf to "break the ice" with retailers
- Attendance to conference calls with community and retailers, when available
- Continued monitoring of progress with retail outreach

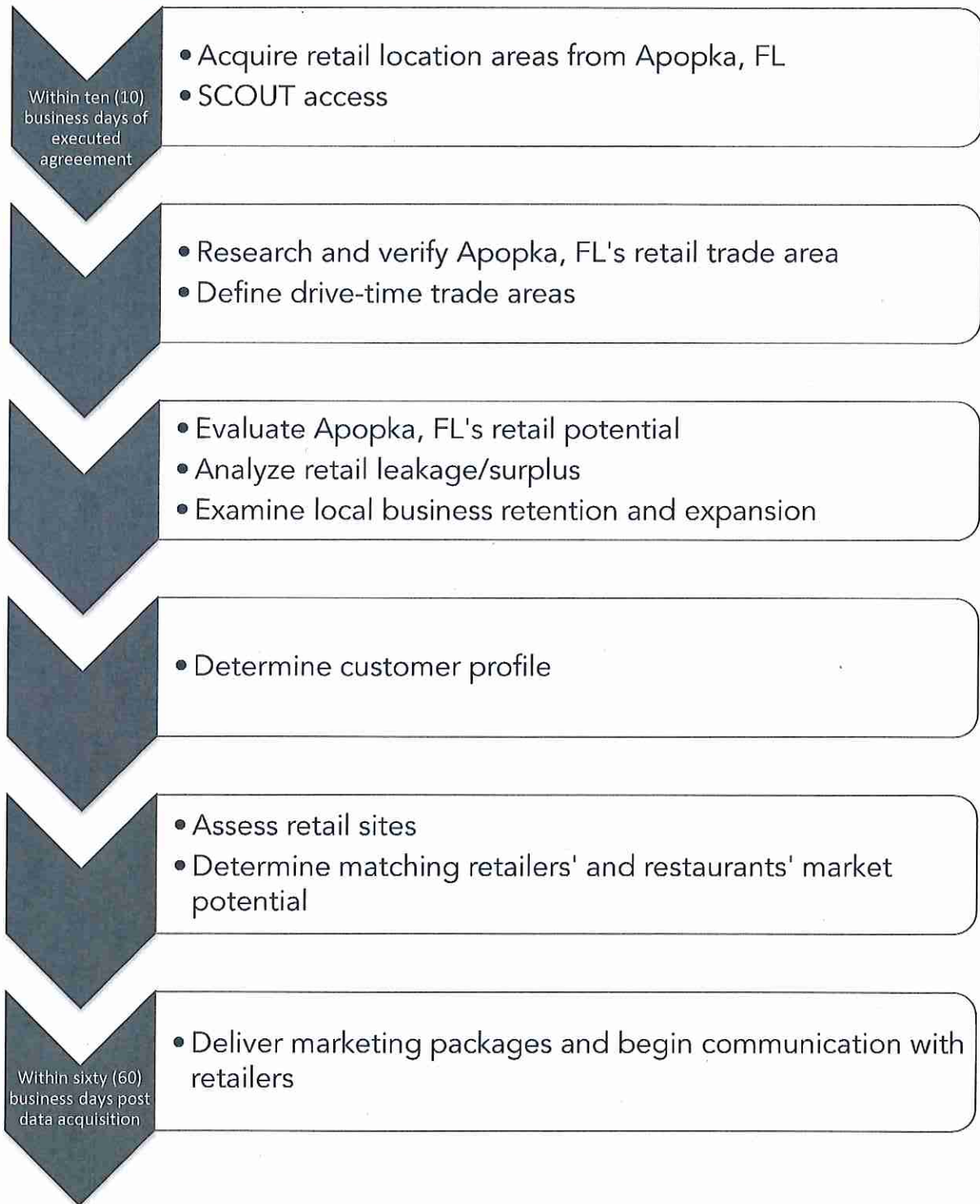
To ensure we deliver our analysis to you within the promised timeline, our Account Manager will be working directly with a dedicated Project Manager who oversees the smooth and timely development of all public sector client projects in our internal analytics departments.

The Buxton Account Management team is dedicated to your success and a world-class client experience and partnership.

Next Page: Project Schedule



## PROJECT SCHEDULE



# FEES AND TIMING

**Agreement Term** **Three (3) Years**

<b>Year 1 Fee</b> (50% invoiced upon execution of this agreement; 50% invoiced upon targeted retailer identification)	<b>\$50,000</b>
<b>Year 2 Fee</b> (Invoiced 1 <sup>st</sup> anniversary of this agreement)	<b>\$50,000</b>
<b>Year 3 Fee</b> (Invoiced 2 <sup>nd</sup> anniversary of this agreement)	<b>\$50,000</b>

**Delivery** **Apopka, FL will have access to retail match lists and marketing packages within sixty (60) business days of execution.**

Your SCOUT access will be enabled within ten (10) business days of the execution of this agreement. Apopka, FL will have access to retail match lists and marketing packages within sixty (60) business days of execution. The initial term of this agreement is for three (3) years with services invoiced annually. However, at any time during this initial 3-year term, Apopka, FL may cancel services for the following year by providing written notice to Buxton at least sixty (60) days in advance of a yearly renewal. If Apopka, FL cancels services prior to the expiration of the initial term, Apopka, FL will be invoiced 10% of the total remaining balance. All service fees associated with this agreement are due in net (10) days of the date of the invoice. Execution of this agreement will act as full consent that Buxton may include Apopka, FL on its client list and in presentations and public relations efforts. Additionally, Buxton may issue a press release announcing Apopka, FL as a client. When doing so, Buxton will not reveal information that is confidential and proprietary to Apopka, FL.

<b>Buxton</b>	<b>City of Apopka, FL</b>
Signature _____	Signature _____
Printed Name _____	Printed Name _____
Title _____ Date _____	Title _____ Date _____

Please provide us with a primary point of contact for invoice receipt.

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Please provide us with a primary point of contact.

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Preferred Method of Receipt:** Email **OR** U.S. Mail

# Anywhere, USA

*As A Location For*

# XYZ Retailer



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 Data. Source: Experian Marketing Services*





## Executive Summary

On behalf of the XYZ City, Buxton has conducted a study to determine the viability of a site as a potential location for XYZ Retailer. Buxton, based in Fort Worth, Texas, is a leading retail site location firm with clients including Red Wing Shoes, Sally Beauty Supply, GNC and Anthropologie, as well as many other national retailers and restaurants.

This report is intended to demonstrate the viability of Anywhere as a location for consideration by XYZ Retailer. Further, it is meant to serve as a foundation for discussion between representatives of the XYZ City and XYZ Retailer.

### Determination of Anywhere's Potential as a Location for XYZ Retailer

Buxton assessed five key groups of variables pertinent for retail site selection in markets where XYZ Retailer currently has locations and compared the results with characteristics present in the study site's retail trade area. This allows Buxton to qualify XYZ Retailer as a match.

The five groups of variables mentioned are as follows:

- **Customer Presence** - this metric identifies if there is a high presence of XYZ Retailer preferred customers living and working within the trade area.
- **Demographic** - highly specific demographic information pertaining to XYZ Retailer's concept is evaluated to ensure the best type of customer is present in the trade area.
- **Competitive Presence** - businesses of similar concept to XYZ Retailer are considered competitors and evaluated in terms of proximity and market share.
- **Area Draw** - proximity to factors within a marketplace known to cause increased traffic volumes are measured. These include but are not limited to Large Retail Centers, Healthcare Facilities, Universities, Schools, etc.
- **Accessibility** - the trade area and proposed retail site are evaluated for known road size, traffic volumes, and proximity to major thoroughfares.

Based on the results comparing the trade area of the potential site with XYZ Retailer's existing store network, this site is well situated to provide an opportunity for XYZ Retailer's expansion plans.

This report encapsulates the results of Buxton's analysis and details the potential for XYZ Retailer to establish a successful location in Anywhere.

For additional questions pertaining to the contents of this report, or for more information about the site analyzed, please contact:

**John Doe**  
City Manager- XYZ City  
817.123.4567  
jdoe@xyzcity.gov



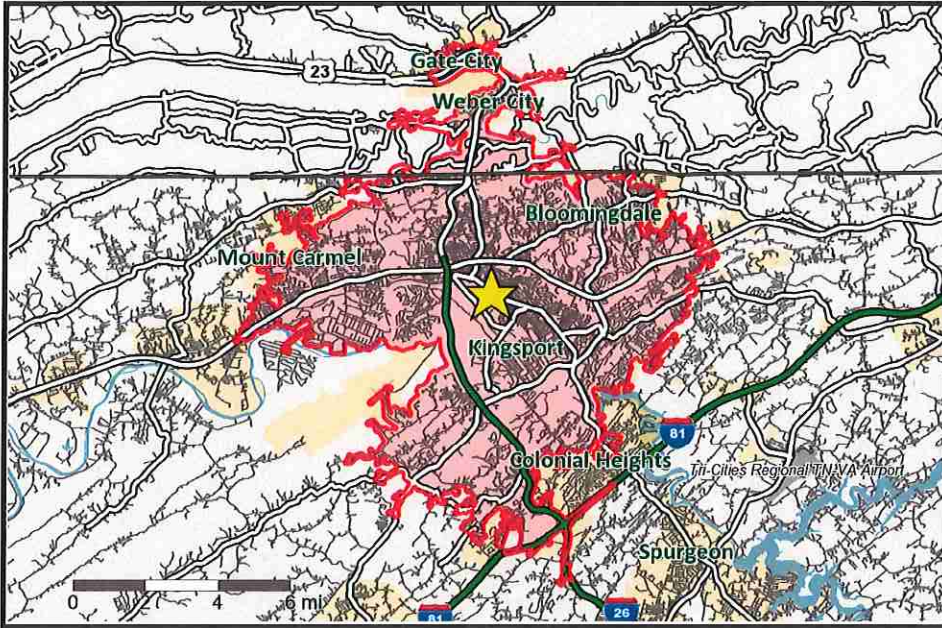
XYZ City

# XYZ Retailer

**Site Address:** 123 Main Street,  
Anywhere, USA

**Latitude:** 36.546748  
**Longitude:** -82.560034

**BUDS:** Suburban (3)  
**Trade Area:** 15 Minutes



## Trade Area Snapshot

**Population (Pop):** 70,939  
**Workplace Pop:** 47,325

**Households (HH):** 31,109  
**Median HH Income:** \$36,514

**Pop Growth ('00 - '10):** 1.8%  
**Proj Growth ('13 - '18):** 0.1%

**HH Growth ('00 - '10):** 2.9%  
**Proj Growth ('13 - '18):** 1.1%

**Median Age:** 43.8  
**Per Capita Income:** \$23,101

- ★ Proposed Retail Site
- 15 Minute Trade Area
- ★ Existing Location

## Proposed Site Scores

Address	City	State	Customer	Demographic	Competition	Area Draw	Accessibility
XYZ City	XYZ City	USA	102	87	118	108	119

## Scores Of Most Comparable XYZ Retailer Locations

Address	City	State	Customer	Demographic	Competition	Area Draw	Accessibility
1300 CENTRAL PARK BLVD	FREDERICKSBURG	VA	96	99	153	96	119
407 W COLISEUM BLVD	FORT WAYNE	IN	100	103	190	123	121
5300 RIVERSIDE DR	CLEVELAND	OH	97	94	161	97	88
5935 CANAL RD	VALLEY VIEW	OH	97	93	177	119	82
3220 MID AMERICA DR	COUNCIL BLUFFS	IA	99	93	105	88	72
5150 LIBERTY AVE	VERMILION	OH	97	96	90	107	125





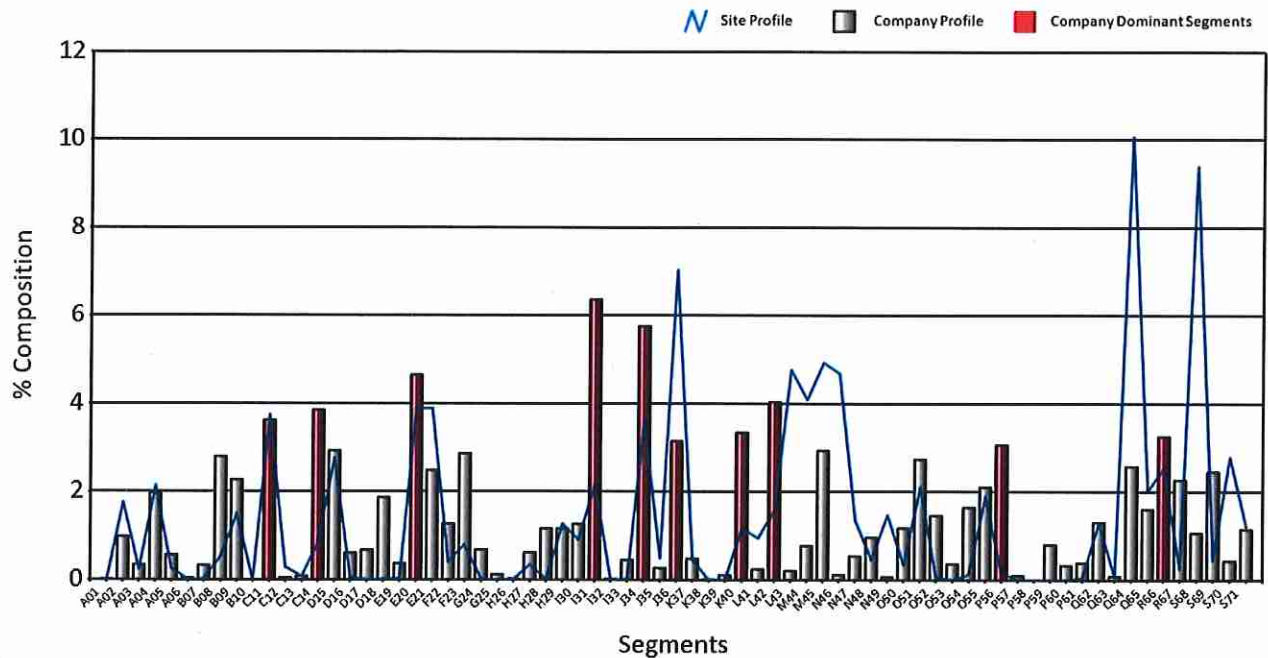
## Customer Psychographic Representation

Every US household is classified into one of 71 distinct segments described by that household's lifestyle and spending habits. Segments found within the potential site's trade area are compared to the segments found within the trade areas of XYZ Retailer locations of similar markets to the study site.

Any segment that represents at least 3 percent of a retailer's average profile is considered a dominant segment. These are the most represented households within the average XYZ Retailer trade area.

For more information regarding Mosaic Segmentation, please visit:  
[www.experian.com/marketing-services/consumer-segmentation.html](http://www.experian.com/marketing-services/consumer-segmentation.html)

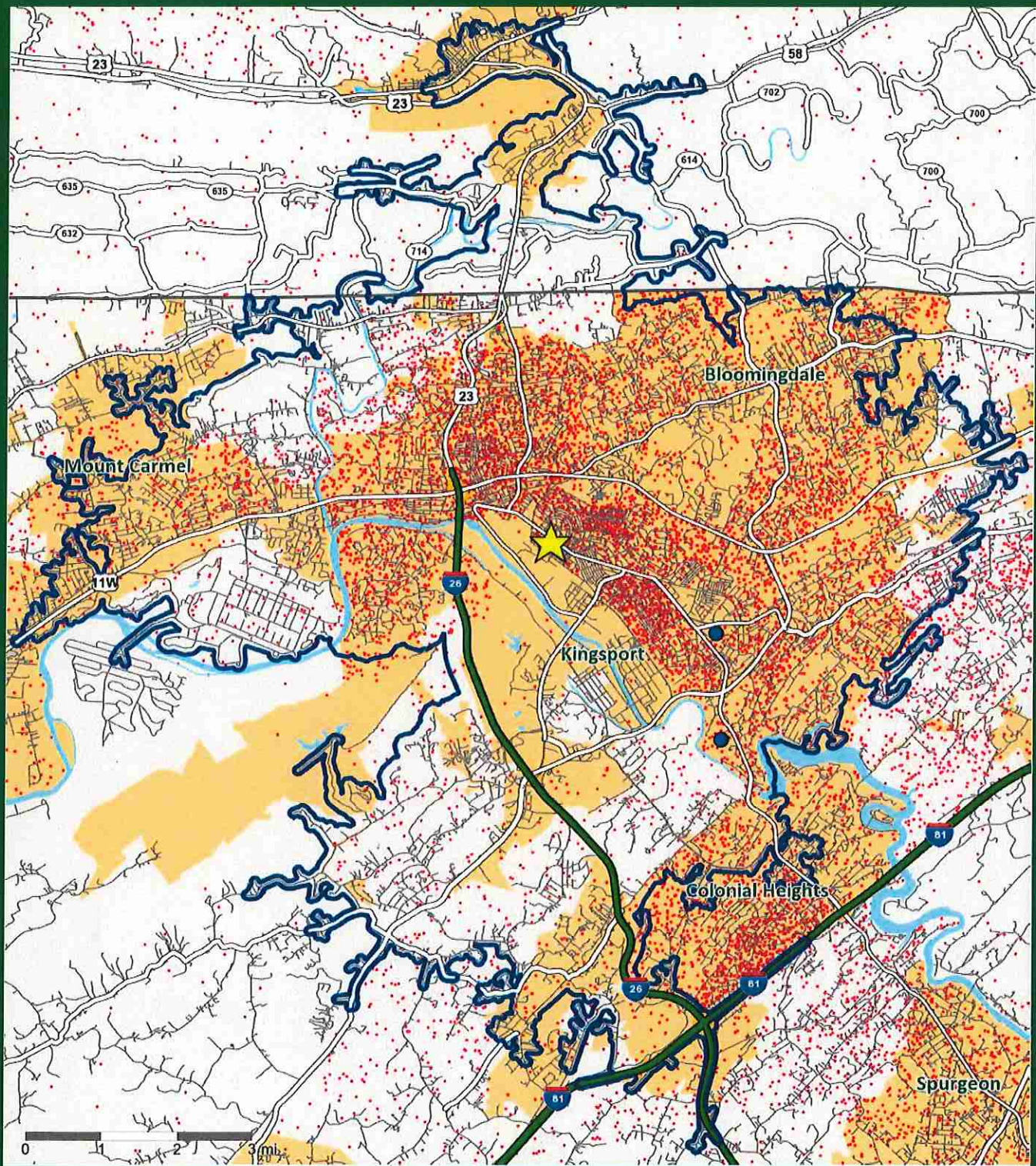
## Segmentation Profile (15 Minute Drive Time)



## Trade Area Comparison (15 Minute Drive Time)

	XYZ Retailer Average Trade Area	Anywhere, USA Site Trade Area
<b>Total Households</b>	86,838	31,109
<b>Total Population</b>	215,319	70,939
<b>Core Dominant Segments</b>	38,751	8,317





**Anywhere, USA: XYZ Retailer Dominant Segment Density**



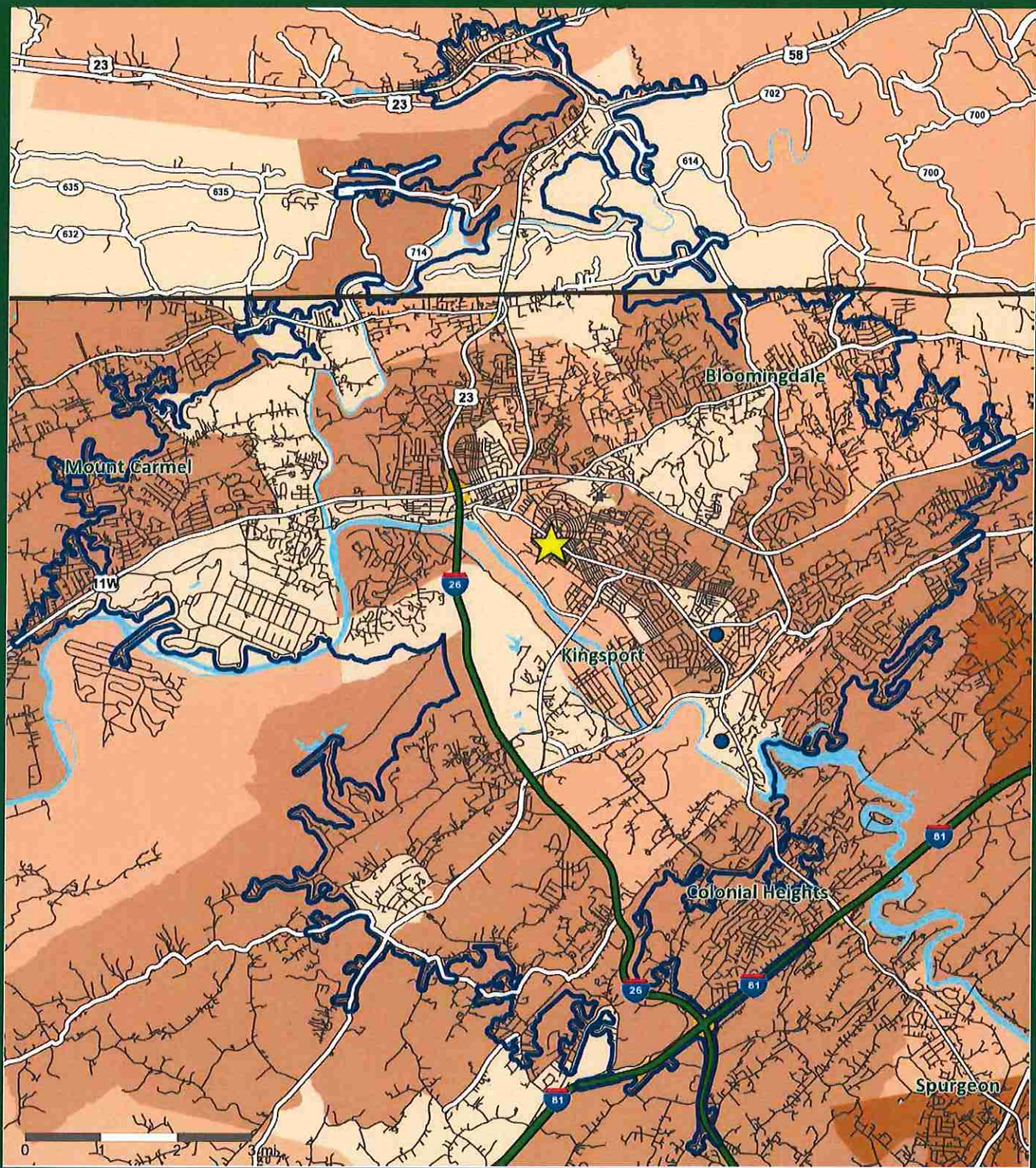
**Retail Centers**  
 GLA in thousands  
 ● 800+  
 ● 400 to 800

