

APOPKA CITY COUNCIL AGENDA
January 06, 2016 1:30 PM
APOPKA CITY HALL COUNCIL CHAMBERS

CALL TO ORDER

INVOCATION - Pastor Roger Simpson with Faith Fellowship Church.

PRESENTATION OF COLORS - Apopka Color Guard.

PLEDGE

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

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

APPROVAL OF MINUTES:

1. City Council Meeting December 16, 2015

PUBLIC/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Employee Recognition:

- ❖ Ten Year Service Award - Bonnie Smith – Community Development/Planning & Engineering
- ❖ Fifteen Year Service Award - Carie Von Bargaen, Fire Department/EMS

Presentations:

1. Alonzo Williams Park Architectural Presentation.

Glenn A. Irby

CONSENT (Action Item)

1. Sewer and Water Capacity Agreement for Poe Reserve, Phase 1.
2. Department of Corrections - Inmate work squad, Amendment #1 for Contract #WS961.
3. Approve the CCNA ranking & contract negotiation process.
4. Approval of the Apopka Chamber of Commerce Lease Renewal.
5. Execute MOU with the Center for Law Enforcement Technology & Training and Research, INC.
6. Authorize road closures for a Martin Luther King Parade - South Apopka Ministerial Alliance

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Resolution 2016-01 - Non-exclusive franchise for roll-off container collection and disposal of waste. Jay Davoll
2. Resolution 2016-02 - Support for Innovative Traffic Signal Technologies Pilot Project. Mayor Joe Kilsheimer

BUSINESS (Action Item)

1. Council
2. Public

MAYOR'S REPORT

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
January 07, 2016	5:30pm – 9:00pm	Food Truck Round Up
January 12, 2016	5:30pm – 6:00pm	Planning Commission Meeting
January 20, 2016	7:00pm –	City Council Meeting
February 04, 2016	6:00pm – 8:00pm	Apopka Visioning – Steering Committee Meeting
February 23, 2016	6:00pm – 9:00pm	Apopka Visioning – Community Consensus Meeting
March, 07, 2016	6:00pm – 8:00pm	Apopka Visioning – Steering Committee Meeting

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

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

CITY OF APOPKA

Minutes of the regular City Council meeting held on December 16, 2015, at 7:00 p.m., in the City of Apopka Council Chambers.

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

PRESS PRESENT: Teresa Sargeant - The Apopka Chief
Bethany Rodgers, Orlando Sentinel
Reggie Connell, The Apopka Voice

INVOCATION: Commissioner Ruth introduced James Delgado with Apopka High School, who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Kilsheimer said on December 19, 1776, Thomas Payne published *The Phamplet American Crisis*, pamphlet series, which is credited with inspiring George Washington's battle worn troops to victory just days after its publication. Following months of defeats and brutally cold weather, Washington worried that most of his army would return when their service contracts expired on December 31st. Payne's, message of perseverance arrived with little time to spare and General Washington commanded that the pamphlet be read aloud to the beleaguered troops. The message was well received and the newly inspired troops crossed the Delaware to defeat the Hessians and General Cornwallis in a series of battles from Christmas to January 2nd. He asked that everyone remember the bravery, courage, and dedication of those who fought to win the freedom of our Nation as he led in the Pledge of Allegiance.

APPROVAL OF MINUTES:

1. City Council meeting December 2, 2015.

MOTION by Commissioner Velazquez, and seconded by Commissioner Arrowsmith, to approve the December 2, 2015 City Council minutes. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

PUBLIC/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Presentations:

1. **Donation of \$2,500 presented to James Delgado on behalf of the Apopka High School Academic Consortium of Scholars.**

Mr. Delgado said the Academic Consortium of Scholars recognizes students for their academics just like the athletes are recognized. They are provided apparel items based on academics. He thanked the City for the donation and recognition.

2. Recognition of the Apopka High School Bowling team on their third consecutive year winning the state championships.

Mayor Kilsheimer read a proclamation recognizing the Apopka High School Bowling team for their third consecutive year of winning the state championship and presented each member with a medal.

