

APOPKA CITY COUNCIL AGENDA

November 18, 2015 7:00 PM

APOPKA CITY HALL COUNCIL CHAMBERS

PLEDGE

INVOCATION - Reverend Richard King of St. James AME Church

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

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 November 3, 2015.

PUBLIC/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Presentations:

Artist to present renditions of the Mayor Land Statues.

Peter Pasha

CONSENT (Action Item)

1. Approve the Disbursement Report for the month of October, 2015.
2. Approval of CH2M Hill Engineers Inc., proposal for architectural and engineering services.

Jeff Plaughter

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance 2459 – First Reading - Annexation
2. Ordinance 2460 – First Reading - Annexation
3. Ordinance 2461 – First Reading - Annexation
4. Ordinance 2462 – First Reading - Annexation
5. Ordinance 2463 – First Reading - Annexation
6. Ordinance 2464 – First Reading - Amending Chapter 46 of the Code of Ordinances
7. Ordinance 2465 – First Reading - Annexation
8. Resolution 2015-24 - Invocation Policy for City of Apopka meetings

David Moon

David Moon

David Moon

David Moon

David Moon

Brian Bowman

David Moon

Attorney Andrew Hand

APPROPRIATIONS/DONATIONS/GRANTS

1. O.C. Grant Award - Acceptance of EMS Simulation Training & Debriefing Solution System
2. KaBOOM! Grant - Acceptance of the letter of intent and funding

Wil Sanchez

Glenn A. Irby

BUSINESS (Action Item)

1. Orange County - 2016 Election Services and Equipment Use Agreement
2. Florida Hospital Apopka - Transportation Improvement Development Agreement
3. Council
4. Public

Linda Goff

David Moon

MAYOR'S REPORT

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
November 26, 2015	City Hall Closed	Thanksgiving Holiday
November 27, 2015	City Hall Closed	Thanksgiving Holiday
December 2, 2015	1:30pm -	City Council 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.

Backup material for agenda item:

1. City Council meeting November 3, 2015.

CITY OF APOPKA

Minutes of the regular City Council meeting held on November 3, 2015, 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: John Peery - The Apopka Chief
Bethany Rodgers, Orlando Sentinel

INVOCATION – Commissioner Arrowsmith introduced Pastor Hicks of the Center of Faith Church, Inc., who gave the invocation.

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

APPROVAL OF MINUTES

1. City Council meeting October 21, 2015.

MOTION by Commissioner Ruth and seconded by Commissioner Velazquez to approve the minutes from the City Council meeting of October 21, 2015. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

PUBLIC/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Employee Recognition:

1. Martha Glass, Administrative Services – Ten Year Service Award - Martha began working for the City on October 18, 2005, as the Mayor's Secretary. She was reclassified on October 1, 2007, to Museum Technician. Martha's title Changed on October 1, 2009, to Receptionist. On October 18, 2011, Martha was reclassified to Secretary I, which is her current position. Council joined Mayor Kilsheimer in congratulating Martha on her years of service.
2. Heather O'Bryan, Communications/Police Department – Ten Year Service Award - Heather started with the City on October 25, 2005, as a Communication Technician

which is her current position. Heather was not present and will be presented her award at another time.

3. Acie “Tom” McCall – Utility Construction/Public Services – Fifteen Year Service Award - Tom began working for the City on October 2, 2000, as a Utility Service Worker I. On August 1, 2001, his title changed to Utility Service Worker II. Tom was reclassified on December 6, 2004, to Construction Foreman, which is his current position. Council joined Mayor Kilsheimer in congratulating Tom on his years of service.
4. Angel Reyes – Utility Construction/Public Services – Fifteen Year Service Award – Angel started working for the City on October 2, 2000, as a Utility Service Worker I. He was reclassified to Utility Service Worker II on October 15, 2001, which is his current position. Angel was not present and will be presented his award at another time.

Presentations:

1. Donation presented to the Debbie Turner Cancer Care & Resource Center. Mayor Kilsheimer explained for the second year, during the month of October staff could contribute \$5.00 and wear pink and jeans on Wednesday. He announced just over \$800 was raised by the employees and the City is matching that amount. A check was presented to Debbie Turner.

Debbie Turner thanked the City and the Police Department for starting this two years ago as they do run on sponsorship and donations. She advised they paid for 220 mammograms in October, and an additional 100 women’s needs were taken care of during the month of October.

2. Artist to present renditions of the Mayor Land Statues – Mr. Pasha was not able to be here and will be presenting the renditions at an Ice Cream Social on Thursday evening sponsored by the John Land Community Trust.
3. National League of Cities (NLC) Service Line Warranty Program
Lee Zell was present to discuss the NLC Service Line Warranty Program explaining this is a program offered to citizens that receive city utilities. The Utility Service Partner is the company that administers this program. The program is of no cost to the city. Coverage is available for water lines and sewer lines, as well as indoor plumbing. He advised they provide an incremental revenue stream to the city for the partnership. Their marketing approach is three times a year by mail only. He explained this is voluntary and the customer can choose what coverage they would like to have.

Mr. Irby advised this program would apply to any customer connected to the city’s utility services.

Dale Fenwick inquired what the ratio of losses to premium was and if there was a financial stability rating to which Mr. Zell explained this was a national program and they were 100% liquid. He advised the State of Florida classifies this as a warranty program, not an insurance program.

Phil Zakszewski stated the city should not be endorsing any type of insurance or warranty program.

Tenita Reid spoke in support of the warranty program. She inquired if this would cover blocked sewer lines due to tree roots and if it covered overhead indoor plumbing.

Mr. Zell responded in the affirmative regarding blocked sewer lines and overhead plumbing.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Velazquez to approve and move forward with the National League of Cities Service Line Service Program. Motion carried unanimously with Mayor Kilsheimer and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

CONSENT

1. Approve December 23, 2015, as the CY16 Floating Holiday
2. Appointments to the Public Risk Management Board of Directors.
3. Renewal of the Merchant Processing Agreement – First Card Merchant Services Company.
4. Renewal of the Non-Ad Valorem Assessment Administration Agreement – Orange County Property Appraiser.
5. Amendment #1 to inmate work squad Contract #WS950 – Department of Corrections.
6. Approval to purchase batting cages for the Northwest Recreation Complex.
7. Approve the Purchase of a Crash Investigation and Traffic Citation Software for the Police Department.
8. Authorize the presentation of service weapon to retiring police Captain Matthew Gibbs.

Items 6 & 7 were pulled for discussion.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Dean, to approve the 8 items on the Consent Agenda.

Ray Shackelford stated the dollar amounts should be placed on the agenda.

Alice Nolan said she was very grateful the City does put money into the Recreation Department for the youth, but she feels the baseball fields have received a lot recently. She declared these are not used as much by City organizations as much as it is by an outside organization. She said the soccer fields are lacking in lighting and people who go there have to take their own chairs. She felt this money could be used somewhere different within the Recreation Department.

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

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

1. Resolution 2015-24 – Invocation Policy for City of Apopka meetings. The City Clerk read the title as follows:

RESOLUTION NO. 2015-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, REGARDING A CEREMONIAL OPENING INVOCATION AND RECITATION OF THE PLEDGE OF ALLEGIANCE AT COUNCIL MEETINGS PRIOR TO OFFICIAL POLICYMAKING AND LEGISLATIVE FUNCTIONS; ADOPTING A POLICY OF NON-EXCLUSION AND SELECTION OF VOLUNTEER INVOCATION SPEAKERS AND A DIVERSITY OF VIEWPOINTS AND NON-EXCLUSION OF THOSE IN ATTENDNANCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Kilsheimer said at the last meeting we had an invocation by the Central Florida Freethought Community and very shortly thereafter received a letter from the Freedom from Religion Foundation in Wisconsin. He said it has become clear and apparent that if we desire to continue the practice of having invocations prior to our meetings, we should have an approved policy.

Cliff Shepard, City Attorney, read from the Supreme Court opinion that makes this an issue. He stated the basic premise is that messages that are all of one faith only are not going to meet constitutional principles. Once providing for an opening invocation, it needs to be inclusive of other faiths and non-faiths. He advised this policy is taken from the most recent policy of the Town of Greece, which was modified to comport with the Supreme Court ruling after they won their case, and one he believes will be upheld by the Supreme Court. He advised his goal is to have a policy in place that would not have to be defended. He would advocate to a moment of silence so not to worry about who may come to the podium and offend anyone. He declared he understands if it is chosen to continue with the invocation, then a policy would be needed.

Mayor Kilsheimer said he would like to preserve the right of having an invocation. He suggested we may want another couple of weeks to review the language with regards to how specific it should be.

Commissioner Arrowsmith agreed it should continue, and agreed in postponing this to the next meeting to be able to further review the matter.

Commissioner Dean suggested going to having a moment of silent prayer and everyone can pray in their own religion.

Mayor Kilsheimer opened the meeting to a public hearing.

Pat McGuffin said he lives in the City of Apopka and this is his legal address. He said they do not have to pay attention to what other municipalities want, as they are not in the City of Apopka. He suggested an ordinance be constructed that states if you have a religious establishment so ruled by the IRS that has a premise in the City of Apopka, then they can be a participant.

Dale Fenwick also lives within the City of Apopka and said he wanted to thank the Mayor for his leadership on this issue. Likewise, he feels it to be important when crafting the policy of who is eligible to be on the database, that it be restricted to representatives of groups who assemble in the City of Apopka to discuss or further their religious perspective. He declared the biggest difference is defining who is eligible to be on the list and whether it should be restricted to just the City of Apopka or groups that gather to advance religious purposes. He said he agrees with taking time to get it right.

Linda Laurendeau said she has been coming to these meetings for over 12 years now and she recently gave an invocation a few months ago. She would like to make sure we preserve the right for people like her who did not come to represent any faith or organization, she came to represent her thoughts, feelings, and faith. She would like to make sure individual citizens of Apopka are welcome to come forward. She said when we say the Pledge of Allegiance, we are saying the pledge to the flag of the United States of America. She would like to see that reflected on our agenda..

Doug Bankson thanked the Mayor and Council and the City Attorney for his work. He said the attorney is trying to keep the City from unnecessary litigation. He agreed with Mr. Fenwick and said when the group was here at the last meeting, it was clear from the back of their shirts that they do not want prayer in public. He stated this is an issue in sincerity in the prayer. An invocation by definition is appealing to a higher power and asking of divine blessing upon our meetings. He affirmed he believed we could agree on a prayer invocation. He stated their goal is that they do not want anyone else to pray. He declared he was not intimidated by someone else's prayer as he believes in the power of the one he prays to.

Tenita Reid said the invocation given this evening was beautiful and if this is approved, there will be other invocations from a dark side. She said we have never been tested before like this. By having a moment of silence there would not be anyone offended.

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

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to table Resolution No. 2015-24 to the next Council meeting. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

NEW BUSINESS

1. Iberia Bank – Purchasing Card Service Agreement

Pam Barclay, Director of Financial Services, said this service is an effort to streamline small dollar purchases, as well as capitalize on the rebate revenues available with credit card purchases. She obtained quotes from three banks that we currently do business with asking them to supply what their rebate and fees would be. The proposal presented by Iberia Bank was evaluated as the most advantageous to the City, including a flat rebate incentive of 1.25% and waiving certain fees. Staff recommends approval of the Purchasing Card Agreement with Iberia Bank and authorize the Mayor to execute the agreement on behalf of the City.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Dean to approve the p-card agreement with Iberia Bank as presented.

Rod Love said this process will be beneficial to the city and he encouraged an RFP process to eliminate any questions.

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

2. First Southwest Company – Financial Advisory Agreement

Ms. Barclay requested Council approval for execution of a Financial Advisory Agreement with First Southwest Company. She advised during the next fiscal year the City will be reaching out to secure indebtedness for some high dollar capital projects such as the \$50 million dollar sewer plant. She stated we needed to have a financial advisors on board for investment strategies and financial planning. This is piggy backing Orange City's financial agreement and relies upon their RFP process. We have an agreement presented for a three year term with a retainer of \$4,800 which includes 72 hours per year of financial advisory services.

Discussion ensued regarding the process of piggy backing another organization.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez, to approve a financial advisory agreement with First Southwest Company subject them agreeing to a one year contract with the option to renew.

Ray Shackelford said the city's budget process was independent of other cities and the RFP process also should be independent.

Dave Rankin said in the past the city has utilized a financial advisor on capital improvements and this advisor was the PFM Group who is local and has a comfortable relationship with the city and should have had the opportunity to quote.

Motion carried by a 4/1 vote with Mayor Kilsheimer and Commissioners Arrowsmith, Velazquez, and Ruth voting aye and Commissioner Dean voting nay.

3. Council

Commissioner Velazquez inquired if the locks have been removed to give the AHA actors access to the bathroom facilities at the Community Center.

Artie Vecchio said this was discussed previously and no one said anything about these bathroom facilities not being locked. He advised these facilities are only unlocked when the museum is open. He advised the facility by the bar has an issue which is why it is locked.

4. Public

James Hicks said he wanted to bring to the City's attention the corner of Vick Road and Martin Street has become a very dangerous area and suggested the City consider a light in this area.

OLD BUSINESS

1. Final Development Plan – Cooper Palms Commerce Park – Fun Planners (Quasi-judicial)

David Moon, Planning Manager, gave a brief lead in, stating Planning Commission held a special meeting on October 28, 2015, to accommodate expediting the hearing process for this applicant. At that meeting the Planning Commission recommended approval of the Final Development Plan. The plan includes a 39,000 square foot building located within the Cooper Palms Commerce Park. This business will employ somewhere between 15 and 35 employees. He advised DRC also recommended approval.

MOTION by Commissioner Dean, and seconded by Commissioner Ruth, to approve the Final Development Plan for Fun Planners, Property Industrial Enterprises, LLC, and issue the Final Development Order. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. Council – There was no old business by the Council

3. Public

Mike Cooper thanked everyone for the Fun Planners project and said this project was great for the city.

Tenita Reid expressed concerns regarding the traffic by Apopka High School when school was in process at Maine Street, stating the students are making a third lane in this area and travel very fast in this area.

MAYOR'S REPORT – Mayor Kilsheimer reported the City has received notification of receiving the certificate for achieving excellence in financial reporting, the GFOA Award, and this will be presented in the future.

John Ricketson announced the John Land Community Trust will be holding a fund raiser on November 5, 2015, at Highland Manor. On November 11, 2015, at 11:00 a.m. the VFW will be recognizing and honoring all veterans in the City of Apopka.

ADJOURNMENT – The meeting adjourned at 3:16 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Backup material for agenda item:

1. Approve the Disbursement Report for the month of October, 2015.

CITY OF APOPKA
Check Register

Check Dates 10/01/15 thru 10/31/15, All Cash Accounts, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
169131	10/09/15	600.00	A1006	ADVANCED ENVIRONMENTAL LABORATORI	
	Reference	Description		Amount	
	141003	3111/3121 - CUP Major Ion Analysis		600.00	
169459	10/30/15	200.00	A1015	ALL GOOD REPORTERS, LLC	
	Reference	Description		Amount	
	144556	CART Services		200.00	
169135	10/09/15	1,109.05	A1027	ARROW INTERNATIONAL INC	
	Reference	Description		Amount	
	143869	Adult IO needles		1,109.05	
169330	10/22/15	870.00	A1028	A-PLUS MOLD DETECTIVES	
	Reference	Description		Amount	
	144341	Mold Assessment -Mayors Office		870.00	
168943	10/01/15	26,562.40	A1039	AMERICAN BRONZE FOUNDRY, INC.	
	Reference	Description		Amount	
	143825	American Bronze Foundry - Mayor Land Statues		26,562.40	
169134	10/09/15	212.60	A1040	ANTHONY, MARK	
	Reference	Description		Amount	
	143877	REIMBURSEMENT FOR BIKE RAMP		212.60	
169214	10/15/15	43.50	A1041	ACCORDIA LIFE & ANNUITY	
	Reference	Description		Amount	
	144295	To reimburse overpayment of Business Tax Receipt		43.50	
168944	10/01/15	130.93	A110	APOPKA ACE HARDWARE & LUMBER INC.	
	Reference	Description		Amount	
	143067	MISC VEHICLE PARTS		130.93	
169293	10/22/15	1,360.00	A136	ACCESS INSTALLATION LLC	
	Reference	Description		Amount	
	143034	Garage Door Repairs - Grahams Garage		1,360.00	
169464	10/30/15	218.25	A15	APOPKA CHIEF, THE	
	Reference	Description		Amount	
	144387	Advertising - Blanket PO		123.75	
	144400	Ord. Head ads Ord #s 2445, 2451, 2453, 2454-56		94.50	
169338	10/22/15	189.00	A15	APOPKA CHIEF, THE	
	Reference	Description		Amount	
	144223	1/4 Pg PHN w/map - Ever Meadow FLU		189.00	
168946	10/01/15	42.75	A15	APOPKA CHIEF, THE	
	Reference	Description		Amount	
	142361	Advertising - Blanket PO		42.75	
169294	10/22/15	189.00	A15	APOPKA CHIEF, THE	
	Reference	Description		Amount	
	144509	1/4 page ordinance heading ad w/map for Cantero Ho		189.00	
169417	10/29/15	84.95	A176	APOPKA FLORIST	
	Reference	Description		Amount	
	144650	Fresh Funeral Arrangement - Kathryn Keating		84.95	

CITY OF AOPKA

Check Register

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Number	Date	Amount	Vendor	Payee	Voiced
169220	10/15/15	109.95	A176	APOPKA FLORIST	
	Reference	Description		Amount	
	143706	Apopka Florist - Funeral Basket for John Andrews		109.95	
169335	10/22/15	214.00	A18	AMERICAN WATER WORKS ASSOC	
	Reference	Description		Amount	
	144284	3111 - AWWA Membership Renewal - Kevin B.		214.00	
169456	10/30/15	271.00	A203	A-ABRA-KEY-DABRA LOCKSMITH SERV.,INC	
	Reference	Description		Amount	
	144484	Re-Key Highland Manor		271.00	
169329	10/22/15	338.00	A203	A-ABRA-KEY-DABRA LOCKSMITH SERV.,INC	
	Reference	Description		Amount	
	144202	New D-Bolts and locks for the Carrol Bldg Project		338.00	
168938	10/01/15	155.00	A203	A-ABRA-KEY-DABRA LOCKSMITH SERV.,INC	
	Reference	Description		Amount	
	143690	Re-Key Evidence Area - Grahams		155.00	
169133	10/09/15	3,141.76	A205	ALLIED UNIVERSAL CORPORATION	
	Reference	Description		Amount	
	143801	1,172 Gallons of Bleach for the JGG WTP		3,141.76	
169416	10/29/15	3,219.20	A205	ALLIED UNIVERSAL CORPORATION	
	Reference	Description		Amount	
	144657	2,593 Gallons of Bleach for the WWTP		3,219.20	
169460	10/30/15	6,440.96	A205	ALLIED UNIVERSAL CORPORATION	
	Reference	Description		Amount	
	144516	1,710 Gallons of Bleach for the WWTP		3,199.36	
	144525	1,418 Gallons of Bleach for the WWTP		3,241.60	
168942	10/01/15	3,301.76	A205	ALLIED UNIVERSAL CORPORATION	
	Reference	Description		Amount	
	143800	1,472 Gallons of Bleach for the JGG WTP		3,301.76	
169333	10/22/15	549.00	A264	AGENDAPAL CORPORATION	
	Reference	Description		Amount	
	143959	AgendaPal subscription		549.00	
169415	10/29/15	549.00	A264	AGENDAPAL CORPORATION	
	Reference	Description		Amount	
	136736	AgendaPal Monthly Subscriptions		549.00	
169215	10/15/15	549.00	A264	AGENDAPAL CORPORATION	
	Reference	Description		Amount	
	143959	AgendaPal subscription		549.00	
169339	10/22/15	1,500.00	A27	APOPKA FOLIAGE SCHOLARSHIP PAGEANT	
	Reference	Description		Amount	
	144097	2016 Miss Apopka Pageant Sponsorship		1,500.00	
169336	10/22/15	100.50	A28	AMERICAN WIRE & TERMINAL	
	Reference	Description		Amount	
	143997	STOCK ELECTRICAL SUPPLIES		100.50	

CITY OF APOPKA

Check Register

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Number	Date	Amount	Vendor	Payee	Voiced
169462	10/30/15	1,175.29	A28	AMERICAN WIRE & TERMINAL	
	Reference	Description		Amount	
	143996	MISC ELECTRICAL SUPPLIES FOR EMERGENCY VEHICL		300.49	
	144306	Inventory items that are at reordering point		874.80	
168947	10/01/15	30.00	A309	APOPKA PLAQUE AND TROPHY	
	Reference	Description		Amount	
	143828	Apopka Plaque & Trophy-Engraved plates for Commiss		30.00	
169221	10/15/15	1,719.00	A309	APOPKA PLAQUE AND TROPHY	
	Reference	Description		Amount	
	143414	Retirement Plaques-Fleet		120.00	
	143953	245 Coaches Shirts		1,599.00	
169331	10/22/15	212.69	A310	ACCUGRAPHIC SALES, INC.	
	Reference	Description		Amount	
	144083	CLEAN CONTACTS AND REPAIR FOLSON KEYPAD FOR \$		50.00	
	144086	SIGN CUTTER MATERIAL		162.69	
169463	10/30/15	10,000.00	A34	APOPKA AREA CHAMBER OF COMMERCE	
	Reference	Description		Amount	
	144398	Apopka Chamber - EDC Sponsorship 2015-16		10,000.00	
169337	10/22/15	6,500.00	A34	APOPKA AREA CHAMBER OF COMMERCE	
	Reference	Description		Amount	
	144092	Apopka Area Chamber of Commerce - Executive Truste		6,250.00	
	144232	Apopka Area Chamber - Taste of Apopka Booth		250.00	
169219	10/15/15	45.00	A34	APOPKA AREA CHAMBER OF COMMERCE	
	Reference	Description		Amount	
	144309	Chamber Political Panel - Charge for Three Commiss		45.00	
169217	10/15/15	15,718.06	A347	ALLSTATE	
	Reference	Description		Amount	
	144270	Sep 15 Allstate Ancillary Poli		15,718.06	
169457	10/30/15	2,410.16	A35	A.O.K. TIRE MART	
	Reference	Description		Amount	
	144001	MISC TIRE REPAIRS & REPLACEMENTS		2,410.16	
168940	10/01/15	9,685.21	A35	A.O.K. TIRE MART	
	Reference	Description		Amount	
	143645	MISC TIRE REPAIRS & REPLACEMENTS		2,440.50	
	143646	MISC TIRE REPAIRS & REPLACEMENTS		1,304.83	
	142915	MISC TIRE REPAIRS & REPLACEMENTS		2,457.50	
	142929	MISC TIRE REPAIRS & REPLACEMENTS		1,616.66	
	143475	TRANSMISSION REPAIRS UNIT# 111200		1,865.72	
169458	10/30/15	184.70	A39	ADVANCE DRIVELINE	
	Reference	Description		Amount	
	143985	REPAIR DRIVESHAFT UNIT# 370399		184.70	
169213	10/15/15	2,000.00	A411	AAMCO TRANSMISSIONS	
	Reference	Description		Amount	

CITY OF APOPKA
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Check Dates 10/01/15 thru 10/31/15, All Cash Accounts, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
	144015	REPLACE TRANSMISSION UNIT# 191040			2,000.00
169461	10/30/15	922.40	A422	AMERICAN MESSAGING	
	Reference	Description			Amount
	144478	American Messaging (Open PO)			922.40
169136	10/09/15	315.41	A423	AT & T MOBILITY	
	Reference	Description			Amount
	143867	Ambulance cell phone use			315.41
168948	10/01/15	1,723.25	A43	ARDAMAN & ASSOCIATES, INC	
	Reference	Description			Amount
	141217	Cost to perform a Limited Site Assessment for the			1,723.25
169328	10/22/15	1,700.00	A486	A-1 SATISFACTION WATERPROOFING	
	Reference	Description			Amount
	144339	Emergency Roof Repair City Hall			1,700.00
168945	10/01/15	425.00	A51	APOPKA AUTO UPHOLSTERY	
	Reference	Description			Amount
	142495	MISC SEAT REPAIRS			425.00
169130	10/09/15	2,074.85	A566	ACTION GATOR TIRE	
	Reference	Description			Amount
	142166	STOCK TIRES			2,074.85
169332	10/22/15	2,428.09	A566	ACTION GATOR TIRE	
	Reference	Description			Amount
	143992	STOCK TIRES			2,428.09
168941	10/01/15	372.72	A566	ACTION GATOR TIRE	
	Reference	Description			Amount
	143643	STOCK TIRES			372.72
169342	10/22/15	6,000.00	A572	AWC INC.	
	Reference	Description			Amount
	142995	3111 - NW WTP PLC Engineering/Programming			6,000.00
168950	10/01/15	171.80	A572	AWC INC.	
	Reference	Description			Amount
	143722	CONTACTOR & RELAY TO REPAIR FLEET AIR COMPRES			171.80
169132	10/09/15	556.90	A610	AIR LIQUIDE HEALTHCARE AMERICA	
	Reference	Description			Amount
	143341	EMS oxygen and cylinder rental			556.90
169216	10/15/15	140.09	A610	AIR LIQUIDE HEALTHCARE AMERICA	
	Reference	Description			Amount
	144258	September oxygen and cylinder rental			140.09
169295	10/22/15	2,860.74	A622	ARAMARK UNIFORM SERVICES, INC.	
	Reference	Description			Amount
	144500	Uniform Rentals for September 2015			2,860.74
169340	10/22/15	300.00	A734	ASCE MEMBERSHIP	
	Reference	Description			Amount
	144179	Renewal of ASCE Membership fees - Jay Davoll			300.00

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Number	Date	Amount	Vendor	Payee	Voiced
169465	10/30/15	500.00	A828	APOPKA HIGH SCHOOL DRAMA	
	Reference	Description		Amount	
	144689	AHS Drama Club Donation		500.00	
169414	10/29/15	535.96	A833	A-1 SERVICE PLUMBING INC.	
	Reference	Description		Amount	
	144643	Check Valve for Water Softener		535.96	
169218	10/15/15	197,504.00	A915	AMERICAN TRAFFIC SOLUTIONS, INC.	
	Reference	Description		Amount	
	138274	Annual Traffic Intersection Safety Program		197,504.00	
169222	10/15/15	519.94	A945	ATLANTIC.NET	
	Reference	Description		Amount	
	143954	Hosted SQL Service for GIS		519.94	
169341	10/22/15	23,786.36	A954	ASCENT AVIATION GROUP INC	
	Reference	Description		Amount	
	144062	AVGAS FUEL FOR AIRPORTS 7857 @ 3.03		23,786.36	
168949	10/01/15	112.00	A971	AUTONATION CHEVROLET WEST COLONIA	
	Reference	Description		Amount	
	141673	MISC CHEVY REPAIRS		112.00	
169334	10/22/15	525.00	A986	ALPHA GROUP, THE	
	Reference	Description		Amount	
	144285	Crime Analysis Training		525.00	
169138	10/09/15	1,177.73	B172	BOUND TREE MEDICAL, LLC.	
	Reference	Description		Amount	
	143870	September EMS supplies Boundtree		1,177.73	
169418	10/29/15	975.85	B377	BRUEHL, SCOTT A.	
	Reference	Description		Amount	
	144628	Health insurance deductible assistance - PY15		975.85	
169468	10/30/15	934.75	B534	BOLTWOOD VENTURES, LLC	
	Reference	Description		Amount	
	144467	The Pin Center - 2016 Anniversary Pins		934.75	
169466	10/30/15	20,942.46	B724	BLUE CROSS AND BLUE SHIELD OF FLORID	
	Reference	Description		Amount	
	144692	Nov 15 BCBS Health Insurance Administration Fee		20,942.46	
169223	10/15/15	21,390.04	B724	BLUE CROSS AND BLUE SHIELD OF FLORID	
	Reference	Description		Amount	
	144267	Sep 15 BCBS Health Insurance Administration Fee		21,390.04	
169467	10/30/15	201.49	B848	BLUETARP FINANCIAL INC	
	Reference	Description		Amount	
	144013	BAND SAW BLADES, PINTLE HOOK & PLATE FOR FLEET		201.49	
169137	10/09/15	80.00	B916	BOONE, SHANNON	
	Reference	Description		Amount	
	143928	Refund: Parent stated she has no time/ Too many ex		80.00	
169228	10/15/15	621.48	C1024	CONCORD TECHNOLOGIES	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	141979	Hosted Fax Services			303.68
	143960	Concord Fax - Hosted Faxing			317.80
169424	10/29/15	376.42	C1036	CRUTCHER, TIMOTHY	
	Reference	Description			Amount
	144639	Health insurance deductible assistance - PY15			376.42
169472	10/30/15	313.51	C1041	COVANTA ENERGY	
	Reference	Description			Amount
	144431	Evidence/Property Disposal Service			313.51
169471	10/30/15	110.03	C1055	CITY CLERK PETTY CASH FUND	
	Reference	Description			Amount
	144696	City Clerk Petty Cash Reimbursement			110.03
169301	10/22/15	418,933.55	C1062	COLLAGE DESIGN AND CONSTRUCTION GF	
	Reference	Description			Amount
	142329	NW Rec Complex Aquifer Storage Phase 4A			418,933.55
168954	10/01/15	200.00	C1063	CHATMAN, JACQUELINE	
	Reference	Description			Amount
	143856	Facility Use Deposit Refund			200.00
169140	10/09/15	80.00	C1064	CHAPMAN, HARVEY	
	Reference	Description			Amount
	143932	Refund: Parent is coaching U11 Soccer Team			80.00
169230	10/15/15	230.67	C1116	COPIER CONNECTION LLC	
	Reference	Description			Amount
	144264	Copier Monthly Maintenance			81.87
	144265	Copier Monthly Maintenance			148.80
169300	10/22/15	28.00	C1126	CLERK OF THE COURT, ORANGE CO	
	Reference	Description			Amount
	137560	Clerk Filing Fees			28.00
169227	10/15/15	18.50	C1158	COMMONWEALTH ANNUITY & LIFE INSURAI	
	Reference	Description			Amount
	144293	To reimburse overpayment of Business Tax Receipt			18.50
169299	10/22/15	319.83	C116	CFM DISTRIBUTING CO., INC.	
	Reference	Description			Amount
	144503	Cleaning Supplies Northwest 3612-5200			319.83
169420	10/29/15	36,645.53	C234	CARE HERE	
	Reference	Description			Amount
	144648	September 2015 - Health Center Salaries & Supplies			36,645.53
168958	10/01/15	100.00	C258	CUMMINS POWER SOUTH	
	Reference	Description			Amount
	143201	WARRANTY DEDUCTIBLE ON ENGINE 2 UNIT# 141515			100.00
169347	10/22/15	8,673.00	C293	COMPUTHINK, INC.	
	Reference	Description			Amount
	144331	Contentverse Software Maintenance Renewal			8,673.00