★ Proposed Retail Location  
 □ 15 Minute Trade Area

**Dominant Segment Households**  
 ● 1 Dot = 1 Household







Anywhere, USA: Population



**Retail Centers**  
GLA in thousands

- 800+
- 400 to 800

★ Proposed Retail Location

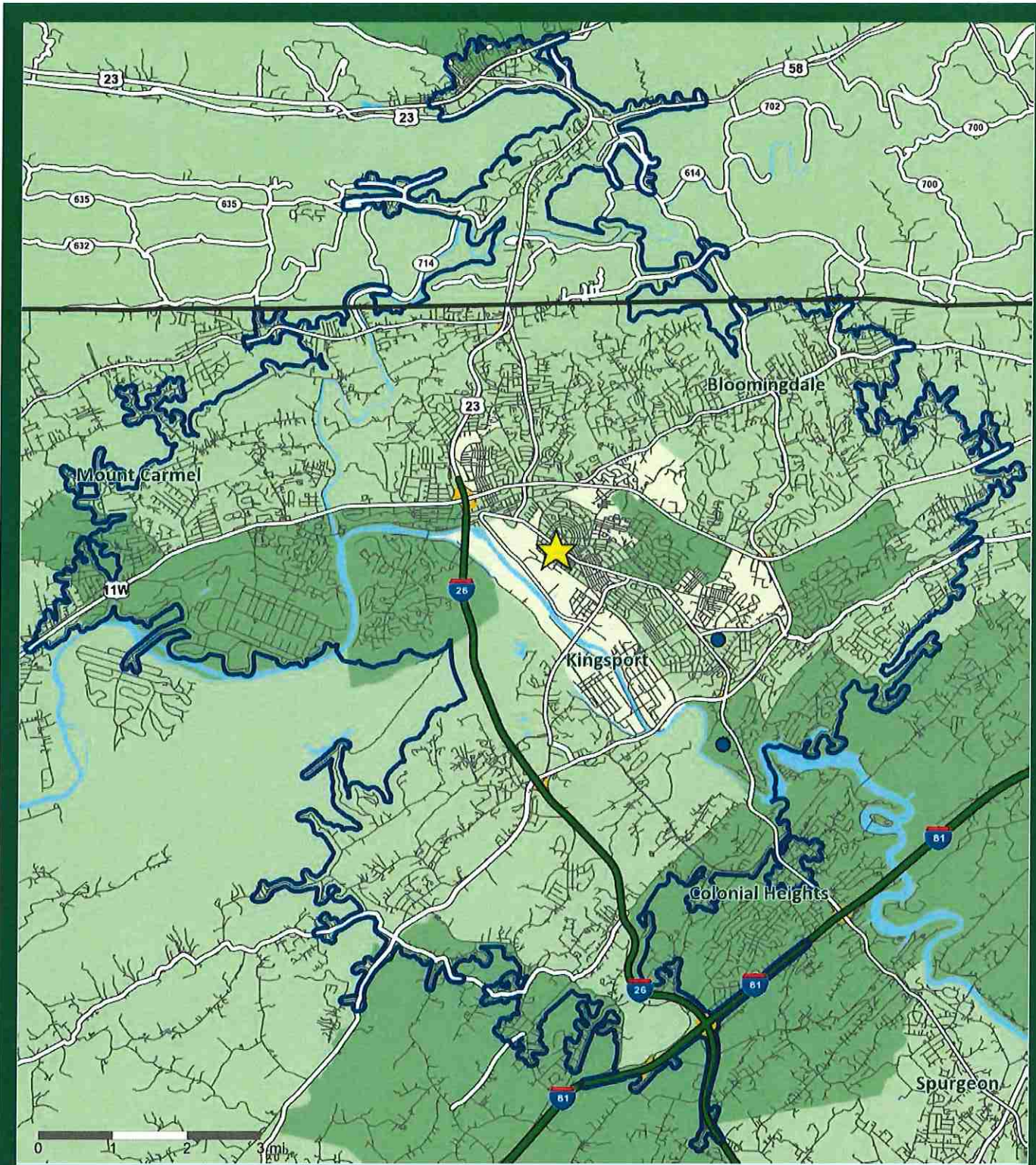
□ 15 Minute Trade Area

**Estimated Population (2013)**  
By Block Group

- 5,000 and Above
- 3,000 to 5,000
- 1,500 to 3,000
- 1,000 to 1,500
- 1,000 and Below







### Anywhere, USA: Household Income



**Retail Centers**  
 GLA in thousands  
 ● 800+  
 ● 400 to 800

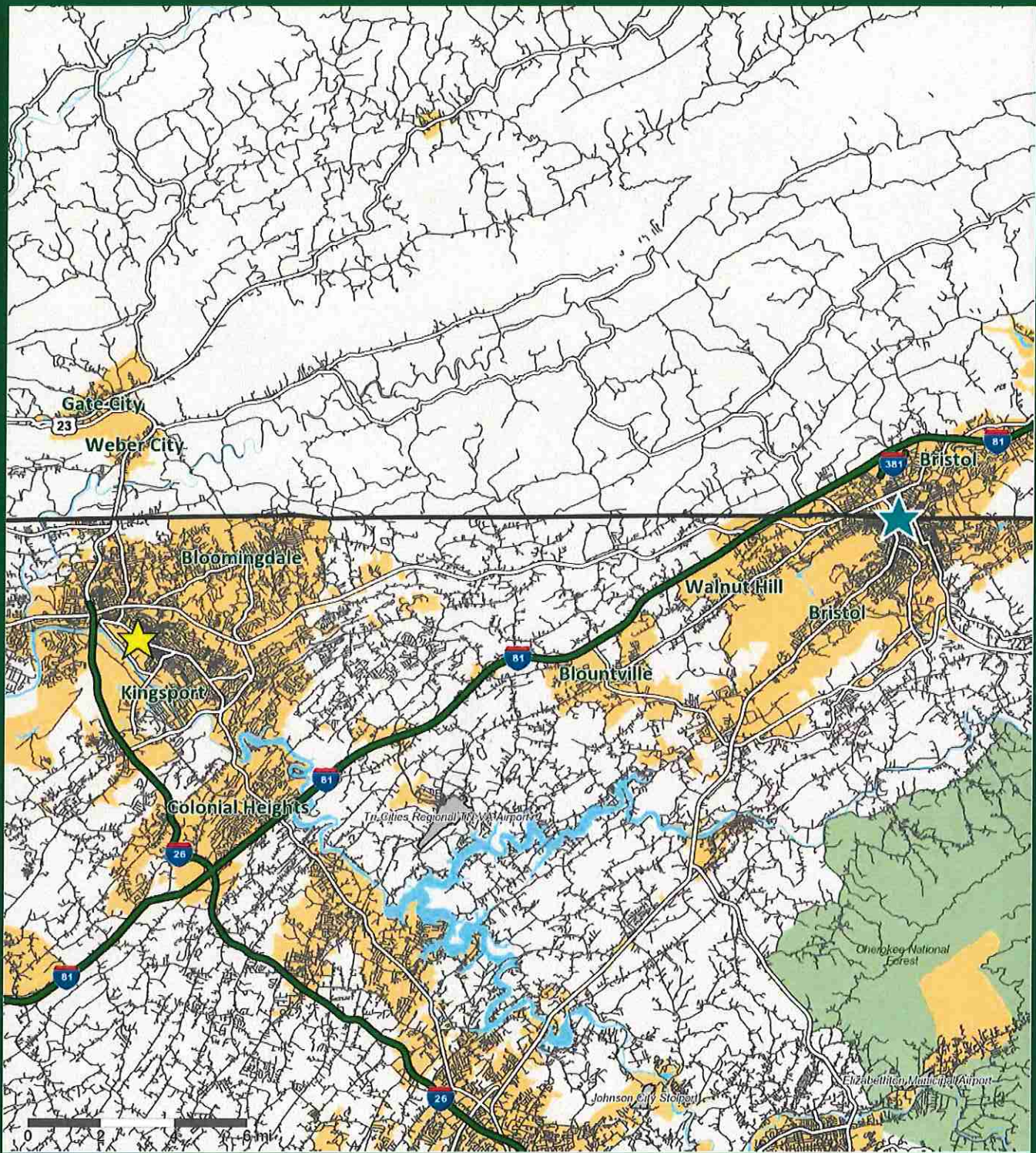
★ Proposed Retail Location  
 □ 15 Minute Trade Area

**Median Household Income**  
 By Block Group

Dark Green	\$200,000 and Above
Medium Green	\$100,000 to \$200,000
Light Green	\$50,000 to \$100,000
Very Light Green	\$25,000 to \$50,000
White	\$25,000 and Below





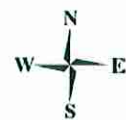


**Anywhere, USA: Nearest Existing XYZ Retailer**

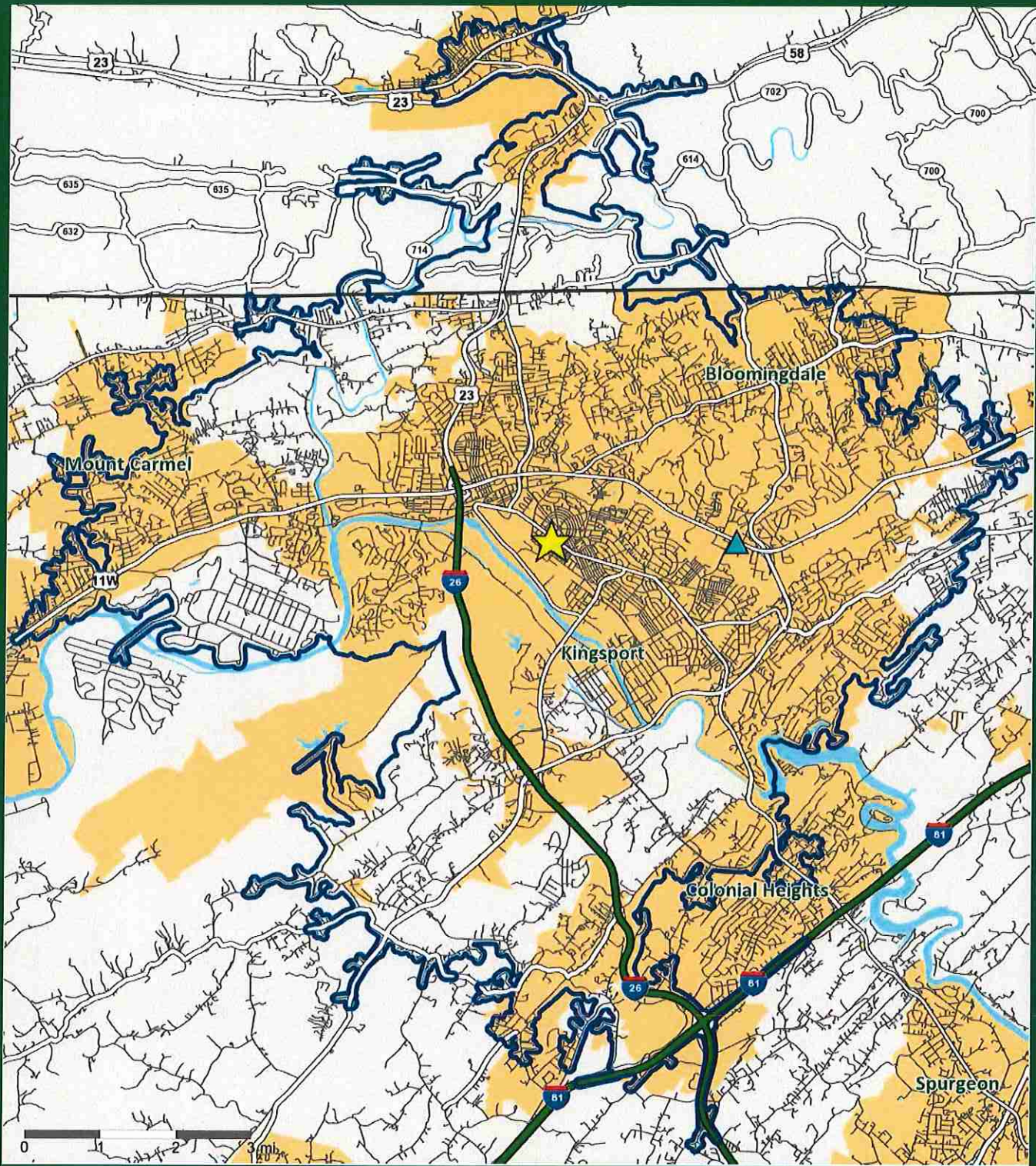


-  Proposed Retail Location
-  Nearest Existing Location
-  Other Existing Location

**Nearest Existing:**  
 629 STATE ST,  
 BRISTOL, VA 42401  
 27.4 miles (drive distance)







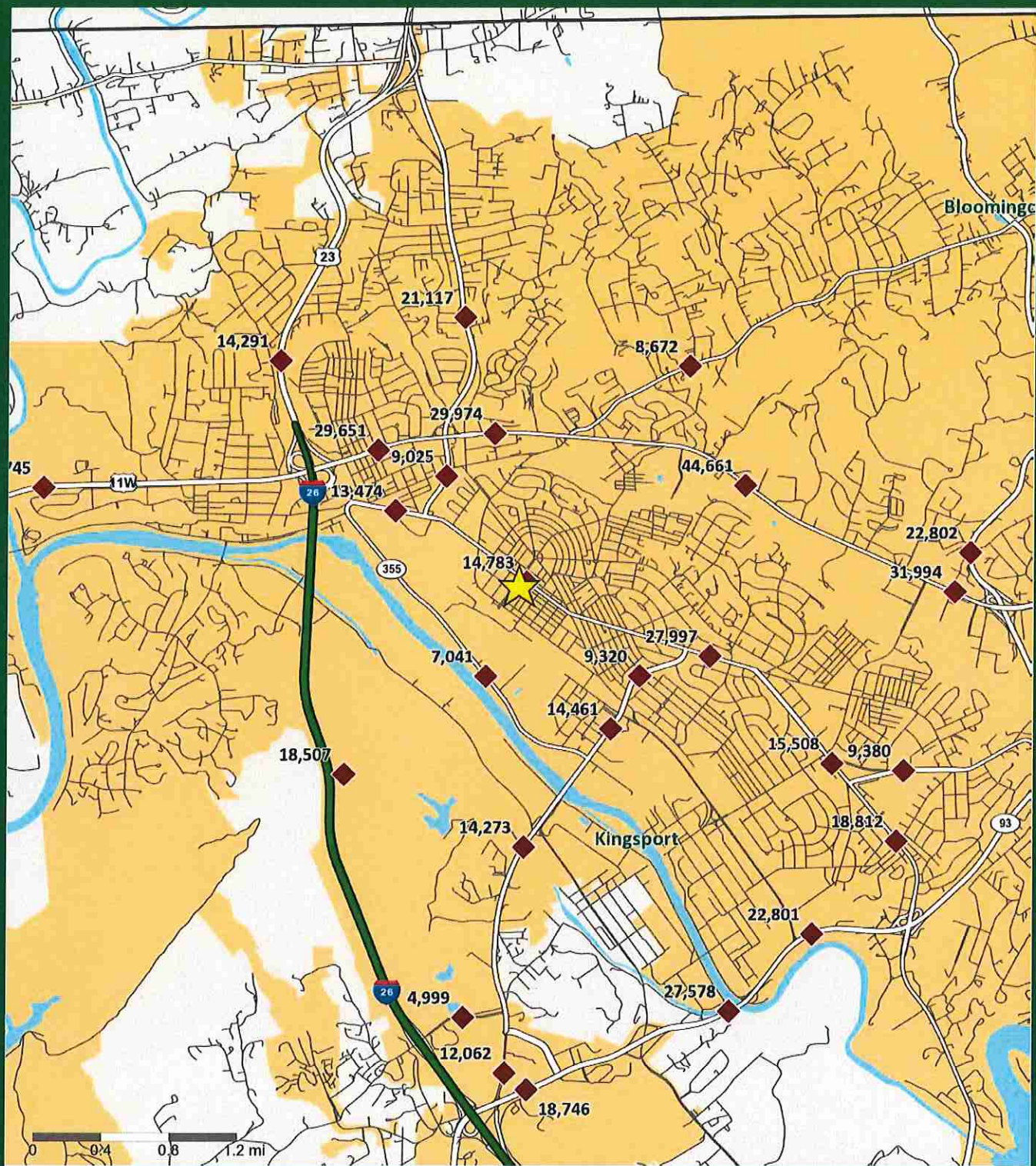
**Anywhere, USA: XYZ Retailer Competition**



- ★ Proposed Retail Location
- 15 Minute Trade Area
- ★ Existing Location
- ▲ Competitor 1
- Competitor 2
- Competitor 3







Anywhere, USA: Traffic Counts



★ Proposed Retail Location

◆ Average Daily Traffic Volume





## Contact Information

For further inquiry on the real estate opportunity for XYZ Retailer at this site location, please contact:

**John Doe**  
City Manager- XYZ City  
817.123.4567  
jdoe@xyzcity.gov

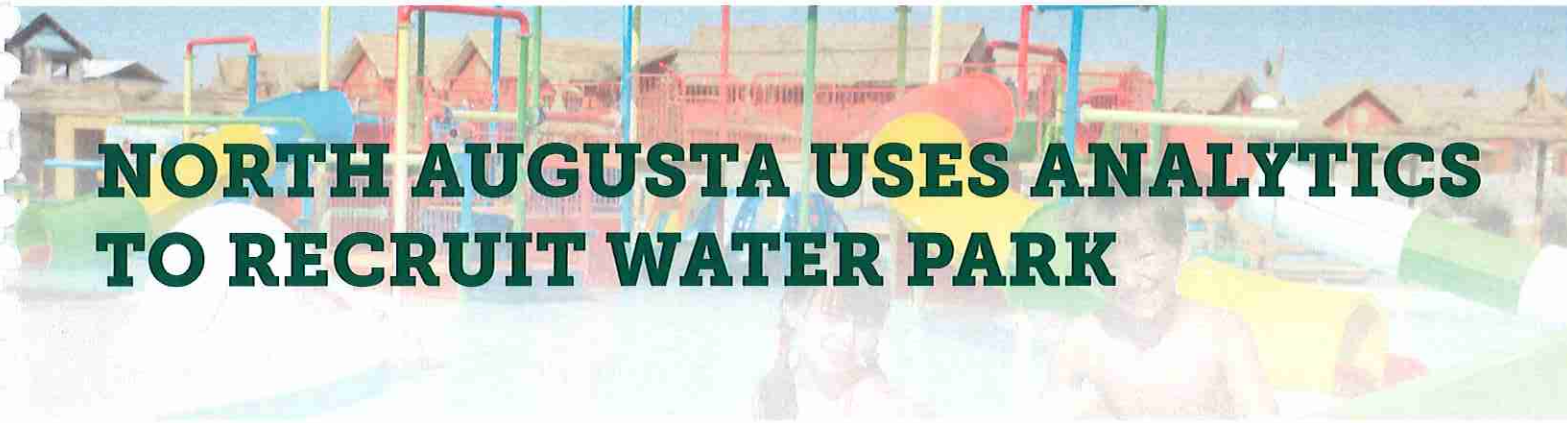
## About Buxton

Buxton is the industry leader in customer analytics. The company advises its clients on real estate and marketing strategies based on 250+ databases combined with clients' customer data. Buxton helps businesses understand who their customers are, where their customers are located, and the value each customer brings to the organization. More than 3,000 clients in the retail, healthcare, CPG, private equity, and public sectors have relied on Buxton's insights to guide their growth strategies. The company is privately held and offers solutions in the United States, Canada, and 26 other countries.

For further inquiry on Buxton or the analysis conducted in this study, please contact:

**Cody Howell**  
Vice President and General Manager - Public Sector Solutions  
chowell@buxtonco.com

**Buxton Company**  
817.332.3681 - [buxton@buxtonco.com](mailto:buxton@buxtonco.com)  
2651 S Polaris Dr, Fort Worth, TX 76137



# NORTH AUGUSTA USES ANALYTICS TO RECRUIT WATER PARK

Sometimes, major economic development breakthroughs come in ways you don't expect. And that's exactly what happened in North Augusta, South Carolina, where the city's goal of recruiting retail and restaurant development received an unexpected boost from a 40 acre, \$21.5 million recreational development project: Scuttle's Island Water Park.



## North Augusta's Story

North Augusta is a city of approximately 24,000 residents located just north of Augusta, Georgia.

<b>LOCATION:</b>
• North Augusta, South Carolina
<b>POPULATION:</b>
• 24,000
<b>COMMUNITY NEEDS:</b>
• Analytics to speak retail and restaurant developers' language

Being a smaller city in a larger metropolitan area presents retail recruitment challenges, and in the past the community was frustrated to see retailers and restaurants deciding to locate in surrounding areas.

The city's economic development efforts traditionally involved trying to build relationships with retail real estate decision makers, hoping to convince them to locate in North Augusta. But City Administrator Todd Glover said he quickly noticed a pattern: real estate directors would return calls from developers, but not from city leaders. He realized the reason for that is "the developer understands the metrics that those folks are looking for and the cities very rarely do."

To strengthen its recruitment pitch, North Augusta partnered with Buxton to receive the fact-based analysis retailers seek. Buxton studied the city's trade area and recommended retailers and restaurants who would be a good fit. Buxton also provided North Augusta with on-demand analysis and reporting through SCOUT, Buxton's web-based analytics platform.



**"Once we started speaking their language, we've seen much more openness on the parts of the retail companies to talk with us."**

**Todd Glover**  
**City Administrator of North Augusta**

"Once we started speaking their language, we've seen much more openness on the parts of the retail companies to talk with us," notes Glover.

## **An Unexpected Opportunity**

While pursuing the retailers and restaurants recommended by Buxton, North Augusta received an unexpected opportunity. A group of investors was seeking a location to build a large regional water park. After encountering zoning issues in a neighboring county, the group was interested in meeting with North Augusta.

The city quickly identified three potential sites for the water park, researched how far people are usually willing to drive to such attractions, and ran custom reports in SCOUT for each site to show the number of households within that drive time. The city also used SCOUT to study how many households within the specified drive time of each site were likely to have visited a theme park within the last year, a more meaningful metric to the developers.

At the first meeting with the investors, North Augusta presented a united front with representatives from the city, county, and local economic development

organization. The city presented its recommended sites and the data to validate each one.

The investors were very impressed by the city's proactive approach and the research presented. They quickly moved forward with steps to purchase property and just six months after the initial conversation, the development was publically announced.

## **Economic Impact**

News of the development generated tremendous publicity for North Augusta. The developers were quick to compliment city leaders, which has helped to enhance North Augusta's reputation as a business-friendly community.

As the largest attraction of its kind in the region, Scuttle's Island Water Park is expected to draw 250,000-300,000 visitors each season. Glover notes that if just 10 percent of those visitors choose to stay overnight in North Augusta, the number of hotel guests will be greater than the city's population.

Not surprisingly, other developers are taking notice. Interest is high in building hotels and restaurants around the new water park, and the city is working to capitalize on the development momentum.

By presenting a united front, proactively working to meet the needs of developers, and providing data-backed recommendations on locations using SCOUT, North Augusta has recruited a development that will benefit the community for many years to come.

# KINGSPORT, TENNESSEE: NEW RETAIL IS KING

How Kingsport, TN, has successfully used analytics and SCOUT, Buxton’s web-based analytics portal, to recruit retail development.



<b>LOCATION:</b>
<ul style="list-style-type: none"> <li>Northeastern Tennessee</li> </ul>
<b>POPULATION:</b>
<ul style="list-style-type: none"> <li>45,000</li> </ul>
<b>COMMUNITY NEEDS:</b>
<ul style="list-style-type: none"> <li>Determine which retail sectors are underserved in the trade area</li> <li>Create a compelling presentation to attract retail development</li> <li>Increase shopping opportunities and tax revenues</li> </ul>

## Here’s the Situation

Every city’s economic development department knows it can’t wait for new retail businesses to come to them. You need to be out there, proactively recruiting the businesses and developers that match your parameters. Most important, you need to be fully outfitted with the data they need.