3. Alonzo Williams Park Architectural presentation.

Glenn Irby, City Administrator, said the City is in the process of applying for a CDBG grant for \$750,000 and replacing the building at Alonzo Williams Park. At a recent Council meeting, staff was directed to contract with CH2M Hill to design a new community building, which is necessary to complete the grant application. He advised the architect will make a presentation and any recommended changes to the plans will be made and the final plans will be presented at the January 6, 2016 meeting.

Adam Dolsak, Architect with CH2M Hill, said they have worked collaboratively with city staff to develop the proposed design concept for Alonzo Williams Park. He reviewed renderings of the proposed community center with both on street and off street parking. The proposed building will have restrooms accessible from outside, as well as restrooms accessible from inside the building. There is a proposed covered drop off area, reading room, media room, community space, and concession room, as well as a reception area, study space, and office space. The building is designed to accommodate a maximum of 100 throughout the entire building.

Mayor Kilsheimer opened the meeting to public comment.

Pastor King said this has been a long time coming and asked consideration be given to making the walls moveable.

Ray Shackelford called upon the council to do a budget amendment and do the project now rather than waiting and utilize the grant when it comes.

Mayor Kilsheimer advised that the Federal Government grant process would not allow this.

Francina Boykin said this is a step in the right direction for two very historical people, Alonzo Williams who was the first black Commissioner of this community, and it being on the street of M.A. Board. She stated she was at the park on Sunday for the Christmas give away by Marvin Zanders Funeral Home, this being the first time she had ever entered the existing building for which she was disappointed and this is the right thing to do.

Isadora Dean commented on the floor plan and inquired if it would be possible to place a door in the reading room. She also suggested there be more than one exit.

Ray Shackelford reiterated doing a budget amendment for this project.

Mayor Kilsheimer said they will take all comments into consideration and there will be a

final presentation on January 6, 2016.

CONSENT (Action Item)

1. Approve the Disbursement Report for the month of November, 2015.
2. Authorize a \$1,500.00 donation from Law Enforcement Trust Funds to Central Florida Crimeline.
3. Authorize a \$2,500.00 donation from Law Enforcement Trust Funds to Harbor House of Central Florida.
4. Authorize the disposal of surplus equipment/property and removal of property from the Police department's inventory.
5. Authorize the presentation of service weapon to retiring police lieutenant John McConnell.
6. Authorize the purchase of one Bus through the Florida Department of Education School Bus Contract #2015-01.
7. Public Risk Management of Florida Health Trust & ING Employee Benefits Group Disclosure Agreement.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Dean to approve the 7 items on the Consent Agenda. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance 2467 – Second Reading – Small Scale Future Land Use Amendment. The City Clerk read the title as follows:

ORDINANCE NO. 2467

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” RURAL SETTLEMENT (0-1 DU/5 AC) TO “CITY” COMMERCIAL (0.6 FAR), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF CLARCONA ROAD, SOUTH OF WEST KEENE ROAD, COMPRISING 9.4 ACRES MORE OR LESS, AND OWNED BY TECHNOLOGY PROPERTY LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION by Commissioner Ruth, and seconded by Commissioner Arrowsmith to adopt Ordinance No. 2467. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. Ordinance 2468 – Second Reading – Change of Zoning. The City Clerk read the title as follows:

ORDINANCE NO. 2468

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” P-D (ZIP) TO “CITY” C-3 (WHOLESALE COMMERCIAL) (0.25 FAR) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF CLARCONA ROAD, SOUTH OF WEST KEENE ROAD, COMPRISING 9.4 ACRES MORE OR LESS, AND OWNED BY TECHNOLOGY PROPERTY LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

Mayor Kilsheimer advised this was a quasi-judicial hearing. The affected parties were sworn in.

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Ruth to adopt Ordinance No. 2468. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

3. Ordinance 2469 – Second Reading – Small Scale Future Land Use Amendment. The City Clerk read the title as follows:

ORDINANCE NO. 2469

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

Mayor Kilsheimer opened the meeting to a public hearing.