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Number	Date	Amount	Vendor	Payee	Voiced
169142	10/09/15	1,479.74	C320	CONDUCTIX - WAMPFLER	
	Reference	Description			Amount
	143508	Slip Ring RAQ - DO8 -SPEC Item # XA-CA14130			1,479.74
169473	10/30/15	125.00	C341	CROWN SHREDDING, LLC	
	Reference	Description			Amount
	144388	Shredding Services Contract			125.00
169346	10/22/15	227.05	C353	CHANNEL INNOVATIONS CORP.	
	Reference	Description			Amount
	144074	Channel Innov - Compressor repair			227.05
168955	10/01/15	711.17	C410	CHEATHAM, MICHAEL	
	Reference	Description			Amount
	143816	Health insurance deductible reimb - dep PY15			711.17
169143	10/09/15	423,831.07	C420	CONSOLIDATED PIPE & SUPPLY COMPANY	
	Reference	Description			Amount
	142826	PWS&RWS Extension W. Kelly Park RD. DI Pipe			423,831.07
169302	10/22/15	581.83	C437	COMPRESSED GAS SOLUTIONS, INC.	
	Reference	Description			Amount
	144512	Compressed Gas Solutions			581.83
168957	10/01/15	14,516.14	C442	CROWNE GROUP, THE	
	Reference	Description			Amount
	143901	Benefit consulting and agent services for the City			14,516.14
169343	10/22/15	144.67	C445	CAPITAL OFFICE PRODUCTS	
	Reference	Description			Amount
	144122	Oct 2015 Office Sup - Cap Off Prod - 4020/4021			144.67
169224	10/15/15	57.80	C445	CAPITAL OFFICE PRODUCTS	
	Reference	Description			Amount
	143971	3161 Office Supplies			57.80
168952	10/01/15	348.16	C459	CENTURYLINK	
	Reference	Description			Amount
	143890	Sep 2015 Telephone Charges			348.16
169470	10/30/15	1,521.81	C459	CENTURYLINK	
	Reference	Description			Amount
	144583	Oct 2015 Telephone Charges			1,521.81
169419	10/29/15	2,540.00	C476	CAPITAL CONTRACTORS INC.	
	Reference	Description			Amount
	144641	PS Monthly Cleaning Services - August Utility Ware			1,270.00
	144642	PS Monthly Cleaning Services - September			1,270.00
168951	10/01/15	647.13	C487	CAR STORE OF WEST ORANGE, INC.	
	Reference	Description			Amount
	142916	MISC TOWING OF LARGE VEHICLES			647.13
169296	10/22/15	320.00	C487	CAR STORE OF WEST ORANGE, INC.	
	Reference	Description			Amount
	144510	Tow Sanitation Truck to Mack Unit# 241143			320.00

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Number	Date	Amount	Vendor	Payee	Voiced
169035	10/01/15	81.08	C516	THERMO KING OF ORLANDO	
	Reference	Description			Amount
	143070	A/C LINE FOR ENGINE 31 UNIT# 140987			81.08
168956	10/01/15	3,297.00	C557	CONSOLIDATED ELECTRICAL DIST.	
	Reference	Description			Amount
	143532	L.S.29,51 needs replacement breakers due to storm			3,297.00
169229	10/15/15	18,255.00	C557	CONSOLIDATED ELECTRICAL DIST.	
	Reference	Description			Amount
	138791	SWITCH GEAR AND LIGHT FIXTURES			18,255.00
169421	10/29/15	2,199.22	C601	CEMEX	
	Reference	Description			Amount
	143878	150 ton of Lime rock for Kelly Park Rd. Ductile Ir			2,199.22
169298	10/22/15	800.00	C601	CEMEX	
	Reference	Description			Amount
	144513	20 Ton of sand to make sandbags for possible hurri			800.00
169297	10/22/15	432.75	C622	CAR STORE TRANSPORT	
	Reference	Description			Amount
	144511	Move 320 Excavator to and from house demo at 315 E			432.75
168953	10/01/15	42.40	C750	CHALLENGER TEAMWEAR	
	Reference	Description			Amount
	143215	2015 Fall Soccer Uniforms			42.40
169469	10/30/15	201.00	C814	CENTRAL FLORIDA TRUCK ACCESSORIES	
	Reference	Description			Amount
	144524	LOCKS FOR CAMPER TOP ON RECREATION TRUCK			201.00
169226	10/15/15	210.00	C814	CENTRAL FLORIDA TRUCK ACCESSORIES	
	Reference	Description			Amount
	144019	FRONT WHEEL SIMULATORS UNIT# 131450			210.00
169225	10/15/15	3,385.00	C880	CDM SMITH, INC.	
	Reference	Description			Amount
	144327	Professional Services - Solid Waste Permitting Ser			3,385.00
169344	10/22/15	60.00	C884	CENTRAL FL. CODE ENFORCEMENT ASSN	
	Reference	Description			Amount
	144162	Membership Dues			60.00
169141	10/09/15	323.88	C886	CITY ELECTRIC SUPPLY CO.	
	Reference	Description			Amount
	143296	(6) INTERMATIC PHOTO CELLS (K4521) TO BE USE THRC			323.88
169345	10/22/15	40.00	C934	CENTRAL FL. CRIMINAL JUSTICE ASSN, INC	
	Reference	Description			Amount
	144279	Annual Police Appreciation Breakfast			40.00
169423	10/29/15	504.74	C956	CPI INTERNATIONAL	
	Reference	Description			Amount
	143551	Drinking Water Operating supplies for lab			504.74
169139	10/09/15	35.00	C961	CENTURYLINK	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	143914	Aug '15 Airport Payphone Charges			35.00
169422	10/29/15	7,405.67	C961	CENTURYLINK	
	Reference	Description			Amount
	144633	Reimbursement for cut cable			7,405.67
168960	10/01/15	165.00	D119	DANA SAFETY SUPPLY, INC.	
	Reference	Description			Amount
	143642	REPLACE DECALS ON WRECKED POLICE UNIT# 111247			165.00
169231	10/15/15	296.00	D119	DANA SAFETY SUPPLY, INC.	
	Reference	Description			Amount
	144011	STROBES FOR NEW VEHICLE INSTALL UNIT# 201753			296.00
169234	10/15/15	4,038.48	D174	DIGITAL DATA TECHNOLOGIES, INC.	
	Reference	Description			Amount
	143948	AccuGlobe E9-1-1 Licensing/Support - October			4,038.48
169426	10/29/15	3,481.15	D223	DLT SOLUTIONS LLC	
	Reference	Description			Amount
	143833	Autodesk AutoCAD 2016 Subscription Renewal			3,481.15
168965	10/01/15	504.56	D223	DLT SOLUTIONS LLC	
	Reference	Description			Amount
	143259	Autodesk Subscription Renewal			504.56
169474	10/30/15	3,021.20	D301	DADE PAPER & BAG CO.	
	Reference	Description			Amount
	144485	Janitorial Supplies			3,021.20
168959	10/01/15	269.40	D301	DADE PAPER & BAG CO.	
	Reference	Description			Amount
	141150	Police Custodial Supplies			269.40
169476	10/30/15	33,408.00	D40	DON REID FORD	
	Reference	Description			Amount
	141050	FORD F250 WITH CNG FOR WATER PLANT			33,408.00
168961	10/01/15	1,200.00	D41	DANNY L. DULGAR, INC.	
	Reference	Description			Amount
	139961	Fee to perform the appraisal of the downtown parki			1,200.00
168962	10/01/15	64.19	D534	DAVID MAUS CHEVROLET	
	Reference	Description			Amount
	140522	MISC CHEVY PARTS			64.19
169348	10/22/15	14,374.25	D601	DEPT. OF CORRECTIONS	
	Reference	Description			Amount
	144077	WORK SQUAD #950 (OFFICER GILLETTE) 4TH QUARTER			14,374.25
169477	10/30/15	39.36	D630	DON WOOD, INC.	
	Reference	Description			Amount
	144442	LEAK GAUGES FOR TANKS AT LIFT STATIONS			39.36
169144	10/09/15	119.99	D664	DELL MARKETING L.P.	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	143793	Dell Tablet Keyboard			119.99
168963	10/01/15	9,261.12	D664	DELL MARKETING L.P.	
	Reference	Description			Amount
	143704	Dell Precision T1700 Work Stations			8,926.92
	143723	Dell Wyse Clients			334.20
169233	10/15/15	27,000.30	D664	DELL MARKETING L.P.	
	Reference	Description			Amount
	143702	Dell WYSE Clients			16,875.00
	143723	Dell Wyse Clients			10,125.30
169145	10/09/15	1,391.02	D670	DON REID FORD	
	Reference	Description			Amount
	142775	TRANSFER CASE #8L3Z7A195D UNIT# 191165			1,391.02
168966	10/01/15	1,274.32	D670	DON REID FORD	
	Reference	Description			Amount
	142918	MISC FORD PARTS			1,274.32
169349	10/22/15	4,250.00	D792	DOCKDOGS INC	
	Reference	Description			Amount
	144382	Event Balance			4,250.00
169475	10/30/15	1,477.50	D810	DEBBIE TURNER CANCER CENTER	
	Reference	Description			Amount
	144680	Employee Fundraising - Cash Donations + Mayor's Of			1,477.50
169151	10/09/15	13,919.43	D819	DUKE ENERGY	
	Reference	Description			Amount
	143921	Sep 2015 Electrical Charges			2,131.47
	143918	Sep 2015 Electrical Charges			0.00
	143918	Sep 2015 Electrical Charges			2,216.29
	143920	Sep 2015 Electrical Charges			0.00
	143920	Sep 2015 Electrical Charges			9,571.67
	143921	Sep 2015 Electrical Charges			0.00
169355	10/22/15	97,213.22	D819	DUKE ENERGY	
	Reference	Description			Amount
	144457	Oct 2015 Electrical Charges			17,503.98
	144455	Oct 2015 Electrical Charges			0.00
	144455	Oct 2015 Electrical Charges			11,246.94
	144456	Oct 2015 Electrical Charges			0.00
	144456	Oct 2015 Electrical Charges			68,462.30
	144457	Oct 2015 Electrical Charges			0.00
169486	10/30/15	11,271.81	D819	DUKE ENERGY	
	Reference	Description			Amount
	144625	Oct 2015 Electrical Charges			7,064.61
	144595	Oct 2015 Electrical Charges			0.00
	144595	Oct 2015 Electrical Charges			0.00

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Number	Date	Amount	Vendor	Payee	Voided
	144595	Oct 2015 Electrical Charges			3,364.18
	144620	Oct 2015 Electrical Charges			0.00
	144620	Oct 2015 Electrical Charges			843.02
	144625	Oct 2015 Electrical Charges			0.00
	144625	Oct 2015 Electrical Charges			0.00
	144625	Oct 2015 Electrical Charges			0.00
168978	10/01/15	136,824.25	D819	DUKE ENERGY	
	Reference	Description			Amount
	143899	Sep 2015 Electrical Charges			91,550.70
	143900	Sep 2015 Electrical Charges			704.47
	143834	Sep 2015 Electrical Charges			0.00
	143834	Sep 2015 Electrical Charges			0.00
	143834	Sep 2015 Electrical Charges			20,970.79
	143898	Sep 2015 Electrical Charges			0.00
	143898	Sep 2015 Electrical Charges			0.00
	143898	Sep 2015 Electrical Charges			23,598.29
	143899	Sep 2015 Electrical Charges			0.00
	143899	Sep 2015 Electrical Charges			0.00
	143899	Sep 2015 Electrical Charges			0.00
	143899	Sep 2015 Electrical Charges			0.00
	143899	Sep 2015 Electrical Charges			0.00
	143899	Sep 2015 Electrical Charges			0.00
169243	10/15/15	133,714.68	D819	DUKE ENERGY	
	Reference	Description			Amount
	144320	Oct 2015 Electrical Charges			76,642.53
	144322	Oct 2015 Electrical Charges			673.06
	144314	Oct 2015 Electrical Charges			0.00
	144314	Oct 2015 Electrical Charges			24,977.80
	144316	Oct 2015 Electrical Charges			0.00
	144316	Oct 2015 Electrical Charges			0.00
	144316	Oct 2015 Electrical Charges			31,421.29
	144320	Oct 2015 Electrical Charges			0.00
	144320	Oct 2015 Electrical Charges			0.00
	144320	Oct 2015 Electrical Charges			0.00
169427	10/29/15	72,172.00	D820	DUKE ENERGY	
	Reference	Description			Amount
	138164	Installation of Streetlights along Bradshaw Rd			72,172.00
169356	10/22/15	28,273.00	D844	DUVAL FORD	
	Reference	Description			Amount
	141033	FORD F350 DUMP TRUCK, F350 VAN & FORD TRANSIT			28,273.00
169232	10/15/15	450.00	D852	DAVIS LODGE #47	
	Reference	Description			Amount
	144311	Donation			450.00
169489	10/30/15	4,971.45	E133	EXPLAIN MY BENEFITS	
	Reference	Description			Amount

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Number	Date	Amount	Vendor	Payee	Voiced
	144537	1094/1095 Filing Service			1,336.75
	144542	EMB Enrollment Benefit			3,634.70
168980	10/01/15	325.00	E411	ENFORCEMENT ELECTRONICS SERVICE	
	Reference	Description			Amount
	137999	Testing solutions/parts/recert intoxilyler			150.00
	140697	Intoxilyzer Testing Solutions / Parts			175.50
169357	10/22/15	125.00	E533	EA TAPPING SERVICES, LLC	
	Reference	Description			Amount
	144149	12x4 wet tap on Forcemain on Old Dixie HWY			125.00
169488	10/30/15	1,228.21	E664	EMPOWER SOFTWARE SOLUTIONS, INC.	
	Reference	Description			Amount
	144538	Hosted Empower Time			1,228.21
169428	10/29/15	2,382.78	E664	EMPOWER SOFTWARE SOLUTIONS, INC.	
	Reference	Description			Amount
	144634	Monthly hosting fees - Aug & Sept 2015			2,382.78
169152	10/09/15	775.00	E684	EBERLE DESIGN, INC	
	Reference	Description			Amount
	143536	RECERTIFY TRAFFIC CONFLICT MONITORS USED THRC			775.00
168981	10/01/15	5,460.00	E690	EVOQUA WATER TECHNOLOGIES LLC	
	Reference	Description			Amount
	143256	L.S. 25 /Vick Rd. needs peroxide for Odor control			5,460.00
169429	10/29/15	716.80	E696	EVAULT, INC	
	Reference	Description			Amount
	144659	Cloud data storage for PD body cameras			716.80
168979	10/01/15	118.63	E705	ECMC	
	Reference	Description			Amount
	143893	Weekly Payment Melissa Cabrera			118.63
169244	10/15/15	117.95	E705	ECMC	
	Reference	Description			Amount
	144298	Melissa Cabrera Weekly Payment 10/10/15			117.95
169153	10/09/15	118.63	E705	ECMC	
	Reference	Description			Amount
	143924	Weekly Payment Melissa Cabrera 10/03/15			118.63
169358	10/22/15	116.69	E705	ECMC	
	Reference	Description			Amount
	144471	Melissa Cabrera Weekly Payment 10/17/15			116.69
169487	10/30/15	116.69	E705	ECMC	
	Reference	Description			Amount
	144695	Melissa Cabrera Weekly Payment 10/24/15			116.69
169359	10/22/15	500.00	E706	ELEGANCE CLEANING SERVICES INC.	
	Reference	Description			Amount
	144337	Training Center Monthly Cleaning Service-October			500.00
169363	10/22/15	7,404.00	F132	FLORIDA CENTRAL RAILROAD	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description		Amount	
	144078	SIGNAL MAINTENANCE LAKEVILLE AVE. (ORAN-34-015)		1,701.00	
	144080	SIGNAL MAINTENANCE BRADSHAW ROAD (ORAN-35-02C)		1,701.00	
	144081	SIGNAL MAINTENANCE MARSHALL LAKE RD. (ORAN-41-1)		1,701.00	
	144082	SIGNAL MAINTENANCE PARK AVE. (625269H)		1,701.00	
	144248	Licence Agreement Water pipelines Reference Number		600.00	
169366	10/22/15	980.00	F172	FLORIDA LEAGUE OF MAYORS	
	Reference	Description		Amount	
	144094	Florida League of Mayors Membership Dues FY 2015-1		980.00	
169156	10/09/15	5,280.00	F181	FLORIDA ARMATURE WORKS, INC.	
	Reference	Description		Amount	
	143591	200 HP GE VHS ID# 5K6278XH2A S#GPJ329101 B445TP2C		5,280.00	
169431	10/29/15	5,470.00	F181	FLORIDA ARMATURE WORKS, INC.	
	Reference	Description		Amount	
	143593	Rewind/Repairs to the WRF Reuse HSP#6 Motor		5,470.00	
169155	10/09/15	94.12	F2	FIRE DEPARTMENT PETTY CASH FUND	
	Reference	Description		Amount	
	143913	Fire Department Petty Cash Reimbursement		94.12	
169154	10/09/15	12.11	F22	FEDEX	
	Reference	Description		Amount	
	136743	FedEx Shipping Charges		6.17	
	143876	PENSION DOCUMENT SHIPPING		5.94	
169364	10/22/15	175.00	F251	FLORIDA DEPT. OF ECONOMIC OPPORTUNITY	
	Reference	Description		Amount	
	144242	FDEO - Special District Fees		175.00	
169305	10/22/15	3,061.25	F347	FLORIDA DEPARTMENT OF LAW ENFORCEMENT	
	Reference	Description		Amount	
	144159	Finger Printing Fees - City Wide		3,061.25	
168984	10/01/15	2,858.50	F347	FLORIDA DEPARTMENT OF LAW ENFORCEMENT	
	Reference	Description		Amount	
	143787	August Fingerprinting Fee		2,858.50	
169367	10/22/15	445.00	F4	FLORIDA POLICE CHIEFS ASSOCIATION	
	Reference	Description		Amount	
	144161	FPCA Membership Dues		445.00	
168983	10/01/15	19,685.14	F424	FLORIDA COMBINED LIFE	
	Reference	Description		Amount	
	143895	BCBS Blue Dental Sep 2015		19,685.14	
169492	10/30/15	21,350.19	F424	FLORIDA COMBINED LIFE	
	Reference	Description		Amount	
	144693	BCBS Blue Dental Oct 2015		21,350.19	
169306	10/22/15	4,587.75	F430	FLORIDA ELECTRIC MOTOR SERVICE	
	Reference	Description		Amount	
	143768	150 HP Solid Shaft Motor repair		4,587.75	

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Number	Date	Amount	Vendor	Payee	Voiced
169368	10/22/15	249.48	F436	FLORIDA UTILITY TRAILERS, INC.	
	Reference	Description			Amount
	144254	TARP MOTOR FOR CONSTRUCTION DUMP TRK UNIT# 21			249.48
169245	10/15/15	18,888.91	F480	FEDEX OFFICE	
	Reference	Description			Amount
	142722	3161 Mid Month Notices			249.97
	143130	3161 Water Bill Processing			4,274.15
	143244	3161 Water Bill Processing			5,935.30
	143401	3161 Water Bill Processing			5,717.85
	143403	3161 Water Bill Processing			2,711.64
169491	10/30/15	444.62	F484	FLAG WORLD INCORPORATED	
	Reference	Description			Amount
	144352	(6) 3'X5' AMERICAN FLAGS			444.62
169493	10/30/15	25.00	F545	FLORIDA DEPARTMENT OF HEALTH	
	Reference	Description			Amount
	144518	ALS vehicle permit			25.00
169303	10/22/15	18,019.86	F561	FERGUSON ENTERPRISES, INC.	
	Reference	Description			Amount
	143258	ARV valves for Kelly Park			18,019.86
169360	10/22/15	1,097.00	F691	FCPTI	
	Reference	Description			Amount
	144283	Crime Prevention Courses			1,097.00
169157	10/09/15	465.00	F704	FLOWERS CHEMICAL LABORATORIES INC.	
	Reference	Description			Amount
	143880	Total Nitrogen and TKN samples			300.00
	143882	BOD Compliance			165.00
169432	10/29/15	610.00	F704	FLOWERS CHEMICAL LABORATORIES INC.	
	Reference	Description			Amount
	144664	3rd Quarter 2015 NPDES Analyses for Lake Marshall,			205.00
	144676	4th Qtr 2015 Wastewater Lab Analyses			405.00
169433	10/29/15	715.15	F873	FRY, MARK	
	Reference	Description			Amount
	144644	Health insurance deductible reimbursement - PY15			715.15
169490	10/30/15	140.23	F885	FASTENAL COMPANY	
	Reference	Description			Amount
	144023	MISC HARDWARE FOR VEHICLES			140.23
169361	10/22/15	23.60	F916	FIFTH THIRD BANK LEGAL ENTRY	
	Reference	Description			Amount
	144272	Subpeona Charges			23.60
169365	10/22/15	260.00	F930	FLORIDA HOMICIDE INVESTIGATORS ASN	
	Reference	Description			Amount
	144289	Homocide Investigator's Conference			260.00
169430	10/29/15	1,831.50	F949	FISHER & PHILLIPS LLP	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	144635	Legal services - personnel matters			1,831.50
168982	10/01/15	3,541.50	F949	FISHER & PHILLIPS LLP	
	Reference	Description			Amount
	143836	Legal fees personnel matters			3,541.50
169158	10/09/15	80.00	F962	FURGALA, NICOLE	
	Reference	Description			Amount
	143930	Refund: Parent is coaching U6 Soccer Team			80.00
169246	10/15/15	18.50	F963	FIRST ALLMERICA FINANCIAL LIFE INS CO.	
	Reference	Description			Amount
	144294	To reimburse overpayment of Business Tax Receipt			18.50
169304	10/22/15	7,500.00	F964	FISHKIND & ASSOCIATES, INC.	
	Reference	Description			Amount
	144496	Economic Forecast - Tasks 1, 2 & 4			7,500.00
169370	10/22/15	65.00	G139	GOLF CART ENTERPRISES INC.	
	Reference	Description			Amount
	144061	REPLACE IGNITION SWITCH			65.00
169373	10/22/15	663.81	G15	GROENEVELD	
	Reference	Description			Amount
	144065	SINGLE 3/16 & DOUBLE 3/16 GREASE LINE FOR SANITAT			663.81
169372	10/22/15	55.50	G166	GRAPHIC SOURCE OF CENTRAL FLORIDA L	
	Reference	Description			Amount
	144016	MISC DECALS FOR NEW VEHICLES			55.50
169494	10/30/15	1,587.36	G211	GE SENSING	
	Reference	Description			Amount
	144231	Panametrics for Flow Calibration Meter			1,587.36
169307	10/22/15	383.98	G40	GRAYBAR	
	Reference	Description			Amount
	143596	Emergency Lightning Repair to NW Soccer Fields			383.98
169247	10/15/15	2,200.00	G558	GOLF SPECIALTIES , INC	
	Reference	Description			Amount
	143691	4 Loads of Clay Emergency for Field Secuirty issue			2,200.00
169495	10/30/15	263.31	G641	GOVCONNECTION, INC.	
	Reference	Description			Amount
	144207	Brad Green's Office project - Equipment			263.31
169371	10/22/15	1,544.10	G641	GOVCONNECTION, INC.	
	Reference	Description			Amount
	144076	Monitors for MS Project Training Lab			1,544.10
168987	10/01/15	320.69	G641	GOVCONNECTION, INC.	
	Reference	Description			Amount
	142873	Ergotron DS 100 Monitor Mount Hardware			320.69
168985	10/01/15	166.59	G649	GLENN JOINER & SON, INC.	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	143071	MISC VEHICLE PARTS			166.59
169496	10/30/15	1,276.65	G661	GRAINGER	
	Reference	Description			Amount
	144103	Inventory items that are at reordering point			1,276.65
168988	10/01/15	210.00	G681	GREENLEAF COMPACTION, INC.	
	Reference	Description			Amount
	143811	Rental of 6-CY Vertical Compactor at Errol.			210.00
169159	10/09/15	100.41	G715	GOLD NUGGET DBA	
	Reference	Description			Amount
	138847	Replacement - New / Unforms			100.41
169369	10/22/15	603.04	G715	GOLD NUGGET DBA	
	Reference	Description			Amount
	144276	Replacement Uniforms			603.04
168986	10/01/15	463.00	G715	GOLD NUGGET DBA	
	Reference	Description			Amount
	137228	Replacement Police Uniforms			58.66
	137596	New Officer Uniforms			58.66
	141175	Code Enforcement Uniforms			67.88
	141903	Police Uniforms			277.80
169434	10/29/15	6,666.66	G775	GALLAGHER BENEFIT SERVICES, INC	
	Reference	Description			Amount
	144663	Health & Welfare Consulting Services			6,666.66
169497	10/30/15	1,146.55	H227	H D SUPPLY WATER WORKS, LTD.	
	Reference	Description			Amount
	144395	24" Blind flange & gasket			930.55
	144460	12" Blind flg with S/S kit			216.00
169374	10/22/15	17,516.25	H227	H D SUPPLY WATER WORKS, LTD.	
	Reference	Description			Amount
	143907	Inventory items that are at reordering point			17,516.25
169436	10/29/15	2,410.00	H266	HDR ENGINEERING, INC.	
	Reference	Description			Amount
	142681	Traffic Signal System Retiming (Piedmont-Wekiwa Rd			2,410.00
169498	10/30/15	254.23	H5	HYDRAULIC HOUSE, INC.	
	Reference	Description			Amount
	144227	HYDRAULIC FITTINGS UINT# 251394			254.23
169252	10/15/15	1,308.38	H50	HOME DEPOT CREDIT SERVICES	
	Reference	Description			Amount
	143285	Blanket PO for Facility Maintenance Repairs			269.98
	143433	Operating supplies for the Wastewater Plant Blanke			255.33
	143887	Goodyear rubber hose			52.10
	139793	3111/3121 - Maintenance Supplies			177.87
	140666	3111 - Operating Supplies Blanket PO			22.10