The City of Kingsport, TN, discovered just how challenging that can be. Amassing and organizing the information required to convince a retailer or developer that their investment in Kingsport would be prudent was more than the city was able to handle. Repeated failures led them to contact Buxton for answers.

Using our unique approach to household-level data and powerful analytics tools, we helped Kingsport understand which types of retailers would best fulfill the needs of its citizens. And which specific retailers offered the best fit for the city’s planned developments.

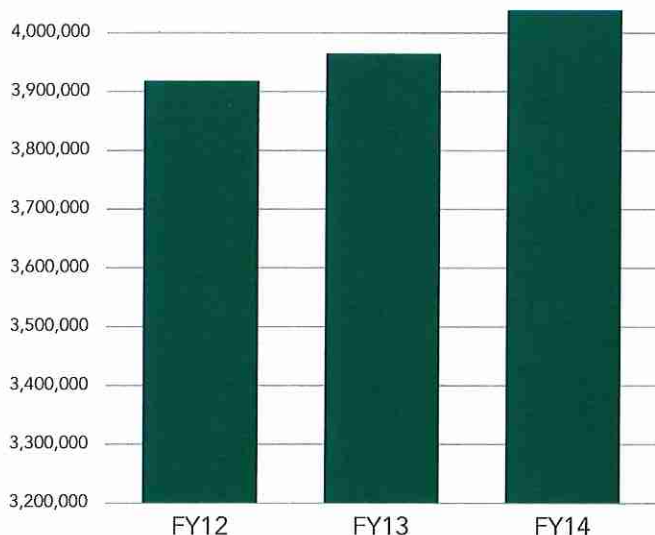


With granular data, we predicted local consumers' buying patterns and determined how far they'd travel for shopping and dining, as well as a host of other services. All of which helped Kingsport identify successful sites for retail and restaurants.

We also introduced Kingsport to SCOUT, our web-based tool that allows clients to track data sets themselves. Whether they're interested in the latest input from their own customized data, or want to expand their research to other data sets, SCOUT allows them to access it anywhere, anytime — then use the information to inform decision making, or to create and update presentations.

In addition, Kingsport is using the Leakage/Surplus Analysis report SCOUT provides, to show potential retailers and developers which retail sectors are being underserved in the trade area.

### Sales Tax Revenues are at an All-Time High



### Check Out These Results

With our involvement, the community experienced great success in acquiring new retailers for Kingsport Pavilion and East Stone Commons, the city's newest developments. A national furniture retailer was one of the missing pieces from Kingsport. Even in a down economy for new home construction — with our help, Kingsport was able to attract power brand Ashley Furniture to its new home in Kingsport Pavilion. Other retailers the city has been able to recruit include Old Navy, Hobby Lobby, Panera Bread, Starbucks, and Kohl's. City management credits Buxton's data for convincing many other national and regional retailers the area was the right fit for them. Sales tax revenues in FY 2014 are at a six-year high and the indicators point to a bright future ahead.

### We Can Do It for You Too

Since 1994, Buxton has provided big answers for retailers and communities. Our insights go beyond broad demographics, drilling down to the household level to give you the clearest picture of your community. We've helped 650 communities recruit over 35 million square feet of retail space.

For more information about what Buxton can do for you, visit us online today at [www.buxtonco.com](http://www.buxtonco.com) or call us at 888-2BUXTON.

# PORTERVILLE, CALIFORNIA: GROWTH IN THE VALLEY

## Island or Opportunity?

The City of Porterville, located on the eastern side of California's Great Central Valley and nestled against the Sierra Nevada Mountains, boasts a population of more than 55,000 surrounded by rural agricultural communities.



Its location may be idyllic, but it's proven a challenge to recruiting national chains and large retailers, many of whom bypass the city in favor of large metropolitan areas with population bases that span multiple political boundaries.

**"It was eye-opening to see who we really were as a community."**

**Brad Dunlap**  
Community Development Director

### LOCATION:

- Central California

### POPULATION:

- 55,000+

### CHALLENGE:

- Retail recruitment

### BUXTON CLIENT SINCE:

- 2008

## Portrait of a Community

Porterville wanted to avoid becoming simply a "bedroom community" and focused instead on offering residents a vibrant quality of life, including a convenient shopping experience.



City leaders turned to Buxton to understand their citizens' needs and to identify retailers looking for customers that match Porterville's consumer base.

Porterville Community Development Director, Brad Dunlap, credits Buxton with bringing the city's retail attraction efforts "out of the demographic world and into the psychographic world," as they understood for the first time how their community members behave as consumers.

### **An Award-Winning Payoff**

Buxton's analytics identified an opportunity for Porterville to recruit department stores, as most shoppers were driving 30+ miles to shop at the nearest big box.

Armed with Buxton's insights, Porterville partnered with a local developer to recruit Kohl's, five years earlier than the store would have otherwise come to the city. The strategic win brought 60 direct jobs to the city, reinvigorated a shopping center that had faced increasing vacancy rates, and attracted additional retailers including Marshall's, Famous Footwear, and Rue 21.

### **Porterville's ROI on the Kohl's deal was above 50%.**

The venture was so successful that Porterville was honored with the California Association for Local Economic Development award of excellence in public/private partnerships.

### **We Can Do It for You Too.**

Since 1994, Buxton has been providing big answers for retailers and communities. Our insights go beyond broad regional demographics, drilling down to the household level to give you the clearest picture yet of your community. We've helped 650 communities recruit over 35 million square feet of retail space.

For more information about what Buxton can do for you, visit us online today at [www.buxtonco.com](http://www.buxtonco.com) or call us at 888-2BUXTON.



Retail Strategies

# Apopka, FL

Retail Development Strategy and Marketing Services

Prepared: December 30, 2015

PREPARED BY:  
MATTHEW PETRO  
RETAIL STRATEGIES, LLC

To: The City of Apopka,

On behalf of Retail Strategies, LLC I am pleased to acknowledge our understanding of the statements and conditions within this document, and to present our Request for Qualifications response to the City of Apopka for Retail Development Strategy and Marketing Services. The scope of this proposal is right in line with the work Retail Strategies has provided to nearly 130 communities in 23 states. With roots in commercial real estate, and leveraging a national network of retail contacts and relationships, Retail Strategies is uniquely qualified to fulfill this need for the City of Apopka.

All of our engagements begin with an exhaustive discovery process that includes a quantitative assessment of the Apopka trade areas (using multiple geographic parameters) in order to understand the customer dynamics at the neighborhood, city and regional levels. We leverage best in class data from a myriad of sources including demographic, psychographic, retail gap analysis, peer analysis, cell phone tracking software, and consumer expenditure data in order to identify suitable prospects for specific locations in Apopka. In addition, we will deploy experienced retail real estate professionals to Apopka for the purpose of conducting an assessment of the real estate environment in the market. Even the best analysis and data provided to a retailer will be put on hold if there isn't a site for them to consider in the market. If given the opportunity to implement on behalf of Apopka, our team of recruitment professionals, all of whom are licensed real estate professionals, will use this information to drive discussions with the retail prospects who belong in Apopka.

The shelf life of a retail real estate plan, prospects, and marketing packages are short lived because retail real estate is a dynamic and connection based business. Retailers are constantly modifying their site criteria and changing their expansion plans. In addition, the real estate assets within Apopka will constantly change. This is why having a team of dedicated professionals to grow and adjust your strategy to the changing marketplace is paramount.

In our conversations with retail real estate deal makers we often hear of 'marketing packages' that Cities provide. These packages do little to influence a retailer, developer, or investor to make multi-million dollar transactions within a market. In addition, these packages typically list real estate available in the market versus identifying a specific site that will meet the retailer's site criteria metrics. Our team currently employs a former VP of Real Estate for Costco and Real Estate Director from Hibbett Sports who will articulate that no marketing package provided by a City ever influenced their real estate decisions.

Twenty-five of our Clients have previously hired a consultant to provide a plan, prospects, and marketing packages – these efforts yielded minimal results. These communities have turned their efforts over to our team to function as an extension of their staff to execute on specific retail real estate opportunities within their markets. Our team has over 150 years of retail real estate experience, 18 licensed real estate professionals, and our client to staff ratio is 4:1. Our team has the manpower, experience, and connections to identify, evaluate, and execute against opportunities in Apopka.

Retail real estate is a multi-year process and it is our commitment to be your long term partner to adjust our plan to the changing marketplace and grow with your community. If given the opportunity to perform the initial task of designing a Retail Development Strategy and Implementation Plan it would be our goal to become your implementation team to provide the manpower needed to attract the right retail and restaurant concepts to the City of Apopka.

Thank you for the opportunity to participate in this process,

Matthew Petro

Retail Strategies



A photograph of a young couple walking hand-in-hand in a city street. The woman is on the left, wearing a light-colored trench coat, blue jeans, and white sneakers, carrying two shopping bags (one purple, one red). The man is on the right, wearing a red and white plaid shirt, grey pants, and brown shoes, carrying a tan shopping bag. They are walking past a storefront with a display window showing shoes. The background is slightly blurred, suggesting motion.

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## Organizational History

Retail recruitment and retention is a primary goal for most communities across the country. According to the National League of Cities, 75% of Mayors focus on Economic Development Issues to address cities. In the past cities have spent valuable time on industrial recruitment as their sole effort in Economic Development. Progressive municipalities have diversified their economic development efforts to include Retail Recruitment. Through these efforts, some have hired consultants for retail analysis, only to be left with research reports, a list of retailers, and limited guidance on the actual process of recruiting prospects to their community.

To fill the void within the market, Retail Strategies was formed. Retail Strategies originated from a Real Estate firm which enables communities the opportunity to have retail real estate professionals devise and execute a tailored retail real estate focused recruitment strategy. Since our inception we have targeted highly motivated and skilled retail real estate professionals. Today our team features 27 team members, 18 licensed Real Estate Professionals, and 150+ years of retail real estate experience. Retail Strategies has offices in Birmingham, AL, Fort Worth, TX, and Green Bay, WI.

Several factors create challenges for communities when it comes to retail recruitment without a strategic partner. Time, knowledge, resources and connections limit the effectiveness and efficiency of the communities' efforts. Our model overcomes these barriers by committing an experienced, focused, well connected team working on your behalf. Using economies of scale, our approach is both strategic and comprehensive. By combining research, analysis, a Strategic Retail Recruitment Plan, marketing materials, conference representation, and pro-active retail recruitment, our firm has helped communities across the country define and execute against specific opportunities.

Retail is perhaps the fastest changing of all the commercial real estate sectors. Rather than providing a static study that is quickly outdated, the ongoing implementation creates a dynamic strategy that can pivot as the market demands.

Within 90 days a Strategic Plan will be created. Following the presentation of the Strategic Plan the Retail Strategies team goes to work on your behalf recruiting both the retailers, and developers, who will be interested, and more importantly, successful in your community, creating tangible results for your residents.

# Key Staff & Professional Qualifications

## **Robert Jolly, Principal**



Robert Jolly co-founded Retail Strategies in 2011 and since then has overseen development of numerous retail projects and has assisted some of the most well-known tenants in the United States with their expansion into new markets throughout the Southeast.

Robert brings years of experience with previous sales and management positions at Eason, Graham, and Sandner, Inc. and Black and Decker Corporation. He was the Birmingham Commercial Rookie of the Year in 1998, named one of the “Top 40 Under 40” in 2004, and “Who’s Who of Commercial Real Estate” in 2005 and 2010.

Robert graduated from the University of Alabama majoring in marketing and english. He is a member of the International Council of Shopping Centers, a life member of the Birmingham Association of Realtors “Million Dollar Sales Club” and in 2008 earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute. Robert holds a broker’s license in Alabama, Mississippi, Georgia, Florida, Tennessee, Louisiana, South Carolina and Oklahoma.

## **Mead Silsbee, Principal**



Mead Silsbee co-founded Retail Strategies in 2011 and brings over a decade of real estate experience to the company. Most recently Mead worked on the retail team at Eason, Graham, and Sandner, Inc. in Birmingham, Alabama. He previously held positions at Hamlet Homes and Intermountain Mortgage Company in Park City, Utah.

Mead graduated from the Randolph–Macon College in Ashland, Virginia where he earned a bachelor’s degree in history and economics. In 2008, he earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute and is a member of the International Council of Shopping Centers (ICSC).

## **Wade Robinett, COO**



Wade will lead Retail Strategies execution of our clients’ strategic plan and recruitment strategy as he oversees the team of Client Managers and Retail Recruiters engaged in each client city. Prior to joining Retail Strategies, Wade spent twelve years at Colonial Properties Trust, a publicly traded REIT, where he specialized in new development project leasing. He was involved in all aspects related to new developments including site plan design, tenant strategy and leasing execution. Wade’s project leasing experience has resulted in developing working relationships with a network of national brokers, developers and retailers.

His experience also included ground up development and mixed used projects that incorporated retail, office and residential. In addition, Wade managed the leasing team for 20 open air centers totaling over five million square feet in Texas, Tennessee, Florida, North Carolina, Alabama, and Georgia. He handled all communication with the asset managers and was responsible for overseeing all deal making. Wade’s first ten years in the commercial real estate industry began at Colliers Keenan in South Carolina where he leased distressed shopping centers throughout the Southeast.





### **Lacy Beasley, Vice President of Business Development**

Lacy serves as Vice President of Business Development. She has been involved in Retail Consulting across the Southeast for the past five years as the Municipality Consultant Director at The Shopping Center Group. Prior to her work with TSCG, Lacy was with the Dickson County Chamber of Commerce.

A graduate of Lipscomb University, she earned her double major in Marketing and Management. Lacy Beasley has served on the ICSC TN/KY Idea Exchange Committee, CCIM Economic Outlook Committee, and Economic Development Association of Alabama [EDAA] Retail Committee. She has spoken on retail trends and best practices in retail recruitment to the Tennessee Valley Authority, Alabama Certified Municipal Officials, Tennessee Economic Development Council, Tennessee League of Municipalities and other organizations.

### **Tiffany Kilpatrick, Client Management & Acquisitions**

Tiffany joined Retail Strategies in 2015 as Client Manager and Acquisitions Specialist. She will be the day to day point of contact for our client cities in Tennessee, North Carolina and Kentucky. As Acquisitions Specialist, Tiffany will seek value add properties for purchase.



Prior to joining the Retail Strategies team, Tiffany was a Real Estate Manager for Hibbett Sports. Her primary role was site selection for new Hibbett Sports stores. Tiffany has overseen the site selection process and negotiated leases for over 130 locations in 10 states.

Tiffany started her career with Hibbett in 2004 as the Assistant to the Real Estate Department and quickly moved into the role of Real Estate Manager. As Real Estate Manager, Tiffany initially worked with the states of AZ, CO, NC, MS and NM. Prior to leaving, Tiffany was working the states of AL, IL, KY and TN.

Tiffany is a graduate of the University of Alabama, where she earned a Bachelor's Degree in Public Relations. She served two terms as the ICSC AL/MS Retail Chair, as well as the Next Generation Chair for AL/MS. Tiffany resides in Birmingham with her husband, Matthew and son, Mason.

### **Joe Kucharski, Development**



Joe has over 25 years of Retail Real Estate experience, helping retailers achieve their goals for expansion. Joe has completed real estate projects for major grocery store chains (SUPERVALU, Food Lion, Weis Markets), specialty retailers (Office Depot), general merchandise retailers (Shopko, Shopko Hometown), and warehouse clubs (Costco Wholesale). The variety of retailers for whom he has completed real estate projects has provided him the opportunity to work in communities ranging in size from large metropolitan areas to small rural towns. In all, Joe has worked on Retail Real Estate projects in 42 different states and Puerto Rico.

Joe has a Bachelors Degree from Purdue University in Landscape Architecture, with a background in Urban Economics and Urban Planning. He was born in the upper Midwest and had also lived in the mid-Atlantic prior to moving back to the Midwest. In his free time, Joe enjoys bicycle touring, tennis, skiing and kayaking.



### **Matthew Petro, Director of Business Development**

Matthew is the Director of Business Development for Retail Strategies focusing on the execution of the Strategic Retail Recruitment Plan for his Clients. Matthew has a passion to succeed and a relentless work ethic that he brings to each engagement. In addition to a degree from the University of Alabama in Marketing and Sales, Matthew is a licensed Real Estate Professional. Matthew combines his skill set with an innovative mentality to identify ways to improve the service our clients receive.



### **Ashton Arrington, Client Management**

Ashton joined Retail Strategies with extensive knowledge and experience in working with state and local elected officials, economic developers, chambers of commerce, political parties, and municipal and county governments. Previously, Ashton worked as Governmental Affairs Coordinator at Maynard Cooper and Gale P.C., one of the Southeast's leading law firms. In this role, she interacted daily with business, community, and political leaders across Alabama on legislative and economic development projects. Ashton also worked as Deputy Finance Director for the successful re-election campaign of Alabama Governor Robert Bentley and in the same capacity on Bentley's Inaugural Committee.

Ashton completed her undergraduate work at The University of Alabama in 2008 with a Bachelor of Arts Degree in Public Relations. She also has a Juris Doctorate from the Birmingham School of Law. She serves as a junior board member for Glenwood Autism and Behavioral Health Center and is a member of the Alabama State Bar.



### **Joe Strauss, Retail Development Director**

Joe joined Retail Strategies in 2014 with a background in real estate. He specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area.

Prior to joining Retail Strategies, Joe has been doing real estate since 2007 in Tuscaloosa, AL. Joe graduated from the University of Alabama with a bachelor's degree in Finance and a concentration in real estate.



### **Clay Craft, Retail Development Director**

Clay specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area. Clay graduated from Auburn University in 2010 with a Masters of Landscape Architecture.





**Jordan Williams, Retail Development Associate**

Jordan specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city’s trade area. Jordan graduated from the University of Alabama at Birmingham with a bachelor’s degree in Economics and a concentration in analysis and policy.



**Lana Nicholson, Controller**

Lana joined Retail Strategies in 2011 as Controller. She is responsible for the accounting and operation of the day-to-day business of Retail Strategies. Previously, she served as an Accountant with Culotta, Scroggins, Hendricks & Gillespie, P.C. and brings with her several years of experience in Public Accounting. Lana earned a Bachelor of Science degree in Accounting from University of Alabama at Birmingham in 2010 and is a Certified Public Accountant



**Laura Marinos, Director of Marketing**

As the Director of Marketing for Retail Strategies, Laura specializes in GIS mapping, market research, market development plans, site submittal marketing packages, project coordination, event management, and team operations. Laura also assists in database management, client communication, advanced research and the organization of all digital media. Laura graduated from the University of Alabama at Birmingham in 2011 with a Bachelor of Science in Marketing.



**Ford Fitts, Senior Research Analyst**

Ford is a member of the Retail Strategies team assisting in the research and retail recruitment efforts for municipal clients. He works with business developers and client managers on creating trade areas and research reports for their clients. He brings research experience from working for a strategic advocacy firm in Washington D.C. that served political campaigns, non-profit organizations and corporate clients. Ford graduated from the University of Alabama with a bachelor's degree in History.



**Madeline Branch, Marketing Assistant**

As Marketing Assistant, Madeline assists in creating market development plans, site submittal packages, GIS reports and aerial maps. She interacts directly with several retail clients and helps in coordinating the efforts of multiple Retail Specialists producers. She is also responsible for helping create marketing packages and other advertising materials for third party property listings. Madeline graduated from Auburn University in 2014 with a Bachelor of Arts degree in Public Relations and a business minor.

**For a Full List of Our Team Members Please Visit [www.retailstrategies.com/about-us/our-team](http://www.retailstrategies.com/about-us/our-team)**

## Scope of Work

- Review and report on the current status of Retail in the City of Apopka including, but not limited to, land use, space allocation, vacancies, lease/rental rates, current retail mix and planned development. Report will break down inventory according to the three distinct commercial nodes – Town Center, Kelly Park Road/Wekiva Parkway, and New Market (new Florida Hospital area) – as well as community-wide perspective.
- Define primary, secondary, and tertiary trade areas. Trade area will be identified with consideration of population, proximity to other competing business districts, destination attractions, traffic patterns, drive-times, retail mix, store sizes, and average sales volumes. In addition, Retail Strategies will use Cell Phone Tracking software to uncover the true trade areas within the City of Apopka. With this software we can look at the past calendar year to see where people come from the shop within the City of Apopka.
- Develop Customer Profiles. The customer profile information will include detailed demographics, lifestyle segmentation data, spending habits, and many other additional factors.
- An analysis of the trade area to identify new potential customers and additional market sales potential derived from supply and demand within the market and its trade areas.
- Identify at least three peer cities. Peer cities will be identified by population, daytime population, gross leasable area, market supply, and income levels. The peer communities will serve as potential models for a strategic retail development plan. Where appropriate, an analysis of incentives offered by the city and/or private property owners or business that contributed to the city's retail success shall be provided.
- Develop a retail development plan. The plan serves to realize the City's adopted vision for retail development, meets the demand of the market, and considers the characteristics of the customers within the identified trade areas. The plan will identify retail categories, niches, and specific retail stores within those groupings to target for recruitment. The list of specific target retail stores will be extensive. The strategy will identify specific potential locations and spaces for targeted retail that considers all data gathered.
- Marketing and Recruitment Strategy – this strategy can be immediately implemented to market and attract preferred targeted retail establishments, meet the goals of the retail development plan, and attract targeted retail and restaurant concepts to the City of Apopka. Marketing package will be tailored to the specific retailer and include information on the trade area, customer profiles, demographics, potential retail locations, city amenities, city history/culture/brand, tax information, leasing rates, relevant incentive programs, parking, infrastructure, supply and demand figures, and any other information that would be conducive to attracting those targeted retail and restaurant prospects to the City of Apopka.

- Report on all data sources used in the final deliverable. All information used can be obtained during the life of our agreement with the City of Apopka. For the City of Apopka to license all of the sources Retail Strategies uses would be a \$100,000+ expense each year.