Pastor King shared information he had while visiting the property, showing photos of the notice of rezoning lying on the ground. In response to his inquiry as to how the community affected by this is notified, David Moon gave the requirements of the first and second hearings being advertised, the property is posted, and notices are mailed to residents' within 300 feet of the property. Pastor King expressed concern of this being changed from recreation to manufacturing and suggested the council vote no.

Alice Nolan said she went to the property and Pastor King spoke of her concerns. She saw the notice on the ground and thought it was trash. She stated in driving home, she saw a

large sign on Orange County property and suggested we have eye level signage when posting notices.

Francina Boykin said she has been speaking to residents in the area of the property being rezoned. She inquired if people in the County would have received notification, to which Mr. Moon responded in the affirmative, if they were within 300 feet of the parcel.

Lamar Hughley said he purchased his home in 1984 and was against this property. He said he was against the rezoning of this property. He affirmed he is a Pop Warner coach and there is a need for Parks and Recreation property. He urged the council to leave it the way it is and utilize it for children.

Ray Shackelford said he was amazed this is city property with the cement block and old tires stored on it. He said the city needed to take responsibility and clean this land. He stated while he was for jobs, he felt it to be unfair to place industrial in a neighborhood and may not be in the best interest of the people in the southern part of the city.

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

Commissioner Arrowsmith pointed out on the map that this property backs up to current industrial property and was contiguous to industrial. He stated there was residential to the east. When asking if this was within the boundaries of a HUB zone, Mr. Moon advised he did not have that information available this evening.

Discussion was held regarding the HUB zones and industrial land use. Also, Mr. Moon advised the city can place restrictions on the use.

Commissioner Dean affirmed he had a problem with this and the location. He said bringing in the jobs was fine, but it needed to be in another location.

Mayor Kilsheimer said all the views were well understood. He stated he supports this project.

MOTION by Commissioner Velazquez, and seconded by Commissioner Dean to table Ordinance No. 2469 to the January 20, 2016 meeting. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

4. Ordinance 2470 – First Reading – Change of Zoning.

ORDINANCE NO. 2470

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM PR (PARKS/RECREATION) TO I-1 (RESTRICTED INDUSTRIAL) (0.60 FAR) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF EAST CLEVELAND STREET, WEST OF SHEELER AVENUE, COMPRISING 9.95 ACRES MORE OR LESS, AND OWNED BY CITY OF APOPKA; PROVIDING FOR

**DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR,
SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

MOTION by Commissioner Arrowsmith, seconded by Commissioner Ruth to table Ordinance No. 2470 to the January 20, 2016 meeting. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

5. Ordinance 2471 – Second Reading – Change of Zoning. The City Clerk read the title as follows:

ORDINANCE NO. 2471

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” I-4 (ZIP) AND “CITY” I-1 TO PLANNED UNIT DEVELOPMENT (PUD/I-2); FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF HERMIT SMITH ROAD AND SOUTH OF HOGSHEAD ROAD, COMPRISING 19.4 ACRES MORE OR LESS, AND OWNED BY RAYNOR APOPKA LAND MANAGEMENT LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mayor Kilsheimer announced this was quasi-judicial. The affected parties were sworn in.

Mayor Kilsheimer opened the meeting to a public hearing.

Bobby Reid spoke, again expressing concern regarding the possibility of fire.

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

MOTION by Commissioner Ruth, and seconded by Commissioner Arrowsmith, to adopt Ordinance No. 2471. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

6. Ordinance 2466 – First Reading – Large Scale Future Land Use Amendment. The City Clerk read the title as follows:

ORDINANCE NO. 2466

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” RURAL, (0-1 DU/10 AC) TO “CITY” MIXED USE FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF PLYMOUTH SORRENTO ROAD, NORTH OF W KELLY PARK ROAD, COMPRISING 44.26 ACRES, MORE OR LESS AND OWNED BY DIANE

REID-GOOLSBY, DEBRA REID-WILBARGER & DANIEL JOSHUA REID C/O DIANE REID-GOOLSBY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

David Moon, Planning Manager, said this was a large scale land use amendment since it exceeds 10 acres. Following public hearings it will be transmitted to the state agency and they have 50 days to respond. Planning Commission and DRC both recommended approval.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to approve Ordinance No. 2466 at First Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

BUSINESS (Action Item)

1. Consideration of Agreement for Sale & Purchase of Specific Property Owned by the City.
This item was withdrawn.
2. Errol Estates land trade.