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Number	Date	Amount	Vendor	Payee	Voiced
	142902	Dimmer Switch for FCC & 2x6x8 lumber			2.97
	143278	Paint interior & exterior AAC, brushes etc.			372.11
	143284	Replacement Lights FS 1			155.92
169250	10/15/15	415.17	H537	HF SCIENTIFIC, INC.	
	Reference	Description			Amount
	143715	Replacement of East Turbidity Analyzer			415.17
169248	10/15/15	800.00	H715	H & M ELECTRICAL	
	Reference	Description			Amount
	144263	(2) Microwave sensors temporary use at the interse			800.00
169249	10/15/15	1,299.80	H823	HARDDOG'S REQUISITES	
	Reference	Description			Amount
	143115	replace worn canine team gear			1,299.80
168989	10/01/15	893.11	H83	HACH COMPANY	
	Reference	Description			Amount
	142554	3121 - WRF Lab DR2700 Spec. Repairs			893.11
169253	10/15/15	11.54	I357	INTERNAL REVENUE SERVICE	
	Reference	Description			Amount
	144300	Ryan McNeeley Weekly Payment 10/10/15			11.54
169499	10/30/15	11.54	I357	INTERNAL REVENUE SERVICE	
	Reference	Description			Amount
	144700	Ryan McNeeley Weekly Payment 10/24/15			11.54
169375	10/22/15	11.54	I357	INTERNAL REVENUE SERVICE	
	Reference	Description			Amount
	144470	Ryan McNeely Weekly Payment 10/17/15			11.54
169160	10/09/15	11.54	I357	INTERNAL REVENUE SERVICE	
	Reference	Description			Amount
	143925	Ryan McNeely Weekly Payment 10/03/15			11.54
168990	10/01/15	11.54	I357	INTERNAL REVENUE SERVICE	
	Reference	Description			Amount
	143894	Ryan McNeeley Weekly Payment			11.54
169376	10/22/15	140.00	I676	INTERNATIONAL ASSOC OF FINANCIAL CRII	
	Reference	Description			Amount
	144299	IAFCI Training Seminar			140.00
169500	10/30/15	671.61	J159	JOHN DEERE LANDSCAPES, INC.	
	Reference	Description			Amount
	144101	LANDSCAPE MATERIAL FOR PUBLIC SERVICES			671.61
169255	10/15/15	4,357.10	J227	JOSAM PRODUCTS, INC.	
	Reference	Description			Amount
	144008	REPLACE KIN PINS & R/F SPINDLE UNIT# 241140			4,357.10
169161	10/09/15	300.00	J789	JANI- KING OF ORLANDO	
	Reference	Description			Amount
	143934	Cleaning City of Apopka Museum			300.00
169254	10/15/15	200.00	J826	JOHNSON, RACHEL	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	144121	Facility Use Deposit Refund			200.00
169437	10/29/15	80.70	K100	KAHRS, DONALD	
	Reference	Description			Amount
	144665	COBRA reimbursement for health premium			80.70
169162	10/09/15	11,770.25	K80	KEITH AND SCHNARS, P.A.	
	Reference	Description			Amount
	142306	Community-Wide Visioning Process - Professional Se			11,770.25
168993	10/01/15	938.13	L24	LOUIS'PRYOR SUPPLY CO.	
	Reference	Description			Amount
	143384	Electrical parts for misa.Lift stations			938.13
169309	10/22/15	11,451.46	L25	LINA	
	Reference	Description			Amount
	144498	Sep 15 Life Insurance & LTD			11,451.46
169257	10/15/15	2,000.00	L491	LAKE JEM FARMS INC.	
	Reference	Description			Amount
	143780	8000 FT. OF BAHIA (20 PALLETS) SOD INSTALLED ON K			2,000.00
169164	10/09/15	624.00	L491	LAKE JEM FARMS INC.	
	Reference	Description			Amount
	143716	(12) PALLETS OF BAHIA SOD FOR RESTORING BOY SCC			624.00
169377	10/22/15	2,000.00	L491	LAKE JEM FARMS INC.	
	Reference	Description			Amount
	143883	(20) (8000 FT) PALLETS OF BAHIA SOD TO RESTORE OC			2,000.00
168992	10/01/15	188.00	L491	LAKE JEM FARMS INC.	
	Reference	Description			Amount
	143648	(2) PALLETS OF BAHIA SOD TO RESTORE PER WORK O			188.00
169308	10/22/15	3,913.70	L563	LABOR READY SOUTHEAST, INC.	
	Reference	Description			Amount
	144504	Temp help for Sept 14-18, 2015			1,518.10
	144505	Flag People for installing Ductile Iron pipe on Ke			1,117.20
	144506	Temp help for Sept 21-25, 2015			1,278.40
169163	10/09/15	2,028.60	L563	LABOR READY SOUTHEAST, INC.	
	Reference	Description			Amount
	143840	Flag People for Kelly Park Ductile Iron Job			940.80
	143879	Flag People for Kelly Park RWM job			1,087.80
168991	10/01/15	2,716.60	L563	LABOR READY SOUTHEAST, INC.	
	Reference	Description			Amount
	143813	Temp help for Aug. 31 thru Sept. 4, 2015.			1,438.20
	143814	Temp help for Sept. 7-11, 2015.			1,278.40
169378	10/22/15	158.00	L572	LOCKS, DOORS & SAFES, INC.	
	Reference	Description			Amount
	144209	Service and Labor to duplicate 25 keys			158.00
169256	10/15/15	400.31	L6	LAKE AOPKA NATURAL GAS DISTRICT	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	144224	Natural Gas Bills 8/28/15-9/29/15			400.31
169438	10/29/15	2,995.75	L6	LAKE APOPKA NATURAL GAS DISTRICT	
	Reference	Description			Amount
	143757	CITY WIDE NATURAL GAS 8/28/2015-9/29/2015			2,995.75
169167	10/09/15	2,601.49	L626	LOWE'S	
	Reference	Description			Amount
	142852	(22) 2'X4'X8' STUDS			199.76
	143006	(2) 3 TON FLOOR JACKS WITH STANDS			471.12
	143177	uTILITECH 6 OUTLET METAL POWER STRIP WITH BUILT			45.48
	143326	(1) PALLET OF PORTLAND CEMENT TO MAKE SMALL RE			1,194.28
	143353	1/2" PVC SCH. 40 CONDUIT			29.98
	143361				273.76
	143363	(2) 5# BOXES OF 1 1/8" DRY WALL SCREWS FOR ASSEM			183.68
	143365	DeWalt 18v 2pk battery #23131			203.43
169503	10/30/15	595.00	L710	LOU'S GLOVES, INC	
	Reference	Description			Amount
	144240	Medical Gloves			595.00
169502	10/30/15	184.60	L727	LIVEVIEW GPS, INC	
	Reference	Description			Amount
	144426	GPS Tracking Services			184.60
169165	10/09/15	7.50	L762	LIBERTY BANKERS LIFE INSURANCE COMP.	
	Reference	Description			Amount
	143909	To reimburse overpayment of Business Tax Receipt			7.50
169501	10/30/15	2,068.47	L763	LAKE TIRE & AUTO	
	Reference	Description			Amount
	144305	STOCK TIRES			2,068.47
169259	10/15/15	450.00	M1009	MIDNIGHT SQL CONSULTING	
	Reference	Description			Amount
	138273	Remote SQL Database Support			450.00
169439	10/29/15	2,436.12	M1050	MCKESSON MEDICAL-SURGICAL INC	
	Reference	Description			Amount
	144647	September 2015 - CareHere Supplies			2,436.12
169168	10/09/15	21.26	M1056	MCCROMETER, INC.	
	Reference	Description			Amount
	143330	RA36789 WP2 Dist flow meter converter McCrome			21.26
169171	10/09/15	120.00	M1062	MORALES, AIDA	
	Reference	Description			Amount
	143929	Refund: Parent is coaching U6 soccer team/ Out of			120.00
169380	10/22/15	49.00	M1063	MCKINLEY, MICHAEL	
	Reference	Description			Amount
	144169	Per Diem - McKinley			49.00
169379	10/22/15	416.00	M1064	MCBRIDE, SCICCHITANO & LEACOX P.A.	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	144420	Refund Fire Department			416.00
169173	10/09/15	2,337.01	M15	MUNICIPAL CODE CORPORATION	
	Reference	Description			Amount
	143852	Supplement 20 to Code of Ordinances			2,337.01
169170	10/09/15	2,189.05	M298	MJ ALTMAN COMPANIES, INC.	
	Reference	Description			Amount
	143926	Fees due on collections			1,909.66
	143927	Fees due on collection			279.39
169260	10/15/15	1,400.00	M313	MILLIKAN BATTERY & ELECTRIC	
	Reference	Description			Amount
	144025	REPLACE RADIATOR #ACT7300-19BT UNIT# 241140			1,400.00
168994	10/01/15	1,441.00	M313	MILLIKAN BATTERY & ELECTRIC	
	Reference	Description			Amount
	142920	MISC ALTERNATORS, RADIATORS, STARTERS ETC			1,441.00
169508	10/30/15	200.00	M428	McGEE, CATHLEEN	
	Reference	Description			Amount
	144564	Water Conservation Program Rebate			200.00
169169	10/09/15	1,110.90	M568	MERCER PEST CONTROL, INC.	
	Reference	Description			Amount
	140281	Quarterly Pest - Rodent Control			1,110.90
169506	10/30/15	21,778.33	M647	MOTOROLA SOLUTIONS, INC.	
	Reference	Description			Amount
	144403	Motorola Annual Services Agreement			21,778.33
169261	10/15/15	27,256.08	M659	MULLINAX FORD	
	Reference	Description			Amount
	142464	2015 FORD EXPLORER FOR FIRE/EMS DIVISION			27,256.08
169172	10/09/15	2,239.69	M659	MULLINAX FORD	
	Reference	Description			Amount
	142304	UNIT# 111255, 110830 & 130966			2,239.69
169507	10/30/15	12,073.09	M659	MULLINAX FORD	
	Reference	Description			Amount
	144029	REPLACE ENGINE UNIT# 191098			12,073.09
168995	10/01/15	798.27	M659	MULLINAX FORD	
	Reference	Description			Amount
	143855	Refund returned check for repairs			798.27
169440	10/29/15	205.93	M663	MUSCO SPORTS LIGHTING , LLC	
	Reference	Description			Amount
	144662	Contactors for Soccer Field Lights Emergency Light			205.93
169383	10/22/15	245.00	M684	MILLER, JEROME	
	Reference	Description			Amount
	144167	Per Diem - Miller			245.00
169381	10/22/15	11,417.50	M730	METROPLAN ORLANDO	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	144089	MetroPlan FY 2015-16 Funding			11,417.50
169505	10/30/15	217.50	M759	MEDTECH FORENSICS, INC.	
	Reference	Description			Amount
	144438	Forensics Supplies			217.50
169382	10/22/15	10,685.00	M814	MICHIGAN ST. PUMP & ELECTRIC MOTOR	
	Reference	Description			Amount
	144123	L.S.30 needs a 10hp pump repaired Lester Rd.			1,884.00
	144133	L.S. 96 Oak Ridge Sub needs repair to a 20hp			4,334.00
	144152	L.S. 21 needs repair to a 20hp pump			4,467.00
169384	10/22/15	3,813.00	N143	NATIONAL LEAGUE OF CITIES	
	Reference	Description			Amount
	144222	NLC Membership FY 2015-16			3,813.00
169262	10/15/15	3,329.62	N337	NEB GROUP, INC.	
	Reference	Description			Amount
	144261	September EMS ambulance billing			3,329.62
169174	10/09/15	73.73	N524	NETWORK INNOVATIONS INC.	
	Reference	Description			Amount
	136874	Satellite Phone Service - Cmd Vehicle			73.73
168996	10/01/15	602.93	N529	NABORS GIBLIN & NICKERSON	
	Reference	Description			Amount
	143790	SPECIAL OBLIGATION REVENUE NOTE SERIES 2015			602.93
169176	10/09/15	485.92	N551	NEXTEL COMMUNICATIONS	
	Reference	Description			Amount
	143430	PS Stand-by Phones 8/23/15-9/22/15			485.92
169177	10/09/15	32,000.00	N573	NOVELL INC.	
	Reference	Description			Amount
	143829	Novell MLA Addendum			32,000.00
169263	10/15/15	5,665.83	N667	NEXTRAN TRUCK CENTER - ORLANDO	
	Reference	Description			Amount
	143841	CAMSHAFT & LIFTERS FANITATION UNIT# 241143			5,665.83
169510	10/30/15	2,494.91	N667	NEXTRAN TRUCK CENTER - ORLANDO	
	Reference	Description			Amount
	144037	GEAR BOX & RADIATOR UNIT# 220920			2,494.91
168997	10/01/15	661.41	N667	NEXTRAN TRUCK CENTER - ORLANDO	
	Reference	Description			Amount
	142727	MISC MACK PARTS			661.41
169385	10/22/15	1,293.76	N667	NEXTRAN TRUCK CENTER - ORLANDO	
	Reference	Description			Amount
	144035	STEERING GEAR BOX UNIT# 201049			1,293.76
169441	10/29/15	1,274.24	N694	NET TRANSCRIPTS, INC	
	Reference	Description			Amount
	144636	Transcripts - IIR 2015-01			660.94

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	144645	Transcript Services - CID/IA			613.30
169175	10/09/15	21,856.25	N701	NETXFOLIO	
	Reference	Description			Amount
	142761	NETWORK MIGRATION			21,856.25
169509	10/30/15	21,450.00	N701	NETXFOLIO	
	Reference	Description			Amount
	142761	NETWORK MIGRATION			21,450.00
169180	10/09/15	245.03	O10	ORLANDO PAVING CO	
	Reference	Description			Amount
	143649	(5) TON OF ASPHALT TO RESTORE PROPERTY LOCATEI			245.03
169182	10/09/15	432.00	O127	OUT-SPOKE'N BIKE SHOPS, INC.	
	Reference	Description			Amount
	143011	Bicycle Unit Bicycle - Repairs			432.00
169386	10/22/15	500.00	O239	ODOM ELECTRICAL SERVICES INC.	
	Reference	Description			Amount
	144208	Repair of Lights @Northwest due to Lighting Strike			500.00
169007	10/01/15	1,121.92	O3	ORLANDO SENTINEL	
	Reference	Description			Amount
	142817	Bid Ad for NW Rec Dirt Purchase			515.00
	143455	Legal Ad FDEP Pretreatment Program Modification			331.25
	143853	Legal Ad			275.67
169006	10/01/15	494.44	O49	ORLANDO FREIGHTLINER, INC.	
	Reference	Description			Amount
	142398	MISC FREIGHTLINER PARTS			494.44
169003	10/01/15	500.50	O5	ORANGE COUNTY COMPTROLLER	
	Reference	Description			Amount
	143033	Comptroller Filing Fees			500.50
169443	10/29/15	91.00	O5	ORANGE COUNTY COMPTROLLER	
	Reference	Description			Amount
	144660	Comptroller Filing Fees			91.00
169388	10/22/15	54.00	O521	ORANGE COUNTY BOARD OF COMMISSION	
	Reference	Description			Amount
	144135	Renewal of Competency Card for Permits			54.00
169311	10/22/15	365.27	O522	OTTO ENVIRONMENTAL SYSTEMS (NC),LLC	
	Reference	Description			Amount
	141022	Refuse Carts mixed load			365.27
169269	10/15/15	6,434.13	O522	OTTO ENVIRONMENTAL SYSTEMS (NC),LLC	
	Reference	Description			Amount
	141022	Refuse Carts mixed load			6,434.13
169005	10/01/15	528.99	O526	ORLANDO DODGE INC.	
	Reference	Description			Amount
	142917	MISC DODGE PARTS & REPAIRS			528.99
169390	10/22/15	567.00	O537	ORLANDO I.S.A.	

CITY OF AOPKA

Check Register

Check Dates 10/01/15 thru 10/31/15, All Cash Accounts, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	143937	ISA Registration for Softball (Fall Season)			567.00
169389	10/22/15	25.00	O546	ORANGE COUNTY SHERIFF'S OFFICE	
	Reference	Description			Amount
	144288	FBI National Academy Conference			25.00
169266	10/15/15	711.46	O576	OFFICE DEPOT, INC.	
	Reference	Description			Amount
	143571	Xerox Phaser Printer Ink			711.46
169387	10/22/15	139.40	O576	OFFICE DEPOT, INC.	
	Reference	Description			Amount
	144233	Office Supplies			139.40
169004	10/01/15	54.00	O585	ORANGE COUNTY PUBLIC WORKS DEPART	
	Reference	Description			Amount
	143802	Active Underground Utility Pipeline Contractor ren			54.00
169267	10/15/15	10.00	O589	ORANGE COUNTY COMPTROLLER	
	Reference	Description			Amount
	144324	Recording of Notice of Commencement			10.00
169310	10/22/15	70,836.48	O604	OCU - SOLID WASTE DIVISION	
	Reference	Description			Amount
	144514	Tipping fees for Sept 1-30, 2015			70,836.48
169002	10/01/15	1,454.00	O636	OFFICE FURNITURE OUTLET	
	Reference	Description			Amount
	142016	Chairs / Records			1,454.00
169268	10/15/15	750.00	O669	ORLANDO FUN CREW INC	
	Reference	Description			Amount
	143942	Bounce House w/Slide/Movie Screen/Obstacle Course			750.00
169000	10/01/15	1,144.39	O670	O'REILLY AUTO PARTS	
	Reference	Description			Amount
	142923	MISC VEHICLE PARTS			943.02
	142726	STOCK VEHICLE PARTS			41.59
	142773	MISC VEHICLE PARTS			159.78
	142923	MISC VEHICLE PARTS			0.00
169511	10/30/15	512.48	O670	O'REILLY AUTO PARTS	
	Reference	Description			Amount
	144031	MISC VEHICLE PARTS			512.48
169181	10/09/15	729.45	O676	OSBORNE, CHARLES	
	Reference	Description			Amount
	143848	REIMBURSEMENT FOR MAILBOX DAMAGE 7-27-15			729.45
169264	10/15/15	200.00	O677	O.A.C. MINISTRIES	
	Reference	Description			Amount
	144301	Facility Use Deposit Refund			200.00
169442	10/29/15	471.95	O94	OFFICE DEPOT	
	Reference	Description			Amount

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Number	Date	Amount	Vendor	Payee	Voiced
	143429	Office Supplies PS			471.95
169512	10/30/15	931.28	O94	OFFICE DEPOT	
	Reference	Description			Amount
	144119	Oct 2015 Office Sups - Office Depot - 4020/4021			931.28
169001	10/01/15	45.18	O94	OFFICE DEPOT	
	Reference	Description			Amount
	142556	Office Supplies (Misc Divisions)			45.18
169265	10/15/15	446.26	O94	OFFICE DEPOT	
	Reference	Description			Amount
	136701	3161 Operating Supplies			351.03
	137039	Office and Operating Supplies			95.23
169179	10/09/15	1,682.52	O94	OFFICE DEPOT	
	Reference	Description			Amount
	143447	Office Supplies PS			767.53
	136701	3161 Operating Supplies			263.97
	136744	Open PO for Office Supplies			242.45
	142556	Office Supplies (Misc Divisions)			242.59
	143231	2 Cameras-Sanitation			165.98
169184	10/09/15	6.00	P112	PHL VARIABLE INSURANCE COMPANY	
	Reference	Description			Amount
	143908	To reimburse overpayment of Business Tax Receipt			6.00
169185	10/09/15	63.00	P134	PIEDMONT ANIMAL HOSPITAL	
	Reference	Description			Amount
	141902	K9 Vet Fees - OPEN			63.00
169013	10/01/15	126.00	P134	PIEDMONT ANIMAL HOSPITAL	
	Reference	Description			Amount
	141902	K9 Vet Fees - OPEN			126.00
169270	10/15/15	344.50	P174	P & A GROUP, THE	
	Reference	Description			Amount
	144290	Oct 15 Flexible Spending Account			344.50
169008	10/01/15	351.00	P174	P & A GROUP, THE	
	Reference	Description			Amount
	143897	Sep 15 Flexible Spending			351.00
169016	10/01/15	1,590.75	P348	POWER BRAKE	
	Reference	Description			Amount
	141379	DIAMOND ROTORS FOR DODGE JOURNEY & FUSION			1,590.75
169391	10/22/15	248.00	P353	PRO IMAGE APPAREL	
	Reference	Description			Amount
	144172	SRO Tactical Polos w/embridery			248.00
169273	10/15/15	3,538.00	P40	PRIDE ENTERPRISES	
	Reference	Description			Amount
	144048	STOCK RECAP TIRES			1,189.31
	144068	STOCK RECAP TIRES			2,348.69

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Number	Date	Amount	Vendor	Payee	Voiced
169187	10/09/15	22.50	P40	PRIDE ENTERPRISES	
	Reference	Description			Amount
	143896	Business cards-Robert Sargent			22.50
169516	10/30/15	2,168.56	P40	PRIDE ENTERPRISES	
	Reference	Description			Amount
	144049	STOCK RECAP TIRES			2,168.56
169014	10/01/15	128.35	P491	PIRTEK ALTAMONTE SPRINGS	
	Reference	Description			Amount
	142927	SERVICE CALL TO MAKE MISC HYDRAULIC HOSES			128.35
169514	10/30/15	552.46	P491	PIRTEK ALTAMONTE SPRINGS	
	Reference	Description			Amount
	144044	SERVICE CALLS TO MAKE HYDRAULIC HOSES			552.46
169018	10/01/15	833.63	P503	PRO TREE KUSTOMS AND AUTO COLLISION	
	Reference	Description			Amount
	143641	REPAIRS TO RIGHT REAR QUARTER PANEL POLICE# 11			833.63
169517	10/30/15	582.97	P503	PRO TREE KUSTOMS AND AUTO COLLISION	
	Reference	Description			Amount
	144060	MISC BODY DAMAGE REPAIRS			582.97
169010	10/01/15	109.98	P564	PEP BOYS - MANNY, MOE & JACK, THE	
	Reference	Description			Amount
	143073	MISC ALIGNMENTS			109.98
169012	10/01/15	540.00	P632	PHOTOSOUND OF ORLANDO, INC.	
	Reference	Description			Amount
	143667	Audio Equipment Rental			540.00
169188	10/09/15	261.03	P668	PUBLIC SERVICES PETTY CASH	
	Reference	Description			Amount
	143915	Public Services Petty Cash Reimbursement			261.03
169392	10/22/15	193.68	P668	PUBLIC SERVICES PETTY CASH	
	Reference	Description			Amount
	144396	Public Services Petty Cash Reimbursement 10/16/15			193.68
169518	10/30/15	108.67	P668	PUBLIC SERVICES PETTY CASH	
	Reference	Description			Amount
	144594	Public Services Petty Cash Reimbursement			108.67
169183	10/09/15	1,318.04	P710	PETROLEUM TRADERS CORP.	
	Reference	Description			Amount
	143696	GAS 344 @ 1.98 & DIESEL 341 @ 1.86 NORTHWEST			1,318.04
169271	10/15/15	14,729.00	P710	PETROLEUM TRADERS CORP.	
	Reference	Description			Amount
	144047	CITY WIDE GAS 7934 @ 1.86			14,729.00
169011	10/01/15	14,356.78	P710	PETROLEUM TRADERS CORP.	
	Reference	Description			Amount
	143316	CITY WIDE DIESEL 7521 @ 1.91			14,356.78
169513	10/30/15	27,379.16	P710	PETROLEUM TRADERS CORP.	

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	Reference	Description			Amount
	144045	CITY WIDE GAS 7899 @ 1.71			13,503.88
	144046	CITY WIDE DIESEL 7438 @ 1.87			13,875.28
169313	10/22/15	2,009.33	P732	POWER PRO-TECH SERVICES, INC.	
	Reference	Description			Amount
	143726	Emergency Repair to Generator FS 1			2,009.33
169186	10/09/15	265.00	P732	POWER PRO-TECH SERVICES, INC.	
	Reference	Description			Amount
	136911	Generator Annual Major PM's 7 Locations			265.00
169444	10/29/15	2,971.55	P795	PREFERRED GOVERNMENTAL INS. TRUST	
	Reference	Description			Amount
	144637	Workers' Compensation Deductibles Sept 2015			2,971.55
169272	10/15/15	115.00	P807	PICOU, DALE M	
	Reference	Description			Amount
	143943	Balloon twisting for Halloween event 10/30 in KLNP			115.00
169312	10/22/15	12,500.00	P867	PASHA, PETER PATRICK	
	Reference	Description			Amount
	143826	Pete Pasha - Artist fees for two Mayor Land Statue			12,500.00
169015	10/01/15	132.25	P903	POLICE DEPT PETTY CASH FUND	
	Reference	Description			Amount
	143881	Petty Cash Reimbursement			132.25
169314	10/22/15	42,861.30	P921	PROVIDENCE CONSTRUCTION & DEVELOPI	
	Reference	Description			Amount
	143546	Revome/Replace 1160 LF - 12" RWM - Ocoee-Apopka Rd			42,861.30
169009	10/01/15	200.00	P926	PATEL, KETAN	
	Reference	Description			Amount
	143857	Facility Use Deposit Refund			200.00
169017	10/01/15	329.70	P927	PRIMEPAY, LLC	
	Reference	Description			Amount
	143902	COBRA Advisory City of Apopka			329.70
169515	10/30/15	65.00	P928	POLICE EXECUTIVE RESEARCH FORUM	
	Reference	Description			Amount
	144430	PERF Membership			65.00
169189	10/09/15	766.98	Q152	QUADMED, INC.	
	Reference	Description			Amount
	143871	September EMS supplies Quadmed			766.98
169445	10/29/15	4,552.50	Q193	QUINTAIROS, PRIETO, WOOD & BOYER P.A.	
	Reference	Description			Amount
	144638	Bill for Professional Services			4,552.50
169521	10/30/15	2,698.75	R200	RAPID SYSTEMS	
	Reference	Description			Amount
	144450	PD Rapid Systems Fiber Connectivity			2,698.75
169316	10/22/15	230.98	R232	RICOH USA, INC.	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	144508	Copier usage charges for the period of 05-12-15 t			230.98
169192	10/09/15	406.60	R232	RICOH USA, INC.	
	Reference	Description			Amount
	137508	Public Service Printer Maintenance 2014-2015			406.60
169448	10/29/15	9.88	R232	RICOH USA, INC.	
	Reference	Description			Amount
	143861	Copier Overages Canon IR5000			9.88
169024	10/01/15	58.86	R232	RICOH USA, INC.	
	Reference	Description			Amount
	137254	Blanket PO 3612 NWRC Extra Copies B/W & Color			58.86
169522	10/30/15	126.69	R233	RICOH USA, INC.	
	Reference	Description			Amount
	144116	Copier charges 8-12-15 thru 9-11-15 (4020/4021)			126.69
169317	10/22/15	567.00	R275	ROMINE REPROGRAPHICS	
	Reference	Description			Amount
	143789	Recruiting materials			567.00
169395	10/22/15	230.00	R276	ROELL, HOLLY M.	
	Reference	Description			Amount
	144287	Per Diem - Holly Roell - Crime Analyst Training			230.00
169190	10/09/15	115.99	R77	RECREATION DEPT. PETTY CASH	
	Reference	Description			Amount
	143933				115.99
169193	10/09/15	188.36	R785	RUTH, SAM	
	Reference	Description			Amount
	143916	Florida League of Cities Conference (August 13-15,			188.36
169275	10/15/15	1,000.00	R804	RANDALL A. SOMERS	
	Reference	Description			Amount
	144303	Contract Airport 10/15/15			1,000.00
169519	10/30/15	1,000.00	R804	RANDALL A. SOMERS	
	Reference	Description			Amount
	144581	Contractor Services - Airport			1,000.00
169019	10/01/15	1,000.00	R804	RANDALL A. SOMERS	
	Reference	Description			Amount
	143846	Contract Services Airport			1,000.00
169520	10/30/15	302.50	R827	RANDY MEANS CONSULTING	
	Reference	Description			Amount
	144429	Traffic Safety Program Hearing Officer			302.50
169023	10/01/15	5,268.52	R849	REVEAL MEDIA USA, INC	
	Reference	Description			Amount
	143077	Body Camera / docking station			5,268.52
169396	10/22/15	129.38	R856	ROSENBAUER MINNESOTA, LLC	

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Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	144253	MISC PARTS FOR ENGINE 1 UNIT# 141514			129.38
169394	10/22/15	661.50	R866	RESIDENCE INN TALLAHASSEE NORTH	
	Reference	Description			Amount
	144163	Police Executive Class / Tallahassee			661.50
169022	10/01/15	276.00	R866	RESIDENCE INN TALLAHASSEE NORTH	
	Reference	Description			Amount
	138772	Senior Leadership Course - Capt. Miller - Hotel			276.00
169315	10/22/15	3,300.00	R880	REISS ENGINEERING INC	
	Reference	Description			Amount
	143803	Electrical Design for NWRC BBQ area			3,300.00
169447	10/29/15	1,320.05	R880	REISS ENGINEERING INC	
	Reference	Description			Amount
	141268	3115 - Reuse HSP Expansion Electrical Design			1,320.05
169021	10/01/15	19,007.50	R880	REISS ENGINEERING INC	
	Reference	Description			Amount
	140808	Reiss Engineering, Inc., to perform a water, sanit			19,007.50
169274	10/15/15	1,270.00	R884	R.H. SITE	
	Reference	Description			Amount
	143681	Grahams Garage- Concrete In Floor Opening			1,270.00
169020	10/01/15	123.84	R886	RED THE UNIFORM TAILOR	
	Reference	Description			Amount
	140202	Uniforms / Raincoats			123.84
169191	10/09/15	47.73	R886	RED THE UNIFORM TAILOR	
	Reference	Description			Amount
	140202	Uniforms / Raincoats			47.73
169446	10/29/15	125.78	R886	RED THE UNIFORM TAILOR	
	Reference	Description			Amount
	140202	Uniforms / Raincoats			125.78
169025	10/01/15	559.76	R892	ROZIER, ANGELA	
	Reference	Description			Amount
	143815	Health ins deductible reimbursement - ee PY15			559.76
169276	10/15/15	200.00	R893	ROBLES, SHAQUIRA	
	Reference	Description			Amount
	144313	Facility Use Deposit Refund			200.00
169393	10/22/15	100.00	R894	REO'S AUTO DETAILING	
	Reference	Description			Amount
	143984	DETAIL INSIDE OF VEHICLE UNIT# 111253			100.00
169523	10/30/15	20,960.00	S1020	SALEM COMMUNICATIONS	
	Reference	Description			Amount
	144466	WBZW - 2016 Radio Advertising			20,960.00
169280	10/15/15	81.99	S1053	SPRINT	

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	Reference	Description			Amount
	144259	Sprint EMS data cards for heart monitors			81.99
169529	10/30/15	1,569.95	S1054	STRS ENERGY INC	
	Reference	Description			Amount
	144064	STOCK BATTERY BUDDIES FOR VEHICLES			1,569.95
169397	10/22/15	2,500.00	S1077	SHEPHERD & WOLFE, LLC	
	Reference	Description			Amount
	144120	Shepherd & Wolfe - Event Consulting - Blanket PO			2,500.00
169318	10/22/15	150.00	S1084	SHEPHERD & WOLFE, DESIGN DIVISION, LL	
	Reference	Description			Amount
	143839	Shepherd & Wolfe - Design for OFOF Invitations			150.00
169197	10/09/15	697.00	S1088	SPORTS N STUFF SCREEN PRINTING & EMI	
	Reference	Description			Amount
	142615	SRT -Shirts (Replacements)			697.00
169277	10/15/15	131.00	S1089	SECURITY BENEFIT LIFE INSURANCE COMF	
	Reference	Description			Amount
	144323	To reimburse overpayment of Business Tax Receipt #			131.00
169400	10/22/15	1,485.00	S1090	SURVIVAL OPTION SERVICES, LLC	
	Reference	Description			Amount
	144280	Active Shooter - Train the Trainer			1,485.00
169504	10/30/15	827.00	S112	LOUIS E. SNYDER	
	Reference	Description			Amount
	144072	HYDRAULIC MOTOR #9-1897-C-R UNIT# 150904			827.00
169258	10/15/15	561.00	S112	LOUIS E. SNYDER	
	Reference	Description			Amount
	144012	REBUILD SPARE BELLY CYLINDER FOR SANITATION TRI			561.00
169166	10/09/15	4,690.00	S112	LOUIS E. SNYDER	
	Reference	Description			Amount
	143639	REPLACE HYDRAULIC PUMP UNIT# 241144			2,320.00
	143640	REMAN HYDRAULIC PUMP FOR SANITATION AUTOMATE			2,370.00
169196	10/09/15	24,145.42	S257	SHI INTERNATIONAL CORP.	
	Reference	Description			Amount
	143707	VMware View Standard Edition Licenses			24,145.42
169027	10/01/15	27,881.24	S257	SHI INTERNATIONAL CORP.	
	Reference	Description			Amount
	143513	Microsoft Licensing for Migration Project			21,443.20
	143572	Microsoft Windows DataCenter Server 2012			5,468.00
	143703	Windows 7 Pro Licenses			211.98
	143791	MS Office Licenses for PD			758.06
169525	10/30/15	634.00	S257	SHI INTERNATIONAL CORP.	
	Reference	Description			Amount
	144205	Cisco Catalyst 2960CX-8TC-L			634.00
169279	10/15/15	6.00	S310	SILVERSCRIPT INSURANCE COMPANY	

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	Reference	Description			Amount
	144292	To reimburse overpayment of Business Tax Receipt			6.00
169032	10/01/15	28.75	S335	SYN-TECH SYSTEMS, INC.	
	Reference	Description			Amount
	143795	Airport Fuel Island Tech Support			28.75
169528	10/30/15	98.08	S400	STEPHENS, MARTI	
	Reference	Description			Amount
	144699	Jared Dickey Weekly Payment 10/24/15			98.08
169199	10/09/15	98.08	S400	STEPHENS, MARTI	
	Reference	Description			Amount
	143923	Jared Dickey Weekly Payment 10/03/15			98.08
169398	10/22/15	98.08	S400	STEPHENS, MARTI	
	Reference	Description			Amount
	144472	Jared Dickey Weekly Payment 10/17/15			98.08
169029	10/01/15	98.08	S400	STEPHENS, MARTI	
	Reference	Description			Amount
	143892	Jared Dickey Weekly Payment 9/26/15			98.08
169281	10/15/15	98.08	S400	STEPHENS, MARTI	
	Reference	Description			Amount
	144297	Jared Dickey Weekly Payment 10/10/15			98.08
169194	10/09/15	608.01	S416	SAFETY- KLEEN	
	Reference	Description			Amount
	143695	MAINTENANCE ON FLEETS PARTS CLEANING MACHINE			608.01
169452	10/29/15	1,100.04	S477	SWIFTREACH NETWORKS, INC.	
	Reference	Description			Amount
	136910	Reverse 911 Annual Monthly			550.04
	144656	Reverse 911 annual charges			550.00
169026	10/01/15	3,000.00	S521	SHELLEY'S SEPTIC TANKS	
	Reference	Description			Amount
	143460	3121 - 43 Loads of Sludge Hauling			3,000.00
169524	10/30/15	18,000.00	S521	SHELLEY'S SEPTIC TANKS	
	Reference	Description			Amount
	144110	Shelley's Sludge Hauling			18,000.00
169449	10/29/15	2,000.00	S521	SHELLEY'S SEPTIC TANKS	
	Reference	Description			Amount
	144666	Shelley's Sludge Hauling			2,000.00
169278	10/15/15	4,000.00	S521	SHELLEY'S SEPTIC TANKS	
	Reference	Description			Amount
	143460	3121 - 43 Loads of Sludge Hauling			4,000.00
169319	10/22/15	5,740.00	S534	SOUTHEASTERN SURVEYING	
	Reference	Description			Amount
	143356	Fee to perform a topographic survey of the propert			5,740.00
169282	10/15/15	401.00	S542	SWANK MOTION PICTURES, INC.	