### Detailed Scope of Work

- Identify Apopka market Retail Trade Areas using political boundaries, drive times and radii and custom boundary geographies
- Identify Apopka Trade Area by Geocoding Cell Phone Users who Live, Work, or Shop within Apopka
- Perform Market & Retail GAP Analysis for each trade area (Leakage and Surplus)
- Provide Consumer Propensity Report (Consumer Attitude and Behavior Analysis)
- Conduct Retail Peer Market Analysis
- Competition analysis between Apopka market trade area(s) and surrounding competitive communities
- Cannibalization Analysis (Distance Tolerance) for all recommended retail prospects between nearest existing locations and Apopka
- Psychographic Profile of Trade Area / Market Segmentation Analysis
- Demographic data and market information report
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Market Maximization Summary and Strategic Leasing Plan
- Market Viability
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Updates on Retail Industry Trends
- Custom On-Demand Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with Apopka
- Daytime Population Identification
- Work Place Establishment, Employment, and Salary
- Market Outlook & Sales Potential
- Customizable Reports

## **Real Estate Analysis**

- Identify/Evaluate/Catalog Priority Commercial Properties for Leasing, Development, Re-development and higher and best use opportunities
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Perform Competitive Analysis of Existing Shopping Centers and retail corridors

## **Deliverables**

- Apopka Retail Market Analysis
- Apopka Retail Development Plan
- Apopka Strategic Marketing and Recruitment Strategy
- Hard Copies and Electronic Copies of the Analysis, the Development Plan, Recruitment Strategy, and Marketing Materials

## **Implementation and Recruitment (optional)**

- Pro-Active Retail Recruitment
- ICSC Representation
- Development of Marketing Materials
- Leverage a National Network of Retail and Development Contacts
- Identify and Review Incentives





## Schedule

<b>Apopka</b>		
<b>Item</b>	<b>Timeline</b>	<b>Completion Date</b>
1. Contract Signed/Service Start Date	<b>February 15, 2016</b>	-
2. BaseCamp Account Access	<b>24 Hours</b>	<b>February 16, 2016</b>
3. Portfolio Director contacts City of Apopka to welcome them to Retail Strategies, provides Getting Started Documents	<b>48 Hours</b>	<b>February 17, 2016</b>
4. Initial Research Completed	<b>10 Days</b>	<b>February 25, 2016</b>
5. Aerials	<b>15 Days</b>	<b>March 1, 2016</b>
6. Getting Started Documents (especially photos) uploaded to BaseCamp by City of Apopka	<b>30 Days</b>	<b>March 16, 2016</b>
7. Custom Research	<b>45 Days</b>	<b>April 4, 2016</b>
8. BOG Completion Date	<b>45 Days</b>	<b>April 4, 2016</b>
9. Retail & Restaurant Target List Completed	<b>60 Days</b>	<b>April 19, 2016</b>
10. Recruitment Objectives, Real Estate Analysis Results, Real Estate Aerials & Focus Properties Submitted for Internal Approval	<b>60 Days</b>	<b>April 19, 2016</b>
11. Marketing Guide	<b>80 Days</b>	<b>May 10, 2016</b>
12. Strategic Plan Due for Review	<b>80 Days</b>	<b>May 10, 2016</b>
13. Presentation of Strategic Plan Scheduled with City of Apopka	<b>90 Days</b>	<b>May 18, 2016</b>

# References & Examples of Work Delivered

## Lake City, FL

- a. Lake City – Columbia County Chamber of Commerce Partnership
- b. Project Reference

Dennille Decker

Executive Director

Lake City–Columbia County Chamber of Commerce

386–752–3690

[dennille@lakecitychamber.com](mailto:dennille@lakecitychamber.com)

- c. All deliverables were provided within budget
- d. Project Start Date: March 2014
- e. Project Completion Date: Ongoing
- f. Project Total Cost: Confidential
- g. Project Overview Summary:

Our partnership with the City of Lake City, FL has yielded major public retail results in the first calendar year of our engagement. Harbor Freight Tools, Sear’s Hometown Store, Dairy Queen, Panda Express, and Mattress Firm, have either opened or will locate in Lake City in 2015. In addition to those successes, our team is working with multiple property owners, retailers, and developers to further bolster the retail sector by recruiting retailers and restaurants to fill product and service GAPS within Lake City. One of the opportunities we are assisting with is at the heart of Lake City’s Retail Corridor. This project will feature two new to market retailers and multiple other desired concepts. Since our engagement began with Lake City in March of 2014 our team has recruited 10+ retailers that have either publicly announced or signed Letters of Intent for sites in Lake City.

## Tullahoma, TN

a. Project Location: Tullahoma, TN

b. Project Reference:

Diane Bryant

Executive Director, Chamber of Commerce

[diane Bryant@tullahoma.org](mailto:diane Bryant@tullahoma.org)

(931) 455-5497

c. All deliverables were provided within budget

d. Project Start Date: March 2014

e. Project Completion Date: Ongoing

f. Project Total Cost: Confidential

g. Project Overview Summary:

Tullahoma is a city in Tennessee with a population of nearly 19,000. Retail Strategies has had multiple success stories here, including Dollar Tree, Harbor Freight, Dunham's, Aspen Dental, Petsense, PetSmart, and Jo-Ann Fabric. Lacy Beasley, with Retail Strategies, identified Jo-Ann Fabric as a prospective retailer for the Tullahoma market, and provided them with the appropriate analytics to help the deal close. Their tenant rep broker, Jake Ogle, provided the following quote: "The Jo-Ann deal was approved for Tullahoma! The information Retail Strategies provided was very helpful and very important in getting this deal done. It's one of the biggest reason this deal was able to get pushed through."

Project Reference:

Diane Bryant

Executive Director, Chamber of Commerce

[diane Bryant@tullahoma.org](mailto:diane Bryant@tullahoma.org)

(931) 455-5497

## Cookeville, TN

a. Project Location: Cookeville, TN

b. Project Reference:

Melinda Keifer

Economic & Community Develop Coordinator

[mkeifer@cookeville-tn.org](mailto:mkeifer@cookeville-tn.org)

(931) 520-5226

c. All deliverables were provided within budget

d. Project Start Date: March 2014

e. Project Completion Date: Ongoing

f. Project Total Cost: Confidential

g. Project Overview Summary:

Cookeville is a city in Tennessee with a population of over 31,000. Retail Strategies has played a vital role in a new development planned for Cookeville. The Retail Strategies team has worked first-hand with the developers, retailers and the city to provide an incentive for a power center that will add a big box sporting goods retailers, grocery concept, discount clothing retailer, cosmetic retailer and multiple other retailers (all new to market concepts).



# Decatur Private Update

## RETAIL STRATEGIES UPDATE

### Summary of 2014

- Conducted “Boots on the Ground” tour of Decatur; created and presented strategic plan
- Represented Decatur at 4 different ICSC trade shows, including RECON
- Communicated with approximately 75 retailers, brokers, developers, and/or land owners regarding Decatur

### Year 1 Recap

- Basecamp access provided
- BOG – “Boots on the Ground” real estate analysis completed
- Research findings and Strategic Plan delivered
- Started retail recruitment process. Progress made:

### First Quarter of Engagement:

**Created and provided all the market analysis** including strategic plan, retail prospects, marketing flyer and inventory of sites.

### **Provided information to Odell Companies out of Orange County, CA– Chris Spivey 999-123-4567**

The company will purchase, redevelop and re-tenant unanchored shopping centers 20,000 – 50,000 SF. Idea is to relocate the mom and pop stores (perhaps to downtown) and lease the center to national credit tenants that will increase the value of the property. Also will take raw land and prepare it for a developers or take the land to “pad ready” status. Retail Strategies provided a list of existing shopping centers and land with contact information to Chris to analyses and review if the property is a good match for their area of expertise.

*Follow Up: Would the city like Retail Strategies to provide the 23 acre site to Odell Company?*

**Learned about Shops at Lemon Place.** Connected with Steve Brown who led us to Don Arthur. Have since worked closely with Arthur on the project assisting him in ideas for leads and marketing materials.



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# Decatur Private Update

## RETAIL STRATEGIES UPDATE

### Second Quarter of Engagement:

Discovered **Factory Connection** is interested in Decatur. Retail Strategies sent them sites.

They are looking for:

- 3,000 to 5,000 square feet of selling space (minimum 500 square feet of backroom space)
- Targeting strip centers, regional malls, downtown locations

Spoke with **Sears** and they are extremely interested in Decatur. They have two business models they feel would work here:

#### **Sears Hometown Store**

- Needs an operator
- Look for 8,000 - 10,000 sf

#### **Sears Store within a Store**

- They partner with an existing furniture, appliance, lumber, flooring, hardware, etc store to open up a 2,000 - 5,000 SF Sear's store within the current store location
- I am attaching their press release for this new concept

Confidential - We are making a push to **Ross Dress for Less** to locate in the new Hobby Lobby shopping center.

Rumor not confirmed. **Burke's** maybe relocating to the new Hobby Lobby center.

Presented Decatur to Nashville, TN based national developer, **Whitewater Sources**. Suggested a grocery anchored shopping center at the southeast corner of S 3<sup>rd</sup> AVE & Hwy 73.

### Third Quarter of Engagement:

Met with Tom Potts of Eli Giant to discuss the future plans for **Pear Tree Plaza** and see how we can help them out. He broke the news that they are about to sell the property so we will reach out to the new owners once the property has been sold to offer up our help with the center. We will still be marketing the center as they have spaces that need to be filled.

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# Decatur Private Update

## RETAIL STRATEGIES UPDATE

We met with the tenant rep for **Ollie's Bargain Outlet** and he said that he likes the former Country Outfitters box and wants to submit it to corporate for review. Will keep you updated on this lead.

Flyer created for **City Owned Stanley Park property** next to new shopping center.

23 ACRES ON PRIME RETAIL SITE

485 FEET OF FRONTAGE ON HWY 72

NEXT TO NATIONAL RETAIL CENTERS

ZONED GENERAL HIGHWAY BUSINESS DISTRICT

4-LANE HIGHWAY - TRAFFIC COUNT - 24,000 AADT

ELECTRIC; WATER; SEWER; GAS – 1,400 FT. TO SITE (on same side of highway)

\$1,450,000

CONTACT: MATT BEASLEY- 999-123-1234

**Radioshack** – Closing a number of stores. There is a possibility this could affect your location. I will keep in mind when prospecting that Sprint is backfilling their locations and are looking to acquire almost half of their stores. We will keep you posted.

### Fourth Quarter of Engagement:

Updates from Arthur of IP on the status of **Shops at Lemon Place**.

The **Shops at Lemon Place**: Signed leases for **Hobby Lobby, TJX, Rack Room Shoes, & Mattress Firm**.

**Shoppes at Lemon Place**: **Ross & Kay Jewelers** looking at center, expecting to have them sign soon.

Spoke with **Bill Coor** at **Publix** and he said in the 3 + years of working he had never received any requests to enter the market. Based upon the information I provided he would like to take a look at the market within the next few months. He asked me to check back with him in next few months to see if he had visited. I sent him over the 23 acre city owned site next to national retail shopping center.

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# Decatur Private Update

## RETAIL STRATEGIES UPDATE

Bill emailed me today and said that he had visited the market and took a look at the site. He said, " I probably didn't have enough time to see all of the market that I should have seen. I did see some nice housing in the north part of the city. Most of those people probably shop at Whole Foods. There is a lot of competition but the only ones I visited were Food Lion and Harris Teeter. There could be some interest in studying the market further if the right site were available but it is not high priority."

Moving forward, I would like to gather more sites and keep following up with him on the market. Any other site suggestions the City can offer would be appreciated.

**Gabe's** is doing 15 new locations in the country right now. The Master Broker for the account recently changed to Clark Stevens with OCHO in Philadelphia, PA. He will be touring the markets this spring. Currently they are looking for second generation space with B real estate in A markets. Will fill in the major metropolitan areas before opening locations in secondary markets. Will continue to monitor and follow up in 6 months to see if the growth strategy has changed.

Had a very informative dinner with Arthur to discuss the **Shops at Lemon Place and Pear Tree Plaza**. Offered continued assistance in marketing, research and prospecting for the project. He is very pleased that the city offers the services of Retail Strategies to assist in his Decatur projects.

Let him know that **Hungry Howie's** and **Chick fil A** are looking for sites. He asked me to tap into my contacts to learn more about **Dunham's Sports and Harbor Freight** interest in the market.

He did not confirm that **Ollie's** would be going into the **former Country Store** so I followed up with the tenant rep broker, Chris Allen, this morning. Chris Allen will not be at the ICSC Idea Exchange this March, but is usually good about responding to emails in a timely manner.

Arthur will be at the ICSC Idea Exchange. Will plan to attend the Retail Strategies hosted reception on Tuesday evening.

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# Decatur Private Update

## RETAIL STRATEGIES UPDATE

Facilitated conference call between Arthur and John Champ. John Champ has done a dozen **Dunham's Sports** deals over the last 5 years. Dunham's is difficult and slow to get a deal done. John is a key point of contact for them. Arthur communicated with Retail Strategies that Dunham's originally had LOI on the former **Country Store** then went silent. Arthur has not been able to get back in touch since that time. We believe John will be able to bring Dunham's Sports back to Decatur. Dunham's has changed their model since original LOI. They now want at least 50,000 SF. Arthur mentioned Burks outlet is considering relocating to the new development which would allow Dunham's to take Country Store and former Burks outlet. John estimates it will take 3 weeks to get response from Dunham's.

Sent **Kangaroo** (The Pantry) city information with demographics. Not currently interested. Will revisit in 6 months as they are always updating their strategy for expansion.

Leasing agent on **Decatur Marketplace** has changed from Mike McDonald with Crecent Properties to Joe Vines of SVP. Lacy Beasley met with Chris Ivory of **Variety Wholesale (Rose's)** at the ICSC Idea Exchange. Chris likes the property and has submitted an LOI to the landlord.

### Summary of Interested Retailers :

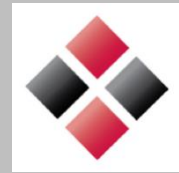
Rose's  
Walmart Neighborhood Market  
Publix  
Galaxy Foods  
Fred's Pharmacy  
Hungry Howie's  
Ollie's Bargain Brands  
Harbor Freight  
Dunham's Sports  
Sear's Hometown Store

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# RECON 2015

## Retail Strategies Summary of RECon



### *#RECon2015*

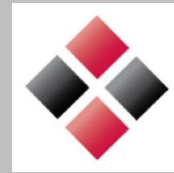
The Retail Strategies team had a very productive RECon 2015! Our retail recruiters and client managers have been setting meetings for more than a month with retailers, brokers and developers to discuss opportunities in Decatur. ICSC RECon is the largest retail real estate conference of the year and it's one of our best opportunities to get in front of decision makers. RECon is about relationships and with 26 members of our team attending, we had Decatur covered from every angle! Our ability to network with attendees and leverage relationships across the country on behalf of Decatur was fully realized at RECon.

This year Retail Strategies secured a 40x40 booth right next to the new Retail Central Networking Lounge: **Booth #C2220 in Central Hall 5 at the intersection of G Street and 21<sup>st</sup> Ave.** Below is a visual of what our space looked like.

The Retail Strategies team is working diligently to follow up with prospective retailers, brokers, and developers we met with on behalf of Decatur.







## Who's at RECon?

- Nearly 35,000 Industry Professionals
- Over 1,000 Leasing Mall Exhibitors
- Over 200 MarketPlace Mall Exhibitors
- Nearly 100 SPREE RECon Exhibitors
- Over 50 Cities of the World Exhibitors
- 21 Companies in the Finance Pavilion
- 100+ Retailers
- 200+ New Companies Participating in RECon 2015

## Recap of Meetings

Retail Strategies had several productive meetings on behalf of Decatur, including but not limited to:

2<sup>nd</sup> and Charles

Capriotti's Sandwich Shop

Chipotle

Factory Connection

Firehouse Subs

Jersey Mikes

Sears Hometown Store

Sport Clips

Starbucks

Walmart Express

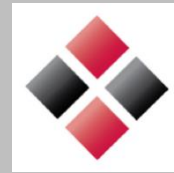
McAlister's

Deep River Partners, LLC

Katz & Associates

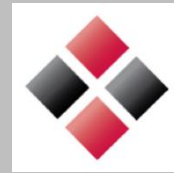
Regency Properties

Hilton



## Recap of Meetings

- 2<sup>nd</sup> and Charles- Opening 10 new stores in 2015; considering doing 10k – 15k sf concepts in smaller markets
- Capriotti's Sandwich Shop- Following up with sites
- Walmart Neighborhood Market/Express- Delivered marketing material; will follow up to gauge interest in Decatur
- Chipotle- Opening 180 new stores in 2015; will follow up with sites
- Factory Connection- Opening 18 new stores; seeks co-tenancy with dollar store, sporting goods, and grocery
- Firehouse Subs- Delivered marketing material; following up to gauge interest in the market
- Jersey Mikes- Needs local franchisee
- Popeyes- Opening 100 new stores in 2015; seeking 2500 sf
- McAlister's- Opening 60 new stores; desired co-tenants are big boxes such as Walmart, Target, Kohl's, Bed Bath & Beyond
- Hilton- Following up on their interest in Decatur



## Recap of Meetings

- Panda Express- Will follow up to gauge interest in the market
- Sears Hometown Store- Needs local franchisee
- Sport Clips- Needs local franchisee
- Starbucks- Opening 200 new stores nationwide
- Deep River Partners, LLC- Brian Price toured market; sent him 23+/- acre site; they are interested
- Katz & Associates- Met with Stephanie Violet; Bath and Bodyworks currently is not interested in the market due to the size
- Regency Properties- Interested in purchasing old malls and strip centers
- The Shopping Center Group- Met with Scott VonConnor, who said Ollies Bargain Brands will consider the market with the right site; Center Pointe is excluded by Big Lots; Decatur Marketplace is in receivership



# Decatur, NC

## RETAIL STRATEGIES UPDATE

Retail Strategies connected with the following retailers on behalf of Decatur, NC:

- Walgreens – for a second location
- Fred's Pharmacy
- Publix – follow up to previous interest
- Sprouts
- Walmart Neighborhood Market – Follow up on previously expressed interest
- Lowe's Food – not interested at this time
- Galaxy Food – sent them the former Save A Lot site
- Logan's
- Chili's – not at this time
- IHOP
- Johnny Rockets
- Buffalo Wild Wings – not at this time
- Huddle House
- Cracker Barrel
- Cheddars
- Golden Corral
- Capriotti's Sandwich Shop
- Caribou Coffee
- Chipotle
- East Coast Wings
- Firehouse Subs
- Five Guys
- Genghis Grill
- Hungry Howies
- Jersey Mike's
- Moe's Southwest Grill
- Panda Express
- PDQ
- Popeyes
- Starbucks
- Tijuana Flats
- Whataburger
- Chick-fil-A
- K&G Fashion
- Roses
- Kohl's
- Gabe's
- Conn's
- HH Gregg
- Jared
- Kay
- Charming Charlies
- Dunham's
- Rural King
- Ulta
- Citi Trends
- DressBarn
- Francesca's Collections
- Bassett Furniture
- Home Goods
- Farmers Home Furniture
- Pier 1 Imports
- Payless
- Foot Locker
- Shoe Carnival
- Rack Room Shoes
- Sheetz
- 2ND & Charles
- Pet Supermarket
- Sport Clips



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# Decatur Public Update

## RETAIL STRATEGIES UPDATE

### Summary of Activity

- Represented Decatur at 4 different ICSC trade shows, including RECON
- Communicated with approximately 75 retailers, brokers, developers, and/or land owners regarding Decatur
- Basecamp access provided with monthly updates on research, detailed conversations and activity
- BOG – “Boots on the Ground” real estate analysis completed
- Research findings and Strategic Plan delivered
- Created customized marketing flyer for Decatur Park - 23 acres
- Confirmed despite national closures, Office Max and Radio Shack will not be closing their locations in Decatur
- Started retail recruitment process. Progress made:
  - Grocery: Connected with 7 and 3 are interested
  - Restaurants: Connected with 28 and 2 are interested
  - Pharmacy: Connected with 3 and 1 is interested
  - Department: none are interested at this time. It is not a category of retail that is actively expanding and most believe that Belk dominates that category within the marketplace.
  - Appliance & Electronics: This is not an expanding category due to e-commerce. However, if a franchisee will commit, Sears Hometown Store would consider opening a “store within a store”.
  - Hardware: 1 is interested
  - Sporting Goods: 1 is interested
  - Hobby: Hobby Lobby will be opening at Shops at Lemon Place
  - Apparel: Retail Strategies worked with tenant rep broker and developer and Ross Dress for Less executed a lease at Shops at Lemon Place
  - Furniture: Mattress Firm executed lease at Shops at Lemon Place
  - Shoes: Rack Room Shoes executed lease at Shops at Lemon Place
  - Discount: In confidential negotiations with two concepts





# Strategic Recruitment Plan

Cypress, California







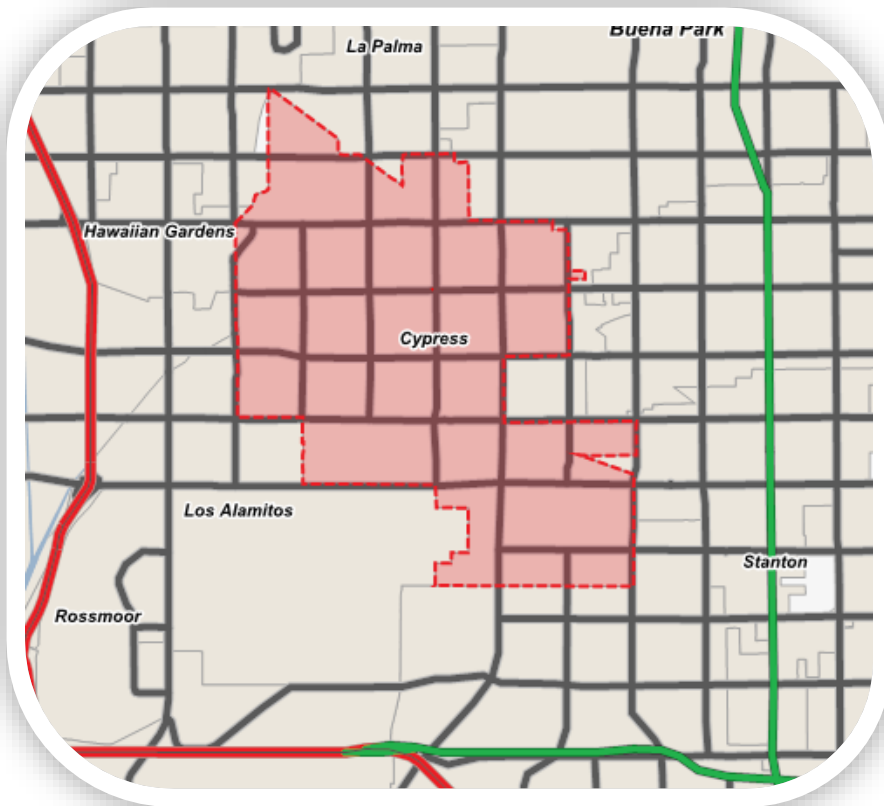
CYPRESS



# our research

# our research

| Retail Strategies



## DEMOGRAPHIC REPORTS

- Detailed Demographics
- Age by Gender
- Age by Income
- Household Wealth
- Income and Disposable Income
- Consumer Behaviors
- Consumer Attitudes