Mr. Irby advised by a previous owner and over a course of several months the Errol Estates' utility accounts became severely delinquent. At some point the golf course, common areas, and clubhouse were foreclosed and ownership reverted to the previous owner. This land swap is an attempt by the owner to satisfy the debt. The parcel is 11.22 acres and is located contiguous to Vick Road on the east side. Staff believes the trade would be worthwhile and requests direction to begin the process of transferring ownership/title of this property to the city.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Ruth to direct staff to execute the trade and removal of the liens. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

3. Council - There was no new or old business council.
4. Public

Nikki McGuire expressed concerns that her non-profit organization is not being supported by the City and provided a brief overview of the types of services the organization offers. She stated they've received donations from sponsors in and around the City however the City has not been willing to work with her.

Mayor advised that we will put her in touch with Dr. Jackson, the Neighborhood Services Coordinator regarding her request.

Ed Poirier thanked the Apopka Police Department for the recent Shop with a Cop event as well as the Fire Dept. for going beyond the call of duty. He expressed and reiterated his

concerns regarding the Apopka water.

Richard Wright spoke with regards to having lost his wife to cancer and expressed concerns of the water and if it could have been related.

Mayor Kilsheimer advised the city has had every test and consulted with the Department of Health and DEP and all tests have come back normal. He expressed condolences to Mr. Wright for his loss.

Ray Shackelford applauded the City's commitment to the budget as well as the efforts being made to ensure a successful Old Florida Outdoor Festival this year. He also commended Chief McKinley on his recent speech and applauded his efforts in seeking accreditation.

Young Kim commended Mayor Kilsheimer with his efforts in the visioning program but hopes that small businesses are not neglected in the process. He pointed out that America is founded on small businesses.

Jim Meadows stated that 6 months ago he stood here and presented proposal for community theater and wished to thank the Mayor, Council Members as well as staff, VFW, Apopka Chief and all local businesses and sponsors for making this all possible. He pledged to continue to bring entertainment to the City of Apopka.

MAYOR'S REPORT – Mayor Kilsheimer reported this past week was very festive with the Festival of Trees at City Hall, and the Christmas Parade was held on Saturday. The Winter Wonderland event was at Kit Land Nelson Park Saturday evening and there was a Bon Fire at Edwards Field. He stated the Festival of Trees raised \$6,000 and this will be divided between the Historical Society and AHA Players.

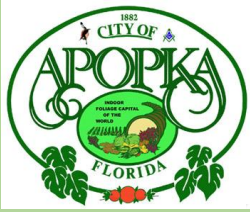
NOT REQUIRING ACTION: Mayor Kilsheimer announced having received a thank you letter to the City of Apopka Recreation Department from Birchmore Group.

ADJOURNMENT – There being no further business the meeting adjourned at 9:19 p.m.

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: January 6, 2016
FROM: Administration
EXHIBITS: Alternative "A"
Alternative "B"

SUBJECT: THE ALONZO WILLIAMS PARK COMMUNITY CENTER BUILDING DESIGN APPROVAL

Request: COUNCIL REVIEW AND APPROVE THE ALONZO WILLIAMS PARK COMMUNITY CENTER ARCHETECTURAL DESIGN PROPOSALS

SUMMARY:

CH2M Hill Engineers Inc., presented a design proposal to Council on 12/16/2015 (hereafter referred to as Alternative "A"). At that time several suggestions were made from the public, Council, and staff to be incorporated into the design. The estimated construction for Alternative "A" is \$974,000.

After reviewing the estimated construction cost CH2M Hill had been asked to provide a second alternative (hereafter referred to as Alternative "B") that focused on identified needs, incorporated suggestions made at the 12/16/2015 Council meeting, and aligned with the grant award amount. The estimated construction cost for Alternative "B" is \$750,000.