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Check Dates 10/01/15 thru 10/31/15, All Cash Accounts, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
Reference	Description	Amount			
143940	DVD Movie w/ License for Halloween Event on 10/30	401.00			
169031	10/01/15	4,349.61	S575	SUNTRUST BANK	
Reference	Description	Amount			
142491	BrickFTP Site	49.00			
142774	CENTRAL CONTROL UNIT FOR POLICE DEPT CAIMEN T/	765.00			
142977	PRESSURE SWITCH #8594019 (Smart Power)	188.26			
143091	Desiogn EngineerTraining Materials	234.06			
143264	Commercial Ceiling fan	1,709.40			
143293	TRAFFIC SIGNAL TECHNICIAN LEVEL 1 COURSE AND CE	549.00			
143509	CHOKE CABLE FOR POLICE 4X4 ATV UNIT# 120505	44.94			
143523	Facebook - Old Florida Outdoor Fesitval	25.00			
143559	Apopka Visioning - Color Copies	227.17			
143577	Grant Writing	455.00			
143755	Catfish Place - Wastewater Meeting with Engineer.	37.28			
143794	Video Assets for Visioning Apopka Marekting	20.50			
143854	SAMS CLUB MEMBERSHIP	45.00			
169531	10/30/15	3,430.77	S575	SUNTRUST BANK	
Reference	Description	Amount			
144095	Sayfie Florida Review Leaders Summit 2015	299.00			
144384	FCCMA Membership and Registration	450.00			
144572	GoDaddy Domain Renewal	15.17			
144681	E-Pass Tolls	205.00			
144684	September 2015 credit card purchase for Glenn Irby	182.37			
144685	Facebook Ads Old Florida Outdoor Festival & Apopka	3.30			
144702	GAAP Update Event Live Web Event Pam Barclay	135.00			
137472	AD Domain Troubleshooting	499.00			
143701	SSL Certificate for Secure2	122.00			
143708	ONLINE PURCHASE	51.51			
143765	(224) 101-500 CLR LDGR \$187.69 (20) 1-50 CLR STD \$	33.98			
143776	Apopka Visioning facility rental - Wolf Lake Middl	105.00			
143797	Apopka Visioning Gift Card - United Theaters	466.99			
143806	Camera	466.46			
143854	SAMS CLUB MEMBERSHIP	77.00			
143859	ALS Association - Memorial Donation for Kathryn Ke	100.00			
143875	BUDGET BOOK LAMINATOR	169.99			
143966	BrickFTP Subscription	49.00			
169451	10/29/15	1,661.00	S586	STINSON CARPETS	
Reference	Description	Amount			
141655	New Carpet Part of 911 Center upgrade	1,661.00			
169320	10/22/15	428.19	S600	SUNSHINE STATE ONE CALL OF FL.INC.	
Reference	Description	Amount			
144507	Locates Tickets Transmitted from 9/1/15 - 9/30/15	428.19			
169195	10/09/15	201.10	S629	SEALING RESOURCES OF JACKSONVILLE	

CITY OF AOPKA
Check Register

Check Dates 10/01/15 thru 10/31/15, All Cash Accounts, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	142105	3111 - Plymouth Regional HSP #1 Mech. Seals			201.10
169526	10/30/15	438.78	S665	SIRCHIE FINGER PRINT LABORATORIES, IN	
	Reference	Description			Amount
	144182	sharps containers			438.78
169200	10/09/15	2,773.67	S728	STERICYCLE INC.	
	Reference	Description			Amount
	143872	September biohazard waste disposal			2,773.67
169527	10/30/15	58.55	S743	STAPLES ADVANTAGE	
	Reference	Description			Amount
	143967	3161 Office Supplies			58.55
169198	10/09/15	178.15	S743	STAPLES ADVANTAGE	
	Reference	Description			Amount
	136698	3161 Office Supplies			178.15
169028	10/01/15	117.90	S743	STAPLES ADVANTAGE	
	Reference	Description			Amount
	140634	Office Supplies - Various Divisions			117.90
169030	10/01/15	2,879.55	S835	STRYKER SALES CORPORATION	
	Reference	Description			Amount
	142985	Stair Chair for new ambulance			2,879.55
169450	10/29/15	295.13	S86	SPRINT	
	Reference	Description			Amount
	144646	Cell phone - Tracking Devices - Bait Car Services			295.13
169532	10/30/15	47,364.74	S967	SYMETRA LIFE INSURANCE	
	Reference	Description			Amount
	144570	Oct '15 Health Insurance			23,657.82
	144593	November '15 Health Insurance			23,706.92
169425	10/29/15	2,307.65	S968	DEPT OF MGMT SERVICES - STATE OF FLO	
	Reference	Description			Amount
	141980	Metro-E State Internet Service			2,307.65
168964	10/01/15	4,615.30	S968	DEPT OF MGMT SERVICES - STATE OF FLO	
	Reference	Description			Amount
	141980	Metro-E State Internet Service			4,615.30
169399	10/22/15	3,344.00	S983	SUNBELT METALS & MANUFACTURING INC	
	Reference	Description			Amount
	143873	hopper replating for truck 1069			3,344.00
169404	10/22/15	327.50	T150	TRITECH FORENSICS	
	Reference	Description			Amount
	144181	Specimen Kits			327.50
169034	10/01/15	705.96	T157	TASER INTERNATIONAL, INC.	
	Reference	Description			Amount
	143617	Replacement Taser Batteries / Cartridges			705.96
169201	10/09/15	600.00	T162	T3 CUSTOM FABRICATION, INC.	

CITY OF AOPKA
Check Register

Check Dates 10/01/15 thru 10/31/15, All Cash Accounts, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	141470	3121 - Plant #1 Drive Axle			600.00
169202	10/09/15	37.50	T270	TAYLORS PHARMACY	
	Reference	Description			Amount
	141521	April EMS medications			37.50
169283	10/15/15	701.40	T270	TAYLORS PHARMACY	
	Reference	Description			Amount
	144257	September EMS medications			701.40
169534	10/30/15	1,452.47	T348	TPH ACQUISITION LLLP	
	Reference	Description			Amount
	144042	MISC VEHICLE PARTS			1,452.47
169402	10/22/15	2,426.19	T348	TPH ACQUISITION LLLP	
	Reference	Description			Amount
	144040	STOCK VEHICLE PARTS			935.55
	144039	MISC VEHICLE PARTS			1,490.64
169037	10/01/15	1,876.44	T348	TPH ACQUISITION LLLP	
	Reference	Description			Amount
	143184	STOCK MOTORCRAFT PARTS			646.67
	142925	MISC VEHICLE PARTS			1,229.77
169286	10/15/15	10,054.96	T446	TRUSTMARK VOLUNTARY BENEFIT SOLUTI	
	Reference	Description			Amount
	144268	Trustmark Insurance Aug 2015			10,054.96
169287	10/15/15	9,827.61	T446	TRUSTMARK VOLUNTARY BENEFIT SOLUTI	
	Reference	Description			Amount
	144269	Trustmark Insurance Sep 2015			9,827.61
169040	10/01/15	2,769.63	T562	TW TELECOM	
	Reference	Description			Amount
	143843	Acct 1383 Internet and Telephone - September 2015			2,769.63
169405	10/22/15	1,919.23	T562	TW TELECOM	
	Reference	Description			Amount
	144424	Acct 1393 Internet and Telephone			1,919.23
169403	10/22/15	6,076.00	T6	TRAIL SAW & MOWER SERVICE, INC.	
	Reference	Description			Amount
	144188	(4) COMMERCIAL 30" WALK BEHIND XMAK MOWERS. FO			6,076.00
169535	10/30/15	199.13	T6	TRAIL SAW & MOWER SERVICE, INC.	
	Reference	Description			Amount
	144349	KUBK3181-44720; Pin, Harden Clevis			199.13
169038	10/01/15	236.23	T6	TRAIL SAW & MOWER SERVICE, INC.	
	Reference	Description			Amount
	143075	MISC MOWER PARTS			236.23
169321	10/22/15	203.63	T6	TRAIL SAW & MOWER SERVICE, INC.	
	Reference	Description			Amount
	143720	KUBK5668-97600; Kit A, Spindle Assy			203.63

CITY OF AOPKA
Check Register

Check Dates 10/01/15 thru 10/31/15, All Cash Accounts, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
169285	10/15/15	433.50	T6	TRAIL SAW & MOWER SERVICE, INC.	
	Reference	Description		Amount	
	143946	Scag Blades #3434/ Scag Blades #6026		433.50	
169533	10/30/15	13,569.55	T767	TAMPA CRANE & BODY, INC.	
	Reference	Description		Amount	
	143990	REPAIRS TO BOOM UNIT# 191067		2,446.56	
	144319	PACKER PADDLE, ACTUATOR, TRI CUFF GRABBERS		11,122.99	
169033	10/01/15	350.34	T767	TAMPA CRANE & BODY, INC.	
	Reference	Description		Amount	
	138138	MISC HEIL PARTS		350.34	
169039	10/01/15	9,035.00	T784	TRUGREEN	
	Reference	Description		Amount	
	138330	Blanket PO Trugreen Application NORTHWEST FIELDS		9,035.00	
169204	10/09/15	200.00	T804	TRANSUNION RISK AND ALTERNATIVE DAT.	
	Reference	Description		Amount	
	136764	CID Investigative Data		200.00	
169284	10/15/15	200.00	T836	TORRES, CARMEN	
	Reference	Description		Amount	
	144302	Facility Use Deposit Refund		200.00	
169203	10/09/15	80.00	T837	THOMPSON, ADELINA	
	Reference	Description		Amount	
	143931	Refund: Parent is coaching U5 Soccer Team		80.00	
169206	10/09/15	1,100.00	U138	USGLOBSAT. INC.	
	Reference	Description		Amount	
	143521	GPS Receivers & USB Cables		1,100.00	
169453	10/29/15	75.45	U15	UNITED PARCEL SERVICE	
	Reference	Description		Amount	
	144652	PS Freight Charges		75.45	
169537	10/30/15	18.23	U15	UNITED PARCEL SERVICE	
	Reference	Description		Amount	
	144342	PS Freight Charges		18.23	
169041	10/01/15	40.76	U15	UNITED PARCEL SERVICE	
	Reference	Description		Amount	
	143570	FREIGHT TO VARIOUS VENDORS		40.76	
169407	10/22/15	565.00	U205	UNIVERSITY OF CENTRAL FLORIDA	
	Reference	Description		Amount	
	144282	Adminstrative Aspects of Code Enforcement		565.00	
169538	10/30/15	1,257.97	U509	USA BLUE BOOK	
	Reference	Description		Amount	
	144177	Item #62219; Partlow 00215208 Chart Paper 100 Ring		1,257.97	
169289	10/15/15	2,000.00	U550	U.S. POSTAL SERVICE/ACCT.36070175	
	Reference	Description		Amount	
	144307	Postage Oct 2015 Acct 36070175		2,000.00	

CITY OF AOPKA
Check Register

Check Dates 10/01/15 thru 10/31/15, All Cash Accounts, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
169205	10/09/15	510.00	U669	UNITED SITE SERVICES	
	Reference	Description		Amount	
	143922	Portable Restrooms for Food Truck Events (May-Aug)		510.00	
169406	10/22/15	3,489.00	U691	UNITED STATES CONFERENCE OF MAYORS	
	Reference	Description		Amount	
	144091	USCM Membership FY 2015-16		3,489.00	
169042	10/01/15	27.20	U7	UNITED WAY-HEART OF FLORIDA	
	Reference	Description		Amount	
	143891	United Way Contribution Aug 2015		27.20	
169288	10/15/15	2,219.70	U75	U S SURPLUS SALES, INC.	
	Reference	Description		Amount	
	142231	Replacement Ballistic Vests		2,170.80	
	143268	Duty Gear		48.90	
169322	10/22/15	1,069.20	U75	U S SURPLUS SALES, INC.	
	Reference	Description		Amount	
	142231	Replacement Ballistic Vests		1,069.20	
169536	10/30/15	40.95	U75	U S SURPLUS SALES, INC.	
	Reference	Description		Amount	
	144156	Holster		40.95	
169454	10/29/15	2,400.00	V111	VIABLE SOLUTIONS INC.	
	Reference	Description		Amount	
	143862	Monthly Vibe/Data Co-Location Services		2,400.00	
169408	10/22/15	200.00	V116	VETERANS OF FOREIGN WARS OF THE U.S	
	Reference	Description		Amount	
	144069	Ad supporting the VFW Post 10147 museum book		200.00	
169324	10/22/15	7,124.40	V516	VERIZON WIRELESS	
	Reference	Description		Amount	
	136860	Verizon Admin Data Service		186.51	
	136807	Police Laptop Cell Service		4,318.89	
	136809	FD Laptop Cellular Service		75.22	
	136816	Verizon iPad Data Usage		2,543.78	
169539	10/30/15	2,373.00	V528	VISION SERVICE PLAN - (IC)	
	Reference	Description		Amount	
	144571	Vision Insurance October 2015		2,373.00	
169290	10/15/15	2,404.84	V528	VISION SERVICE PLAN - (IC)	
	Reference	Description		Amount	
	144266	Vision Insurance September 2015		2,404.84	
169207	10/09/15	207.33	V578	VELAZQUEZ, DIANE	
	Reference	Description		Amount	
	143917	Florida League of Cities Conference (August 13-15,		207.33	
169209	10/09/15	218,542.75	V581	VOGEL BROS. BUILDING CO	
	Reference	Description		Amount	
	140137	NORTH SHORE AUGMENTATION PHASE 2		218,542.75	

CITY OF AOPKA
Check Register

Check Dates 10/01/15 thru 10/31/15, All Cash Accounts, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
169208	10/09/15	450.00	V584	VISION CONVEYOR INC	
	Reference	Description		Amount	
	143148	3121 - Conveyor Guides		450.00	
169043	10/01/15	844.87	V92	VERMEER SOUTHEAST SALES & SERV.INC.	
	Reference	Description		Amount	
	141939	BRACKET ROTO FINISH FOR WATER PUMP #360757		844.87	
169411	10/22/15	92,700.00	W156	WHEELED COACH INDUSTRIES, INC.	
	Reference	Description		Amount	
	138843	Construction of new ambulance approved by council		92,700.00	
169210	10/09/15	843.07	W172	WATER TREATMENT AND CONTROLS	
	Reference	Description		Amount	
	140779	3111 - Chlorine Analyzer pH Probes (3)		843.07	
169412	10/22/15	237.50	W45	WILLIAMS, ALONZO	
	Reference	Description		Amount	
	144473	Council Retirement November 2015		237.50	
169044	10/01/15	7,831.34	W535	WASTE MANAGEMENT OF VISTA LANDFILL	
	Reference	Description		Amount	
	143812	Tipping fees for Sept. 1-15, 2015.		7,831.34	
169326	10/22/15	6,376.48	W535	WASTE MANAGEMENT OF VISTA LANDFILL	
	Reference	Description		Amount	
	144502	Tipping fees for Sept. 16-30, 2015		6,376.48	
169410	10/22/15	811.96	W540	WESCO TURF , INC.	
	Reference	Description		Amount	
	143949	Toro Blades 108-1120/ #119-6957		811.96	
169211	10/09/15	8,966.69	W540	WESCO TURF , INC.	
	Reference	Description		Amount	
	143318	Workman & Cart Lift STATE CONTRACT 760-000-10-1 La		8,966.69	
169325	10/22/15	99.79	W590	WALMART COMMUNITY/RFCSLLC	
	Reference	Description		Amount	
	142602	2130- Supplies needed for ambulances		99.79	
169045	10/01/15	1,944.73	W613	WELDON PARTS-ORLANDO	
	Reference	Description		Amount	
	142730	STOCK FILTERS, WIPER BLADES & BRAKES FOR PM'S		1,944.73	
169409	10/22/15	1,393.73	W613	WELDON PARTS-ORLANDO	
	Reference	Description		Amount	
	144053	STOCK FILTERS , WIPER BLADES, BULBS, ETC		1,393.73	
169541	10/30/15	132.15	W613	WELDON PARTS-ORLANDO	
	Reference	Description		Amount	
	144326	AIR RIDE COMPRESSOR SWITCH FOR COMMAND CENT		132.15	
169540	10/30/15	179.00	W671	WATER ENVIRONMENT FEDERATION	
	Reference	Description		Amount	
	144541	Water Environment Federation membership renewal fo		179.00	
169327	10/22/15	388.00	W715	WIDGETS, INC	

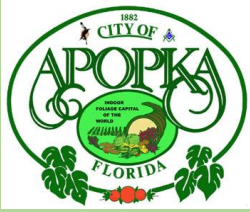
CITY OF AOPKA
Check Register

Check Dates 10/01/15 thru 10/31/15, All Cash Accounts, Including Reconciled Checks

Number	Date	Amount	Vendor	Payee	Voiced
	Reference	Description			Amount
	143638	Dell P2591 675W Redundant Power Supply Unit for Po			388.00
169542	10/30/15	20,000.00	W756	WILLIAM MEDLEY CONSTRUCTION, INC	
	Reference	Description			Amount
	143325	Shade Canopies (16) at NW Park			20,000.00
169543	10/30/15	5,200.00	X10	X-IO	
	Reference	Description			Amount
	143700	VDI Storage DataMigration Plan			5,200.00
169291	10/15/15	24,832.00	X10	X-IO	
	Reference	Description			Amount
	143493	X-IO ISE 240 Datapac			24,832.00
169046	10/01/15	131,849.00	X18	XYLEM WATER SOLUTIONS USA, INC.	
	Reference	Description			Amount
	138557	SUBMERSIBLE PUMPS, HATCHES, AND INTAKE SCREEN			131,849.00
169212	10/09/15	2,379.69	Y43	YOURIDGUARD, INC.	
	Reference	Description			Amount
	143911	LifeLock August 2015			1,217.84
	143912	LifeLock September 2015			1,161.85
169455	10/29/15	282.59	Z54	ZHANG, SHENG	
	Reference	Description			Amount
	144640	Health insurance deductible assistance - PY15			282.59
169292	10/15/15	254.56	Z55	ZONES, INC	
	Reference	Description			Amount
	141794	HP LaserJet Pro 400 M401dne			42.56
	143547	HP Laserjet Pro 400 M401dne			212.00
Total Printed			474	Checks	3,454,296.75

Backup material for agenda item:

2. Approval of CH2M Hill Engineers Inc., proposal for architectural and engineering services. Jeff Plaughter



CITY OF APOPKA CITY COUNCIL

☒ CONSENT AGENDA
☐ PUBLIC HEARING
☐ SPECIAL REPORTS
☐ OTHER:

MEETING OF: November 18, 2015
FROM: Administration
EXHIBITS: Exhibit "A"
Exhibit "B"

**SUBJECT: ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF A
NEW COMMUNITY CENTER BUILDING AT THE ALONZO WILLIAMS PARK**

**Request: COUNCIL ACCEPT THE CH2M HILL ENGINEERS INC., PROPOSAL FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

SUMMARY:

Staff requests that Council accept the proposal presented by CH2M Hill Engineers Inc., for the architectural, civil, structural, mechanical, electrical and plumbing design of the Community Center Building at Alonzo Williams Park. A requirement of the Community Development Block Grant (CDBG) which is being pursued by the city is that the grant application be accompanied by the plans, specifications and permits necessary for the proposed construction project (shovel ready).

While the city has several engineering firms under continuing contract, CH2M Hill Engineers Inc. was the only firm with an architect on staff. Having a professional services agreement, (Exhibit "A") allows the city to forgo F.S. 287.055, known as the "Consultants' Competitive Negotiation Act", and enter directly into discussions with a firm. After discussions their initial proposed lump sum amount had been for \$139,500, and successfully negotiating by staff to the final proposal price of \$98,700 (Exhibit "B").

The anticipated March 2016, closure date for the current grant cycle had been a key point in negotiations and is reflected in the proposals Project Schedule.

FUNDING SOURCE:

If approved by the City Council the general fund reserves will fund this project and will be included in the first quarter budget amendment.

RECOMMENDATION ACTION:

Council approve the proposal from CH2M Hill Engineers Inc., for architectural and design services in the amount of \$98,700.

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



January 5, 2015

John Jreij
City of Apopka Public Services
748 E. Cleveland Street
Apopka, FL 32703

Subject: Professional Engineering Services Agreement – CH2M HILL

Dear Mr. Jreij,

As requested please find enclosed 2 executed copies of the Professional Engineering Services Agreement with changes that we discussed at our meeting on December 15th.

We look forward to working with you and the City of Apopka.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ed Davis".

Ed Davis, P.E.
Vice President

Cc: Elizabeth Hyatt

CITY OF APOPKA AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

The City of Apopka and CH2M Hill Engineers, Inc. having an office at 225 E Robinson St, Suite 505, Orlando, Florida 32801 a Corporation in the State of Delaware, hereinafter referred to as the "Consultant" hereby agree to provide the City with continuing Professional Engineering Services on an "as Needed Basis" that shall include, but not limited to water and wastewater plant design and construction management, preparation of utility master plan, utility rate and impact fees study, and miscellaneous structure and architectural design services and to as follows:

I. TERM/TERMINATION:

- A. It is expressly understood that this agreement has time limit of one year beginning on November 5, 2014 and ending on November 4, 2015. This agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months. This agreement may be terminated by either party upon receipt of 30 days prior written notice to terminate.
- B. The parties acknowledge that should services be required an addendum shall be executed by and between the City and Consultant. At the City's request, the Engineering firm will generate a detailed 'Scope of Work' document; prepare a schedule; a price proposal as deemed appropriate by the Engineering firm to accomplish the task; and send the thus developed Scope of Work to the City. The City will review the proposal, and if the proposal is mutually acceptable, the parties will enter into a written addendum incorporating the Scope of Work and the General Terms and Conditions set forth below as if it were set forth verbatim therein.
- C. These General Terms and Conditions become binding only when they are incorporated by reference within an Addendum.

II. PERFORMANCE

- A. The Consultant agrees, as an independent Consultant, to furnish such labor and/or equipment and/or materials to perform such engineering services as may be specified in any addendum executed by the parties.
- B. All such work shall be performed in a neat and workmanlike manner acceptable to the City, shall be in accordance with the detailed plans, drawings and specifications prepared or approved by the City and shall conform to all applicable governmental requirements and regulations.

III. PAYMENT

- A. The City agrees payment of any sums due the Consultant for services rendered or costs incurred under the provisions of this agreement will be made monthly in accordance with the addendum.

- B. The Consultant shall submit to the City every month, a written itemized bill for services rendered during the preceding month. To:

City of Apopka
Public Service
John Jreij
748 E Cleveland Street
Apopka Florida 32703
Phone 407-703-1731

IV. INSURANCE

- A. The Consultant shall secure and maintain in effect at all times while an addendum is in effect, at its expense, insurance of the following kinds and limits to cover all locations of the Consultant's operations in any way related to or covered by an Addendum.

- | | |
|--|------------------|
| 1. Workmen's Compensation - | Statutory |
| a. Employer's Liability - | \$1,000,000 |
| 2. Comprehensive General Liability | Statutory |
| a. Bodily Injury | |
| Each Occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |
| b. Property Damage | |
| Each Occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |
| 3. Automobile Liability | |
| a. Bodily Injury | |
| Each Person | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| b. Property Damage | |
| Each Occurrence | \$ 500,000 |
| 4. Professional Liability Insurance | \$1,000,000 |

- B. Proof of Insurance in the form of a Certificate of Insurance noting the City of Apopka, as a Certificate holder shall be submitted to the City prior to any services being performed.

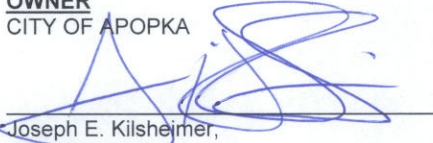
V. INDEMNIFICATION

- A. The Consultant shall promptly notify the City of all damage to property of the City or others, and of injuries sustained by any persons including employees of the Consultant, in any manner relating directly or indirectly to the project or the work within the scope of the General Terms and Conditions once the subject of, or activated by, an Addendum.

- B. The Consultant shall defend, indemnify and save the City harmless from and against any and all loss, damage, claims, actions, liability and expense that may arise by any act or omission of, by the Consultant.

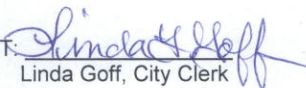
THIS AGREEMENT will be effective on November 5, 2014.

OWNER
CITY OF APOPKA



Joseph E. Kilsheimer,
Mayor

(CORPORATE SEAL)

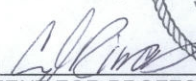
ATTEST: 
Linda Goff, City Clerk

CONSULTANT
CH2M HILL ENGINEERS, INC.



Authorized Representative

(CORPORATE SEAL)

ATTEST: 
AGREEMENT FOR PROFESSIONAL
SERVICES



City of Apopka
Agreement for Professional Engineering Services
December 12, 2014

Classification	Proposed Rates
Engineer 8	\$233.00
Engineer 7	\$220.00
Engineer 6	\$190.00
Engineer 5	\$175.00
Engineer 4	\$150.00
Engineer 3	\$130.00
Engineer 2	\$115.00
Engineer 1	\$105.00
Engineer 0	\$90.00
Technician 5	\$140.00
Technician 4	\$120.00
Technician 3	\$100.00
Technician 2	\$90.00
Technician 1	\$80.00
Technical Aid	\$70.00
Office	\$70.00

SCOPE OF SERVICES

City of Apopka Alonzo Williams Park Community Center Design

CH2M HILL will provide architectural and engineering services for the design of a new Community Center Building at the Alonzo Williams Park for the City of Apopka. The scope of services for the project will include the following:

1. Architectural, civil, structural, mechanical, electrical and plumbing design for the new single story Community Center Building; (approximately 3,500 SF) consisting of the following spaces based on the preliminary information provided by the City:
 - a. 1 secure staff office
 - b. Internal Restrooms (accessed from inside building)
 - c. External Restrooms (accessed from outside building)
 - d. Media Room
 - e. Main Activity Room
 - f. Study/Meeting Room
 - g. Storage Room
 - h. Janitors Closet
 - i. IT telephone – electrical room
 - j. Mechanical room/fire sprinkler room
 - k. Small Kitchen Area.
2. Design will incorporate a single story building with brick and stucco cladding. The roof system will consist of a standing seam sloped metal roof. Interior walls will be constructed of metal studs with painted gypsum board finish. Toilet room walls will have ceramic tile. Flooring will include, epoxy terrazzo and ceramic tile. Rubber wall base will be used in most areas excluding the restrooms. Suspended acoustical tile ceilings will be installed in all spaces excluding the restrooms where gypsum board ceilings will be installed.
3. Site work design will be provided for the Community Center Building, including parking, driveway/covered guest drop off area, stormwater improvements, and utilities (water, sewer, and electrical services) associated with the new building. The design of other park amenity improvements is not included in this scope of work, but may be provided under a separate authorization

Design Services

The project design work will be carried out using a phased design delivery approach to assure a logical and progressive completion of the design work. The phases, as described below, will be carried out sequentially. Each phase of design will include a specific list of work products and deliverables, which are identified in the individual sections. Design review workshops will be conducted with the City's personnel, key individuals from the CH2M HILL project team and others as needed; the design review workshops will be conducted at critical design milestones as identified in the following section.

Schematic Design Phase (30% Design)

The purpose of this task is to utilize the programing information provided during the initial site visit with the City to develop alternative conceptual floor plans and exterior renderings of the building for review and approval by the City.

CH2M HILL will present design concepts and site layout options at one City Council meeting and one Recreation Advisory Board meeting. Final meeting summaries, documenting the key decisions and the work products produced will be submitted to the City for review and comment.

Contract Document Preparation (90%)

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. The conceptual decisions of the project that were established during the schematic design phase will be used to complete 2-D plans and sections or extractions from 3-D models of the new community center building. Engineering calculations (civil, structural, electrical, HVAC, plumbing/utilities, fire protection, etc.) will be completed for the final layout and detailed drawings will be developed for each discipline (see Appendix A - Preliminary Drawing List). Schedules for materials, building envelope, doors/hardware, and finishes will be developed, as well as the technical specifications.

Key activities during this phase will include:

- Prepare final calculations.
- Prepare final construction drawings.
- Prepare final technical specifications.
- Coordinate with City on advertising and bidding process.
- Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. City input is required at this point to determine construction contract terms and conditions and insurance requirements.
- Complete final checking and coordination review.

Final Review Workshop

CH2M HILL will conduct a workshop to conduct a final review of the work products with the City's personnel and other key project staff. The City will prepare one set of collated comments and submit them to CH2M HILL. Final workshop minutes, documenting the key decisions and responses to the City's comments will be submitted to the City.

Incorporation of Final Review Comments

CH2M HILL will modify the contract documents to reflect all agreed upon final review comments from the City and CH2M HILL's quality control review team. The final bid documents will then be submitted to the City.

Assumptions

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

1. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
2. No hazardous materials or substances are present at the site.
3. Design documents will be prepared for a single construction contract.
4. Design review workshops will be held in the City of Apopka's office or CH2M HILL's Orlando office.
5. The contract document preparation phase will not begin until a single design concept is agreed to and endorsed by the City of Apopka during the schematic design phase.
6. CH2M HILL master procurement and technical specifications (Division 00 – 49) will be used as the basis for all specifications.

7. The drawings will follow CH2M HILL CAE/CAD standards. Microstation will be used to develop the drawings.
8. The design will follow the City of Apopka's Community Redevelopment Agency Area Design Guidelines to the greatest extent possible.
9. The City of Apopka will subcontract with a licensed professional surveyor for topographic survey of the City of Apopka's property at the Alonzo Williams Park.
10. The City of Apopka will subcontract with a licensed professional geotechnical testing firm to perform borings at the site to develop foundation design criteria.
11. IT network system and hardware to be designed by others.
12. The City of Apopka will relocate the existing lightning detector system.
13. Furniture and audio visual features are not in this scope of services.
14. The design of landscaping improvements, recreational features and other park amenities and improvements will be provided, if requested, under a separate scope of services.
15. Permitting, bidding and construction phase services will be provided, if requested, under a separate scope of services.

Deliverables

- Meeting Summaries from two City Council meetings and two Recreation Advisory Board meetings.
- Up to 3 rendering presentation boards per round of meetings.
- Schematic Design Documents (30% Design) - Three sets of the Floor Plan drawing and exterior renderings.
- Contract Documents (90% Design) – Three sets of the construction drawings (11"x17"), specifications, design details and meeting minutes.
- Bid Documents – Three sets of the construction drawings (11"x17"), specifications, and design details.
- Electronic copies (Adobe PDF) will be provided for each submittal.

Limitation of Liability

To the maximum extent permitted by law, CH2M HILL's liability for the City of Apopka's damages will not, in the aggregate, exceed \$100,000. This article takes precedence over any conflicting article of this Agreement or any document incorporated into it or referenced by it. This limitation of liability will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

Project Schedule

TABLE 1

Estimated Project Schedule

Task/Activity	Estimated Schedule
Project Kick-off Meeting and Site Visit	1 weeks following Notice to Proceed
Schematic Design Submittal (30% Design Submittal) Design	2 weeks following Kick-off Meeting and Site Visit
City Council (CC) and Recreation Advisory Board (RAB) Meetings	2 weeks following Schematic Design Submittal
Construction Document Submittal (90% Design Submittal)	6 weeks following completion of CC and RAB Meetings
Final Bid Documents Submittal	3 weeks following 90% Review Workshop

Note: Workshops are anticipated to be held with the City within 2 weeks after each submittal

Compensation

Services proposed by CH2M HILL in this Scope of Services will be performed in accordance with the *Agreement for Professional Engineering Services*, effective November 5, 2014.

CH2M HILL proposes to perform the work described herein on a lump sum basis in the amount of \$98,700.

Acceptance

This Scope of Services shall become part of the Agreement upon execution by both parties.

Approved for City of Apopka

Accepted by CH2M HILL Engineers, Inc.