## TAPESTRY SEGMENTATION ANALYSIS

## PEER ANALYSIS

## RETAIL SPENDING REPORTS

- Consumer Expenditures
- Consumer Attitudes

## RETAIL GAP ANALYSIS

## RETAIL VOID ANALYSIS

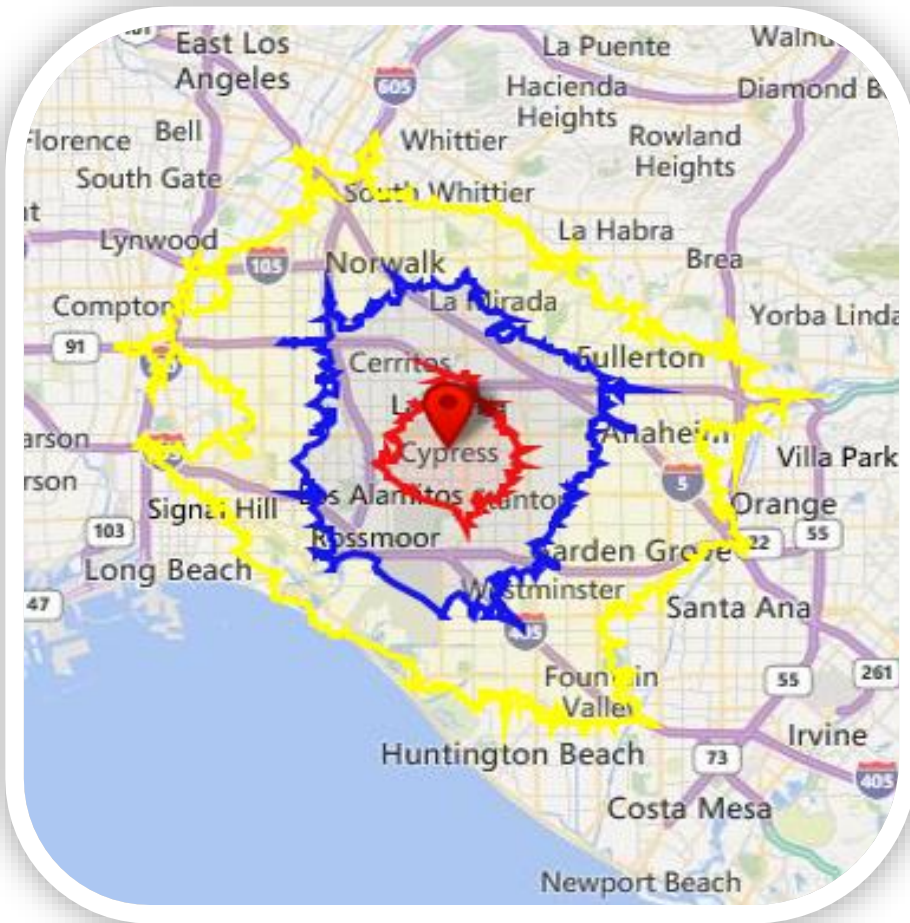


# market analysis



Category	3 Mile Radius	5 Mile Radius	10 Mile Radius
Population 2015	230,243	594,330	2,398,083
Population 2020	233,599	603,511	2,445,808
Median Household Income 2015	\$69,793	\$67,962	\$61,928
Median Household Income 2020	\$75,228	\$73,520	\$67,393
Total Employees	184,572	474,780	1,886,892

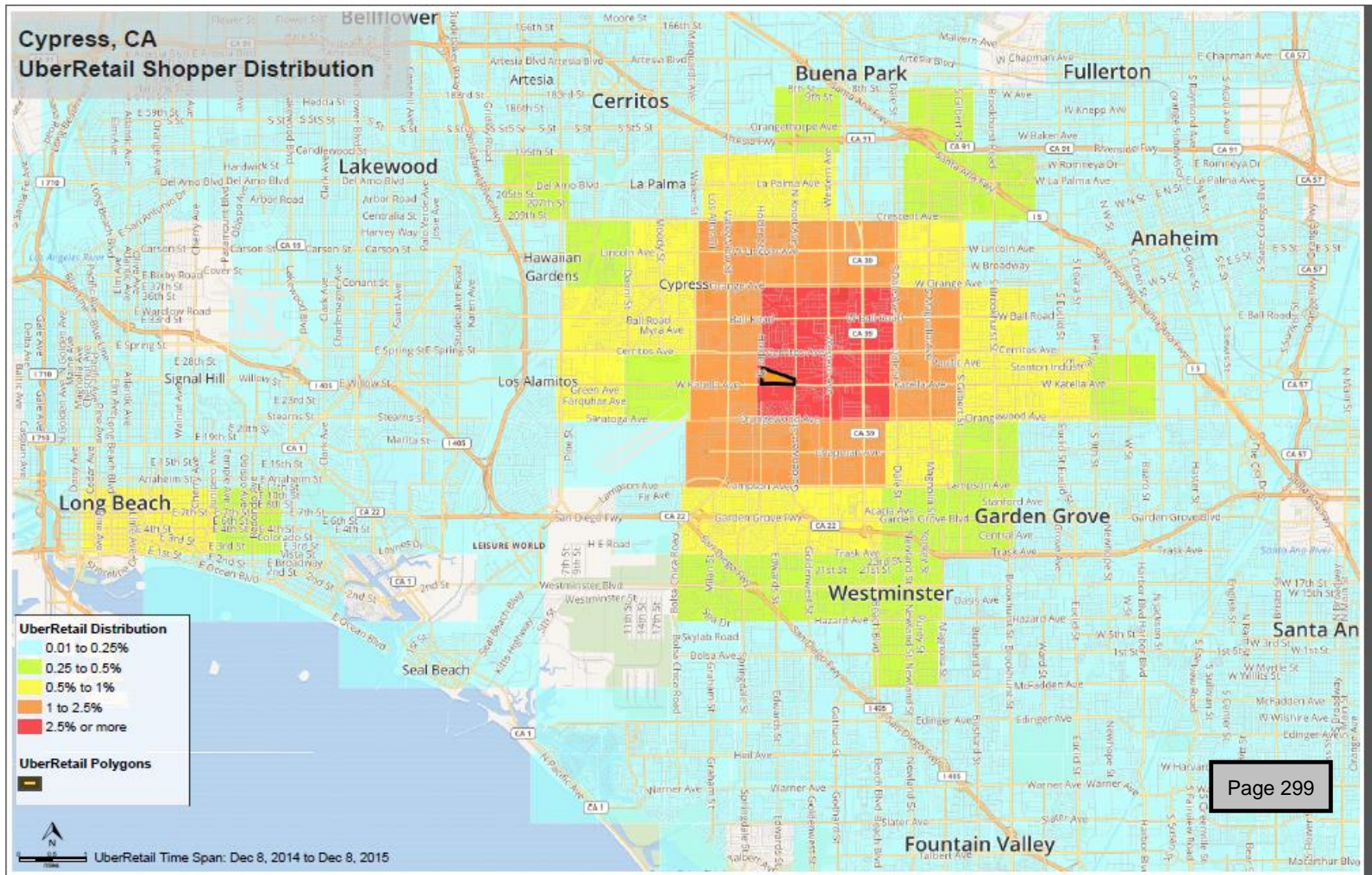
# market analysis



Category	5 Minute Drive Time	10 Minute Drive Time	15 Minute Drive Time
Population 2015	110,790	535,272	1,731,841
Population 2020	113,220	545,050	1,764,541
Median Household Income 2015	\$71,591	\$69,399	\$63,814
Median Household Income 2020	\$76,706	\$75,035	\$69,272
Total Employees	89,427	426,494	1,367,351



# cell phone tracking

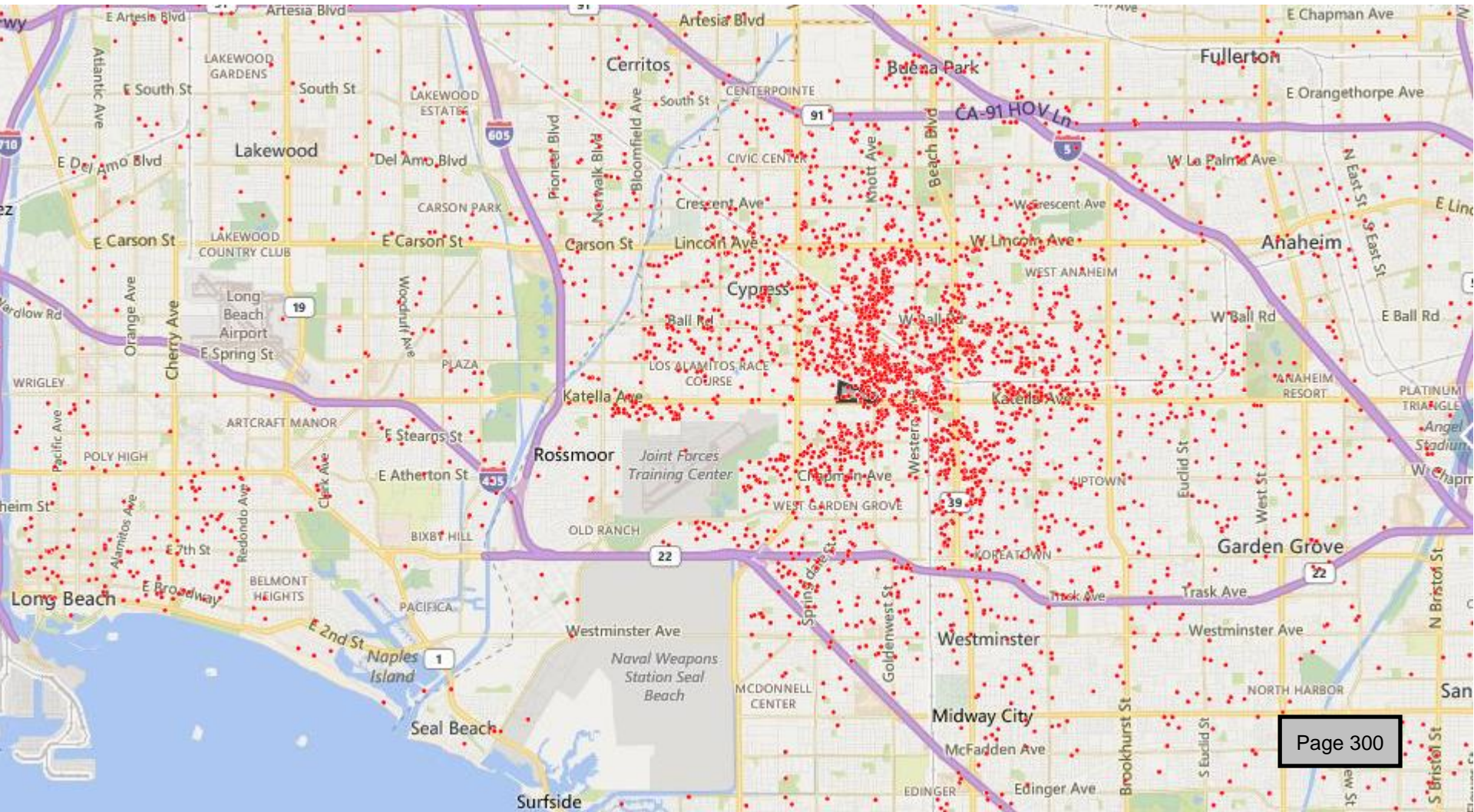




# cell phone tracking

| Retail Strategies

Home Location

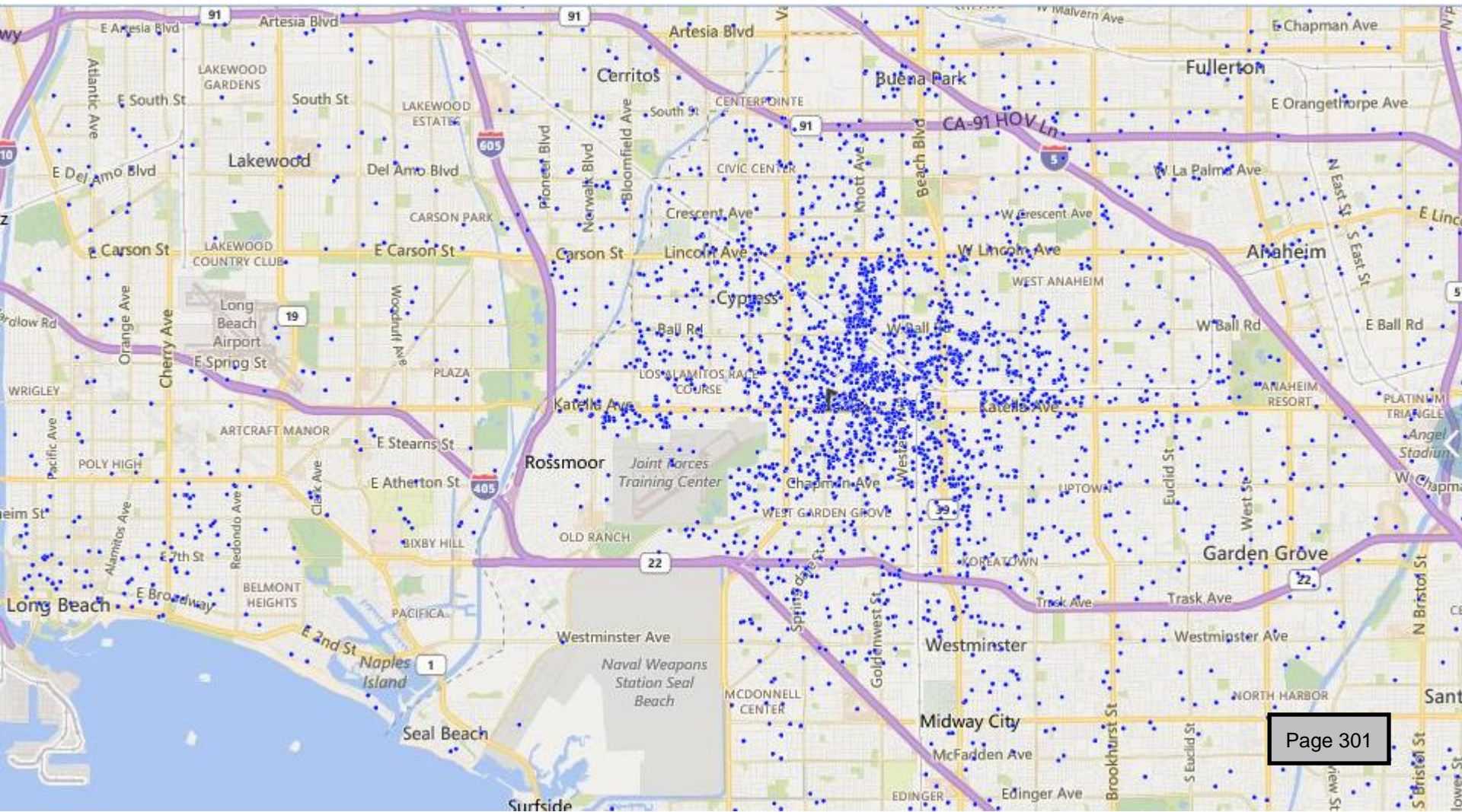




# cell phone tracking

| Retail Strategies

Work Location



# tapestry segmentation

| Retail Strategies



## LifeMode Group: Upscale Avenues Pleasantville

2B

Households: 2,674,000

Average Household Size: 2.86

Median Age: 41.9

Median Household Income: \$85,000

### MARKET PROFILE (Consumer preferences are estimated from data by GfK MRI)

- Prefer imported SUVs, serviced by a gas station or car dealer.
- Invest in conservative securities and contribute to charities.
- Work on home improvement and remodeling projects, but also hire contractors.
- Have bundled services (TV/Internet/phone).
- Access the Internet via fiber optics or cable modem, on a newer computer, to pay bills, make purchases, and track investments.
- Subscribe to premium channels (HBO, Showtime, or Starz) and use video-on-demand to watch TV shows and movies.
- Enjoy outdoor gardening, going to the beach, visiting theme parks, frequenting museums, and attending rock concerts.

Median Age: 41.9 US: 37.6

| Indicates US





# tapestry segmentation

2B

LifeMode Group: Upscale Avenues

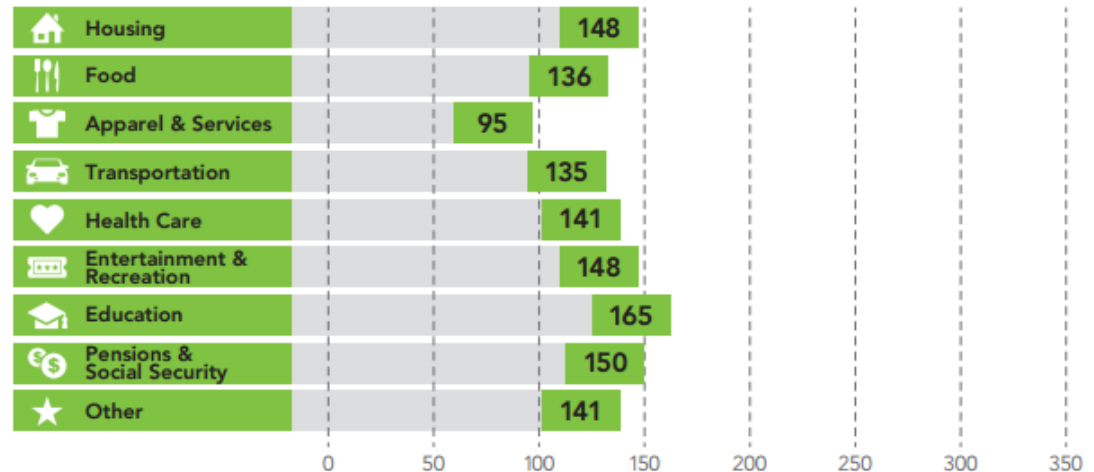
## Pleasantville

### WHO ARE WE?

Prosperous domesticity best describes the settled denizens of *Pleasantville*. Situated principally in older housing in suburban areas in the Northeast (especially in New York and New Jersey) and secondarily in the West (especially in California), these slightly older couples move less than any other market. Many couples have already transitioned to empty nesters; many are still home to adult children. Families own older, single-family homes and maintain their standard of living with dual incomes. These consumers have higher incomes and home values and much higher net worth (Index 400). Older homes require upkeep; home improvement and remodeling projects are a priority—preferably done by contractors. Residents spend their spare time participating in a variety of sports or watching movies. They shop online and in a variety of stores, from upscale to discount, and use the Internet largely for financial purposes.

### AVERAGE HOUSEHOLD BUDGET INDEX

The index compares the average amount spent in this market's household budgets for housing, food, apparel, etc., to the average amount spent by all US households. An index of 100 is average. An index of 120 shows that average spending by consumers in this market is 20 percent above the national average. Consumer expenditures are estimated by Esri.





# tapestry segmentation

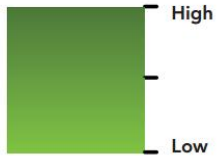
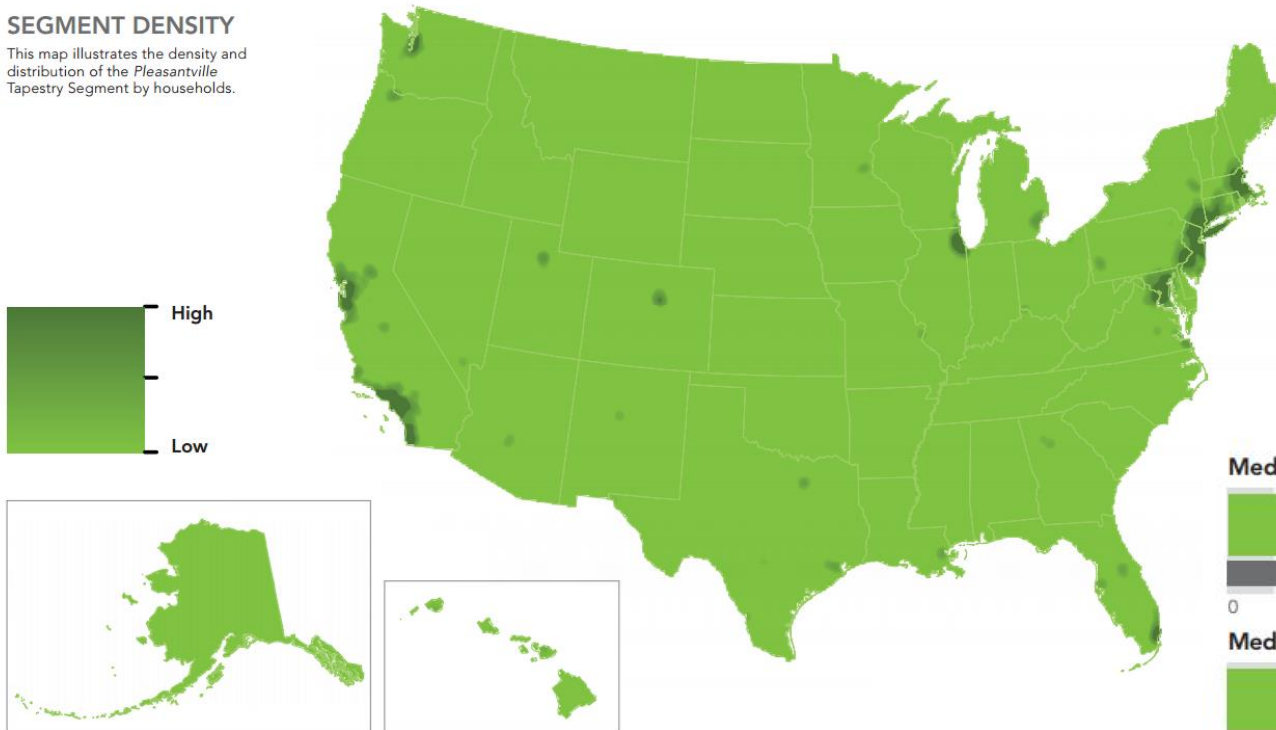
2B

LifeMode Group: Upscale Avenues

## Pleasantville

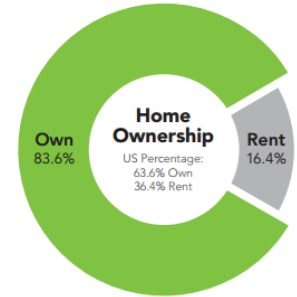
### SEGMENT DENSITY

This map illustrates the density and distribution of the Pleasantville Tapestry Segment by households.

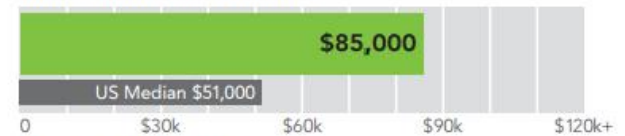


**Typical Housing:**  
Single Family

**Median Value:**  
\$312,000  
US Median: \$177,000



### Median Household Income



### Median Net Worth



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# tapestry segmentation

| Retail Strategies



## LifeMode Group: Upscale Avenues Pacific Heights

2C

Households: 870,000

Average Household Size: 3.13

Median Age: 41.8

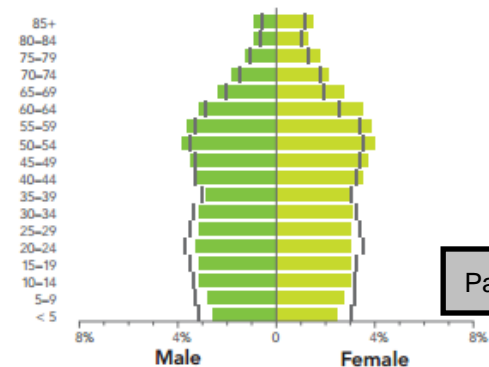
Median Household Income: \$84,000

### MARKET PROFILE (Consumer preferences are estimated from data by GfK MRI)

- Prefer imported vehicles, owning later models.
- Favor trendier stores for apparel, Costco and specialty markets for groceries
- Own iPods, iPads, and newer Mac computers.
- Use the Internet to visit online blogs and chat rooms, watch TV programs and movies, trade and track investments, and make purchases.
- Enjoy gambling at casinos, visiting theme parks, eating out at family restaurants, stopping by Starbucks for coffee, listening to jazz and New Age music, and reading fashion magazines.
- Partial to Showtime, HBO, Travel Channel, and CNN.
- Make phone calls overseas; some foreign travel over the last 3 years.