Both, Alternative "A" and "B" include:

- ❖ Covered drop-off and pick-up
- ❖ Indoor and outdoor bathroom access
- ❖ Community space
- ❖ Quite reading/study space
- ❖ Covered exterior space
- ❖ Office for staff
- ❖ Paved parking

The March 2016, closure date for the current grant cycle requires that we move quickly to complete the construction plans for their inclusion with the grant application.

FUNDING SOURCE:

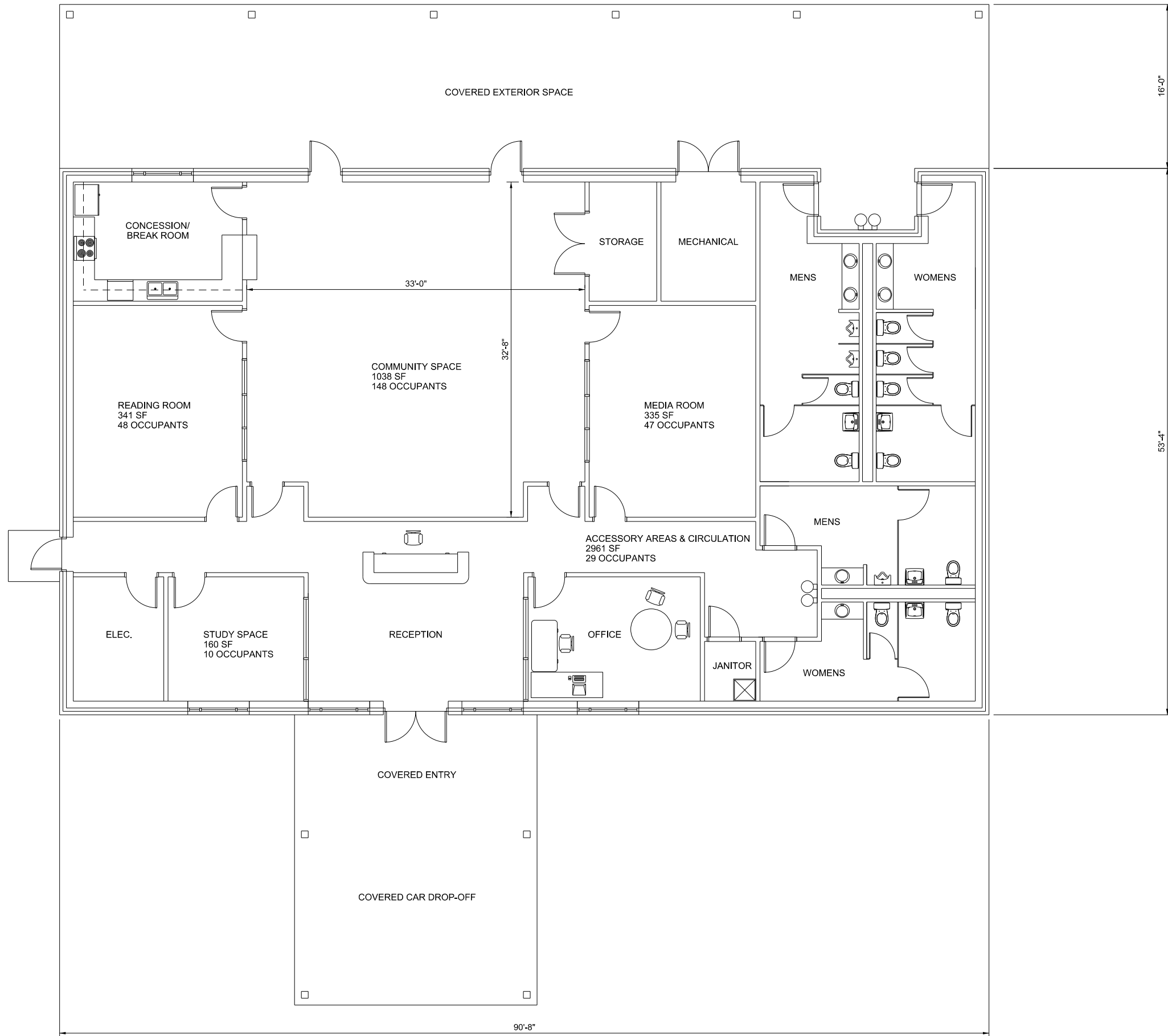
Community Development Block Grant (CDBG)
Community Redevelopment Fund 610-9950-515.3100