By:

Title:

Date:

By: Francois Didier Menard

Title: Vice President

Date: October 30, 2015

Appendix A – Preliminary Drawing List

GENERAL

G-101	INDEX	G-108	STRUCTURAL NOTES
G-102	ABBREVIATIONS	G-109	HVAC LEGEND
G-103	ABBREVIATIONS AND GENERAL LEGEND	G-110	PLUMBING LEGEND
G-104	CIVIL LEGEND AND GENERAL NOTES	G-111	FIRE PROTECTION LEGEND AND NOTES
G-105	ARCHITECTURAL LEGEND WALL TYPES	G-112	ELECTRICAL LEGEND
G-107	STRUCTURAL NOTES		

CIVIL

C-101	SITE DEMOLITION PLAN
C-201	SITE PLAN
C-202	ENLARGED PLAN
C-203	STORMWATER PLAN
C-501	DETAILS

ARCHITECTURAL

A-201	LIFE SAFETY PLAN AND CODE DATA	A-302	EAST AND WEST ELEVATIONS
A-202	FLOOR PLAN	A-303	BUILDING SECTIONS
A-203	ROOF PLAN	A-304	WALL SECTIONS
A-204	REFLECTED CEILING PLAN	A-501	DETAILS
A-205	ENLARGED PLANS	A-502	DETAILS
A-206	INTERIOR ELEVATIONS	A-601	DOOR WINDOW AND LOUVER SCH.
A-301	NORTH AND SOUTH ELEVATIONS	A-601	FINISH SCHEDULES

STRUCTURAL

S-201	FOUNDATION PLAN
S-202	ROOF FRAMING PLAN
S-301	SECTIONS
S-501	DETAILS
S-502	DETAILS

HVAC

H-201	FLOOR PLAN
H-401	ENLARGED PLAN AND SECTIONS

PLUMBING

P-201	FLOOR PLAN
P-301	ENLARGED PLAN

P-501 SANITARY RISER DIAGRAM

P-502 WATER RISER DIAGRAM

FIRE PROTECTION

F-201 FIRE SPRINKLER PLAN

F-601 RISER DIAGRAM AND FUNCTIONAL MATRIX

ELECTRICAL

E-201 POWER PLAN

E-203 ENLARGED PLAN AND SCHEDULES

E-202 LIGHTING PLAN

Backup material for agenda item:

1. Ordinance 2459 – First Reading - Annexation

David Moon



CITY OF APOPKA CITY COUNCIL

	CONSENT AGENDA	MEETING OF:	November 18, 2015
<u>X</u>	PUBLIC HEARING	FROM:	Community Development
	SPECIAL REPORTS	EXHIBITS:	Exhibit "A" Summary of Cycle 3
<u>X</u>	OTHER: Annexation		Ordinance No. 2459
			Vicinity Map

SUBJECT: 2015 ANNEXATION - CYCLE NO. 3

Request: FIRST READING OF ORDINANCE NUMBER: 2459 - JTD LAND AT ROGERS RD., LLC; AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNERS: JTD Land at Rogers Rd., LLC

LOCATION: 2303 Rogers Road

LAND USE: Refer to Exhibit "A"

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 30.52 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through 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 October 16, 2015 and November 4, 2015.

DULY ADVERTISED:

October 23, 2015 - 1/4 Page Public Hearing Advertisement
October 30, 2015 - 1/4 Page Public Hearing Advertisement
November 6, 2015 - 1/4 Page Public Hearing Advertisement
November 13, 2015 - 1/4 Page Public Hearing Advertisement
November 20, 2015 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

November 18, 2015 (7:00 pm) - City Council 1st Reading
December 2, 2015 (1:30 pm) - City Council 2nd Reading and Adoption

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

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2015 Annexation Cycle #3.

Accept the First Reading of Ordinance No. 2459 and Hold Over for Second Reading and Adoption on December 2, 2015.

EXHIBIT "A"
CITY OF APOPKA
2015 ANNEXATION CYCLE # 3

TOTAL ACRES: 42.07 +/-

ANNEXATION ORDINANCE No.s.: 2459-2463

Adopted this 2th day of December, 2015

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2459	1	JTD Land at Rogers Rd., LLC	2303 Rogers Road	29-20-28-0000-00-004 29-20-28-0000-00-026	30.52	Vacant Land	Low Density Residential Max. 4du/ac
2460	2	Huy Tran Hai Anh Nguyen	904 Schopke Lester Road	06-21-28-7172-14-071	4.42	SFR	Low Density Residential Max. 4du/ac
2461	3	Property Industrial Enterprises, LLC	300 West 2 nd Street	09-21-28-0868-01-240	0.42	SFR	Low Density Residential Max. 4du/ac
2462	4	Debra Evans Cargil	202 South Hawthorne Avenue	09-21-28-0868-01-230	0.32	SFR	Low Medium Density Residential Max. 10du/ac
2463	5	Apopka Clear Lake Investments, LLC	Peterson Road	07-21-28-0000-00-064	1.47	Vacant Land	Rural 1du/10 Acres
2465	6	Jerry Kirkland Lannette Kirkland	3707 Rock Springs Road	22-20-28-0000-00-005	4.92	SFR	Rural 1du/5 Acres
				TOTAL ACRES	37.15		

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ORDINANCE NO. 2459

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 JTD LAND AT ROGERS RD., LLC, LOCATED AT 2303 ROGERS ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, JTD Land At Rogers Rd., LLC, owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 2303 Rogers 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 **30.52 +/- 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:

N3/4 OF NW1/4 OF SW1/4 (LESS BEG 12 FT N OF SW COR OF N3/4 OF NW1/4 OF SW1/4 SELY TO HALFWAY POINT BETWEEN E LINE AND W LINE W TO W LINE OF N 3/4 OF NW1/4 OF SW1/4 N 12 FT TO POB & LESS W 30 FT FOR RD) SEC 29-20-28

Containing: 30.43 Acres and;

BEG AT NE COR OF S1/4 OF NW1/4 OF SW1/4 TH W TO HALFWAY POINT BETWEEN E LINE AND W LINE SELY TO E LINE OF S1/4 OF NW1/4 OF SW1/4 TH N 12 FT TO POB IN SEC 29-20-28

Contains: 0.09 +/- Acres

Combined Acreage: 30.52

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. : 2459

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: November 18, 2015

READ SECOND TIME
AND ADOPTED: December 2, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: October 23, 2015; October 30, 2015;
November 6, 2015; November 13, 2015;
November, 20, 2015

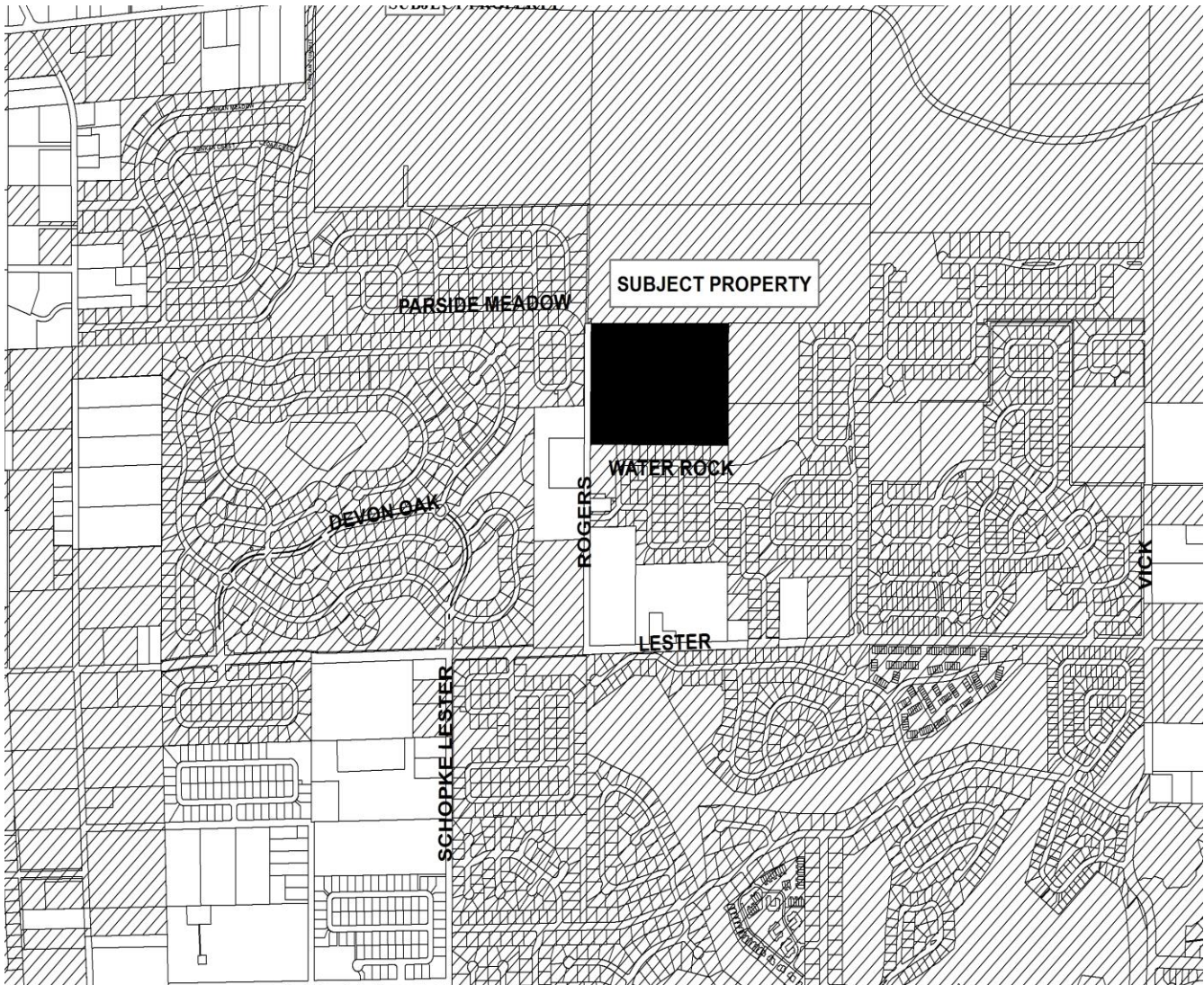
ANNEXATION
JTD LAND AT ROGERS RD., LLC
2303 ROGERS ROAD



Exhibit "A"
Ord. # 2459
Parcel ID: 29-20-28-0000-00-004
29-20-28-0000-00-026

Total Acres: 30.52 +/-

VICINITY MAP



Backup material for agenda item:

2. Ordinance 2460 – First Reading - Annexation

David Moon



CITY OF APOPKA CITY COUNCIL

	CONSENT AGENDA	MEETING OF:	November 18, 2015
<u>X</u>	PUBLIC HEARING	FROM:	Community Development
	SPECIAL REPORTS	EXHIBITS:	Exhibit "A" Summary of Cycle 3
<u>X</u>	OTHER: Annexation		Ordinance No. 2460
			Vicinity Map

SUBJECT: 2015 ANNEXATION - CYCLE NO. 3

Request: FIRST READING OF ORDINANCE NUMBER: 2460 – HUY TRAN AND HAI ANH NGUYEN AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNERS: Huy Tran and Hai Anh Nguyen

LOCATION: 904 Schopke Lester Road

LAND USE: Refer to Exhibit "A"

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 4.42 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through 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 October 16, 2015 and November 4, 2015.

DULY ADVERTISED:

October 23, 2015 - 1/4 Page Public Hearing Advertisement
October 30, 2015 - 1/4 Page Public Hearing Advertisement
November 6, 2015 - 1/4 Page Public Hearing Advertisement
November 13, 2015 - 1/4 Page Public Hearing Advertisement
November 20, 2015 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

November 18, 2015 (7:00 pm) - City Council 1st Reading
December 2, 2015 (1:30 pm) - City Council 2nd Reading and Adoption

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

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2015 Annexation Cycle #3.

Accept the First Reading of Ordinance No. 2460 and Hold Over for Second Reading and Adoption on December 2, 2015.

EXHIBIT "A"
CITY OF APOPKA
2015 ANNEXATION CYCLE # 3

TOTAL ACRES: 42.07 +/-

ANNEXATION ORDINANCE No.s.: 2459-2463

Adopted this 2th day of December, 2015

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2459	1	JTD Land at Rogers Rd., LLC	2303 Rogers Road	29-20-28-0000-00-004 29-20-28-0000-00-026	30.52	Vacant Land	Low Density Residential Max. 4du/ac
(2460)	2	Huy Tran Hai Anh Nguyen	904 Schopke Lester Road	06-21-28-7172-14-071	4.42	SFR	Low Density Residential Max. 4du/ac
2461	3	Property Industrial Enterprises, LLC	300 West 2 nd Street	09-21-28-0868-01-240	0.42	SFR	Low Density Residential Max. 4du/ac
2462	4	Debra Evans Cargil	202 South Hawthorne Avenue	09-21-28-0868-01-230	0.32	SFR	Low Medium Density Residential Max. 10du/ac
2463	5	Apopka Clear Lake Investments, LLC	Peterson Road	07-21-28-0000-00-064	1.47	Vacant Land	Rural 1du/10 Acres
2465	6	Jerry Kirkland Lannette Kirkland	3707 Rock Springs Road	22-20-28-0000-00-005	4.92	SFR	Rural 1du/5 Acres
				TOTAL ACRES	37.15		

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ORDINANCE NO. 2460

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 HUY TRAN AND HAI ANH NGUYEN, LOCATED AT 904 SCHOPKE LESTER ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Huy Tran and Hai Anh Nguyen owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 904 Schopke Lester 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 4.42 +/- 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:

8718/4708 INC LEGAL DESC MAP OF PLYMOUTH B/17 LOT 7 & ALL OF SAID LOT LOCATED IN WATERS OF LAKE STANDISH & THE NLY 20 FT OF ABANDONED PLATTED R/W LYING BETWEEN SAID LOT 7 AND LOT 8 SAID R/W NOT OFFICIALLY VACATED(LESS N 110 FT THEREOF) BLK N Contains: 4.42 +/- Acres

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

ORDINANCE NO.: 2460

PAGE 2

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

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

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: November 18, 2015

READ SECOND TIME
AND ADOPTED: December 2, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: October 23, 2015; October 30, 2015;
November 6, 2015; November 13, 2015;
November, 20, 2015

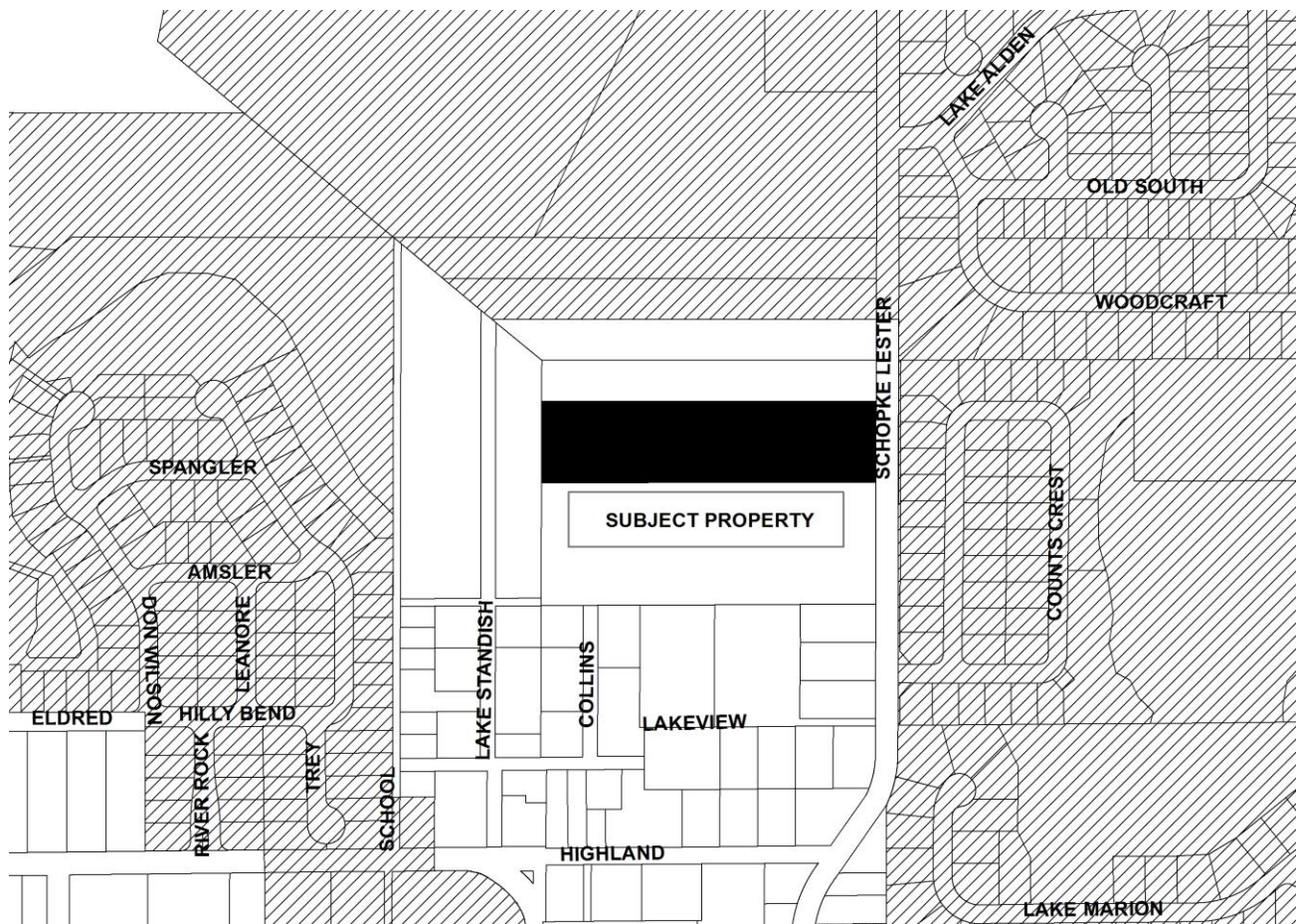
ANNEXATION
HUY TRAN AND HAI ANH NGUYEN
904 SCHOPKE LESTER ROAD



Exhibit "A"
Ord. # 2460
Parcel ID: 06-21-28-7172-14-071

Total Acres: 4.42 +/-

VICINITY MAP



Backup material for agenda item:

3. Ordinance 2461 – First Reading - Annexation

David Moon



CITY OF APOPKA CITY COUNCIL

	CONSENT AGENDA	MEETING OF:	November 18, 2015
<u>X</u>	PUBLIC HEARING	FROM:	Community Development
	SPECIAL REPORTS	EXHIBITS:	Exhibit "A" Summary of Cycle 3
<u>X</u>	OTHER: Annexation		Ordinance No. 2461
			Vicinity Map

SUBJECT: 2015 ANNEXATION - CYCLE NO. 3

Request: FIRST READING OF ORDINANCE NUMBER: 2461 – PROPERTY INDUSTRIAL ENTERPRISES, LLC, AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNERS: Property Industrial Enterprises, LLC

LOCATION: 300 West 2nd Street

LAND USE: Refer to Exhibit "A"

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 0.42 +/- acres

ADDITIONAL COMMENTS

The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through 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 October 16, 2015 and November 4, 2015.

DULY ADVERTISED:

October 23, 2015 - 1/4 Page Public Hearing Advertisement
October 30, 2015 - 1/4 Page Public Hearing Advertisement
November 6, 2015 - 1/4 Page Public Hearing Advertisement
November 13, 2015 - 1/4 Page Public Hearing Advertisement
November 20, 2015 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

November 18, 2015 (7:00 pm) - City Council 1st Reading
December 2, 2015 (1:30 pm) - City Council 2nd Reading and Adoption

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

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2015 Annexation Cycle #3.

Accept the First Reading of Ordinance No. 2461 and Hold Over for Second Reading and Adoption on December 2, 2015.

EXHIBIT "A"
CITY OF APOPKA
2015 ANNEXATION CYCLE # 3

TOTAL ACRES: 42.07 +/-

ANNEXATION ORDINANCE No.s.: 2459-2463

Adopted this 2th day of December, 2015

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2459	1	JTD Land at Rogers Rd., LLC	2303 Rogers Road	29-20-28-0000-00-004 29-20-28-0000-00-026	30.52	Vacant Land	Low Density Residential Max. 4du/ac
2460	2	Huy Tran Hai Anh Nguyen	904 Schopke Lester Road	06-21-28-7172-14-071	4.42	SFR	Low Density Residential Max. 4du/ac
2461	3	Property Industrial Enterprises, LLC	300 West 2 nd Street	09-21-28-0868-01-240	0.42	SFR	Low Density Residential Max. 4du/ac
2462	4	Debra Evans Cargil	202 South Hawthorne Avenue	09-21-28-0868-01-230	0.32	SFR	Low Medium Density Residential Max. 10du/ac
2463	5	Apopka Clear Lake Investments, LLC	Peterson Road	07-21-28-0000-00-064	1.47	Vacant Land	Rural 1du/10 Acres
2465	6	Jerry Kirkland Lannette Kirkland	3707 Rock Springs Road	22-20-28-0000-00-005	4.92	SFR	Rural 1du/5 Acres
				TOTAL ACRES	37.15		

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ORDINANCE NO. 2461

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 PROPERTY INDUSTRIAL ENTERPRISES, LLC, LOCATED AT 300 WEST 2ND STREET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Property Industrial Enterprises, LLC owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 300 West 2nd Street; and

WHEREAS, Florida Statute 171.044 of the General Laws of Florida provide that a municipal corporation may annex property into its corporate limits upon voluntary petition of the owners, by passing and adopting a non-emergency ordinance to annex said property; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Florida Statute 171.044.

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

SECTION I: That the following described properties, being situated in Orange County, Florida, totaling 0.42 +/- 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:

BRADSHAW AND THOMPSONS ADDITION TO APOPKA CITY B/25 LOT
24 BLK A (LESS R/W) Contain: 0.42 +/- Acres

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

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

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: November 18, 2015

READ SECOND TIME
AND ADOPTED: December 2, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: October 23, 2015; October 30, 2015;
November 6, 2015; November 13, 2015;
November, 20, 2015

ANNEXATION
PROPERTY INDUSTRIAL ENTERPRISES, LLC
300 WEST 2ND STREET



Exhibit "A"
Ord. # 2461
Parcel ID: 09-21-28-0868-01-240

Total Acres: 0.42 +/-

VICINITY MAP



Backup material for agenda item:

4. Ordinance 2462 – First Reading - Annexation

David Moon



CITY OF APOPKA CITY COUNCIL

	CONSENT AGENDA	MEETING OF:	November 18, 2015
<u>X</u>	PUBLIC HEARING	FROM:	Community Development
	SPECIAL REPORTS	EXHIBITS:	Exhibit "A" Summary of Cycle 3
<u>X</u>	OTHER: Annexation		Ordinance No. 2462
			Vicinity Map

SUBJECT: 2015 ANNEXATION - CYCLE NO. 3

Request: FIRST READING OF ORDINANCE NUMBER: 2462 – DEBRA EVANS CARGIL AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNERS: Debra Evans Cargil

LOCATION: 202 South Hawthorne Avenue

LAND USE: Refer to Exhibit "A"

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 0.32 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through 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 October 16, 2015 and November 4, 2015.

DULY ADVERTISED:

October 23, 2015 - 1/4 Page Public Hearing Advertisement
October 30, 2015 - 1/4 Page Public Hearing Advertisement
November 6, 2015 - 1/4 Page Public Hearing Advertisement
November 13, 2015 - 1/4 Page Public Hearing Advertisement
November 20, 2015 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

November 18, 2015 (7:00 pm) - City Council 1st Reading
December 2, 2015 (1:30 pm) - City Council 2nd Reading and Adoption

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

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2015 Annexation Cycle #3.

Accept the First Reading of Ordinance No. 2462 and Hold Over for Second Reading and Adoption on December 2, 2015.

EXHIBIT "A"
CITY OF APOPKA
2015 ANNEXATION CYCLE # 3

TOTAL ACRES: 42.07 +/-

ANNEXATION ORDINANCE No.s.: 2459-2463

Adopted this 2th day of December, 2015

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2459	1	JTD Land at Rogers Rd., LLC	2303 Rogers Road	29-20-28-0000-00-004 29-20-28-0000-00-026	30.52	Vacant Land	Low Density Residential Max. 4du/ac
2460	2	Huy Tran Hai Anh Nguyen	904 Schopke Lester Road	06-21-28-7172-14-071	4.42	SFR	Low Density Residential Max. 4du/ac
2461	3	Property Industrial Enterprises, LLC	300 West 2 nd Street	09-21-28-0868-01-240	0.42	SFR	Low Density Residential Max. 4du/ac
2462	4	Debra Evans Cargil	202 South Hawthorne Avenue	09-21-28-0868-01-230	0.32	SFR	Low Medium Density Residential Max. 10du/ac
2463	5	Apopka Clear Lake Investments, LLC	Peterson Road	07-21-28-0000-00-064	1.47	Vacant Land	Rural 1du/10 Acres
2465	6	Jerry Kirkland Lannette Kirkland	3707 Rock Springs Road	22-20-28-0000-00-005	4.92	SFR	Rural 1du/5 Acres
				TOTAL ACRES	37.15		

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ORDINANCE NO. 2462

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 DEBRA EVANS CARGIL, LOCATED AT 202 SOUTH HAWTHORNE AVENUE; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Debra Evans Cargil owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 202 South Hawthorne 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 0.32 +/- 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:

BRADSHAW AND THOMPSONS ADDITION TO APOPKA CITY B/25 LOT
23 (LESS RR R/W) BLK A
Contains: 0.32 +/- Acres

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

ORDINANCE NO.: 2462

PAGE 2

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

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: November 18, 2015

READ SECOND TIME
AND ADOPTED: December 2, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: October 23, 2015; October 30, 2015; November 6, 2015; November 13, 2015; November, 20, 2015

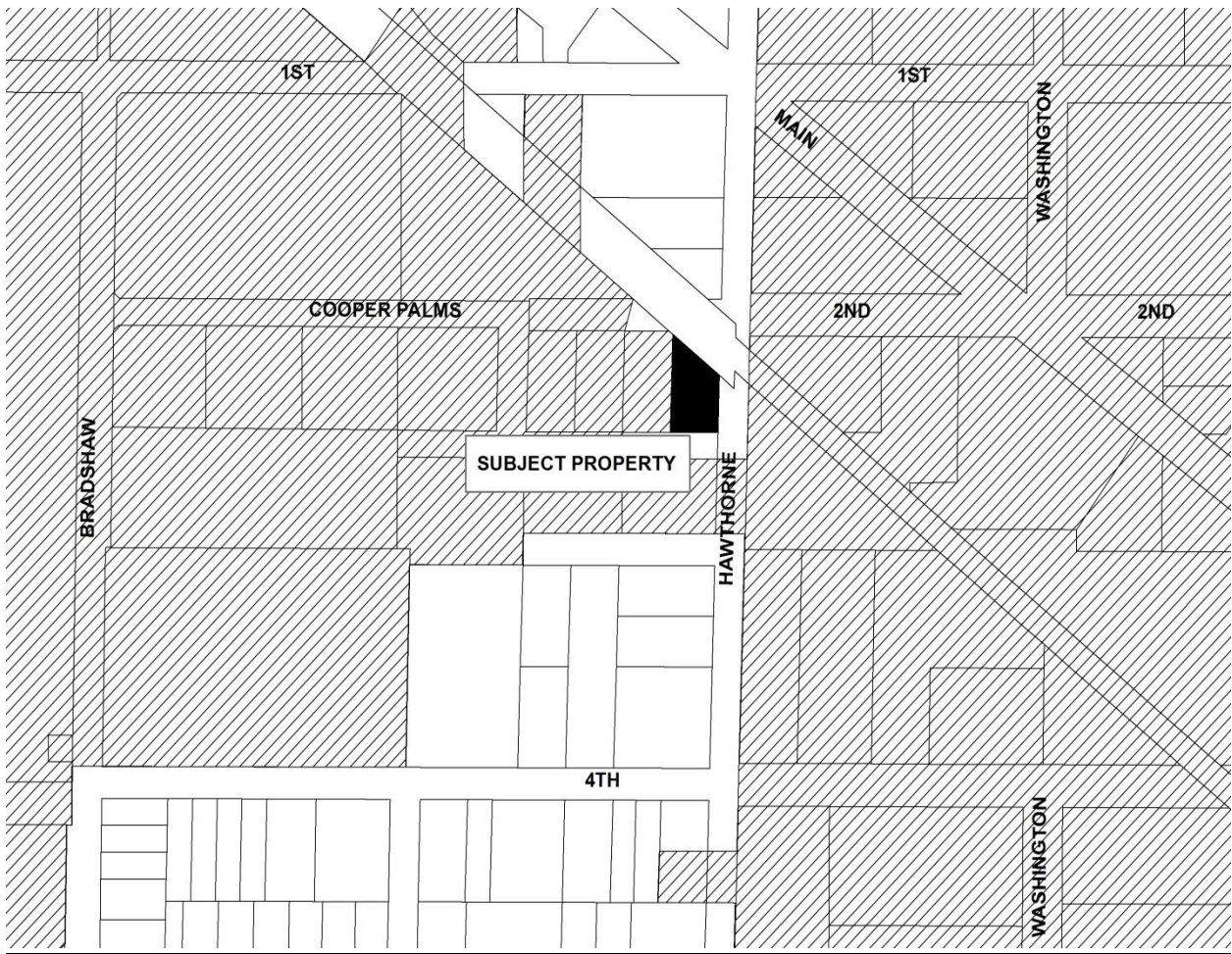
ANNEXATION
DEBRA EVANS CARGIL
202 SOUTH HAWTHORNE AVENUE



Exhibit "A"
Ord. # 2462
Parcel ID: 09-21-28-0868-01-230

Total Acres: 0.32 +/-

VICINITY MAP



Backup material for agenda item:

5. Ordinance 2463 – First Reading - Annexation

David Moon



CITY OF APOPKA CITY COUNCIL

	CONSENT AGENDA	MEETING OF:	November 18, 2015
<u>X</u>	PUBLIC HEARING	FROM:	Community Development
	SPECIAL REPORTS	EXHIBITS:	Exhibit "A" Summary of Cycle 3
<u>X</u>	OTHER: Annexation		Ordinance No. 2463
			Vicinity Map

SUBJECT: 2015 ANNEXATION - CYCLE NO. 3

Request: FIRST READING OF ORDINANCE NUMBER: 2463 – APOPKA CLEAR LAKE INVESTMENTS, LLC, AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNERS: Apopka Clear Lake Investments, LLC

LOCATION: South of Peterson Road and West of Binion Road
(PID: 07-21-28-0000-00-064)

LAND USE: Refer to Exhibit "A"

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 1.47 +/- acres

ADDITIONAL COMMENTS

The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through 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 October 16, 2015 and November 4, 2015.

DULY ADVERTISED:

October 23, 2015 - 1/4 Page Public Hearing Advertisement
October 30, 2015 - 1/4 Page Public Hearing Advertisement
November 6, 2015 - 1/4 Page Public Hearing Advertisement
November 13, 2015 - 1/4 Page Public Hearing Advertisement
November 20, 2015 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

November 18, 2015 (7:00 pm) - City Council 1st Reading
December 2, 2015 (1:30 pm) - City Council 2nd Reading and Adoption

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

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2015 Annexation Cycle #3.

Accept the First Reading of Ordinance No. 2463 and Hold Over for Second Reading and Adoption on December 2, 2015.