Median Age: 41.8 US: 37.6

| Indicates US



# tapestry segmentation

2C

LifeMode Group: Upscale Avenues

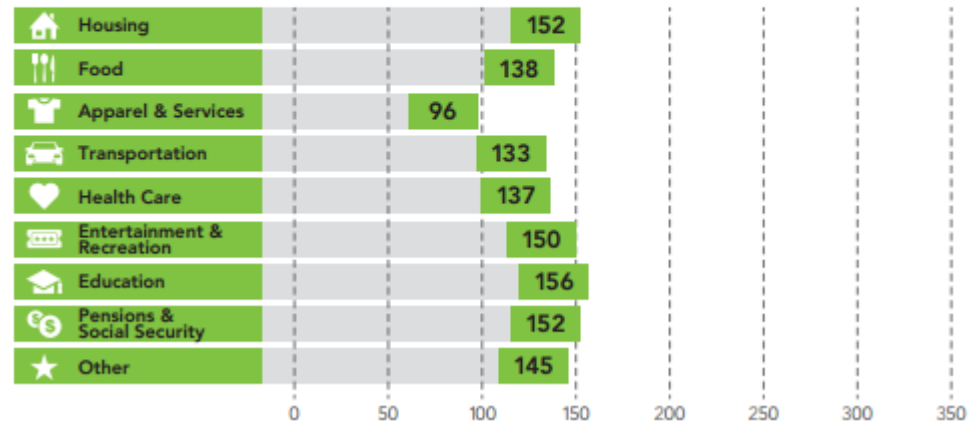
## Pacific Heights

### WHO ARE WE?

*Pacific Heights* is one of the smaller markets (with less than 1 percent of households), composed of upscale neighborhoods in the urban periphery of metropolitan areas, along the Pacific Coast in California, in Hawaii, and in the Northeast. This market includes the highest percentage of Asian and multiracial populations; many of them born outside the US. This is a family market, distinguished by married-couple families, with and without children, some in multigenerational households. They own their homes, mainly high-priced single-family homes, with a higher proportion of town houses. Workers are generally employed in white collar occupations such as business, computer, architecture, and engineering roles. Median household income and net worth are much higher than the US. These trendy residents buy nice food and clothing, as well as the latest gadgets. They keep up with family overseas with frequent phone calls and foreign travel.

### AVERAGE HOUSEHOLD BUDGET INDEX

The index compares the average amount spent in this market's household budgets for housing, food, apparel, etc., to the average amount spent by all US households. An index of 100 is average. An index of 120 shows that average spending by consumers in this market is 20 percent above the national average. Consumer expenditures are estimated by Esri.



# tapestry segmentation

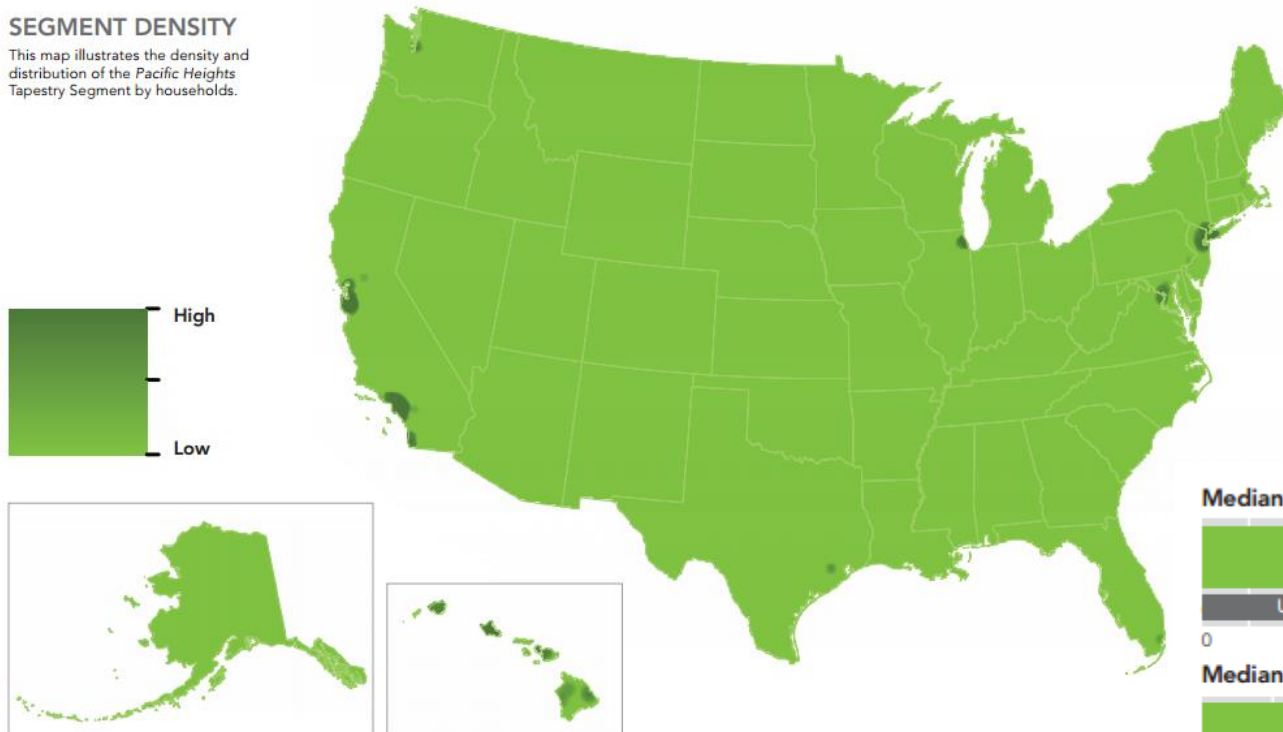
2C

LifeMode Group: Upscale Avenues

## Pacific Heights

### SEGMENT DENSITY

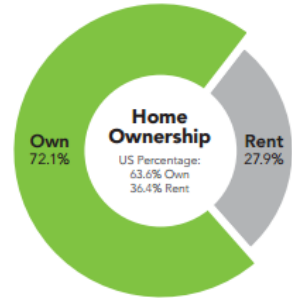
This map illustrates the density and distribution of the Pacific Heights Tapestry Segment by households.



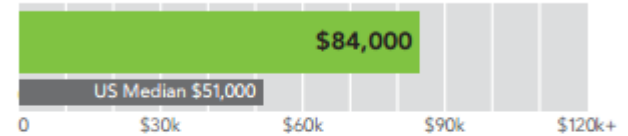
**Typical Housing:**  
Single Family

**Median Value:**  
\$469,000

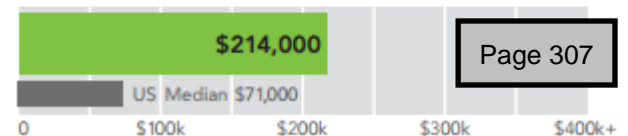
US Median: \$177,000



### Median Household Income



### Median Net Worth





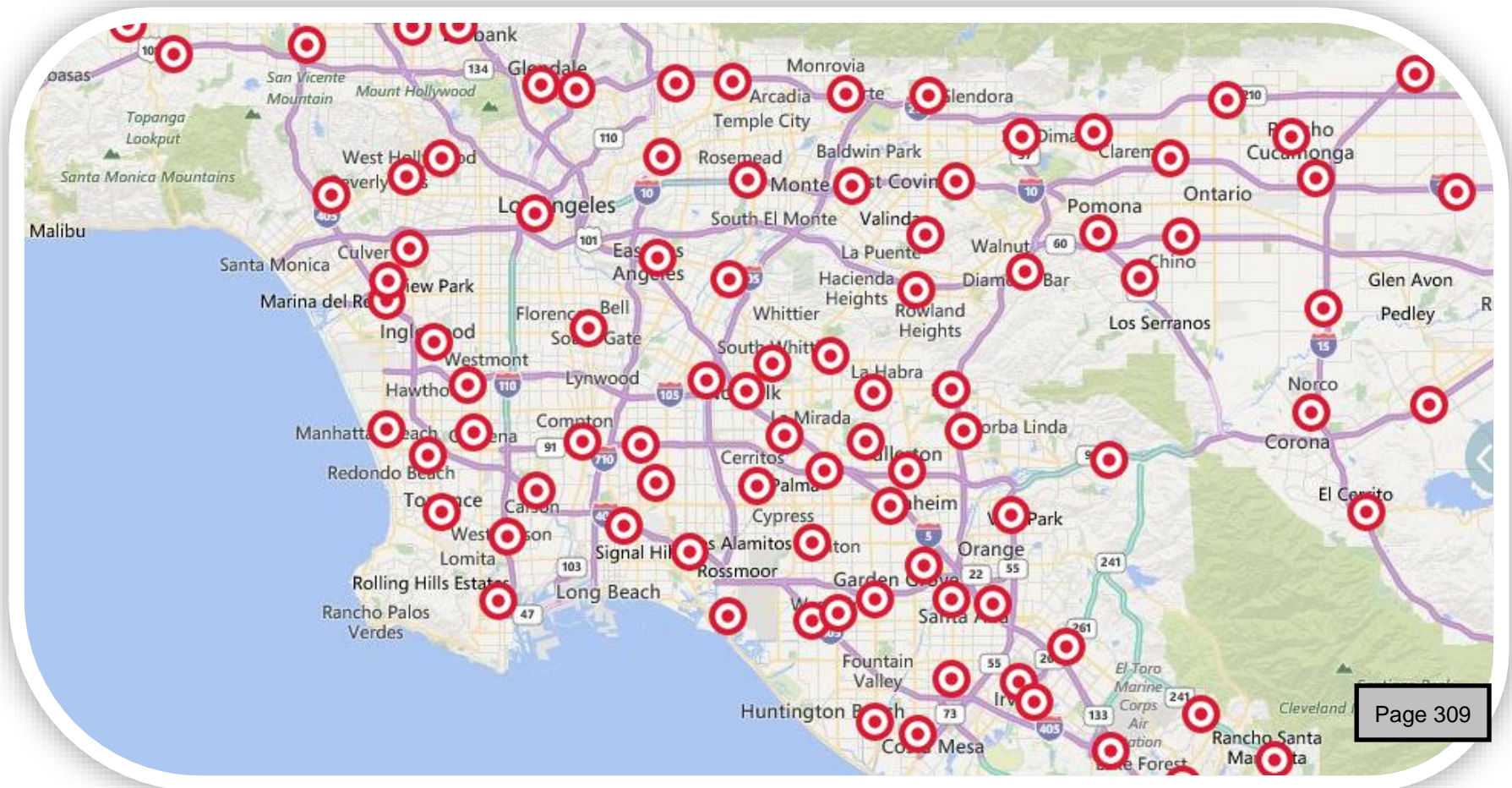


# peer & gap analysis

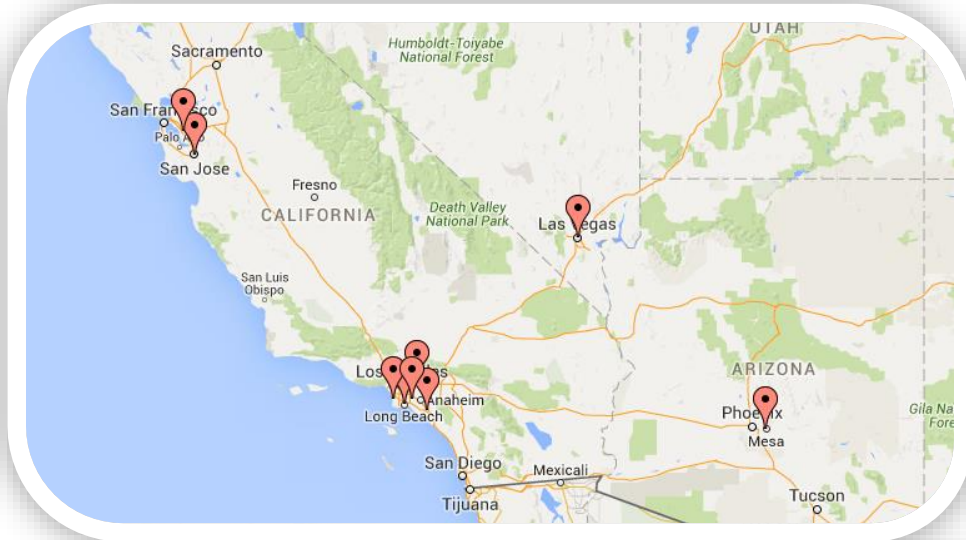


# peer analysis

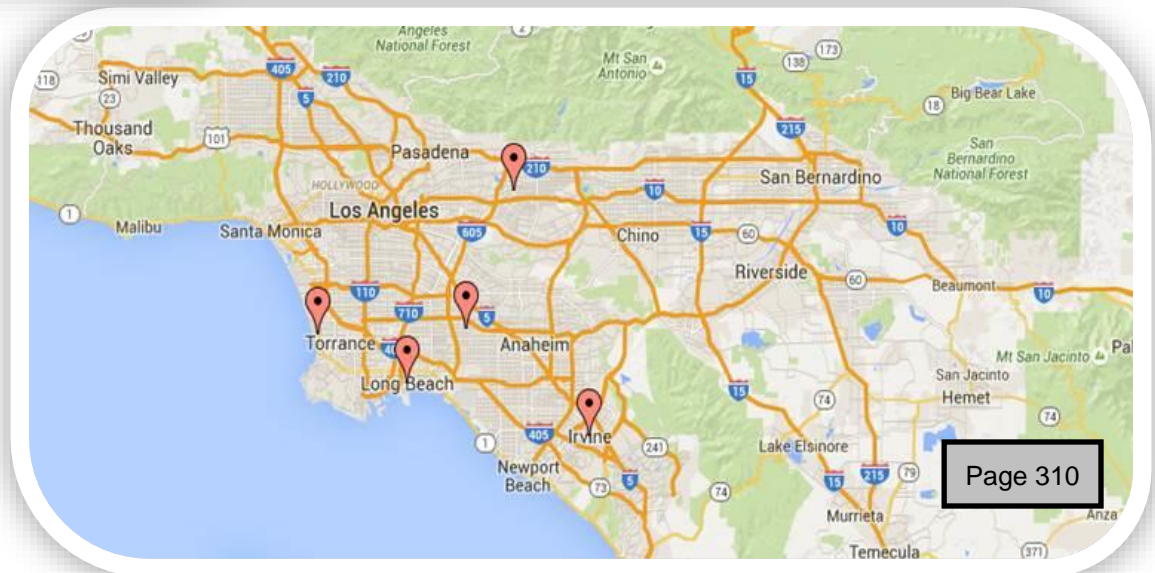
The Peer Analysis is drawn from a 5 minute drive time from every Target location in the country then narrowed to your region. The demographic variables used are population, income and daytime population. The retail real estate variables are market supply and gross leasable area. Using each of these, we can pull a true comparison. Looking at the peer retail mix and comparing it to Cypress, gives us analysis beyond typical demographic reporting.



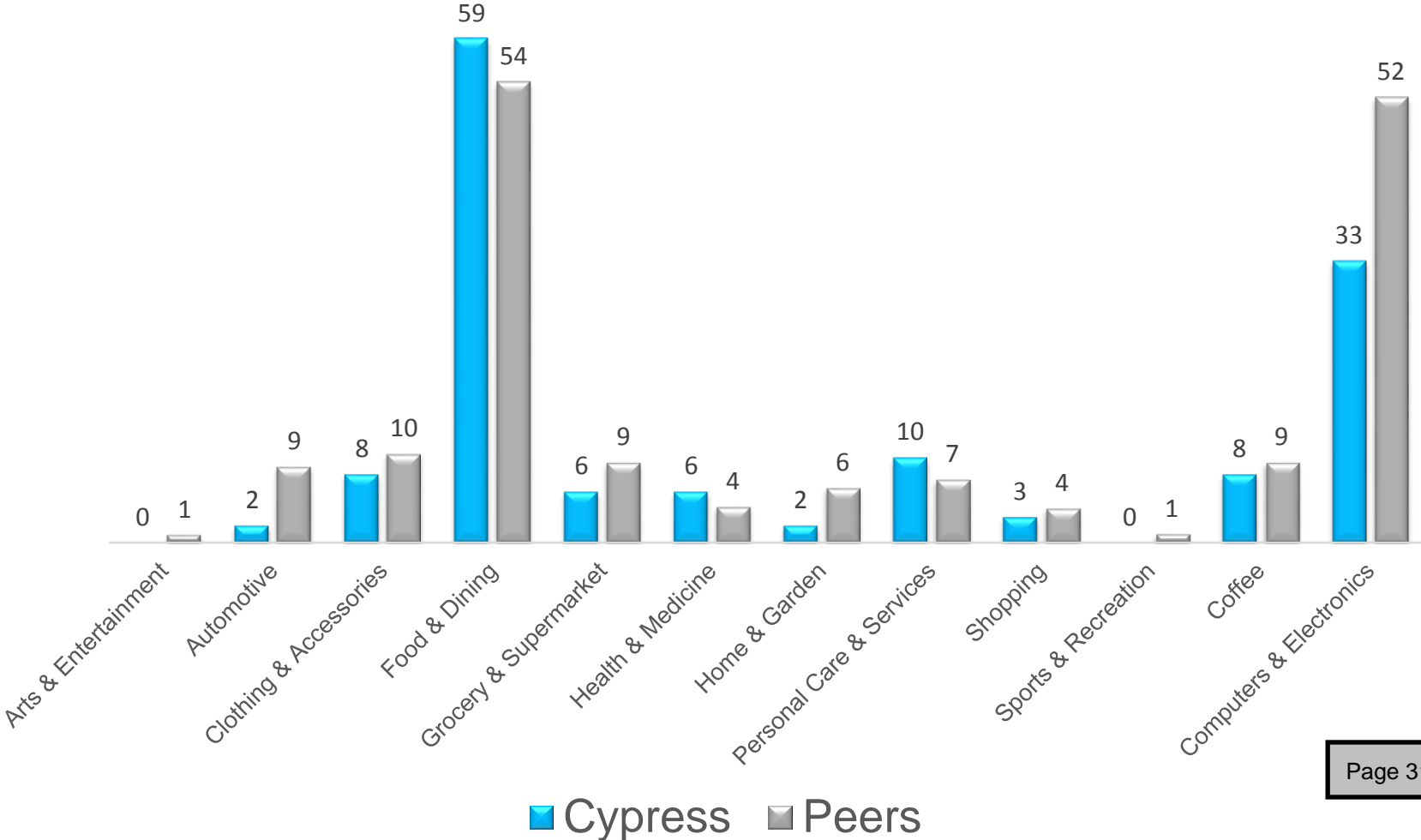
# peer analysis



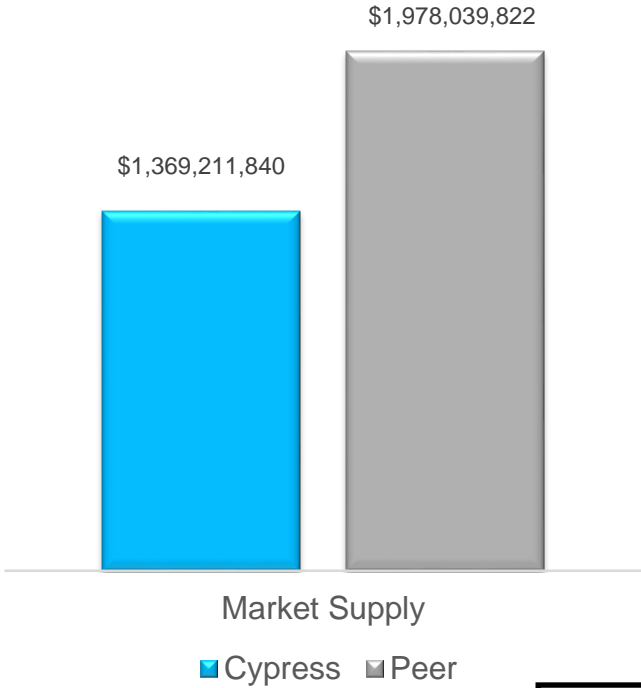
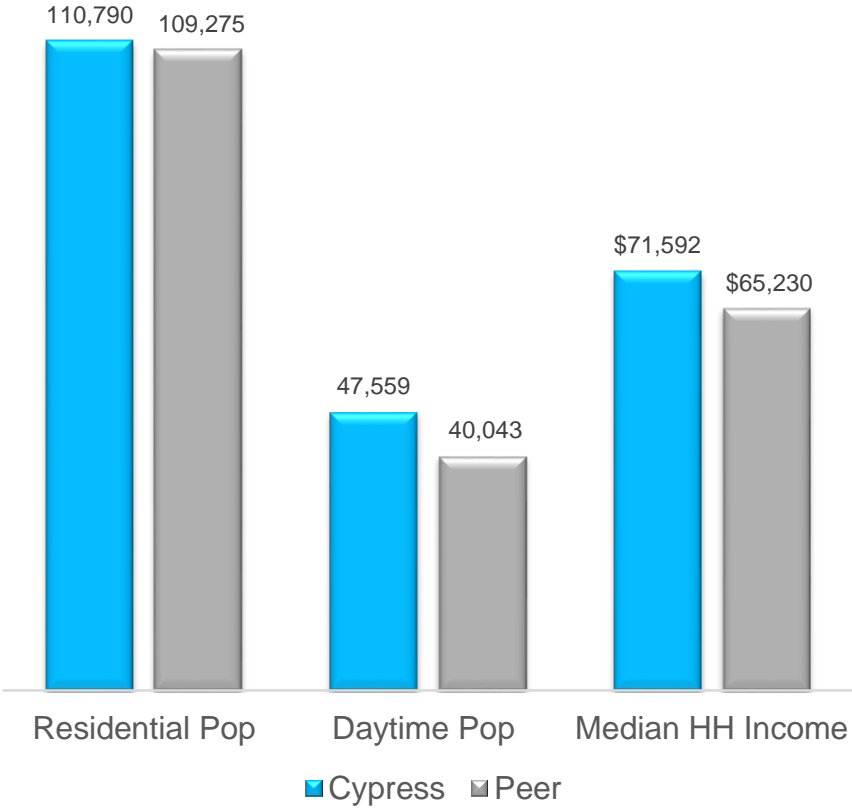
Nine Peer locations were identified in California