RECOMMENDATION ACTION:

Council select and approve a final design for the Alonzo Williams Park Community Park

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

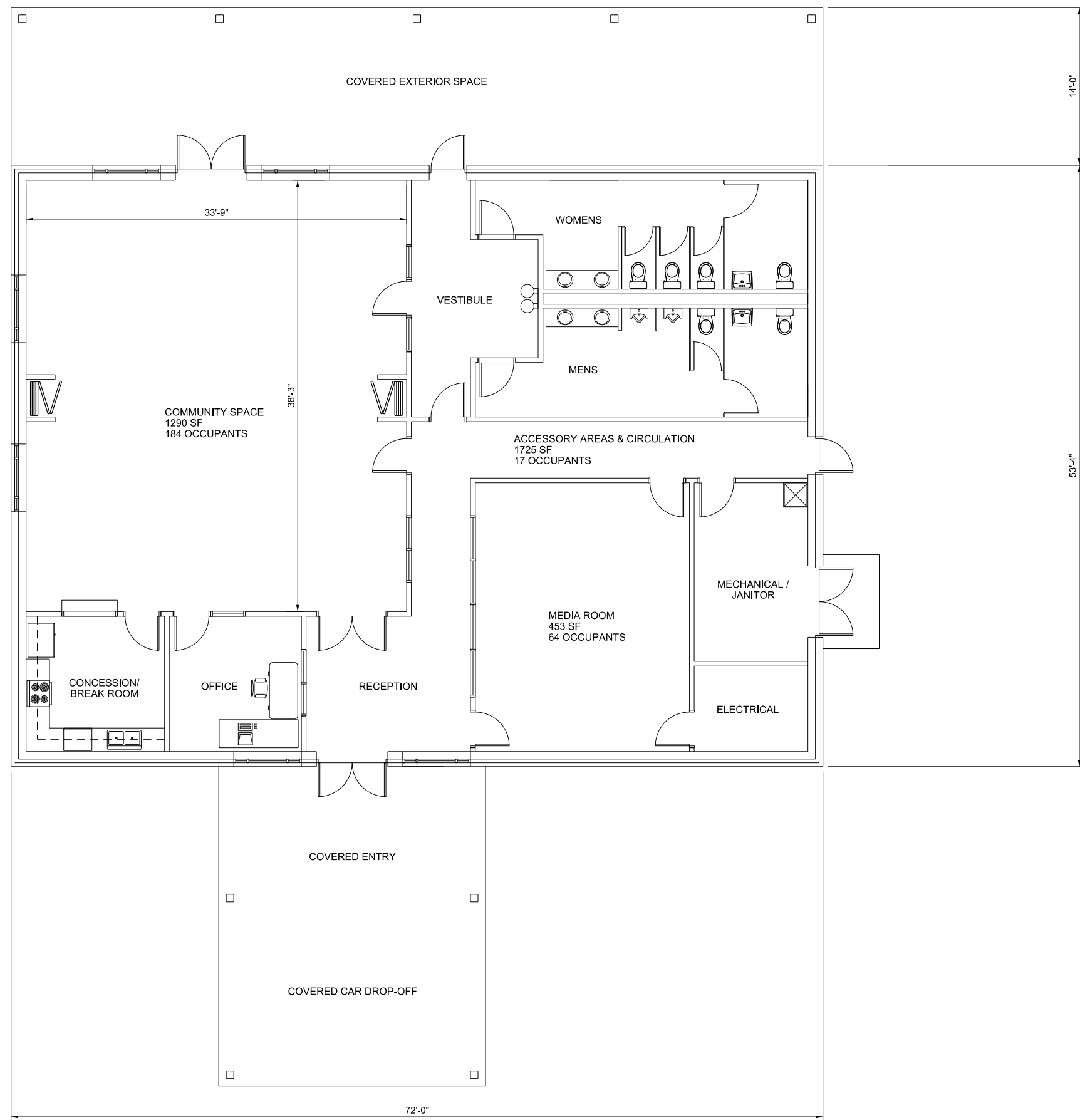


FLOOR PLAN EXHIBIT 5
3/16"=1'-0"