EXHIBIT "A"
CITY OF APOPKA
2015 ANNEXATION CYCLE # 3

TOTAL ACRES: 42.07 +/-

ANNEXATION ORDINANCE No.s.: 2459-2463

Adopted this 2th day of December, 2015

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2459	1	JTD Land at Rogers Rd., LLC	2303 Rogers Road	29-20-28-0000-00-004 29-20-28-0000-00-026	30.52	Vacant Land	Low Density Residential Max. 4du/ac
2460	2	Huy Tran Hai Anh Nguyen	904 Schopke Lester Road	06-21-28-7172-14-071	4.42	SFR	Low Density Residential Max. 4du/ac
2461	3	Property Industrial Enterprises, LLC	300 West 2 nd Street	09-21-28-0868-01-240	0.42	SFR	Low Density Residential Max. 4du/ac
2462	4	Debra Evans Cargil	202 South Hawthorne Avenue	09-21-28-0868-01-230	0.32	SFR	Low Medium Density Residential Max. 10du/ac
2463	5	Apopka Clear Lake Investments, LLC	Peterson Road	07-21-28-0000-00-064	1.47	Vacant Land	Rural 1du/10 Acres
2465	6	Jerry Kirkland Lannette Kirkland	3707 Rock Springs Road	22-20-28-0000-00-005	4.92	SFR	Rural 1du/5 Acres
				TOTAL ACRES	37.15		

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ORDINANCE NO. 2463

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 CLEAR LAKE INVESTMENTS, LLC, LOCATED SOUTH OF PETERSON ROAD AND WEST OF BINION ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Apopka Clear Lake Investments, LLC, owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the properties located south of Peterson Road and west of Binion 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 1.47 +/- 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:

THE WEST 50 FT OF THE EAST 1/2 OF THE WEST 1/2 OF THE NE
1/4 OF THE NW 1/4 SEC 07-21-28 LESS THE NORTH 30 FT FOR
R/W
Contains: 1.47 +/- Acres

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

ORDINANCE NO.: 2462

PAGE 2

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

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

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: November 18, 2015

READ SECOND TIME
AND ADOPTED: December 2, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: October 23, 2015; October 30, 2015;
November 6, 2015; November 13, 2015;
November, 20, 2015

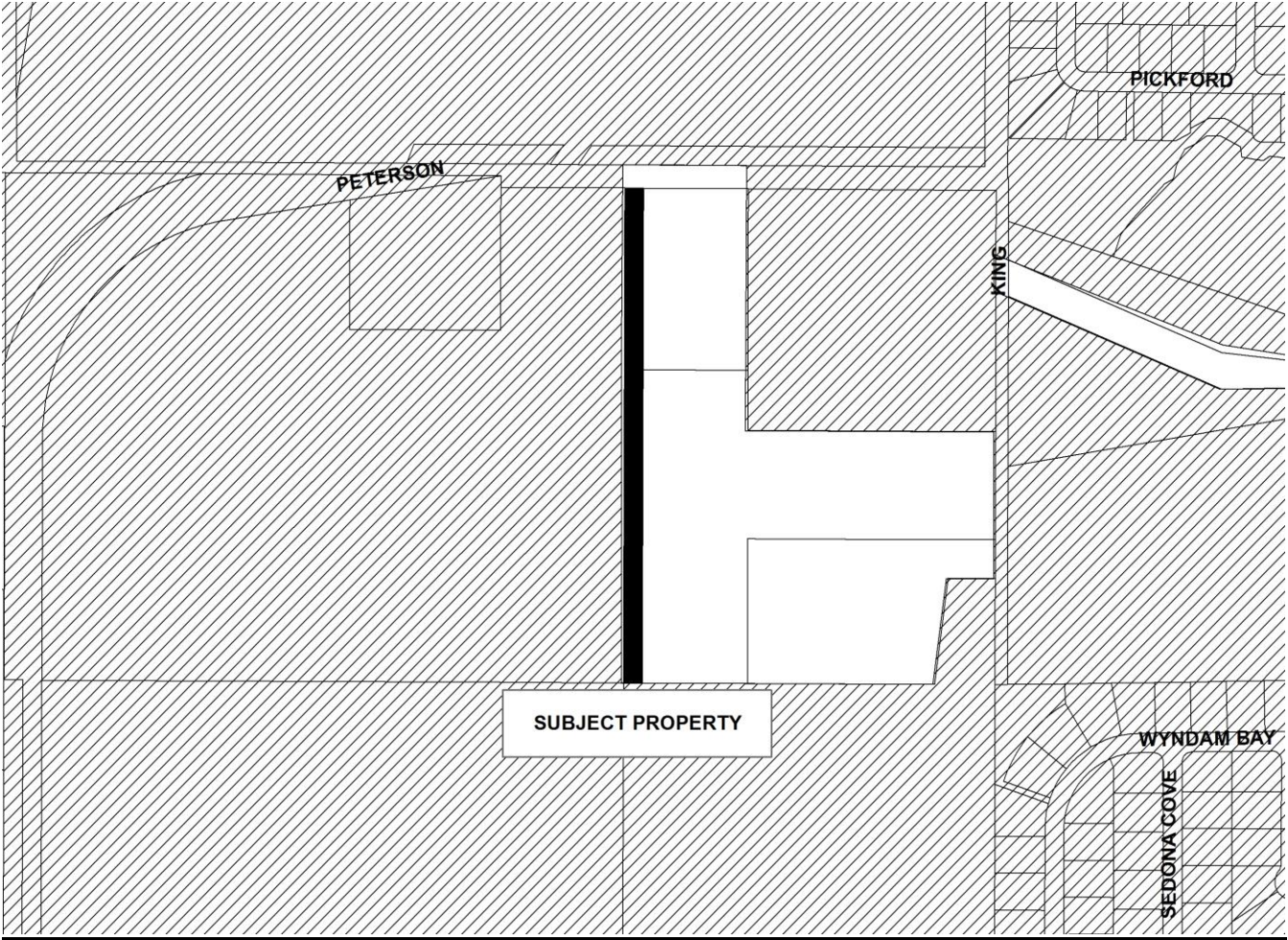
ANNEXATION
APOPKA CLEAR LAKE INVESTMENTS, LLC
PETERSON ROAD



Exhibit "A"
Ord. # 2463
Parcel ID: 07-21-28-0000-00-064

Total Acres: 1.47 +/-

VICINITY MAP



Backup material for agenda item:

6. Ordinance 2464 - First Reading - Amending Chapter 46 of the Code of Ordinances Brian Bowman



CITY OF APOPKA CITY COUNCIL

☐ CONSENT AGENDA
☐ PUBLIC HEARING
☐ SPECIAL REPORTS
☒ OTHER: Ordinance

MEETING OF: November 18, 2015

FROM: Fire Department

EXHIBITS: _____

SUBJECT: ORDINANCE NO. 2464 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA, CHAPTER 46 “FIRE PREVENTION AND PROTECTION”, ARTICLE III, “FIRE CODES AND STANDARDS”, SECTION 46-76 TO ADOPT THE FLORIDA FIRE PREVENTION CODE AND THE LIFE SAFETY CODE; AMENDING SECTION 46-78, THE FLORIDA FIRE PREVENTION CODE, CHAPTER 13, “FIRE PROTECTION SYSTEMS” PARAGRAPH 13.3.1.2, “GENERAL”; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Request: ACCEPT THE FIRST READING OF ORDINANCE NO. 2464 AND HOLD IT OVER FOR A SECOND READING AND ADOPTION.

SUMMARY:

Pursuant to Chapter 166 of the Florida Statutes, the State Fire Marshall has adopted a statewide fire safety code. The law establishing the code allows for local amendments to the unified standards. Ordinance No. 2464 adopts the Florida Fire Prevention Code and the Life Safety Code, and provides for a local amendment which continues the City’s policy of requiring automatic sprinklers be installed in buildings that are 7,500 square feet or more in gross area, or two stories or more in height, and be maintained in full operating condition to comply with the standards listed in the Florida Fire Prevention Code, 5th Edition.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Accept the first reading of Ordinance No. 2464 and hold over for a second reading and adoption.

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

ORDINANCE NO. 2464

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA AMENDING CHAPTER 46, "FIRE PREVENTION AND PROTECTION" OF THE APOPKA MUNICIPAL CODE, BY AMENDING ARTICLE III, "FIRE CODES AND STANDARDS", SECTION 46-76 TO ADOPT THE FLORIDA FIRE PREVENTION CODE (NFPA 1) AND THE LIFE SAFETY CODE (NFPA 101) BY REFERENCE; AMENDING SECTION 46-78, THE FLORIDA FIRE PREVENTION CODE, CHAPTER 13, "FIRE PROTECTION SYSTEMS", PARAGRAPH 13.3.1.2, "GENERAL"; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, Chapter 166, F.S., empowers the City of Apopka to adopt regulations which furthers a municipal purpose; and

Whereas, the City of Apopka has adopted regulations relative to Fire Prevention and Protection, Chapter 46 of the Apopka Municipal Code, in the interest of protecting the general welfare of its citizens; and

Whereas, the State Fire Marshal has, pursuant to Chapter 633.0215 F.S., has adopted the "Florida Fire Prevention Code" which shall be applicable to all local governments throughout the State; and

Whereas, Chapter 633.0215 F.S. allows for local government to adopt local amendments to the "Florida Fire Prevention Code", provided such amendment does not provide a lesser degree of life safety and meets certain criteria of Chapter 633.0215 F.S.; and

Whereas, the City Council of the City of Apopka, Florida, in light of the above recitals, has determined that the continued protection of the health, safety and welfare of its citizens requires that Chapter 46 of the Apopka Code of Ordinances be amended.

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

SECTION I. That Chapter 46. Fire Prevention and Protection, Article III. Fire Codes and Standards, Division 1. Generally, of the Apopka Municipal Code be amended to read as follows:

ARTICLE III. FIRE CODES AND STANDARDS

DIVISION 1. GENERALLY

Sec. 46-76. Standards adopted pursuant to Florida Statutes 633.025 (Minimum Fire Safety Standards).

- (a) The following codes are hereby adopted: The Florida Fire Prevention Code (NFPA 1) and the Life Safety Code (NFPA 101) as adopted by the State Fire Marshall pursuant to Chapter 633.0215 are hereby adopted by reference as if set out at length herein, except NFPA 1 Section ~~7-3.1.4~~ 13.3.1.2. Section ~~7-3.1.4~~ 13.3.1.2 shall be adopted as modified in Section 46-78 of this chapter.
- (b) Any person who shall violate any provisions of the standards adopted in subsection (a) of this section shall be subject to enforcement procedures as provided for in this code.

If there shall be any conflict between the provisions of the standards adopted in subsection (a) of this section and the provisions of this chapter, the provisions of this chapter will prevail as permitted by State law.

Section 46-78. Amendment to Section ~~7-3.1~~ 13.3.1.2 of the Florida Fire Prevention Code (NFPA 1) (~~2000~~ 2012).

The Florida Fire Prevention Code (NFPA 1), Chapter ~~7~~ 13, "Fire Protection Systems", Section 13.3.1.2 – "General", is hereby amended and adopted as follows:

~~7-3.3.3~~ 13.3.1.2 Automatic sprinklers shall be installed and maintained in full operating condition, and comply with the standards listed in ~~Chapter 32~~ the Florida Fire Prevention Code, 5th Edition. All new assembly, mercantile, industrial, educational, storage, business, occupancies including commercial structures, apartments, and timesharing arrangements, that are 7,500 square feet or more in gross area, or two stories or more in height, shall be protected throughout by an approved automatic sprinkler system in accordance with NFPA 13, Standard for the Installation of Sprinkler Systems; NFPA 13R, Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and including Four Stories in Height; NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, as appropriate.

Exception No. 1: Sections of the Florida Fire Prevention Code or the Life Safety Code adopted in 46-76 that require the installation of an automatic sprinkler system in occupancies or areas less than 7500 sq. ft. shall apply and shall not be considered in conflict with the amended Section ~~7-3.1.4~~ 13.3.1.2.

Secs. 46-79 – 46-90. Reserved.

SECTION II. 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 III. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV. That the City Clerk shall transmit a copy of this ordinance to the Florida Building Commission and to the State Fire Marshal within 30 days of final adoption.

SECTION V. This ordinance shall take effect upon adoption.

FIRST READING: November 18, 2015

SECOND READING
AND ADOPTION:

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING:

Backup material for agenda item:

7. Ordinance 2465 – First Reading - Annexation

David Moon



CITY OF APOPKA CITY COUNCIL

	CONSENT AGENDA	MEETING OF:	November 18, 2015
<u>X</u>	PUBLIC HEARING	FROM:	Community Development
	SPECIAL REPORTS	EXHIBITS:	Exhibit "A" Summary of Cycle 3
<u>X</u>	OTHER: Annexation		Ordinance No. 2465
			Vicinity Map

SUBJECT: 2015 ANNEXATION - CYCLE NO. 3

Request: FIRST READING OF ORDINANCE NUMBER: 2465 – JERRY KIRKLAND AND LANNETTE KIRKLAND AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNERS: Jerry Kirkland and Lannette Kirkland

LOCATION: 3707 Rock Springs Road

LAND USE: Refer to Exhibit "A"

EXISTING USE: Refer to Exhibit "A"

TRACT SIZE: 4.92 +/- acres

ADDITIONAL COMMENTS: The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning designations. The assignment of a City Future Land Use and Zoning designation will occur at a later date, and through 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 November 4, 2015.

DULY ADVERTISED:

November 6, 2015 - 1/4 Page Public Hearing Advertisement
November 13, 2015 - 1/4 Page Public Hearing Advertisement
November 20, 2015 - Ordinance Headings Advertisement

PUBLIC HEARING SCHEDULE:

November 18, 2015 (7:00 pm) - City Council 1st Reading
December 2, 2015 (1:30 pm) - City Council 2nd Reading and Adoption

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

RECOMMENDED ACTION:

The **Development Review Committee** recommends approval of the 2015 Annexation Cycle #3.

Accept the First Reading of Ordinance No. 2465 and Hold Over for Second Reading and Adoption on December 2, 2015.

EXHIBIT "A"
CITY OF APOPKA
2015 ANNEXATION CYCLE # 3

TOTAL ACRES: 42.07 +/-

ANNEXATION ORDINANCE No.s.: 2459-2463

Adopted this 2th day of December, 2015

ORD. NO.	ITEM NO.	OWNER'S NAME	LOCATION	PARCEL NUMBER	ACRES +/-	EXISTING USE	FUTURE LAND USE (COUNTY)
2459	1	JTD Land at Rogers Rd., LLC	2303 Rogers Road	29-20-28-0000-00-004 29-20-28-0000-00-026	30.52	Vacant Land	Low Density Residential Max. 4du/ac
2460	2	Huy Tran Hai Anh Nguyen	904 Schopke Lester Road	06-21-28-7172-14-071	4.42	SFR	Low Density Residential Max. 4du/ac
2461	3	Property Industrial Enterprises, LLC	300 West 2 nd Street	09-21-28-0868-01-240	0.42	SFR	Low Density Residential Max. 4du/ac
2462	4	Debra Evans Cargil	202 South Hawthorne Avenue	09-21-28-0868-01-230	0.32	SFR	Low Medium Density Residential Max. 10du/ac
2463	5	Apopka Clear Lake Investments, LLC	Peterson Road	07-21-28-0000-00-064	1.47	Vacant Land	Rural 1du/10 Acres
2465	6	Jerry Kirkland Lannette Kirkland	3707 Rock Springs Road	22-20-28-0000-00-005	4.92	SFR	Rural 1du/5 Acres
				TOTAL ACRES	37.15		

g:\Shared\4020\PLANNING_ZONING\Annexations\2015\Cycle 3

ORDINANCE NO. 2465

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY JERRY KIRKLAND AND LANNETTE KIRKLAND, LOCATED AT 3707 ROCK SPRINGS ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Jerry Kirkland and Lannette Kirkland owners thereof, have petitioned the City Council of the City of Apopka, Florida, to annex the properties located at 3707 Rock Springs 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 **4.92 +/- 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 Description:

S1/4 OF S1/2 OF NW1/4 OF NW1/4 OF SEC 22-20-28 (LESS W 30 FT RD)
Contains: 4.92 +/- Acres

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

ORDINANCE NO.: 2465

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

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: November 18, 2015

READ SECOND TIME

AND ADOPTED: December 2, 2015

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: October 23, 2015; October 30, 2015;
November 6, 2015; November 13, 2015;
November, 20, 2015

ANNEXATION
JERRY AND LANNETTE KIRKLAND
3707 ROCK SPRINGS ROAD



Exhibit "A"
Ord. # 2465
Parcel ID: 22-20-28-0000-00-005

Total Acres: 4.92 +/-

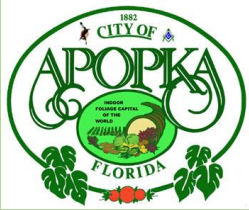
VICINITY MAP



Backup material for agenda item:

8. Resolution 2015-24 - Invocation Policy for City of Apopka meetings.

Attorney Andrew Hand



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 18, 2015
FROM: Administration
EXHIBITS: Resolution 2015-24

SUBJECT: RESOLUTION ADOPTING AN OFFICIAL INVOCATION POLICY FOR CITY OF APOPKA MEETINGS.

Request: REVIEW, DISCUSSION, AND ADOPTION OF THE FOLLOWING RESOLUTION.

SUMMARY:

The following resolution, if adopted will establish a policy for invocations offered at all City meetings. Among the things it does is affords a guideline for selecting speakers and when the invocation is to be given. Staff believes this policy is needed to be in line with what the U.S. Supreme Court has recently found to be permissible.

The city's attorney will be on hand to answer any and all questions and concerns.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Open discussion for full understanding of the need for this resolution and final adoption.

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

RESOLUTION NO. 2015-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, REGARDING A CEREMONIAL OPENING INVOCATION AND RECITATION OF THE PLEDGE OF ALLEGIANCE AT COUNCIL MEETINGS PRIOR TO OFFICIAL POLICYMAKING AND LEGISLATIVE FUNCTIONS; ADOPTING A POLICY OF NON-EXCLUSION AND SELECTION OF VOLUNTEER INVOCATION SPEAKERS AND A DIVERSITY OF VIEWPOINTS AND NON-EXCLUSION OF THOSE IN ATTENDANCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Apopka (the “City”) desires to preserve and maintain the tradition of solemnizing its City Council proceedings by allowing and inviting an opening invocation and the recitation of the Pledge of Allegiance before each regular and special meeting of the City Council for the benefit of the City Council; and

WHEREAS, the City desires to adopt this formal, written policy to clarify its invocation practices; and

WHEREAS, the City recognizes that our history is replete with official references to the value and invocation of Divine guidance in deliberations and pronouncements of the Founding Fathers and contemporary leaders as set forth in the holding of *Lynch v. Donnelly*, 465 U.S. 668, 675 (1984); and

WHEREAS, the City is not establishing a policy that defines the constitutional limits for permissible public invocations; rather the City Council intends to adopt a policy that is consistent with guidance provided by several courts that have considered the validity of public invocations; and

WHEREAS, the United States Supreme Court and Eleventh Circuit have consistently upheld the practice of delivering religious invocations before deliberative public bodies occurring prior to policymaking. *See Town of Greece v. Galloway*, 572 U.S. 134 S. Ct. 1811, 2014 WL 1757828 (2014); *Marsh v. Chambers*, 463 U.S. 783 (1983); *Atheists of Florida, Inc. v. City of Lakeland*, 713 F.3d 577 (11th Cir. 2013); and

WHEREAS, the City recognizes that our City and Nation is comprised of individuals with a diversity of viewpoints, including but not limited to, faiths, religions, beliefs, and non-beliefs. Accordingly, the City will make reasonable efforts to invite, locate, and welcome individuals from the City with a diversity of viewpoints to offer the opening invocation for the benefit of the City Council, and the City’s policies shall not be intended, implemented, or construed in any manner to affiliate the City Council or the City with, or express any preference for or against, any faith, non-faith, belief, non-belief or religious denomination;

WHEREAS, in recognition of the diversity of faiths, ideas, viewpoints, and various beliefs as referenced herein, it is the policy of the City that sectarian prayer may be allowed

that is solemn and respectful in tone that invites the City Council to reflect upon shared ideals and common ends before embarking on the business of governing. However, invocation speakers are hereby requested to refrain from disparaging any other faith or belief; denigrating nonbelievers or religious minorities; threatening damnation; or preaching conversion;

WHEREAS, in further recognition of the diversity of ideas, viewpoints, and various beliefs and non-beliefs held within this Country, it is the policy of the City that the opening invocation and recitation of the Pledge of Allegiance be voluntary and allow participation from all that wish to participate, but otherwise allow non-participation and an opportunity to exit the City Council Chambers during the opening invocation and/or recitation of the Pledge of Allegiance to any who do not wish to witness or participate in same; and

WHEREAS, the City Council intends that this policy and these procedures do not proselytize or advance any faith, or show any purposeful preference of one religious or non-religious view to the exclusion of others.

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

SECTION I. OPENING INVOCATION PROCEDURE AND POLICIES.

Intent. It is the policy of the City Council that the procedures set forth in this Resolution concerning opening invocation shall occur at all regular and special meetings of the City Council. This policy and these procedures are not intended, shall not be implemented, and shall not be construed in any way, to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, non-belief, opinion, religion, non-religion, or denomination. Rather, this policy and these procedures are intended to acknowledge and express the City Council's respect for the diversity of religious and non-religious denominations and faiths represented and practiced among the citizens of the City and to express the City Council's respect for its proceedings and the importance of government and local legislative functions. In no event shall these procedures be intended, implemented, or construed in any way to compel participation in the opening invocation or recitation of the Pledge of Allegiance. Neither the City Council nor the City staff shall require the public to participate in the opening invocation or recitation of the Pledge of Allegiance; single out dissidents for opprobrium; or indicate or allow in any manner the City Council's decisions to be influenced by a person's participation or lack of participation in the opening invocation or recitation of the Pledge of Allegiance.

Timing. The opening ceremony shall consist of the call to order, an opening invocation, and a recitation of the Pledge of Allegiance. After the Call to Order of all regular and special meetings of the City Council, an opening invocation as described herein shall occur followed directly by the recitation of the Pledge of Allegiance. The opening invocation and recitation of the Pledge of Allegiance will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. The invocation period shall not exceed one minute in length.

Speaker Selection. The City Council hereby invites and welcomes the religious leaders and other representatives of any and all local religions, denominations, faiths, creeds, and beliefs, including but not limited to, ministers, priests, chaplains, rabbis, deacons, and the like, to participate in providing opening invocations for the City Council. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy and organization or group leaders as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy and organization or group leaders, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

- 1) The City Clerk or his/her designee shall compile and maintain a database of the religious congregations and other groups and organizations with an established presence within the jurisdictional limits of the City of Apopka.
- 2) The database shall be compiled examining a broad and diverse pool of religious leaders and other representatives of any and all local religions, denominations, faiths, creeds, and beliefs, including but not limited to, ministers, priests, chaplains, rabbis, deacons, clerics, and the like. The database may be compiled through referencing the listings for "churches," "congregations," "temples," "synagogues" and other assemblies that gather to further a religious perspective. with an established presence within the jurisdictional limits of the City in the annual Yellow Pages telephone book(s) or comparable data sources, research from the Internet, consultation with local chambers of commerce or comparable organizations, and any other effective method in the discretion of the City Clerk or his/her designee. Any such assembly with an established presence within the jurisdictional limits of the City not identified within the database for participation may request inclusion within the database by written communication directed to the City Clerk that references the opening invocation. If a resident of the City attends an assembly that gathers to further a religious perspective located outside of the City, such assembly shall be included in the database upon the resident's written request to the City. This policy is intended to be and shall be applied in a way that is inclusive of diverse religious and non-religious congregations, groups and organizations. The database is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious perspectives.
- 3) The database shall be updated by reasonable efforts of the City Clerk or his/her designee yearly.
- 4) On or about December 1 of each calendar year, the City Clerk shall mail an invitation to potential invocation speakers included in the database. Those interested in volunteering to deliver an invocation will choose for themselves whether to respond to the City Council's invitation. The respondents to invitations shall be scheduled on a first come, first serve basis to deliver the invocation for the upcoming calendar year.

To ensure that a variety of invocation speakers are scheduled for City Council meetings, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the Council, or at more than three (3) City Council meetings in any twelve (12) month period.

- 5) Neither the City nor the City Council shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker. However, consistent with U.S. Supreme Court precedent, invocation speakers are hereby advised that the invocation should not denigrate nonbelievers or religious minorities; threaten damnation; or preach conversion. Statements reflecting ideals relating to peace and security for the nation; safety of our armed forces, police, firefighters and emergency service personnel; wisdom for the lawmakers; and justice for the people are encouraged.
- 6) The City Clerk may add the name and affiliated organization of the selected invocation speaker for a particular meeting to the Council Agenda next to the "Opening Invocation" item. Notwithstanding the preceding, such entry or information shall not be considered or construed as an official agenda item for the public meeting or considered part of the public business to be transacted by the City Council.
- 7) In recognition of the transitional process relating to the policies set forth herein, including but not limited to the completion of the database, the City Council may invite religious or non-religious leaders, chaplains, ministers, rabbis or leaders of other groups or organizations with an established presence within the jurisdictional limits of the City to conduct the opening invocation until such time as the database is compiled, to offer a moment of silence, or to forego the opening invocation.
- 8) In the event an upcoming meeting of the City Council does not have a volunteer opening invocation speaker for that meeting, the City Council reserves the right to invite religious or non-religious leaders, chaplains, ministers, rabbis or leaders of other groups or organizations to conduct the opening invocation for that meeting, and in the event no such speaker is available, the Mayor may choose to offer a moment of silence or forego the opening invocation.

Conduct of Proceedings. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to rise and/or recite the Pledge of Allegiance. An opportunity to exit the City Council chambers and return upon completion of the opening invocation shall be afforded to those who do not wish to participate or witness same.

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. Such invitation constitutes a general invitation that a person in attendance may stand and/or participate only if he/she wishes to do so for such observances. An opportunity to exit the City Council Chambers and return upon

completion of the Pledge of Allegiance shall be afforded to those who do not wish to participate or witness same.

Agenda Disclaimer. The following statement shall be placed at the bottom of City Council meeting agendas:

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.

SECTION II: CONFLICTS/SUPERSEDE. This Resolution shall supersede any previous rules, policies, procedures, or resolutions to the extent of any conflict with this Resolution.

SECTION III: SEVERABILITY. If any portion of this Resolution is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable, or void, the balance of the Resolution shall continue in full force and effect.

SECTION IV: EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND RESOLVED this _____ day of _____, 2015, by the City Council of the City of Apopka, Florida.

APPROVED:

Joe Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Backup material for agenda item:

1. EMS County Grant Award - Acceptance for METIman EMS Simulation Training and Debriefing Solution System. Wil Sanchez



CITY OF APOPKA CITY COUNCIL

☐ CONSENT AGENDA
☐ PUBLIC HEARING
☐ SPECIAL REPORTS
☒ OTHER

MEETING OF: November 18, 2015
FROM: Fire Department
EXHIBITS: Award Letter

SUBJECT: ACCEPTANCE OF AN EMS COUNTY GRANT AWARD.

Request: AUTHORIZE THE ACCEPTANCE OF AN EMS COUNTY GRANT AWARD, IN THE AMOUNT OF \$40,000.00.

SUMMARY:

To continue providing the best service to our community, the Apopka Fire Department began researching EMS Simulation Training and Debriefing Solution Systems. This included a full-scale patient simulation that would offer the closest facsimile to actual patient care, and provide the best opportunity to practice critical thinking and patient care skills in the Emergency Medical Services field.

The Apopka Fire Department selected and aspired to obtain the METIman EMS Simulation Training and Debriefing Solution System. The METIman, with Replay One, and the evidence-based EMS learning module will enhance the environment in which all of our EMTs & Paramedics, along with our volunteers, clinical interns, and students can learn.

The addition of this simulation project will provide a realistic learning environment. This device creates an opportunity to analyze the treatments provided, and the outcome of that treatment. No other device allows the participant to witness firsthand what treatments will work and what treatments won't. This emergency training tool will assist our personnel in recognizing common airway, cardiac and neurological emergencies and will measure each attempt at intubation, CPR, vascular access, as well as monitor trauma management.

The Apopka Fire Department sought to find a funding source that would value the department's mission to provide the best quality service possible to its residents, achieving that through continuous education. The Orange County Medical Directors EMS Grant fit both the vision and mission requirements. Staff composed a detailed application that made the top selection of grants which would benefit the community. After making their final selection the department did not receive the funding, however, in continuous talks with the Medical Director and the manufacturer, the department was awarded the grant in the amount of \$40,000.00.

FUNDING SOURCE:

EMS County Grant Award

RECOMMENDATION ACTION:

Authorize the acceptance of an EMS County Grant Award.

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



Office of the Medical Director
2002-A E. Michigan Street, Orlando, Florida 32806
Telephone (407) 836-8960 ■ Fax (407) 836-7625

November 10, 2015

Lee Bronson, Fire Chief
City of Apopka Fire Department
120 E. Main Street
Apopka, FL 32703

Dear Chief Bronson:

The Orange County EMS Council and the EMS Finance Committee would like to congratulate you on the award of an EMS County Grant in the amount of \$40,000. This money is specifically designated for Apopka Fire Department's purchase of one METIman™ Pre-Hospital Full-Body Wireless Instrumented Adult Mannequin with all components required for functionality. The decision was based on a standard criteria and scoring process that was applied equally to all applicants. **All goods and services must be purchased by the City of Apopka before September 30, 2016, the end of the grant cycle.** Please direct all documents to Irma Rodriguez at Irma.Rodriguez@ocfl.net. She also may be reached at 407-836-6579.

For any questions regarding the grant money or the process of selection, please feel free to contact our office at 407-836-8960.

Sincerely,

A handwritten signature in black ink, appearing to read "CH Hunter".

Christopher Hunter, M.D., Ph.D.
Associate Medical Director
Orange County EMS System
On behalf of the
Orange County EMS Advisory Council Board

Backup material for agenda item:

2. KaBOOM! Grant - Acceptance of the letter of intent and funding.

Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: November 18, 2015
FROM: Administration
EXHIBITS: Letter of Intent
Project Summary

SUBJECT: KABOOM! GRANT APPLICATIONS

Request: IF AWARDED THE KABOOM! GRANT, THE CITY OF APOPKA AGREES TO ACCEPT THE GRANT AND CONDUCT ENHANCEMENT PROJECTS THAT WILL AIDE IN THE BEAUTIFICATION OF LAKE AVENUE PARK AND ALONZO WILLIAMS PARK.

SUMMARY:

The City of Apopka has been selected to participate in a screening call with KaBOOM!, a non-profit organization that is dedicated to providing children with great places to play. The screening call is the second stage of the selection process and if selected, the City of Apopka would be awarded a grant to purchase new playgrounds for Lake Avenue Park and or Alonzo Williams Park. Two separate applications were submitted and one or both applications may be funded.

If awarded the new playgrounds, the City of Apopka would be responsible for abiding by the KaBOOM! Letter of Intent:

- Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- Fundraise \$8,500 USD toward the cost of playground equipment
- Own and maintain the playground for its lifetime
- Provide land and secure all necessary permits for construction of playground
- Remove all existing playground equipment currently on site
- Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- Use Playworld Systems equipment and accept engineered wood fiber safety surfacing
- Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- Recruit at least 20 community members, residents, and/or parents to participate in the Design Day and planning process
- Recruit 30 volunteers from the community to participate in two preparation days and recruit 75 volunteers from the community to participate on Build Day
- Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- Build the playground through supervised volunteer installation

- Accept liability for and maintain the playground upon build completion
- Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- Indemnify and hold harmless KaBOOM! and the Funding Partner
- Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

If awarded the grant, the playground equipment will be purchased by a dedicated KaBOOM! funding partner. The Big Potato Foundation and Rotary Club have agreed to adopt Lake Avenue Park and participate in the Community Build. Also, Earth Angels United have adopted Alonzo Williams Park and will conduct the Community Build.

Estimated Costs for Enhancement Projects for each park:

Landscaping	\$1,072/park
Irrigation	\$1500/park
Benches	\$1000 each
Pavilions	\$50,000 each
Grills	\$500 each
Tables	\$1000 each

The specific quantity of enhancement items will be determined after the City of Apopka is awarded the grant and Public Services completes park redesign plans.

FUNDING SOURCE:

General Fund Reserves

RECOMMENDATION ACTION:

Agree to accept the KaBOOM! Letter of Intent. Fund enhancement projects that relate to the beautification of both parks which includes installation of irrigation systems, flower and landscaping. Add additional grills, pavilions, tables, and benches which will contribute to the revitalization of both parks.