# peer analysis

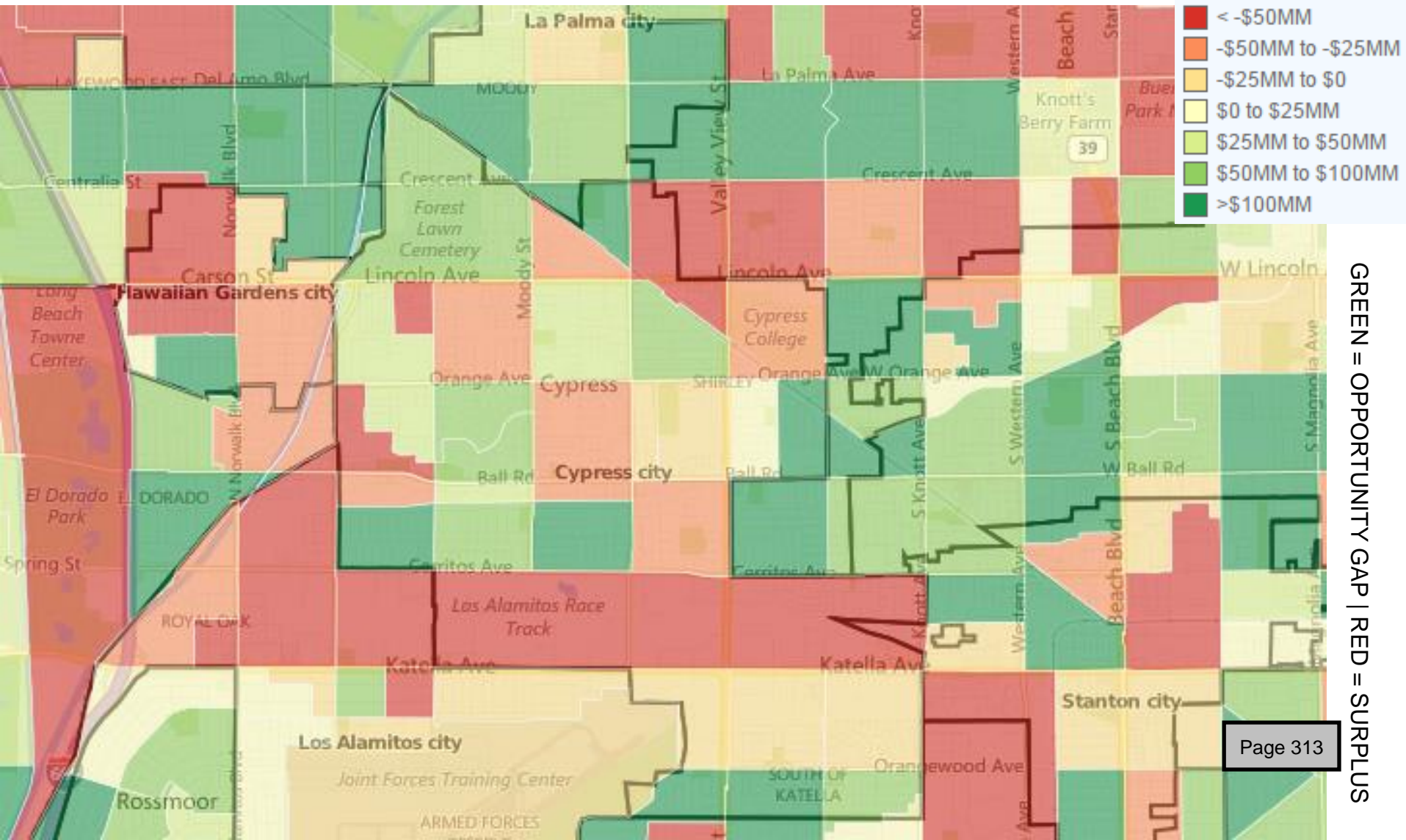


# peer analysis





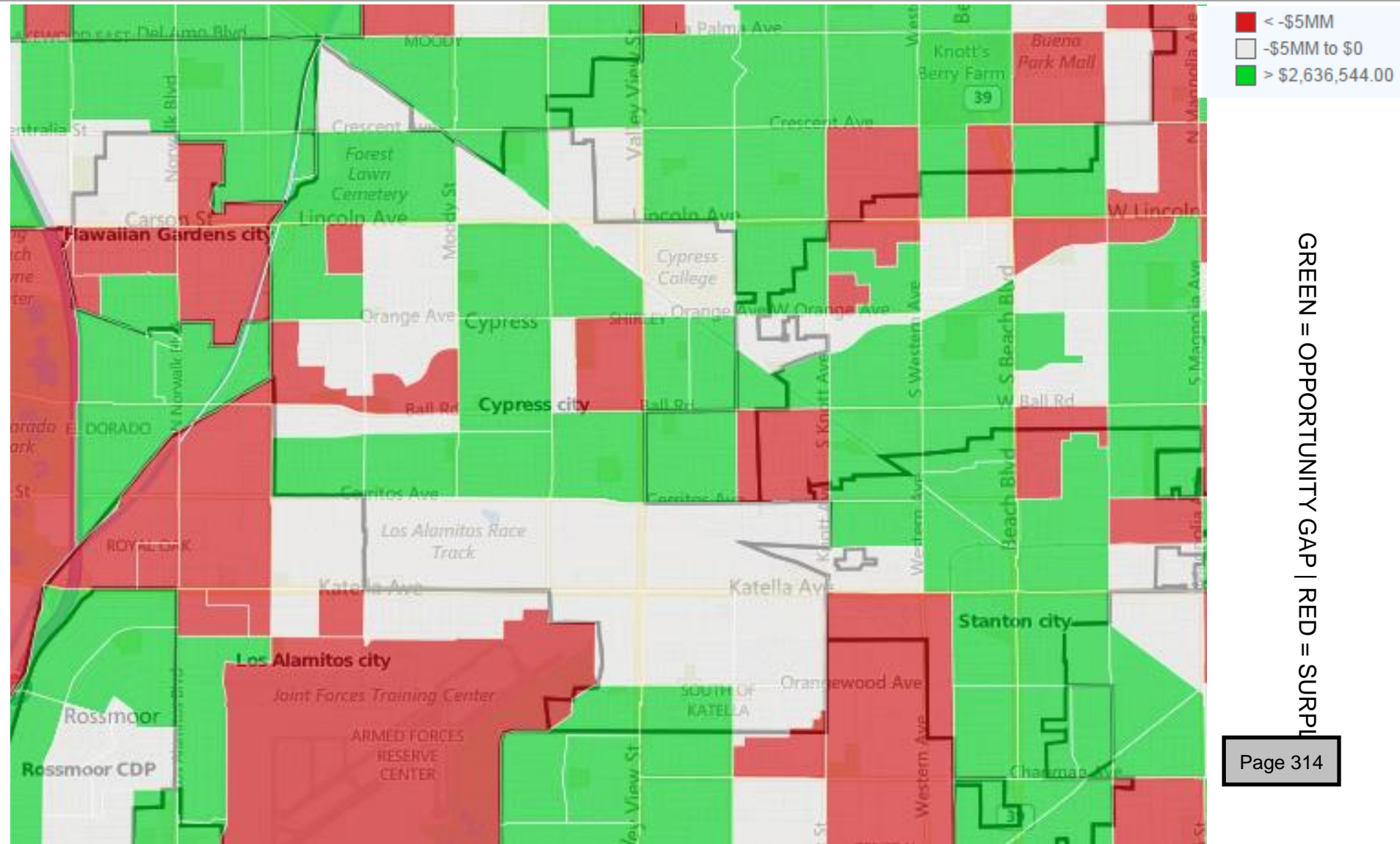
# gap analysis - overall





# gap – food & beverage

Retail Strategies



GREEN = OPPORTUNITY GAP | RED = SURPLUS

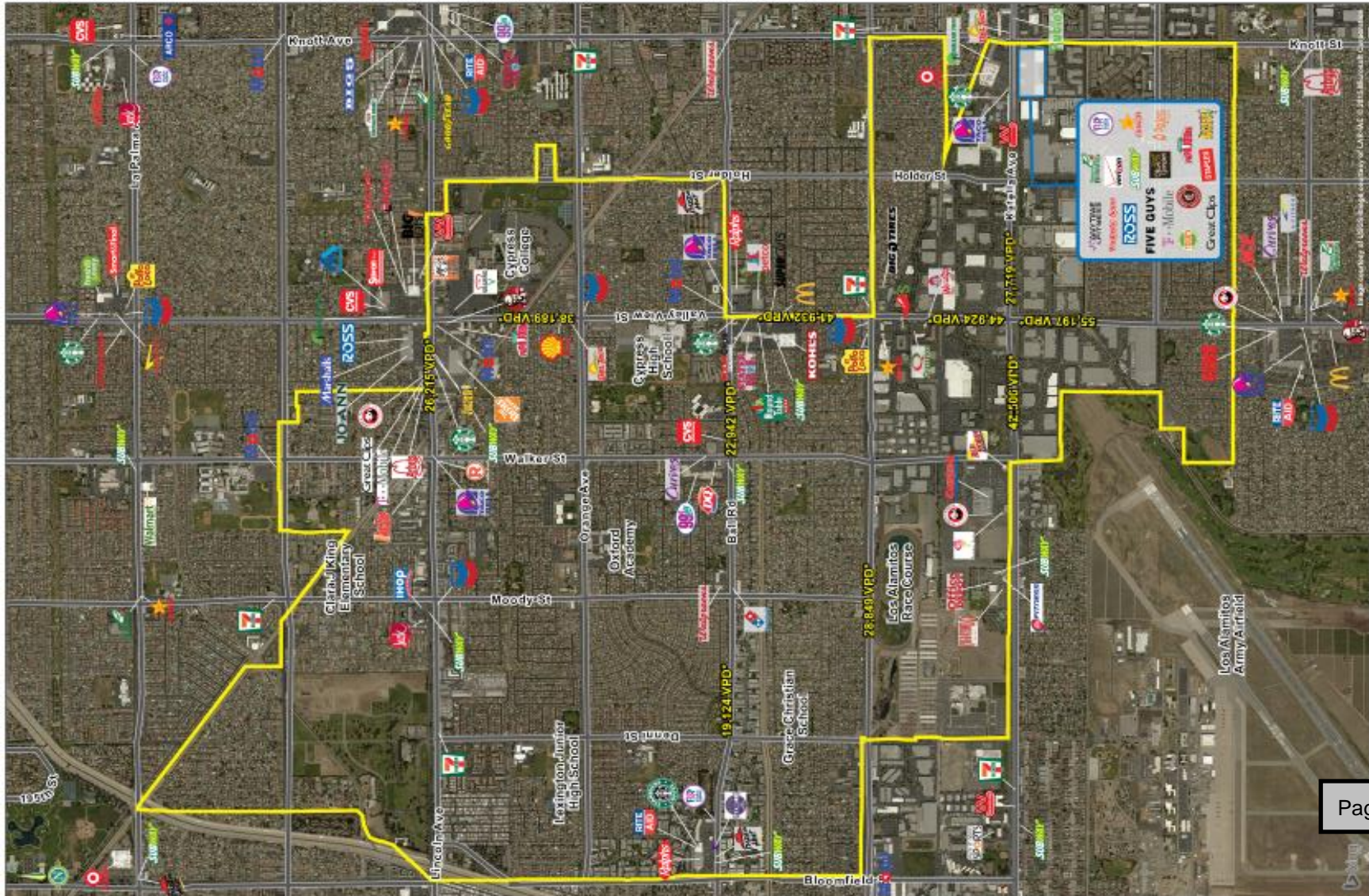


# retail landscape



# current retail overview

This map was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty. Lat: 33.819145 Lon: -119.036727 Zoom: 3.2 mi



## CYPRESS, CALIFORNIA

Major Retail & Restaurants

Logos are for identification purposes only and may be trademarks of their respective companies.

# focus properties

Number	Name	Address	Property Strategy
1	Campus View Center	9111 Valley View Street	Improve tenant mix
2	Lincoln Ave Properties	6045 Lincoln Avenue	Higher and Better Use Zone
3	Lakeshore Plaza	9187 Valley View Street	Improve tenant mix
4	Cypress Village	9515 Valley View Street	Redevelopment Opportunity
5	Stater Brothers Center	10031 Valley View Street	Monitor
6	Former Walgreens	6045 Lincoln Avenue	Backfill
7	Cypress Point	5950 Corporate Avenue	Fill Vacancy
8	Strip in front of Costco	5373 Katella Avenue	Monitor
9	City Owned Land – Proposed Development	5351 Katella Avenue	New Development
10	Office Depot	4955 Katella Avenue	Monitor for national closings
11	Barton Place Development	4921 Katella Avenue	New Development – local & regional restaurants
12	Meridian Plaza	6835 Katella Avenue	Fill Vacancy
13	The Boardwalk Development	5895 Katella Avenue	Redevelopment – National Restaurant Concepts







# focus properties



# priority focus projects

## Barton Place Development

4921 Katella Avenue

- +/- 900 feet of direct frontage on Katella Avenue
- Pad sales, ground lease, or built-to-suite opportunities
- Adjacent to an approved 244-unit, pedestrian-oriented Barton Place luxury senior housing community





# priority focus projects

| Retail Strategies

## The Boardwalk Development

5895 Katella Avenue

- Infill redevelopment project focused on attracting restaurant and food offerings.
- Busiest intersection in the City of Cypress
- 23,500 SQ FT free standing building
- 5:1000 parking ratio



# long term development properties

Number	Name	Address	Long Term Strategy
1	Radio Shack Strip Center	5490 Lincoln Avenue	<ul style="list-style-type: none"> <li>Lincoln Avenue is populated with several commercial strips centers that cater to value and convenience. Commercial land is limited and valuable in Cypress. Therefore the long term strategy for this corridor will be to redevelop several of these properties for an improved tenant mix. Improved tenant mix will increase sales tax, property value and quality of</li> </ul>
2	Icon Beverages Strip Center	5721 Lincoln Avenue	
3	Dalton's Restaruant	5591 Lincoln Avenue	
4	Downtown Strip	8972 Walker Street	
5	Farmers Insurance Strip Center	5367 Lincoln Avenue	
6	Small Strip with Dentist	5305 Lincoln Avenue	
7	Tower Business Center	5241 Lincoln Avenue	
8	Cypress Square	4901 Lincoln Avenue	
9	Lincoln Avenue Plaza	4300 Lincoln Avenue	
10	Mission Center	4470-80 Lincoln Avenue	
11	7-Eleven Center	4504 Lincoln Avenue	
12	Delmar Plaza	4552 Lincoln Avenue	
13	Higher and Better Use Zone	4620 Lincoln Avenue	
14	Strip Center in front of Extra Space Storage	4670 Lincoln Avenue	
15	Strip Center next to Extra Space Storage	4700 Lincoln Avenue	
16	Howard's Coffee Shop Strip Center	4760 Lincoln Avenue	
17	Higher and Better Use Zone	4872 Lincoln Avenue	
18	Higher and Better Use Zone	5022 Lincoln Avenue	
19	Available Corner Building	5242 Lincoln Avenue	
20	Available Building	5262 Lincoln Ave	
21	Higher and Better Use Zone	5302 Lincoln Ave	



# long term development properties

| Retail Strategies







# recruitment



# our recruitment process

| Retail Strategies



## Represent

- Cypress at ICSC conferences in Las Vegas, Chicago, New York, Dallas, Orlando, Nashville, & Atlanta



## Overcome

- Objections by effectively and creatively showing expansion opportunities



## Connect

- Landowners with developers. Connect leasing/brokerage professionals with potential tenants based on location & real estate requirements.

# our recruitment process

| Retail Strategies



## Leverage

- Retail Strategies' national network of retail, restaurant, developer & investor relationships on behalf of Cypress.



## Communicate

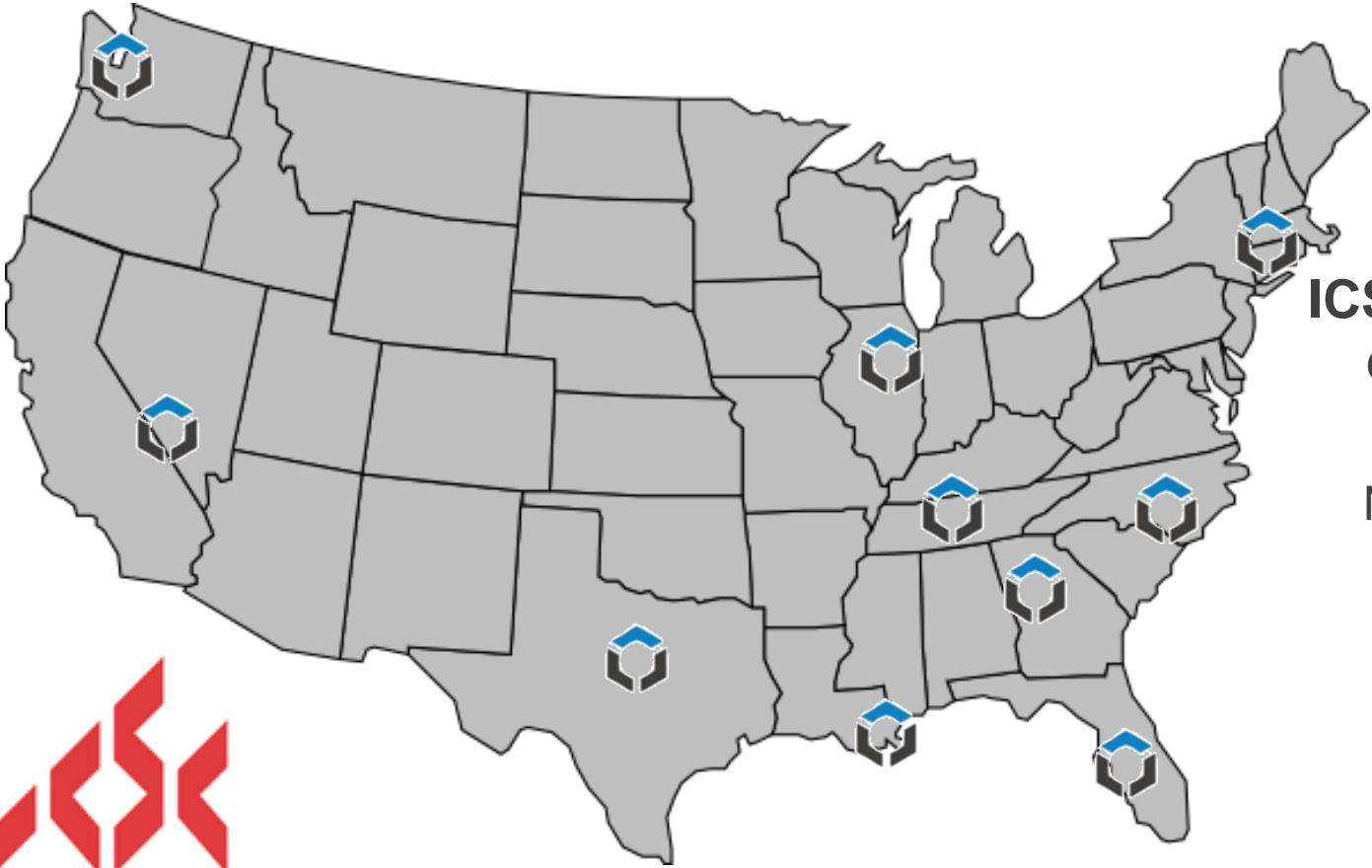
- With local real estate professionals & support their efforts by providing research & industry information such as "new-to-market" retailers.



## Initiate

- Continue aggressive outreach/marketing campaign to targeted retailers & restaurant prospects through direct contact, tenant representatives, preferred developer relationships.

# conference representation



## ICSC DEAL MAKING CONFERENCES

- LAS VEGAS
- NEW YORK CITY
- DALLAS
- ATLANTA
- CHICAGO
- ORLANDO
- NEW ORLEANS
- CHARLOTTE
- TENNESSEE
- SAN D



# marketing guide

| Retail Strategies



## Market Highlights

### Quick Facts

- Through our planning efforts over time, the City of Cypress has integrated land uses to encourage development opportunities that bring a sense of place, amenities, and faster community gathering. Encouraging communication, the City's pro business development team will facilitate discussions with your team of professionals to reduce your challenges and expedite the site identification, development and/or relocation process. From our fast-track approval process to bringing together City Officials and other involved agencies, our goal is to provide you with the best possible service in the most expeditious manner possible.
- Our existing retail sector produces the 6th highest sales tax per capita in Orange County, which includes 34 incorporated cities. The per capita sales tax average for Orange County is \$165, the State of California is \$136, and Cypress is \$233.



### Major Area Employers

Company Name	Industry Description	Employment
United Health Group	Healthcare	2400
Cypress College	Education	946
Samsara	Software/Tech Services	650
Los Al Race Course	Recreation/Gaming	450
Yan	Corp. Office - Clothing Design/Mfg	425
Yamaha Motor Corp	Corp. Office - Sport Utility Vehicles	372
Costco - Cypress	Retail Warehouse	368
GES	Event Display Design/Mfg	300
Manhattan Beachwear	Corp. Office - Clothing Design/Mfg	276
Christa Digital	Digital Projection Mfg	230

### Major Area Schools

School Name	Enrollment
Cypress High School	2,487
Oxford Academy	1,172
Levington Junior High School	1,263
Clara J. King Elementary School	866
Margaret Landall Elementary School	728
Juliet Morris Elementary School	757
Frank Yessaki Elementary School	674

### Focus Properties

#### Property Name

- Campus View Center
- Lakeshore Plaza
- Cypress Village
- Stoker Brothers Center
- Farmer Walgreens
- Cypress Point
- Strip in front of Costco
- Vacant Land in front of Horse Track
- 24 Hour Fitness Center
- Large Vacant Lot next to Cotton Wood Church
- Target Anchored Center
- Icon Beverages Strip Center
- Dallen's Restaurant
- Downtown Strip

#### Property Address

- 9111 Valley View Street
- 9187 Valley View Street
- 9516 Valley View Street
- 10031 Valley View Street
- 4006 Lincoln Avenue
- 5950 Corporate Avenue
- 5273 Katella Avenue
- 5351 Katella Avenue
- 4956 Katella Avenue
- 4921 Katella Avenue
- 6835 Katella Avenue
- 5721 Lincoln Avenue
- 5591 Lincoln Avenue
- 6972 Walker Street

#### Property Name

- Farmer Insurance Strip Center
- Small Strip with Dentist
- Tower Business Center
- Cypress Square
- Lincoln Avenue Plaza
- Mission Center
- 7-Eleven Center
- Dellmar Plaza
- Strip Center in front of Extra Space Storage
- Strip Center next to Extra Space Storage
- Howard's Coffee Shop Strip Center
- Available Corner Building
- Available Building
- Radio Shack Strip Center

#### Property Address

- 5267 Lincoln Avenue
- 6205 Lincoln Avenue
- 5241 Lincoln Avenue
- 4901 Lincoln Avenue
- 4300 Lincoln Avenue
- 4470-80 Lincoln Avenue
- 4504 Lincoln Avenue
- 4552 Lincoln Avenue
- 4670 Lincoln Avenue
- 4700 Lincoln Avenue
- 4760 Lincoln Avenue
- 5242 Lincoln Avenue
- 5262 Lincoln Avenue
- 5490 Lincoln Avenue

## GAP ANALYSIS

The Gap Analysis is a summary of the primary spending Gaps segmented by retail category. It measures actual consumer expenditures within the City's trade area and compares it to the potential retail revenue generated by retailers in the same area. The difference between the two numbers reflects leakage, or the degree to which consumers travel outside the community for certain retail goods and services. The Gap analysis is a useful tool to gauge retail supply and demand within the community.



Clothing Stores \$81,725,205	Shoe Stores \$18,017,119
Optical Stores \$88,348,286	Specialty Food Stores \$11,126,342
Big Merchants, Groceries & Beer Stores \$40,368,038	General Merchandise Stores \$7,818,820
Furniture & Home Furnishings Stores \$40,296,069	Jewelry, Luggage & Leather Goods Stores \$6,629,004
Sporting Goods, Hobby, Book & Music Stores \$23,410,200	Musical Instruments Retailers \$2,980,087
Electronics & Computer Stores \$14,892,284	

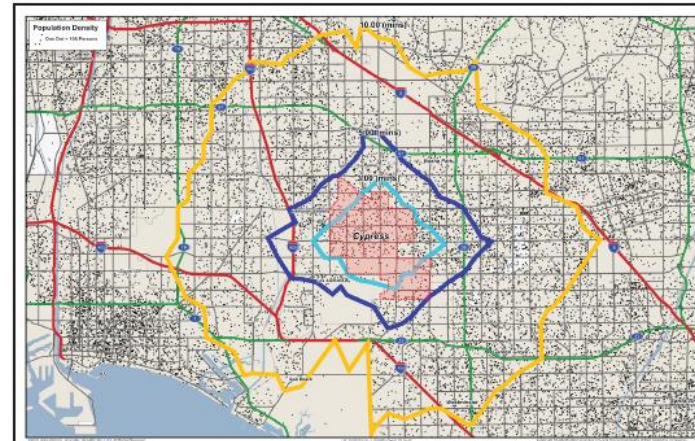
Distance: 10 Minute Drive Time

# CYPRESS, CALIFORNIA

## Marketing Guide



Cypress, California - Orange County



**Steven Clarke**  
 clarke@ci.cypress.ca.us

City of Cypress  
 5275 Orange Avenue  
 Cypress, CA 90630  
 Office: (714) 229-6728

www.ci.cypress.ca.us

### DEMOGRAPHIC PROFILE

2015 Estimated Population  
 Total Number of Employees  
 Median HH Income

### 3 Minute Drive Time

23,447  
 10,415  
 \$89,775

### 5 Minute Drive Time

72,306  
 29,562  
 \$74,390

### 10 Minute Drive Time

330,265  
 118,517  
 \$72,421

Page 328





# Thank You!



# A Few Examples of Our Recruitment

## Moline, IL: Dick's Sporting Goods

### The Story

Retail Strategies assisted in the recruitment of Dick's Sporting Goods to the struggling SouthPark Mall in Moline, IL within the first year of our engagement. By working with Macerich, which is one of the largest REIT's in the Country, Retail Strategies was able to assist in landing the major sporting goods retailer in the market.

### In the News

"What closed the deal finally was when Retail Strategies came in and gave the company the demographic information they wanted and showed the company how Macerich was making the investment in SouthPark Mall."

– [Ray Forsythe: The City of Moline, IL](#)

"The real estate brokerage community is able to work with Retail Strategies and expose them to the sites we have listed or under development. The company (Retail Strategies) allows us to maximize and multiply our efforts, exposing our Moline locations to potential users across the country,"

– [Jeff Miller: Commercial Broker, Grampp Realty](#)



Site: QConline.com "Marketing Efforts for Moline Already Successful" by Dawn Neuses



# Jasper, AL: TJ Maxx, Petco, Hobby Lobby, & Shoe Carnival

## The Story

Retail Strategies created success in Jasper by executing Jasper’s Strategic Recruiting Plan by working with a developer, property owner, City officials, and the Chamber to put a deal together to redevelop the Jasper Square Shopping Center and bring T.J. Maxx, Petco, Hobby Lobby, & Shoe Carnival to the market. The redevelopment will create approximately 100 jobs and bring in more than \$500,000 a year in sales tax for the city.

## Quote from Our Client

“Our investment in Retail Strategies has been one of the best decisions passed by our Chamber’s leadership. I strongly recommend you consider using their services. You will definitely be pleased with their product.”

– Linda Lewis: President of the Walker County, AL Chamber



## Mountain Brook, AL: Lane Parke

### The Story

Retail recruitment, market analysis and leasing services were provided to the owner of a 1950's-era shopping center and apartment complex, which is being redeveloped into a high-end, mixed-use development. Retail Strategies completed the research and made a presentation to the city to rezone the 27 acre site to PUD. Research uncovered an opportunity to recruit luxury retail tenants, most of which are locating in Alabama for the first time. Lane Parke will feature over 160,000 square feet of luxury retail, 25,000 square feet of office space, a 100 room boutique inn, and 320 luxury residential units.

### The Tenants (More to be Announced)



## Tuscaloosa, AL: Shoppes at Legacy Park

### The Story

Retail Strategies played an integral part in negotiating a \$16.57 million incentive policy for a \$62 million 250,000 square foot shopping center in Tuscaloosa, AL. The new retail shopping center will cover 16.2 acres and bring new to market concepts Fresh Market, DSW, Chuy's, World Market, Bed Bath and Beyond, Pet's Smart, Dick's Sporting Goods, and several other desired tenants.

### Economic Impact

\$30+ Million Annual Sales Tax Revenue Collections

500+ Jobs Created

Raise \$430,000 Annually for City Schools

### The Tenants



## Statesboro, GA: Wal-Mart Neighborhood Market



## The Story

In 2013, the City of Statesboro engaged Retail Strategies to assist their efforts in pro-actively recruiting retail. As part of the Retail Strategies process, we determined that the student population of Georgia Southern University had not been a focus of past research and recruitment initiatives. By incorporating the 21,000 student's spending potential with a regional trade area focus, we identified a substantial grocery GAP in the market and reached out to multiple grocery concepts at ICSC meetings and through follow-up phone calls. In June of 2014, WMT announced and began construction of a new Neighborhood Market near the GSU campus that will also serve the greater Statesboro population. At least one and possibly two additional national grocery chains we targeted are expected to announce expansion plans in Statesboro in the coming months.

## Washington, NC: Zaxby's

### The Story

Due to Retail Strategies' research, a need for quick service restaurants was quickly identified in Washington, North Carolina. Retail Strategies contacted Zaxby's and made introductions to the property owner. Zaxby's has since opened a new location in Washington and is currently fully operational. Zaxby's has committed to Washington and has been very involved in giving back to the community since its opening.

## Lake City, FL: Harbor Freight & Tool

### The Story

In 2013, Retail Strategies was engaged by the Columbia County-Lake City Chamber of Commerce to provide retail market research and retail recruitment services. Research revealed an \$11.3M gap in the trade area for building materials stores. As part of the strategic planning process, the Retail Strategies team identified a number of retail prospects to fill the gap and immediately began calling on them to discuss the market opportunity. One of the retail prospects, Harbor Freight Tools, expressed strong interest in the market in early 2014. By June of that year, the retailer had contracted with a developer to open a new store in Lake City.

## **Augusta, GA: Dunkin Donuts & Which Wich**

### **The Story**

Retail Strategies made contact with representatives from Which Wich and Dunkin' Donuts in 2014. The market was approved by the franchisee and corporate at both companies and Retail Strategies shared several sites to the real estate director(s) to identify where they may be best positioned. A final site was chosen and a local brokerage group is putting together the 3,400 SF multi-tenant development in downtown Augusta. The franchisee anticipates hiring at least 25 employees for Dunkin' Donuts and another 20 employees to work at Which Wich. Both businesses are expected to be operational by late June or early July 2015.

## **Laurens, SC: Chick-Fil-A**

### **The Story**

Chick-fil-A has owned land in Laurens, SC for three years but there had been no official timeframe to begin construction and open a location on their site in Laurens. After four months of leveraging contacts with Chick-fil-A, Chick-fil-A announced to open a location in Laurens, SC in 2015. The ground breaking took place on March 12<sup>th</sup> of 2015 and they expect to be fully operating by October 2015.

## **Littleton, CO – Mixed Use Development**

### **The Story**

Early into our partnership we were introduced to a developer who was developing a 20 AC mixed use development. Through our efforts we introduced multiple national sit down full service restaurants to the site and drove enough interest for the development that all of the restaurant pad sites are completely leased or sold out. We are now in the process of driving retailer interest for their remaining small shop and Jr. Anchor spaces and construction will likely begin late 2016/early 2017.

## **Clinton, OK – Multi-tenant Strip Center Development**

### **The Story**

We implemented our recruitment strategy in Clinton, OK and kept getting the feedback that either there were no viable and available sites in the market or that the markets to the east and west were covering the Clinton trade area for those same retailers. Through our analysis we defined the true retailer trade area for Clinton to be much farther North and South than most retailers were viewing. We also introduced a developer to a site in the market which is now under contract and we have nearly 20,000 Sf of retailers interested in the site all of which had previously turned down the market for a variety of reasons.

## **Jacksonville Beach, FL – Full Service Sit Down Restaurant**

### **The Story**

In late 2014 we had a discussion with a wildly popular full service restaurant that had looked all over Jacksonville Beach, FL for sites but had tapped out their efforts and admittedly settled for an adjacent market. Through our market knowledge we shared some information about a shopping center that was being redeveloped in the near future in the market and presented that to them as a viable option. That restaurant now has a lease signed at the shopping center we introduced them to.

## **Lake City, FL – Driving Retailer Interest for Multiple Developments**

### **The Story**

Since very on in our engagement with Lake City we have been working very closely with a developer on multiple projects in the market. We have exposed a vast array of retailers to all of their projects in the market and with our assistance several of these projects will bring exciting and new to market retailers and restaurants to Lake City.

## **Ocala, FL – Specialty Grocer**

### **The Story**

At the Florida ICSC show we met with a nationally expanding specialty grocery concept that is looking to expand across the country and especially Florida. We discussed the opportunity of opening a location in Ocala and they really like the idea of it. We are currently working through the site selection process with them and hope to have a deal working soon.

## **Charleston, IL – Grocery Store**

### **The Story**

Since our engagement in late 2014 we had been targeting getting a national grocery store to the market. I had many discussions with the real estate director and then met with him at the Vegas ICSC. He saw that the market needed another grocery store but his trade area numbers were not working out for him to send to committee. We then ran him our research trade area numbers and showed him the best sites possible. Months later they put the site I showed to them under contract and will be opening for business fall of 2016.

## **Lincoln, IL – QSR and Factory Connection**

### **The Story**

Since our engagement they had an 8K SF vacancy at their main Kroger Anchored center. We noticed that they had a clothing gap and made a list of retailers in that category to recruit specifically for that space. We then set up a meeting with Factory Connection's corporate office in Guntersville, AL. We showed them that site and followed back up with the broker representing the center. Later on that year FC executed a lease and are currently open for business.

Since our engagement we recruited QSR's and showed sites to a national donut/coffee restaurant. I met with them in Vegas and at the regional show in Chicago. After showing them sites and connecting with the local property owners their franchisee has put one of the sites under contract and will be closing at the beginning of this year. This all started at the Chicago ICSC in 2014 and will finally happen in 2016.

## **Dubuque, IA – Full Service Restaurants and Fast Casual Restaurants**

### **The Story**

The city has been wanting new full service restaurants and fast casual restaurants. I met with tons of property owners that had the best sites for national retailers and started marketing those sites early in our engagement. A full service national steakhouse that I met at the Chicago ICSC in 2014 is now touring the market with their developer and looking at the sites I sent to them. A fast casual sandwich shop and Mexican restaurant are now under contract to be part of a multi-tenant development, and a national furniture retailer will be locating there. I had been communicating with each of these retailers since the start of the engagement and they are now coming to the market.

## **Lynchburg, VA – New Development**

### **The Story**

Since our engagement we have been recruiting and getting interest from grocery stores, big box retail, and fast casual restaurants. There has been one group that has owned the land for the next planned development. We are currently working with big box retailers, national grocer, and fast casual restaurants for the development. The development group has leaned on us a lot to represent them at the shows and to continue recruiting for this project. At the beginning of this year we hope to have them moving forward with it.

# Investment

**Year 1:**

**Retail Development Strategy & Marketing** **\$24,999**

- Research & Analytics (150+ Total Reports)
- Basecamp Access
- In Market Real Estate Analysis
- Retail Void Analysis
- Strategic Planning
- On Demand Reporting – 1 Full Year of Ongoing Data Reporting

**Optional: Implementation, Recruitment, and Representation** **\$24,999**

- Retail Recruitment
- Restaurant Recruitment
- Developer Identification & Recruitment
- Broker Outreach
- Property Owner Outreach
- ICSC Representation at Ten Conferences Nationwide
- Constant Communication with Team
- New Year Data Updates (Q1 of Each Year)

**Year 2 & Year 3** **\$30,000 (Per Year)**

The life cycle for a retail real estate transaction is a multi-year process and it is our commitment to be your long term partner to bring these deals out of the ground. Our Team understands the budgeting process of our Clients which is why we are providing pricing for an additional two years following our initial agreement.

- Continued Retail Recruitment
- Continued Restaurant Recruitment
- Continued Developer Identification & Recruitment
- Continued Broker Outreach
- Continued Property Owner Outreach
- Continued ICSC Representation at Ten Conferences Nationwide
- Continued Communication with Team
- New Year Data Updates (Q1 of Each Year)
- Updated Retail Void Analysis, Research, and Analytics



**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE  
CONSULTING AND RELATED SERVICES**

**THIS AGREEMENT** is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and Apopka, FL (hereinafter referred to as “Client”) on this the 15 day of February, 2016, as follows:

**WHEREAS**, the Client desires to have performed those consultation services identified on Exhibit A attached hereto by Consultant (the “Project”); and,

**WHEREAS**, Consultant has agreed to provide professional consulting services for the Project to Client as further set forth below.

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

**NOW, THEREFORE**, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified:

**1. SCOPE OF SERVICES**

Consultant hereby agrees to provide professional services for Client in the form of consulting and related services for the Project as set out in Exhibit A. These professional services are consulting services and not that of a contractor or other provider.

**2. TERM**

The Term of this Agreement shall commence upon February 15, 2016. The City of Apopka has the option to continue this agreement following the presentation and delivering of the Retail Development Strategy. If the City of Apopka elects to continue the agreement will have a total life of three years.

**3. COMPENSATION**

As compensation for the consultation services provided herein by Consultant, Client agrees to pay Consultant the following for such services:

Term	Action Being Performed	Fee
February 15, 2016	Retail Development Strategy & Marketing Services	\$24,999
_____, 2016 – February 14, 2017	Implementation of the Retail Development Strategy	\$24,999
February 15, 2017 to February 14, 2018	Continued Implementation of the Retail Development Strategy	\$30,000
February 14, 2018 to February 15, 2019	Continued Implementation of the Retail Development Strategy	\$30,000

Compensation for each term shall be paid in full when billed by Consultant. Payments rendered are considered-fully earned and non-refundable as Consultant has fees for services rendered at the outset of this agreement. The payment for Retail Development Strategy and Marketing Services is due within fifteen days of receipt of invoice. Agreement fees for the implementation of the Retail Development Strategy will be due when City elects to exercise their option to continue this agreement. The second and third installment are due within sixty days of receipt of invoice. Any objection to the payment and continuing services with Retail Strategies must be communicated by certified mail within fifteen days of receipt of invoice. An invoice from Consultant will be sent to Client for each amount due.

**4. CLIENT RESPONSIBILITIES**

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant’s proposal to Client,

and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

**5. INTELLECTUAL PROPERTY**

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

**6. APPLICABLE LAWS**

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

**7. INSURANCE**

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees.

**8. DEFAULT AND TERMINATION**

(a) In the event Consultant should violate any of the terms of this Agreement, Client shall provide Consultant with written notice of any such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged deficiencies. Should Consultant fail to cure such default in the time period provided, Client shall be permitted to terminate this

Agreement. All fees paid for any term are fully earned when paid and are not subject to refund following any termination hereunder.

(b) This Agreement shall automatically expire upon the expiration of the three (3) year term. Both parties may renew the consulting relationship by executing an amendment or new agreement setting forth the new terms between the Consultant and the Client.

**9. NOTICES/PARTIES REPRESENTATIVES**

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant: \_\_\_\_\_  
Retail Strategies, LLC  
120 18<sup>th</sup> Street South Suite 201  
Birmingham, AL 35233  
Attention: Matthew Petro

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**10. INDEPENDENT CONTRACTOR**

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

11. **MISCELLANEOUS**

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

**Final Integration:** This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

**Force Majeure:** Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



**Captions:** The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

**Construction:** This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Governing Law:** Due to the type of services being performed hereunder, which shall occur in the State of Alabama, this Agreement shall be construed under the laws of the State of Alabama.

**Prohibition on Assignment and Delegation:** No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Waiver:** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

**Agreement Date/Counterparts:** The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**Arbitration:** Should any dispute between Consultant and Client arise at any time out of any aspect of this Agreement or the relationship hereunder, or against any employee, officer, agent, director, member, affiliate, subsidiary or parent, the parties hereto agree to have any such dispute resolved by final and binding arbitration in accordance with the commercial rules of the American Arbitration Association.

CLIENT:

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CONSULTANT:

RETAIL STRATEGIES, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

### Detailed Scope of Work

- Identify Apopka market Retail Trade Areas using political boundaries, drive times and radii and custom boundary geographies
- Identify Apopka Trade Area by Geocoding Cell Phone Users who Live, Work, or Shop within Apopka
- Perform Market & Retail GAP Analysis for each trade area (Leakage and Surplus)
- Provide Consumer Propensity Report (Consumer Attitude and Behavior Analysis)
- Conduct Retail Peer Market Analysis
- Competition analysis between Apopka market trade area(s) and surrounding competitive communities
- Cannibalization Analysis (Distance Tolerance) for all recommended retail prospects between nearest existing locations and Apopka
- Psychographic Profile of Trade Area / Market Segmentation Analysis
- Demographic data and market information report
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Market Maximization Summary and Strategic Leasing Plan
- Market Viability
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Updates on Retail Industry Trends
- Custom On-Demand Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with Apopka
- Daytime Population Identification
- Work Place Establishment, Employment, and Salary
- Market Outlook & Sales Potential
- Customizable Reports

### Real Estate Analysis

- Identify/Evaluate/Catalog Priority Commercial Properties for Leasing, Development, Re-development and higher and best use opportunities
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Perform Competitive Analysis of Existing Shopping Centers and retail corridors

### Deliverables

- Apopka Retail Market Analysis
- Apopka Retail Development Plan
- Apopka Strategic Marketing and Recruitment Strategy
- Hard Copies and Electronic Copies of the Analysis, the Development Plan, Recruitment Strategy, and Marketing Materials

### **Implementation and Recruitment (optional)**

- Pro-Active Retail Recruitment
- ICSC Representation
- Development of Marketing Materials
- Leverage a National Network of Retail and Development Contacts
- Identify and Review Incentives

**INTERVIEW QUESTIONS\SCORE SHEET**  
**RETAIL STRATEGY MARKETING PLAN**

**Description of Initial Consulting Services Needed:** Prepare a Marketing Package (including brochures) and recruit quality retailers and sit-down quality or casual dining restaurants to Apopka (no drive-through facilities).

Marketing Package (10 pts)

1. Describe what is typically included in your Marketing Package? Based on the components of your Marketing Plan, what would be the most effective marketing tool for Apopka?
2. Graphics and Design. Are all graphics and design prepared in-house by graphic artists and company professionals with your company, or is this service sub-contracted? Describe your process for preparing unique graphics and design work for your client cities, or does your firm prefer to use boiler-plate material that is commonly used for all clients? Describe how the Marketing Package will evolve from scratch to a finished product assuring coordination has occurred with the City of Apopka?
3. The Wekiva Parkway will open by 2021, bringing most of the Disney-bound highway traffic through Apopka. How will you use this information in your marketing package?

Logistics and Conflicts (10 pts)

1. Location and Distance. Your firm is located in a distant City. Explain how the project manager will coordinate with city staff and how service will occur from a distant location to minimize travel costs.
2. Conflicts. Does your firm currently represent other Central Florida municipal or county governments? If so, who? How does your firm avoid conflicts of interest that may evolve among your Florida clients? For example, if Cheddars restaurant is searching for a location within a metropolitan area, and your firm has two, three or more city clients in the market area sought by Cheddars, how do you market each city client fairly?

Customer Service (10 pts)

1. How does your firm's customer service differentiate you from your competition, and how does this lead to successful recruitment of quality retail and restaurants?
2. Explain how you identify the type of retail and restaurants that a client community desires? Explain how your recruiting and marketing plan are tailored to your client and how you avoid drawing attention to the types of retail businesses and restaurants that your client city does not desire?



3. What staff with your firm will be assigned to serve Apopka? Will the City have a recent college grad hired as our project manager or will we have an experienced team member leading the way for our efforts?

Recruitment (10 pts)

1. Based on your current knowledge of Apopka, what types of restaurants and retail might be interested in locating here?
2. What reasonable expectations should Apopka have regarding your firm’s successful recruitment of quality restaurants and retail? One store in two years, over three years?
3. Based on your firm’s experience, discuss the level and type of connections your firm has with actual retail and restaurant management and their site selection staff.
4. The Wekiva Parkway will open by 2021 and bring most of the Disney-bound highway traffic through Apopka. How will you use this information to help in your recruitment efforts and what type of companies from your firm’s connections might be interested?

Open Discussion (10 pts)

1. Explain why your firm is a good “fit” to assist Apopka to find and recruit retailers and restaurants to locate here.
2. Share any other information about your firm and its services that may be important or useful to Apopka.

**SCORE SHEET TOTAL**

<b>Firm</b>	<b>Score</b>		
	<b>CA</b>	<b>PM</b>	<b>Total</b>
Buxton	<b>41</b>	<b>45</b>	<b>86</b>
Catalyst	<b>50</b>	<b>48</b>	<b>98</b>
Retail Strategies	<b>34</b>	<b>40</b>	<b>74</b>

**Backup material for agenda item:**

1. Thank you email to the City of Apopka Public Services Department from resident.

-----Original Message-----

From: Jay Davoll

Sent: Wednesday, February 03, 2016 7:23 AM

To: Jorge Garcia

Cc: Kevin Burgess; Brian Bishop

Subject: FW: Sewer connection

See the note below, great job. I appreciate the dedication you and the others have for getting the job done right and quickly. Keep up the great work. Have a great and safe day.

R. Jay Davoll, P.E.

Public Services Director

City Engineer

748 Cleveland Street

407-703-1731

jdavoll@apopka.net

-----Original Message-----

From: Bobby and Terri Collins [mailto: [REDACTED]]

Sent: Tuesday, February 02, 2016 3:40 PM

To: Jay Davoll

Cc: Joseph Kilsheimer

Subject: Sewer connection

Jay,

Yesterday, about this time, I discovered that the sewer line at my house was not draining. I called Scott Bruehl and he came over immediately. He dug and investigated and found that the connection at the City sewer line was broken. I called Public Works at approximately 4:30pm. A worker named Jorge responded to my house within minutes, assessed the problem and advised that he would return the next day to make repairs. Early this morning Jorge and the crew began work and repaired the connection.

I wanted to let you know just how proficiently and timely the repairs were made. The area that was dug up was in my unpaved driveway and looks better than it did prior to the incident. Please pass along my thanks to the entire crew for a job well done. This type of service and customer satisfaction is what our Fire Department always strived to achieve. I truly appreciate their professionalism.

Sincerely,

Bobby Collins

# City of Apopka

## Standing Ovation Award

Recognizing a Job Well-Done!

Awarded to:

Jorge Garcia

In Regards to: 30 S. Central.....Thank you for a job well done !! See Attached:

2-3-14

Date

Original: Recipient

Jorge E. Boland

Signature

CC: HR, Department Head, City Administrator



# City of Apopka

## Standing Ovation Award

Recognizing a Job Well-Done!

Awarded to:

Chuck Molnar

In Regards to: 30 S. Central.....Thank you for a job well done !! See Attached:

2-3-16

Date

Original: Recipient

Jupe E Boland

Signature

CC: HR, Department Head, City Administrator



# *City of Apopka*

## *Standing Ovation Award*

*Recognizing a Job Well-Done!*

*Awarded to:*

*Kevin Turk*

*In Regards to: 30 S. Central.....Thank you for a job well done !! See Attached:*

*2-3-10*

*Date*

*Original: Recipient*

*Jepe E. Baland*

*Signature*

*CC: HR, Department Head, City Administrator*