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

KaBOOM! Letter of Intent

By signing this document, I understand that if my organization is selected for a KaBOOM! project, my organization will (please initial each point):

- _____ Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- _____ Fundraise \$8,500 USD toward the cost of playground equipment
- _____ Own and maintain the playground for its lifetime
- _____ Provide land and secure all necessary permits for construction of playground
- _____ Remove all existing playground equipment currently on site
- _____ Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- _____ Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- _____ Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- _____ Use Playworld Systems equipment and accept engineered wood fiber safety surfacing
- _____ Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- _____ Recruit at least 20 community members, residents, and/or parents to participate in the Design Day and planning process
- _____ Recruit 30 volunteers from the community to participate in two preparation days and recruit 75 volunteers from the community to participate on Build Day
- _____ Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- _____ Build the playground through supervised volunteer installation
- _____ Accept liability for and maintain the playground upon build completion
- _____ Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- _____ Indemnify and hold harmless KaBOOM! and the Funding Partner
- _____ Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

Signing this Letter of Intent signifies that all contract signatories have reviewed the draft contract and are prepared to sign a final contract within three business days of being awarded a KaBOOM! playground project. Please ensure that the person authorized to sign contracts signs below.

Legal Name of Organization: _____

Name and Title of Signatory (please print): _____

Authorized Signature: _____ Date: _____

Signatory Mailing Address: _____

Contact information for person who should receive KaBOOM! Invoice:

Name:

Telephone number:

Mailing Address:

Email:

Fax:

Build it with KaBOOM! Project Summary



KaBOOM! is the national non-profit dedicated to the bold goal of ensuring that all children, particularly the 16 million American children living in poverty, get the balance of active play they need to become healthy and successful adults. KaBOOM! creates and catalyzes great places to play, inspires, empowers and leads play advocates, and educates and elevates the societal conversation about the importance of play in children's lives. KaBOOM! has been a powerful champion for play since its founding in 1996, working with partners to build, improve and open more than 15,000 playgrounds, engage more than 1,000,000 volunteers and serve more than 6,600,000 children.

Contents

[Who's Who | Getting to Know the PLAYers](#)

[Project Timeline](#)

[Site Preparation & Construction](#)

[Administrative & Legal Responsibilities](#)

[Community Engagement | The Planning Committee](#)

[KaBOOM! Corporate Sponsorship Policy](#)

Who's Who | Getting to Know the PLAYers

KaBOOM!

The Community Outreach team at KaBOOM! is responsible for screening and guiding applicants for playground projects through the selection process and ultimately preparing organization/s for a *community-led* play space project. KaBOOM! will:

- Pair partners with a certified playground safety inspector Project Manager & Installer
- Provide coaching and guidance for approximately 8 – 10 weeks of project planning
- Facilitate Design Day in person, leading discussion around community building
- Facilitate Build Week in person, serving as a liaison between partners and vendors
- Support community's relationship with a sponsor, also known as a Funding Partner
- Offer tools and mentorship from our growing [Playmaker Network](#) for the community

Community Partner | That's You!

A Community Partner can be one or several child-serving non-profits serving a high need population in need of a safe place for children to play. We look for Community Partners who have a “Can Do” spirit, are prepared to take on the roles and responsibilities involved in completing a community-built playground project. Community Partners will:

- Build playspace that includes 2500 square foot playground with [enhancement projects](#)
- Form a committee of 10 – 15 community members working as a team on project planning
- Develop meaningful relationships to support community-build planning process
- Own or attain permission to build on available land
- Complete necessary site preparation
- Assume insurance, maintenance, and liability of the new play space
- Research and secure any necessary permits required locally to build play space
- Contribute a cash contribution towards the cost of equipment
- Host Design Day and Build Week

Funding Partner | The Sponsor

KaBOOM! has worked with more than 200 [Funding Partners](#) over the past 18 years to build more than 2,400 playgrounds, creating places to play for an estimated 6.6 million children. Many of our Funding Partners want to make an impact in specific geographic areas, such as where they are based or have a local office, so they designate the city they would like to build in and provide insight into the type of Community Partner with whom they are hoping to work. Funding Partners will:

- Generously donate the majority of funds needed for the playground project
- Select their Community Partner for the play space project
- Commit volunteers to help build the playground alongside community volunteers
- Establish a relationship with their KaBOOM! Community Partner
- Support our collective vision to promote and protect play through their networks

Project Timeline

Confirming Selection

Each Build It with KaBOOM! opportunity is extremely competitive. In order to consider potential organizations, KaBOOM! requires the submission of several key documents before the application is considered complete (see [Administrative & Legal](#)). When a Community Partner is selected by a Funding Partner, the general timeline between notifying Community Partner of their selection and meeting the Project Manager and Funding Partner is two weeks, although in some cases it may be more or less. During this time, selected partner(s) will want to mobilize all that expressed interest in their involvement.

Design Day¹

The official kick off ...this is where the fun begins. It is when we give the true play experts—the *kids*—a chance to tell us what they would like to see on their new playground. Design Day is also the time to rally the community, get them committed to joining the planning committee and ask for their input on the playground design.



1 hr

Site Walk



1 hr

Youth Portion



2+ hrs

Community Meeting



Site Walk | The purpose of the site walk is to familiarize the Project Manager with the site for the new playground with key representatives of the Construction committee and those knowledgeable about site preparation, applicable permitting, and installation decisions.

Youth Portion | This energetic and heartwarming session is where children will be asked to draw and present their dream play spaces! A minimum of 20 children from the direct community and/or served by the partnering organization(s) must be present.

Community Meeting | At least 20 adults should participate in this “town hall” type meeting, with the central goal of Design Day being to finalize a planning committee. Participants should be interested in taking on responsibility during the entire process.

Build Week

Prep Day 1

30

volunteers

8 am – 5 pm

Prep Day 2

30

volunteers

8 am – 5 pm

Build Day

200 – 250

volunteers

8 am – 3 pm

Prep Day volunteers take care of various jobs (unloading playground equipment, cutting lumber for enhancement projects, priming walls for murals, etc.). It is not always necessary to use both Prep Days if everything is accomplished on Prep Day 1, but you should be prepared to recruit for both days. **Build Day** typically runs from an 8 am arrival on site to a 3 pm ribbon cutting ceremony. Volunteers should plan to stay for the duration of the day.

¹ Following Design Day, the Project Manager will submit the community's wish list to Playworld Systems. Playworld's designers will produce three (3) custom designs and the community will be responsible for picking the winning design.

Site Preparation & Construction

Construction Committee

The goal of this team is to prepare the site for the build and get the tools and materials needed as introduced during outreach and implemented during the planning process.

1. **Site preparation** – The Community Partner is responsible for the completion of site preparation. The entire playground footprint must be prepared to a flat, dirt surface with no more than a 2% grade and any existing playground equipment within this footprint must be removed. Different ground surfacing involves alternative preparation expectations that would be discussed during screening. Test holes will be requested by the Project Manager to get a sense for the challenges around hole digging. This must all be completed at least two weeks before Build Day.
2. **Soil Testing** – If selected, The Community Partner must have the soil tested of proposed playground site for levels of lead and arsenic prior to the Design Day. Partners may identify the lab of choice as long as they test for lead and arsenic. Past Community Partners have used the following company with success: testamericainc.com/locations/locationmap.htm. It is the community partners' responsibility to have the results analyzed according to local standards to see if the levels are acceptable. *If levels are too high, it is the Community Partner's responsibility to remediate the soil appropriately.*
3. **Utility Check** – If selected, the Community Partner must have public and private utility checks completed. The public utility check should be a free service from utility providers. The first check must happen right after a site is selected and **completed by Design Day** so any utility lines that will affect the design of the playground can be taken identified when the playground is designed. It is the responsibility of the Community Partner to extend the utility check to cover the Build Week, when holes will be dug for the playground.
4. **Signage** – A sign welcoming visitors to the playground will be installed near the entrance of the playground. The Welcome Sign is two-sided and measures 30.25 inches by 12.25 inches. The language on the sign will include the appropriate age range of the playground as decided by the Community Partner as well as the organization's logo(s) and the logos of KaBOOM! and the Funding Partner.
5. **Tools** – The community is collectively responsible for providing the tools necessary for the Prep Days and Build Day. We encourage communities to find ways to gather the required tools through lending and by involving other community groups or members in the project, saving the cost of purchasing the tools. Some cities have public tool banks, which is a great place to start.



Sample Tool List & Sample Pictures

Wheelbarrows (15)	6' & 8' Step Ladders (2 – 3 each)
Spade shovels (30)	4 lb. Mini Sledge & 8 lb. Sledge Hammers (2 each)
Rock/metal rakes (30)	Claw Hammers (10)
Digging bars (2 - 3)	Tamps (3)
Manual post hole diggers (5)	Corded Drills (10+)
Cement (or garden) hoes (15)	Cordless Drills with Chargers (5+)
Garden hoses (2 - 3) with Spray Nozzles	25' & 100' Extension Cords (5 each)
Power Strips/Cord Splitters (5)	Garbage Cans (3-5)
Pop Up Tents (4)	Tables (15) & Chairs (60)



Skid Steer (1)



12" & 18" Auger Bits



Spade Shovels



Metal Rakes



Cement Mortar Hoes



Wheelbarrows



Manual Post Hole Diggers



Digging Bar



Tamp



12" Miter Saw



Drills (Cordless / Corded)



6' & 8' Step Ladders

Sample Enhancement Projects

Work with a KaBOOM! Project Manager to identify projects that will transform your outdoor space for community gatherings and activities. More examples can be found on our [website](https://www.kaboom.org).



Mendocino Bench



Picnic Tables



Planter Bench



Wooden Shade Structure



Asphalt Games / Painting



Gardening

Administrative & Legal Responsibilities

1. **Community Partner Agreement** – KaBOOM! requires potential Community Partner(s) to review and approve the draft Community Partner Agreement by any legal or board review, before moving ahead in the competitive application process. Referred to as a *Letter of Agreement (LOA)*, we cannot fully consider any organization until this document has been reviewed and approved by all necessary parties. You do not need to fill out the template. **Please direct any questions or comments to your Community Outreach team member immediately.**
2. **Land Ownership** – Community Partners must provide either proof of land ownership (a copy of the deed, tax records, or a property survey) or a copy of their current lease and a Letter of Permission from the landowner. KaBOOM! will provide the template letter in the latter case.
3. **Insurance** – Community Partners must be able to provide insurance for the playground amounting to one million dollars in commercial liability insurance or equivalent, as well as add KaBOOM! and the Funding Partner as ‘additional insured’ parties for the Build Week and one year thereafter. Proof of insurance must be submitted to KaBOOM! 30 days prior to the Build Day. Insurance is not required to be in place until Build Week. For self-insured entities, the self-insurance must be primary for the same amount of time. It is imperative that applicants check in with their insurance broker to ensure this can be completed.
4. **Permitting** – Community Partners must determine whether or not they need a permit to build a playground at the proposed site. Identifying the process for obtaining and ultimately obtaining a permit (if applicable) can be time consuming; it is important to understand these requirements during the selection process, so that KaBOOM! and the community partner can meet timelines required by any applicable permit. Prior to the KaBOOM! Build Day, securing a permit is the sole responsibility of the Community Partner.
5. **Community Contribution** – Community Partners are responsible for raising a financial contribution of \$8,500 for the project, which may be raised using a combination of existing funds, grassroots fundraising and local business support.² This cash contribution is due to KaBOOM! 30 days before the Build Day and goes directly toward the playground equipment costs.
6. **Playground Surfacing** – *Build it with KaBOOM! Grants* include Engineered Wood Fiber (EWF). EWF is safe and ADA compliant under play structures, as long as it is regularly raked to an even, deep distribution. Community Partners interested in alternative forms of safety surfacing are responsible for fully securing the funds for site preparation, completing site preparation in advance, purchase, and installation of alternative safety surfacing.

² KaBOOM! encourages Community Partners to reach out to local organizations for support, but please be aware that KaBOOM! enforces a **Corporate Sponsorship Policy** which we ask all Community Partners to abide by to ensure that the Funding Partner receives primary acknowledgement and that no competitors of the Funding Partner are solicited for support.

Community Engagement | The Planning Committee

Planning Committee³

Committee Chairs and the Planning Committee make up the core of every KaBOOM! project. If selected, Community Partners are responsible for identifying Chairs and recruiting 10-15 committed individuals who will drive the project forward to ensure success, as well as focusing on the lasting impact the project can have on the community. Planning Committee members should be available to participate in a one-hour weekly conference call with the Funding Partner and KaBOOM! Project Manager as well as commit to time in-between calls to fulfill responsibilities.

A toolkit with resources for all planning committee teams can be found on our website, [here](#).

The Planning Committee will be broken down into the following Leaders & Teams

Main Points of Contact / Committee Chairs

- Champion community engagement throughout the process
- Track & celebrate the community's accomplishments on a weekly basis

Play Chair

- Identifies a volunteer to lead a playful warm-up during Build Day kick-off
- Develop ways for children to participate in the project from the beginning to the end
- Teach & mentor youth about volunteerism & instilling ownership of the playground
- Facilitate play activities into the planning process build day and post-build
- Criteria: creative, responsible and good with children

We've heard from our alumni that there is significant impact made on the individual child who is a part of the planning and implementation of a KaBOOM! project. Ideas for encouraging and supporting youth involvement are available on our [website](#).

Recruitment Team

- Helps recruit 30 volunteers on Prep Day 1 and Prep Day 2
- Helps recruit and track anywhere from 75 – 200 community volunteers for Build Day
- At least half of the volunteers should be community members, residents, and/or parents
- Secures a sound system with mic to play music and make announcements during build day
- Identifies a photographer and/or videographer to document Build Day

Fundraising Team

By contributing to the project financially, the community gains greater ownership of their playground and this helps ensure long term care and maintenance.

- Prepares a solicitation letter and distributes to potential community supporters
- Hosts fundraising events that encourages broad community support and contribution
- Tracks donations and submits payment of \$8,500 to KaBOOM! in a timely fashion

³ At least 50% of the Planning Committee must be **non-staff**, including parents, grandparents or guardians of children served by the partnering organization, as well as interested residents and community members.

Food Team

This team will build new relationships and help shine a light on the project and the great work communities are doing with businesses that are a part of the community.

- Feeds volunteers a healthy and easy to serve breakfast & lunch all 3 days of build week
- Provides healthy snacks & beverages to keep volunteers hydrated all 3 days of build week
- Develops a plan for serving, distributing, and cleaning up a designated food area
- Ensures that there are suitable vegetarian options

Logistics Team

- Secures a storage area to store the equipment once it is delivered⁴
- Ensures restrooms are accessible for volunteers
- Identifies running water & electrical sources for build week
- Secures a 40 cubic yard dumpster and recycling container
- Knowledgeable about what debris from Build Day can be recycled or reused
- Develops a plan for on-site safety
- Secures a First Aid/CPR certified volunteer for each day of build week

PR Team

This team will be responsible for presenting this project to the community at large and to volunteers on Build Day.

- Participates in a PR specific call approximately 2 weeks after Design Day
- Generates press, publicity and social media materials announcing the project
- All materials must be sent to your KaBOOM! Project Manager prior to distribution

KaBOOM! Corporate Sponsorship Policy

Please be aware that KaBOOM! has a Corporate Sponsorship Policy that all Community Partners must abide by to ensure that contributions from the Funding Partner are appropriately acknowledged:

- Volunteers recruited from organizations or companies should be in groups of 10 or less
- No branded clothing or signage from groups other than the Community and Funding Partner may be worn during build week
- Volunteers cannot wear any hats, shirts, buttons, etc. identifying them as part of another group or organization
- Only the Funding Partner, Community Partner and KaBOOM! will have permanent signage or recognition on the project site
- Community Partners cannot solicit support from direct competitors of the Funding Partner
- If a restaurant donates food, they may include menus or cards on the serving table
- Other organizations and companies may be thanked by making one large banner recognizing all project supporters

⁴ In most cases, the KaBOOM! project budget can cover the expense of a temporary storage container, its delivery and pick-up from site.

Backup material for agenda item:

1. Orange County - 2016 Election Services and Equipment Use Agreement

Linda Goff



CITY OF APOPKA CITY COUNCIL

___ CONSENT AGENDA
___ PUBLIC HEARING
___ SPECIAL REPORTS
X OTHER: New Business

MEETING OF: November 18, 2015
FROM: City Clerk
EXHIBITS: Contract

SUBJECT: 2016 VOTE PROCESSING EQUIPMENT USE AGREEMENT AND ELECTIONS SERVICES CONTRACT FOR THE MARCH 15, 2016, CITY GENERAL ELECTION

Request: APPROVE AND AUTHORIZE EXECUTION OF THE 2016 VOTE PROCESSING EQUIPMENT USE AGREEMENT AND ELECTIONS SERVICES CONTRACT, WITH THE ORANGE COUNTY SUPERVISOR OF ELECTIONS, FOR THE MARCH 15, 2016 CITY GENERAL ELECTION.

SUMMARY: The Supervisor of Elections Office shall provide necessary vote processing equipment and services according to the terms and conditions stated in the Agreement, for the purposes of conducting a City General Election on March 15, 2016, for the election of Council Seats 3 and 4, held in conjunction with the Presidential Preference Primary and, if necessary, a Run-off Election to be held on Tuesday, April 12, 2016, along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

The Election Contract identifies costs associated, if applicable, to a Run-off Election, in the event one is required, and delineates the responsibilities of the City and the Supervisor of Elections.

Election costs including voting equipment rental, printing ballots, poll staffing, advertising and mailing costs, etc., for the City General Election will fall under the Supervisor of Elections in conjunction with the Presidential Preference Primary. Should there be a need for a Run-off Election, costs are as outlined in the agreement and are anticipated not to exceed \$25,000.00.

FUNDING SOURCE:

In the event a Run-off Election is required a Budget Amendment will be required.

RECOMMENDATION ACTION:

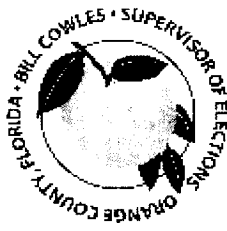
Approve and authorize the Mayor, or his designee, to execute the agreement.

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



**2016
VOTE PROCESSING EQUIPMENT
USE AGREEMENT AND
ELECTIONS SERVICES CONTRACT
FOR MUNICIPAL ELECTIONS**

This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office**, (hereinafter referred to as "SOE") and the **City of Apopka, Orange County, Florida**, (hereinafter referred to as "MUNICIPALITY").

RECITALS:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, All vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein.

SECTION 2. Agreement. SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a General Election to be held on Tuesday, March 15, 2016 in conjunction with the Florida Presidential Preference Primary and, if necessary, a Run-off Election to be held on Tuesday, April 12, 2016, along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

SECTION 3. Operation and Programming Services.

*Paper Ballot Voting Equipment For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of all DS200 tabulators and Seventy-five Dollars (\$75.00) for each additional tabulator that is identically programmed. For early voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance and operation of each DS200 tabulator that is identically programmed and operated as the DS200 tabulators that are programmed for Election Day.

*ADA Voting Equipment For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of all ADA Voting machines and Seventy-five Dollars (\$75.00) for each additional ADA Voting machine that is identically programmed. For early voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance and operation of each ADA Voting machine that is identically programmed and operated as the machines that are programmed for Election Day.

*Absentee Counting Equipment For each election, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the program, maintenance and operation of the M650 Absentee Ballot Counting equipment. Such fee shall include up to four (4) hours of processing time, election set-up and coordination, programming of high speed ballot counting equipment and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars (\$50.00) per hour.

*Voter Check In Equipment For each election, MUNICIPALITY shall pay SOE Seventy Five Dollars (\$75.00) for data base set-up and maintenance of tablets used to check in voters (includes 2 ePoll books & 1 Help Desk tablet per precinct) each Epoll Book (minimum two per polling place). Additionally, a charge of \$41 per precinct for Internet air card access per precinct.

Repairs For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or laptops, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

SECTION 4. *Additional Early Voting Services for Off-Site Locations For Non-Ballot-on-Demand Method

Tablets For each early voting site other than the Office of the SOE, MUNICIPALITY shall pay SOE Three Hundred and Seventy-Five Dollars (\$375.00) for the program and operation of each ePoll book tablet deployed per site. Such service fee includes the downloading or uploading of any necessary data. An additional \$75 per additional check-in tablet and \$41 for Internet air cards will be charged per location. These charges are per election.

Printers For each early voting site other than the Office of the SOE, MUNICIPALITY shall pay SOE One Hundred and Seventy-Five Dollars (\$175.00) for the programming, configuration and set-up of any connected printer. These charges are per election.

Delivery For each early voting site other than the Office of the SOE, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the delivery, set-up and/or pick-up of any early voting equipment. These charges are per election.

SECTION 5. *Other Election Charges.

Supplies For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars (\$150.00) for each precinct and each Early Voting site. MUNICIPALITY shall return precinct supplies to Office of SOE no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.

PAPER PL/PR For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print and bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third party vendor to perform the requisite printing and binding services.

Telephone For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third party telecommunications provider for the set-up, activation, use and deactivation of any telephone lines or cell phone costs which in the SOE's sole discretion are necessitated at any voting site. There will also be a \$5 per polling place fee for the wireless modeming of Election results. Selection of the third party telecommunications provider shall be at the sole discretion of SOE.

Indexes For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE Nine Dollars (\$9.00) as a set-up services fee plus Twenty-five Cents (\$.25) for each printed page.

Absentees For each election, MUNICIPALITY shall pay SOE One Dollar with Seventy-five Cents (\$1.75) for each absentee ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE Ten Cents (\$.10) for each absentee ballot signature verified.

Early Voting MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting locations including any hours accrued by SOE staff at the Offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall insure that experienced SOE personnel staff each Early Voting site, in accordance with Florida law.

Notices For each election, MUNICIPALITY shall pay SOE Twenty-five Cents (\$.25) for each Notice of Election that is mailed to each eligible voter plus actual postage costs.

Fee Schedule For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.

SECTION 6. Term. For each election, the terms of this Agreement begins with ballot layout and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

SECTION 7. Applicable Requirements of Florida's Election Code. MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for insuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

SECTION 8. Notice and Advertisement of Elections. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

SECTION 9. Qualifying of Candidates. MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay to SOE ten (10) cents per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

SECTION 10. *Printing of Ballots and Ballot Services. MUNICIPALITY shall place an order for a sufficient quantity of ballots to include early voting, absentees, provisional ballots and precincts, with a third party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third party printer for the cost of any printed ballots or election materials.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English and Spanish including the name of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place ballot order with printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s) and replication of screen displays for the ADA voting equipment.

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer SOE shall receive, securely store and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

SECTION 11. Poll Workers. SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. SOE shall distribute all necessary supplies and ballots at poll worker training sessions. *MUNICIPALITY shall pay poll workers directly for their services at pay rates previously established by SOE.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services. MUNICIPALITY will be billed for any overtime charges incurred due to Early Voting.

SECTION 12. *Selection of Polling Places and Early Voting Sites. SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use of as a voting location. Each location shall meet necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the Office of SOE, and confirm that such locations are accessible to disabled and elderly voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet with SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than thirty-five (35) days prior to the date of the election. MUNICIPALITY shall pay any rental fees or usage fees directly to the polling place.

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

SECTION 13. *Sample Ballots. SOE shall layout, check and deliver sample ballot layout to a third party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.

SECTION 14. Absentee Ballots. MUNICIPALITY shall refer all requests for absentee ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for absentee ballots by telephone, mail, or in person. SOE also agrees to mail absentee & overseas ballots as requested by registered voters, receive and securely store any voted absentee ballots, verify the signatures on any returned voted absentee ballot certificates and to account for all absentee ballots.

*MUNICIPALITY shall provide adequate staff assistance for the opening and handling of absentee ballots during the counting process and shall coordinate a date for the opening and counting of such absentee ballots with SOE.

- SECTION 15. Transportation of Elections Equipment and Supplies. SOE will be responsible for delivery and pick up of any voting equipment. One day prior to Election Day, voting equipment will be delivered by SOE, or a third party representative of SOE. One day after Election Day, voting equipment will be picked up by SOE, or a third party representative of SOE. *MUNICIPALITY shall reimburse SOE, for any and all costs incurred for equipment delivery and pickup. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment. Municipality is not permitted to deliver any elections equipment.
- SECTION 16. Location and Storage of Voting Equipment. All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled and indoor room or facility. Once the voting equipment is delivered to a voting site or early voting site, no equipment shall be relocated without the prior written approval of SOE.
- SECTION 17. *Canvassing of Election Results. MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the canvassing board activities. MUNICIPALITY shall notice and advertise, as needed, the dates of any canvassing board meetings. MUNICIPALITY shall convene the canvassing board to determine which voted absentee ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct(s).
- SECTION 18. *Audits. MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.
- SECTION 19. *Post-Election Records Retention. SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

SECTION 20. Voter History. MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement but both parties agree to work toward recording voter history in a timely manner.

SECTION 21. Other Necessary Costs. Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts – Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorney's Fees and Costs - Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

SECTION 22. Hold Harmless Covenant. MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents, or employees, with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by SOE for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

SECTION 23. Entirety and Amendments. The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

SECTION 24. Effective Date. The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.

Signature

Signature

Bill Cowles

Name (Printed or Typed)

Name (Printed or Typed)

Orange County Supervisor of Elections

Title

Title

Date

Date

Witness Signature

Witness Signature

Witness Name (Printed or Typed)

Witness Name (Printed or Typed)

Backup material for agenda item:

2. Florida Hospital Apopka - Transportation Improvement Development Agreement

David Moon



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA
 ANNEXATION
 PLAT APPROVAL
X OTHER:

DATE: November 18, 2015
FROM: Community Development
EXHIBITS: Amended Transportation Agreement
Original Transportation Agreement

SUBJECT: FIRST AMENDMENT TO TRANSPORTATION IMPROVEMENTS
DEVELOPMENT AGREEMENT, ADVENTIST HEALTH SYSTEM/SUNBELT,
INC. DBA FLORIDA HOSPITAL APOPKA

Request: APPROVE FIRST AMENDMENT TO TRANSPORTATION IMPROVEMENTS
DEVELOPMENT AGREEMENT, ADVENTIST HEALTH SYSTEM/SUNBELT,
INC. DBA FLORIDA HOSPITAL APOPKA

SUMMARY

On November 19, 2014 City Council approved the Transportation Improvements Development Agreement with Adventist Health Systems\Sunbelt, Inc. This agreement addresses the required road improvements necessary to mitigate traffic impacts generated by the hospital. It also addresses optional improvements that enhance the roadway system near the replacement hospital. If the City requests Adventist Health Systems to implement an optional improvement, it would do so in exchange for transportation impact fee credits.

The proposed First Amendment to Transportation Improvements Development Agreement amends the process to implement the one of the optional transportation improvements – a round-about at the intersection of Ocoee-Apopka Road and Harmon Road (i.e., paragraph 3.b.i of the Transportation Agreement). This amendment is necessary to address the timing or schedule for the construction of the round-about and to acknowledge that this improvement is subject to Orange County government transferring jurisdictional control of Ocoee-Apopka Road over to the City of Apopka.

FISCAL IMPACT

The proposed First Amendment to the Transportation Improvements Development Agreement does not place any additional cost on the City. Road improvements addressed in the Transportation Improvements Development Agreement will either be funded by Adventist Health Systems, transportation impact fee credits or transportation impact fee funds, as defined within said agreement.

RECOMMENDATION

Approve First Amendment to the Transportation Improvement Development Agreement between the City of Apopka and Adventist Health Systems\Sunbelt, Inc.

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

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Borron J. Owen, Jr., Esquire
Gray Robinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
Phone: 407-843-8880

**FIRST AMENDMENT TO
TRANSPORTATION IMPROVEMENTS DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO TRANSPORTATION IMPROVEMENTS DEVELOPMENT AGREEMENT (the “**First Amendment**”) is made this ____ day of _____, 2015, by and among the **CITY OF APOPKA, FLORIDA**, a Florida municipal corporation, (the “**City**”) and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, (“**Florida Hospital**”).

RECITALS:

- A. The City and Florida Hospital have heretofore entered into that certain Transportation Improvements Development Agreement dated _____, 2015, and recorded in Official Records Book _____, Page _____, Public Records of Orange County, Florida (the “**Agreement**”); and
- B. The City and Florida Hospital have agreed to amend the Agreement, and now desire to set forth in writing the terms and conditions of their agreement.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Florida Hospital and the City agree as follows:

- 1. **Recitals.** The above Recitals are true and correct and are incorporated herein as material provisions of this Agreement.
- 2. **Non-Site-Related Road Improvement.** In accordance with and pursuant to subparagraph 3.b of the Agreement, provided the City takes over the jurisdiction of Ocoee-Apopka Road from Orange County, the City and Florida Hospital agree that the two-lane roundabout (designed to “urban” standards, subject to the City’s approval of design) at the intersection of Harmon Road and Ocoee-Apopka Road that is described in subparagraph 3.b(1) of the Agreement (the “**Roundabout**”) will be undertaken by Florida Hospital as part of the Initial Phase (subject to the City’s approval of design and estimated construction costs in accordance with a construction schedule to be provided by Florida Hospital to the City). The City and Florida Hospital also agree that the proportionate share (fair share percentage) of Florida Hospital for the Roundabout is eleven percent (11%). Additionally, in furtherance of the foregoing, and to facilitate connection of the Roundabout to the proposed eastward extension of Harmon Road, provided the City takes over the jurisdiction of Ocoee-Apopka Road from Orange County, prior to and as a condition of the City issuing a certificate of completion for the Roundabout, Florida Hospital shall donate to the City as right-of-way a portion of its real property over which such Harmon Road extension will be constructed by the City or by others at the direction of the City, as generally and conceptually depicted in **Exhibit “A”** attached hereto and made a part hereof.
- 3. **Notices.** The addresses of Florida Hospital set forth in paragraph 8 of the Agreement are

hereby restated as follows:

Florida Hospital: Jennifer Wandersleben
Hospital Administrator
Florida Hospital Apopka
201 N. Park Avenue
Apopka, FL 32703

With copies to: Tim Burrill
Vice President
Office of Design & Construction
Florida Hospital
1919 North Orange Avenue
Orlando, FL 32804

Borron J. Owen, Jr., Esq.
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

4. **Ratification.** The terms and provisions of the Agreement not herein modified are hereby ratified by the City and Florida Hospital and the same shall remain in full force and effect.

5. **Authority.** Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Amendment, that all acts, approvals, procedures, and similar matters required in order to authorize this Amendment have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Amendment by all parties, this Amendment shall be valid and binding upon the parties hereto and their successors in interest and assigns.

6. **Effective Date.** This Amendment shall become effective upon execution by all parties (the “**Effective Date**”).

7. **Recording.** Within fourteen (14) days after the execution of this Amendment by the parties, the City shall record this Amendment with the cost thereof to be borne by Florida Hospital.

8. **Informed Execution.** This Amendment is entered into voluntarily by Florida Hospital without duress and after full review, evaluation and consideration by Florida Hospital. Florida Hospital is represented by legal counsel, or alternatively, has been afforded an opportunity to retain legal counsel for review of this Amendment.

9. **Captions.** The captions or section headings of this Amendment are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Amendment.

10. **Consistency.** To the extent any of the provisions in this Amendment are inconsistent with, or are more specific than, the Agreement, this Amendment controls.

AGREED by the CITY COUNCIL of the CITY OF APOPKA, a Florida municipality, and ADVENTIST HEALTH SYSTEM/SUNBELT, INC., a Florida not-for-profit corporation, as of the Effective Date.

Signed, sealed and delivered in
the presence of:

“CITY”

Print Name: _____

By: _____
Name: _____
Mayor

Print Name: _____

Date: _____, 2015

ATTEST:

By: _____
Name: _____
City Clerk

Date: _____, 2015

APPROVED AS TO FORM AND LEGALITY for use and reliance by the City of Apopka, Florida
only:

By: _____
Name: _____
Title: _____
Date: _____, 2015

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2015, before me, the undersigned authority, personally
appeared _____, as _____ and by
_____, as _____ and are personally known to me
to be the Mayor and City Clerk of the City of Apopka, Florida, respectively, and acknowledged before me
that they executed the foregoing instrument on behalf of the City of Apopka, Florida, as its true act and
deed, and that they were duly authorized to do so.

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

☐ Personally known, or

☐ Produced Identification

Type of Identification Produced: _____

AFFIX NOTARY STAMP

Signed, sealed and delivered in
the presence of:

“FLORIDA HOSPITAL”

Print Name: _____

**ADVENTIST HEALTH SYSTEM/SUNBELT,
INC.,** a Florida not-for-profit corporation

Print Name: _____

By: _____
Name: _____
Mayor

Date: _____, 2015

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
2015, by _____, as _____ of **ADVENTIST HEALTH
SYSTEM/SUNBELT, INC.,** a Florida not-for-profit corporation, on behalf of the corporation and he was
duly authorized to do so.

AFFIX NOTARY STAMP

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

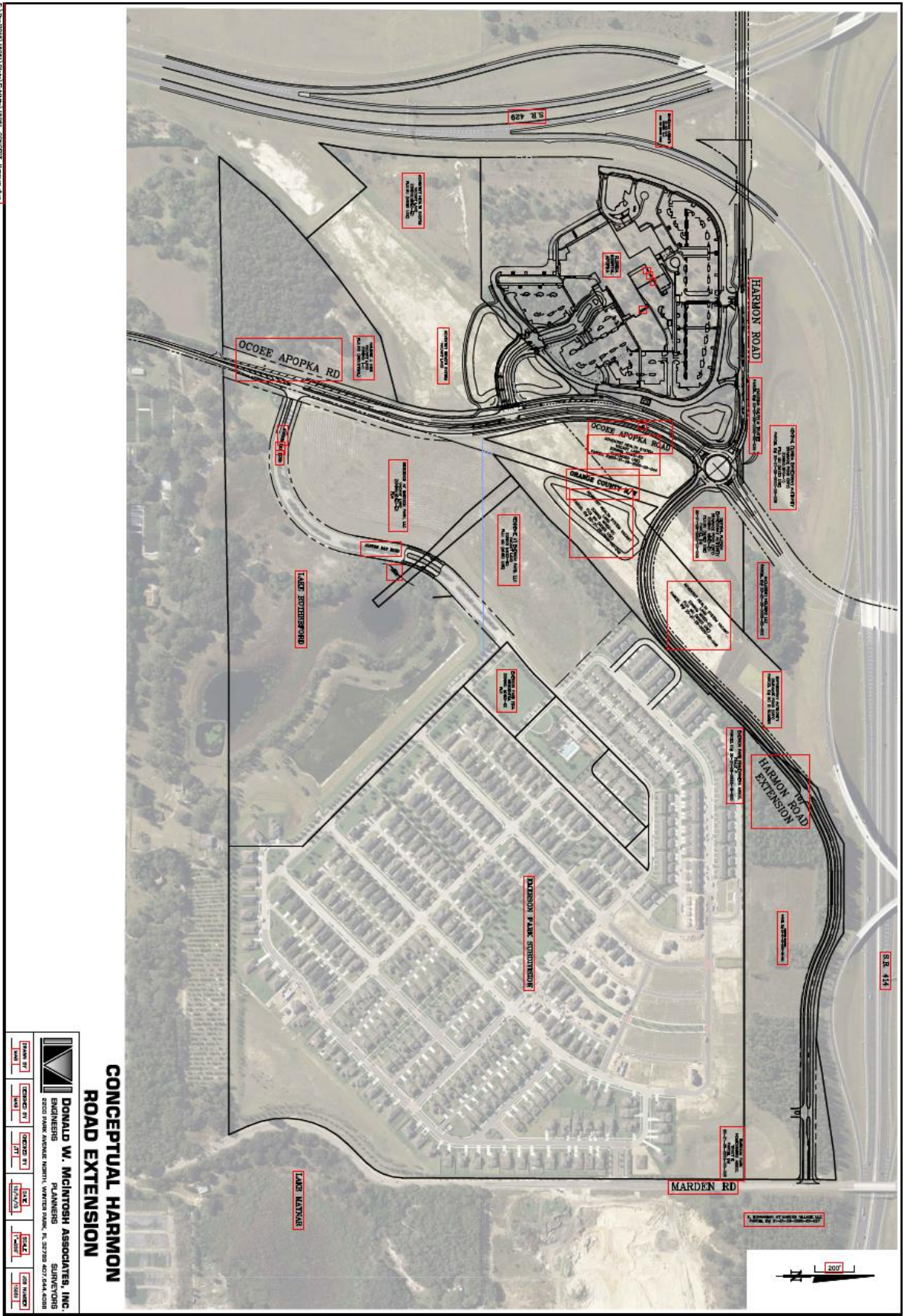
Commission No.: _____

☐ Personally known, or

☐ Produced Identification

Type of Identification Produced: _____

EXHIBIT “A”



**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Borron J. Owen, Jr., Esquire
Gray Robinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
Phone: 407-843-8880

TRANSPORTATION IMPROVEMENTS DEVELOPMENT AGREEMENT

THIS TRANSPORTATION IMPROVEMENTS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made this ____ day of _____ 2014, by and among the **CITY OF APOPKA, FLORIDA**, a Florida municipal corporation (the “**City**”) and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, (“**Florida Hospital**”).

RECITALS:

- A. Florida Hospital is the fee simple owner of that certain real property located in the City of Apopka, Orange County, Florida, being more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Subject Property**”); and
- B. This Agreement is attached as Exhibit “____” to City Ordinance _____ that approves and establishes the Planned Unit Development zoning for the Subject Property, and includes the master plan (the “**Master Plan**”) approved by the City for the Subject Property (the “**PUD**”); and
- C. Florida Hospital intends to develop a hospital, with ancillary uses, and a medical health care facility, collectively consisting of up to 200 hospital beds, with ancillary uses, and up to 200,000 square feet of medical office on the Subject Property (the “**Hospital Project**”) that is depicted and described in the Master Plan; and
- D. The City has determined that the Hospital Project is a critical component of the City in that it positively affects the City in many ways, including, without limitation, through the providing of health, wellness, emergency services and economic development, and elevating the health of the community; and
- E. Coincident with the approval of the PUD, the City has also approved the Preliminary Development Plan (the “**Development Plan**”) for the initial phase of the Hospital Project (the “**Initial Phase**”) that will consist of (i) a hospital facility containing approximately 400,000 square feet, of which approximately 105,000 square feet may be shell space for development of future additional hospital beds and ancillary uses (the “**Hospital Shell Space**”), (ii) up to eighty (80) certificated hospital beds, and (iii) approximately 80,000 square feet of medical office, of which approximately 40,000 square feet may be shell space for development of future medical office (the “**Medical Office Shell Space**”); and
- F. Florida Hospital shall comply with all provisions of the PUD and the Development Plan in the development of the Hospital Project, in addition to the conditions of any other development approvals or permits issued by the City; and
- G. Development of the Hospital Project remains subject to certain approvals by the City,

including, but not limited to, final development plan approval and issuance of building permits, certificates of occupancy, certificates of completion and approvals contemplated in the PUD and in the City's Land Development Code (the "**City Code**"); and

- H. Construction of certain road improvements is needed to accommodate Florida Hospital's development of the Hospital Project, and construction of certain other road improvements are reasonably proportional to the impacts of the Hospital Project; and
- I. Florida Hospital and the City agree, as more particularly set forth herein, that Florida Hospital, or its independent contractors, shall, in the case of the site-related road improvements described in subparagraph 3a hereafter, or may, in the case of the non-site-related road improvements described in subparagraphs 3b and 3c hereafter, design (subject to City approval), permit, install and construct the road improvements described hereafter in this Agreement; and
- J. Florida Hospital voluntarily agrees with the conditions, terms and restrictions herein contained, and has voluntarily agreed to their imposition as a condition to the development of the Subject Property; and
- K. This Agreement is a non-statutory agreement that is not subject to or enacted pursuant to the provisions of Sections 163.3220 through 163.3243, Florida Statutes; and
- L. The City and Florida Hospital now desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the road improvements, the development of the Hospital Project and the Subject Property, and other matters as provided for herein.
- M. Florida Hospital has cooperatively and actively participated in the City's preparation of the Ocoee Apopka Road Small Area Study (OAR SAS). Florida Hospital shall review and take into consideration recommendations and plans from the OAR SAS when proposing any amendments to the Development Plan and for any other development plans involving the Subject Property or any other parcels it owns within the OAR SAS. If the City proceeds with implementation of the OAR SAS, coordination and communication will continue to include Florida Hospital prior to any adoption of new development and zoning standards that may affect the Subject Property or other properties owned by Florida Hospital.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Florida Hospital and the City agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated herein as material provisions of this Agreement.

2. **City Approvals; Shell Space; Development after Initial Phase.** In addition to the requirements and obligations of Florida Hospital herein, the development of the Subject Property and the Hospital Project are subject to the PUD, the Master Plan, the Development Plan, City Code requirements, and other approvals and permits for the Hospital Project and Subject Property. The City acknowledges that the City has reserved sufficient traffic capacity for the entire Hospital Project, provided Florida Hospital constructs the site-related road improvements during the Initial Phase as described in

subparagraph 3a hereafter. Build out of the Hospital Shell Space and the Medical Office Shell Space will occur when Florida Hospital applies to the City for a building permit or permits requesting development of the same in accordance with the City's process and procedures. Further development of the Hospital Project after the Initial Phase will occur in one (1) or more additional phases by Florida Hospital applying to the City for review and approval of a development plan and a building permit or permits for each subsequent phase, as provided in the City Code.

3. **Road Improvements.** No part of this Agreement obligates the City to construct or fund any road improvement described herein. As part of Florida Hospital's construction of the Hospital Project, Florida Hospital, at its sole cost and expense, shall, in the case of the site-related road improvements described in subparagraph 3a hereafter, or may, in the case of the non-site-related road improvements described in subparagraphs 3b and 3c hereafter, design (subject to City approval), permit, install, and construct the following road improvements:

a. The following road improvements (i) will be required as part of the Initial Phase as the only required and necessary site-related improvements for the entire Hospital Project, (ii) are conceptually depicted in Exhibit "B" attached hereto and incorporated herein by this reference, (iii) are not eligible for transportation impact fee credits, and (iv) are subject to the City's approval of the design:

(1) Improve Harmon Road to twenty-four (24) foot cross-section with four (4) foot paved shoulders between Binion Road and S.R. 429 limited access right-of-way consistent with the existing section for Harmon Road under the S.R. 429 overpass (+/- 900 linear feet, estimated cost \$90,000.00).

(2) Improve Harmon Road to thirty-three (33) foot cross-section (two-lane road designed to "urban" standards, with a continuous turn lane each eleven (11) feet) from the east edge of the limited access right-of-way of S.R. 429 to Ocoee-Apopka Road (+/-1,100 linear feet, estimated cost \$250,000.00).

(3) Extend existing auxiliary southbound right turn lane (designed to "urban" standards) on Ocoee-Apopka Road at the Florida Hospital Main Entrance, as depicted in the Master Plan (estimated cost \$90,000.00).

(4) Add auxiliary northbound left turn lane (designed to "urban" standards) on Ocoee-Apopka Road at the Florida Hospital Main Entrance depicted in the Master Plan (estimated cost \$90,000.00).

(5) If approved by the City and a warrant is not required by Orange County, as applicable, install a strain pole traffic signal at the intersection of Ocoee-Apopka Road and Keene Road based on the current traffic lane configuration (estimated cost \$100,000.00).

(6) Provide a transit shelter and bus turnout bay pursuant to the standards of LYNX at the time LYNX provides a bus route to the Hospital Project. Relative to the design of the transit shelter, Florida Hospital shall select one (1) of LYNX's pre-designed transit shelters that is architecturally compatible with the Hospital Project, subject to the City's approval of the design. Florida Hospital shall be responsible for the maintenance of the transit shelter.

(7) Provide an eleven (11) foot wide multi-use trail along Florida Hospital's property frontage on Harmon Road, as depicted in the Master Plan (+/-1,100 linear feet, estimated cost \$31,000.00).

(8) Provide an eleven (11) foot wide multi-use trail along Florida Hospital's property frontage on Ocoee-Apopka Road from Harmon Road south to +/-190 feet south of the main entrance to the Hospital Project, as depicted in the Master Plan (+/-1,300 linear feet, estimated cost \$36,000.00).

b. The following non-site-related road improvements and road design (i) are not required for the Hospital Project, but any one (1) or more of them may be undertaken by Florida Hospital as part of the Initial Phase (subject to the City's approval of design, estimated construction costs and proportionate share in accordance with a construction schedule provided by Florida Hospital to the City, provided that the City and Florida Hospital shall agree, no later than final approval by City Council of the final Development Plan, upon which of these road improvements will be undertaken by Florida Hospital), (ii) are conceptually depicted in **Exhibit "C"** attached hereto and incorporated herein by this reference, and (iii) are listed below in order of priority from the highest to the lowest priority (references to estimated cost and proportionate share are estimates only and are subject to the City's review and approval):

(1) Construct a two-lane roundabout (designed to "urban" standards, subject to the City's approval of design) at the intersection of Harmon Road and Ocoee-Apopka Road (estimated cost \$750,000.00, estimated proportionate share (fair share percentage) of Florida Hospital – 11%). Florida Hospital shall be responsible for maintaining any and all landscaping, hardscaping and irrigation installed by Florida Hospital as part of the construction of the roundabout, unless such maintenance is assumed by the City or some other entity pursuant to a separate agreement with Florida Hospital. Relative to landscaping only, Florida Hospital shall be entitled to transportation impact fee credits for the value of landscaping that the City would typically install in a public right-of-way of this size and configuration. Nothing herein precludes the City from placing a gateway sign within the roundabout. No signage, structures, art, or fixtures shall be placed within the roundabout without the consent of the City.

(2) In the event the roundabout described in subparagraph (1) above is determined by the City, after consultation with Florida Hospital, to not be feasible or practicable, install & construct a mast arm signalization, with upgraded pavement treatments (pavers, decorative concrete, etc.), landscaping, hardscaping and irrigation, (designed to "urban" standards, subject to the City's approval of design) at the intersection of Harmon Road and Ocoee-Apopka Road (estimated cost \$500,000.00, estimated proportionate share (fair share percentage) of Florida Hospital – 11%). Florida Hospital shall be responsible for maintaining any and all landscaping, hardscaping and irrigation installed by Florida Hospital as part of the construction of the intersection, unless such maintenance is assumed by the City or some other entity pursuant to a separate agreement with Florida Hospital.

(3) Provided the City takes over the jurisdiction of Ocoee-Apopka Road from Orange County, provide to the City "private developer formatted" construction drawings, in accordance with City standards, of the design of the road improvements (designed to "urban" standards, subject to the City's approval of design) to widen Ocoee-Apopka Road from two lanes to four lanes (divided) from Emerson Park on the north to the S.R. 429

Interchange on the south (estimated cost \$275,000.00, estimated proportionate share (fair share percentage) of Florida Hospital – 11%).

(4) Subject to ability to obtain permits, add five (5) foot wide paved shoulders to Ocoee-Apopka Road in the vicinity of Keene Road from Emerson Park entrance on the north to the S.R. 429 interchange on the south where shoulders do not already exist (+/-2,250 linear feet) (estimated cost \$350,000.00, estimated proportionate share (fair share percentage) of Florida Hospital – 11%).

(5) Install a mast arm traffic signal at the intersection of Ocoee-Apopka Road and Boy Scout Road (estimated cost \$300,000.00, estimated proportionate share (fair share percentage) of Florida Hospital – 15.0%).

c. Additional non-site-related road improvements are not required for the Hospital Project, but may be undertaken by Florida Hospital as part of subsequent development phases after the Initial Phase, provided that during the approval of the preliminary development plan and the final development plan for each such subsequent phase, such improvements are identified by Florida Hospital, approved by the City, and the design, estimated construction costs and Florida Hospital's proportionate share thereof agreed to by the City, and this Agreement modified and amended to include any such additional road improvements.

d. The above road improvements shall include all signage and pavement and markings and all stormwater and other improvements and appurtenances related to and required therefore (all of the foregoing is referred to herein collectively as the "**Road Improvements**"). Unless otherwise agreed by the City, Florida Hospital shall control all aspects of the design, construction and installation of the Road Improvements, subject to right-of-way permit/use regulations and requirements of the City and other governmental agencies with jurisdiction, and Florida Hospital shall select and hire any necessary independent contractors. In connection with any of the Road Improvements for which Florida Hospital will be seeking transportation impact fee credits from the City, Florida Hospital shall competitively bid the projects for such Road Improvements in accordance with Florida Hospital's policies and procedures.

In connection with subparagraph 3a(5) above, if, as a result of the impacts of the Hospital Project within five (5) years after the issuance of the certificate of occupancy for the Initial Phase of the Hospital Project, there is sufficient demand to justify and support bus service (LYNX) to the Hospital Project, Florida Hospital shall be responsible for paying the costs, if any, of such bus service, and the City will have no obligations therefore. After such five (5) period after the issuance of the certificate of occupancy for the Initial Phase of the Hospital Project, if there is sufficient demand to justify and support bus service (LYNX) to the Hospital Project, Florida Hospital shall be responsible for paying its proportionate share of the costs, if any, of such bus service.

In connection with any of the Road Improvements constructed by Florida Hospital for the Initial Phase and each subsequent phase of the Hospital Project, Florida Hospital shall have the City Engineer inspect such Road Improvements according to an inspection schedule approved by the City at the pre-construction meeting for each such Road Improvement. Upon completion of each Road Improvement, Florida Hospital shall obtain a certificate of acceptance from the City Engineer for such Road Improvement, and as a condition precedent to receiving a certificate of completion, Florida Hospital shall execute and deliver to the City: (i) invoices for the construction costs of the Road Improvement, (ii) a one (1) year maintenance bond or irrevocable letter of credit in an amount equal to ten percent (10%) of the Road Improvement's construction costs (which includes, without limitation, the design, permitting,

installation, construction, testing and inspection related to the Road Improvement) as approved by City Engineer (the total costs for the Road Improvements is referred to herein as the (“**Road Improvements Construction Costs**”) and in a form approved by the City Attorney, (iii) the design engineer of record certification to the City that the Road Improvement has been completed in accordance with approved design plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor’s warranties, if any for the Road Improvement. No certificates of occupancy shall be issued for any part of the applicable phase of the Hospital Project until completion of the Road Improvements to be constructed by Florida Hospital for that phase, including the issuance of the certificate of completion by the City Engineer, execution and delivery of the bill of sale, and delivery of an acceptable maintenance bond or irrevocable letter of credit for such Road Improvements. The Road Improvements to be constructed by Florida Hospital for a particular phase of the Hospital Project shall be deemed completed upon Florida Hospital satisfying all of the conditions of this Section 3 (“**Road Improvements Completion**”). Upon the occurrence of Road Improvements Completion, the City will take over ownership, operation and maintenance of the portion of Road Improvements located within the City right-of-way, unless otherwise provided in this Agreement. To the extent any of the Road Improvements are to be constructed within the right-of-way of a governmental entity other than the City, Florida Hospital shall, at Florida Hospital’s sole cost and expense, obtain all approvals, permits and agreements, and satisfy all requirements and conditions necessary for, the design permitting, building, installation, construction, inspection, and testing required by such entity and satisfactory to the City; provided, however, notwithstanding the foregoing, the City agrees to assist Florida Hospital in obtaining any such approvals, permits and agreements from such other governmental entity or entities.

4. **Plan Approval.** The City shall have final approval of all plans, designs, and specifications for the Road Improvements identified in Section 3 above. Except as otherwise extended by the City, once Florida Hospital commences construction of the Road Improvements for a particular phase of the Hospital Project, such Road Improvements shall be completed no more than 540 days from the commencement of construction.

5. **Compliance with Law.** Nothing in this Agreement shall allow, or be construed to allow Florida Hospital, or its successors and assigns to avoid or delay compliance with any or all provisions of the City’s Comprehensive Plan, the City Code, City resolutions and other requirements pertaining to the use and development of the Subject Property.

6. **Indemnity.** Florida Hospital hereby indemnifies and holds the City and its elected and appointed officials, employees and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, attorneys’ fees (including trial and appellate fees), judgments, costs and experts’ fees, interest and all adverse matters in any way arising out of or relating to Florida Hospital’s and its officers’, employees’ and agents’ negligent acts, negligent omissions, negligence, negligent misrepresentation and default under this Agreement, or any combination thereof, arising from or related to Florida Hospital’s exercise of (or failure to exercise) the rights or obligations of Florida Hospital under this Agreement and for the risk assumed by Florida Hospital under this Agreement.

7. **Validity.** If any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Agreement shall continue in full force and effect.

8. **Notices.** Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and Florida Hospital at the following addresses, or at such other addresses designated in writing by the party to receive notice:

City: City Community Development Director
City of Apopka
120 E. Main Street
Apopka, FL 32704

With copy to: City Attorney
City of Apopka
120 E. Main Street
Apopka, FL 32704

Florida Hospital: Jennifer Wandersleben
Hospital Administrator
Florida Hospital Apopka
201 N. Park Avenue
Apopka, FL 32703

With copies to: Jody A. Barry, CCIM, MBA
Administrative Director
Strategic Property Development
Florida Hospital
550 East Rollins Street, 7th Floor
Orlando, FL 32803

Borron J. Owen, Jr., Esq.
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

9. **Attorney's Fees.** Except as expressly provided otherwise in this Agreement, in any lawsuit between the parties to this Agreement arising from this Agreement, each party shall bear their own respective attorneys' fees and costs.

10. **Entire Agreement.** This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings; written or oral, in effect between or among the parties related to the subject matter hereof.

11. **Interpretation.** None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

12. **Binding Effect and Successors.** This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors and assigns of all parties to this Agreement. Florida Hospital shall remain responsible for the performance of its obligations under this Agreement in the event of assignment of this Agreement and/or the conveyance or transfer of the Subject Property unless Florida Hospital obtains a written release from the City; such requested release will not be unreasonably withheld if Florida Hospital is not in default of this Agreement and the City has reasonable assurance that Florida Hospital's obligations hereunder will be satisfied by the proposed assignee of this Agreement and proposed owner of the Subject Property. In the event all obligations under this Agreement have been completed, no such approval from the City shall be required. Excluding the City, Florida Hospital and all transferees, transferor, grantees, grantors, assignees and assignors of Florida Hospital relating to the Subject Property are jointly and severally liable for Florida Hospital's obligations under this Agreement. The rights granted to Florida Hospital under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.

13. **Local Development Approvals and Permits.** Notwithstanding anything herein to the contrary, all development of the Hospital Project shall be in compliance with all applicable federal, state, county and municipal laws and ordinances, rules and regulations (including, but not limited to, the City's land development regulations, zoning requirements and comprehensive plan). Unless expressly authorized, provided or granted herein, nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development approval. Nor shall this Agreement be deemed to reduce, eliminate, derogate from or otherwise adversely affect any such approvals, permissions or rights. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City Code and subject to any conditions of approval thereof. Nothing in this Agreement shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of Florida Hospital's right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval.

Notwithstanding the foregoing, upon the approval of the City's Community Development Director, the City may issue a separate permit to Florida Hospital for site clearing and mass grading for the Initial Phase pursuant to a specific application therefore submitted by Florida Hospital after the City's approval of the Preliminary Development Plan, but prior to approval of the Final Development Plan.

14. **Rights-of-Way.** The City shall be under no obligation to condemn any right-of-way, easements or other property rights for the construction of the Hospital Project or for any of Florida Hospital's obligations provided for herein. However, the City agrees to cooperate with and assist Florida Hospital in obtaining any required consents and approvals from other governmental agencies that own real property affected by the Road Improvements.

15. **Transportation Impact Fees.**

- (a) All portions of the Hospital Project are subject to, and require payment of, the City's transportation impact fees prior to the time of obtaining each certificate of occupancy for construction of and/or build out of occupied/useable space within Hospital Project buildings and structures, subject to the provisions of this Agreement relative to transportation impact fee credits. With regard to the Hospital Shell Space and the Medical Office Shell Space, build out is subject to,

and requires payment of, the City's transportation impact fees prior to the time of obtaining each certificate of occupancy, subject to the provisions of this Agreement relative to transportation impact fee credits. Florida Hospital shall be entitled to transportation impact fee credits for the costs and expenses actually expended by Florida Hospital for those Road Improvements described in subparagraphs 3b and 3c of this Agreement, but only (i) to the extent that such costs and expenses are allowed by the City's Transportation Impact Fee Ordinance (Chapter 26 of the City Code), (ii) to the extent that such costs and expenses, along with all documentation therefore, are submitted to the City and such costs and expenses and documentation are reviewed and approved by the City as reasonable and consistent with the City's Transportation Impact Fee Ordinance (Chapter 26 of the City Code), and (iii) up to the amount such costs and expenses exceed Florida Hospital's proportionate share (fair share percentage) of the Road Improvements described in subparagraphs 3b and 3c actually constructed by Florida Hospital.

- (b) Notwithstanding anything in the City's Code, this Agreement and any other agreements or approvals, to the contrary, the amount of the transportation impact fee credits provided for in this Agreement shall not exceed the amount of the transportation impact fees assessed for development of the Subject Property. Further, transportation impact fee credits relating to the Subject Property and the Hospital Project are not transferable to or usable by any other property or project. The City shall not be responsible for providing any compensation or reimbursements concerning unused transportation impact fee credits obtained by Florida Hospital under this Agreement.
- (c) In connection with the calculation of the transportation impact fees and credits for the Hospital Project and each phase thereof, Florida Hospital may undertake and submit to the City for consideration an alternative transportation impact fee analysis in accordance with the provisions of the City's transportation impact fee ordinance.

16. **Permit Approvals.** Florida Hospital shall be responsible for providing to the City and obtaining any and all approvals and permits for the Road Improvements from all applicable governmental agencies or jurisdictions, including but not limited to, the St. John's River Water Management District ("SJRWMD"), Orange County, Central Florida Expressway Authority and the Florida Department of Environmental Protection ("FDEP").

17. **Authority.** Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest and assigns. Florida Hospital represents and warrants to the City that it is the fee simple owner of the Subject Property, free and clear of all encumbrances on the Subject Property, including, but not limited to mortgages and liens, but excluding real estate taxes for 2014 and beyond.

18. **Effective Date.** This Agreement shall become effective upon execution by all parties and the PUD becoming effective (the "**Effective Date**").

19. **Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by Florida Hospital or the City, the defaulting party shall be given thirty (30) days to cure such breach, default or violation upon receipt of written notice of the breach, default or violation from the non-defaulting party; provided, however, notwithstanding the foregoing, in the event any such breach, default or violation cannot reasonably be cured within such time period, the defaulting party shall have such additional time as necessary to cure such breach, default or violation, provided that the defaulting party (i) has commenced to cure such breach, default or violation during the initial thirty (30) day cure period, and (ii) takes those actions required to cure such breach, default or violation as soon as reasonably possible under the circumstances, but in any event within sixty (60) days after the expiration of the initial thirty (30) day cure period. In the event such breach, default or violation is not cured within said time period or time periods, Florida Hospital or the City, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law or in equity. Notwithstanding the foregoing, the City shall be permitted to, without notice, immediately withhold the issuance of, and revoke, certificates of occupancy, building permits and other permits and approvals associated with the Hospital Project in the event Florida Hospital fails to cure any breach, default or violation as described above.

20. **Amendment.** This Agreement may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the City and Florida Hospital.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida.

22. **Recording.** Within fourteen (14) days after the execution of this Agreement by the parties, the City shall record this Agreement with the cost thereof to be borne by Florida Hospital.

23. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

24. **Informed Execution.** This Agreement is entered into voluntarily by Florida Hospital without duress and after full review, evaluation and consideration by Florida Hospital. Florida Hospital is represented by legal counsel, or alternatively, has been afforded an opportunity to retain legal counsel for review of this Agreement.

25. **Time is of the Essence.** Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

26. **Captions.** The captions or section headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.

27. **Independent Parties.** The City and Florida Hospital are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize Florida Hospital to represent or bind the City to matters not expressly authorized or provided in this Agreement.

28. **Consistency.** To the extent any of the provisions in this Agreement are inconsistent with, or are more specific than, the PUD, this Agreement controls.

AGREED by the CITY COUNCIL of the CITY OF APOPKA, a Florida municipality, and ADVENTIST HEALTH SYSTEM/SUNBELT, INC., a Florida not-for-profit corporation, as of the day first written above.

[SIGNATURES ON NEXT PAGES]

Signed, sealed and delivered in
the presence of:

“CITY”

Print Name: _____

By: _____

Name: _____

Mayor

Print Name: _____

Date: _____, 2014

ATTEST:

By: _____

Name: _____

City Clerk

Date: _____, 2014

APPROVED AS TO FORM AND LEGALITY for use and reliance by the City of Apopka, Florida
only:

By: _____

Name: _____

Title: _____

Date: _____, 2014

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2014, before me, the undersigned authority, personally
appeared _____, as _____ and by
_____, as _____ and are personally known to me
to be the Mayor and City Clerk of the City of Apopka, Florida, respectively, and acknowledged before me
that they executed the foregoing instrument on behalf of the City of Apopka, Florida, as its true act and
deed, and that they were duly authorized to do so.

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

☐ Personally known, or

☐ Produced Identification

Type of Identification Produced: _____

AFFIX NOTARY STAMP

Signed, sealed and delivered in
the presence of:

“FLORIDA HOSPITAL”

Print Name: _____

**ADVENTIST HEALTH SYSTEM/SUNBELT,
INC.,** a Florida not-for-profit corporation

Print Name: _____

By: _____
Name: _____
Mayor

Date: _____, 2014

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____,
2014, by _____, as _____ of **ADVENTIST HEALTH
SYSTEM/SUNBELT, INC.,** a Florida not-for-profit corporation, on behalf of the corporation and he was
duly authorized to do so.

AFFIX NOTARY STAMP

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

☐ Personally known, or

☐ Produced Identification

Type of Identification Produced: _____

EXHIBIT "A"
(Subject Property)

That part of the South 1/2 of the Northwest 1/4 of Section 20, Township 21 South, Range 28 East, Orange County, Florida, lying Westerly of the Westerly line of the right-of-way of County Road 437A and the Westerly line of the limited access right-of-way of State Road 429, being part of Parcel 63-125, all as described in Stipulated Order of Taking recorded in Official Records Book 5460, Page 4796, Public Records of Orange County, Florida; and South of the Southerly line of Parcel 212 Part C, and East of the Easterly line of Parcel 212 Part B, as described in Amended Stipulated Order of Taking recorded in Official Records Book 8959, Page 3113, Public Records of Orange County, Florida.

EXHIBIT "B"

(Site-Related Road Improvements)



EXHIBIT "C"

(Non-Site-Related Road Improvements)