		ARCHITECTURAL		FLOOR PLAN	
		ALONZO WILLIAMS PARK COMMUNITY CENTER APOPKA, FL CITY OF APOPKA			
DATE	015	DESIGNER	DR	CHECKED-BY	APVD
PROJ	PROJ	NO.	DATE	REVISION	CHK
DWG	005	DSGN			
SHEET	X of X				
<p>1" = X'</p> <p>VERIFY SCALE</p> <p>BAR IS ONE INCH ON ORIGINAL DRAWING.</p>					
<p>REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL.</p> <p>© CH2M HILL 2015. ALL RIGHTS RESERVED.</p>					

1 2 3 4 5 6

A B C D



FLOOR PLAN ALTERNATIVE B
3/16"=1'-0"



ARCHITECTURAL
FLOOR PLAN

ALONZO WILLIAMS PARK COMMUNITY CENTER
APOPKA, FL
CITY OF APOPKA

DATE	015
PROJ. NO.	13
DWG. NO.	005
SHEET	X of X

SCHEMATIC

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CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: January 6, 2016
FROM: Community Development
EXHIBITS: Vicinity Map
Agreement

SUBJECT: POE RESERVE, PHASE 1 (13 LOTS)

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

SUMMARY:

The City's standard Sewer and Water Capacity Agreement has been prepared for Poe Reserve, Phase 1, located south of North Orange Blossom Trail, west of State Road 451.

FUNDING SOURCE:

Not applicable

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to execute the Sewer and Water Capacity Agreement for Poe Reserve, Phase 1.

DISTRIBUTION

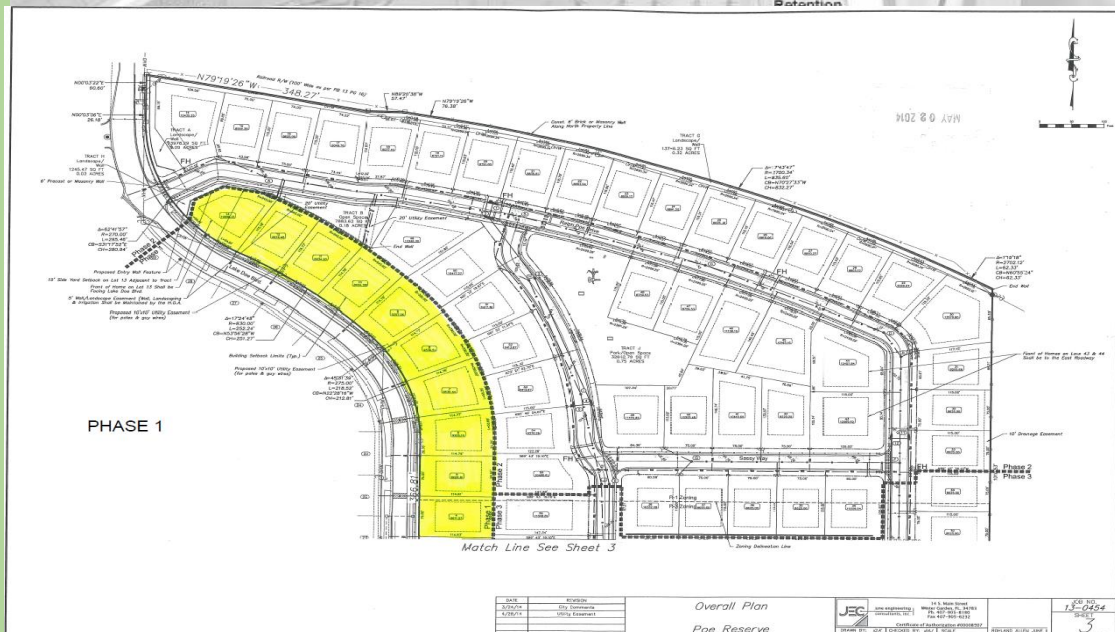
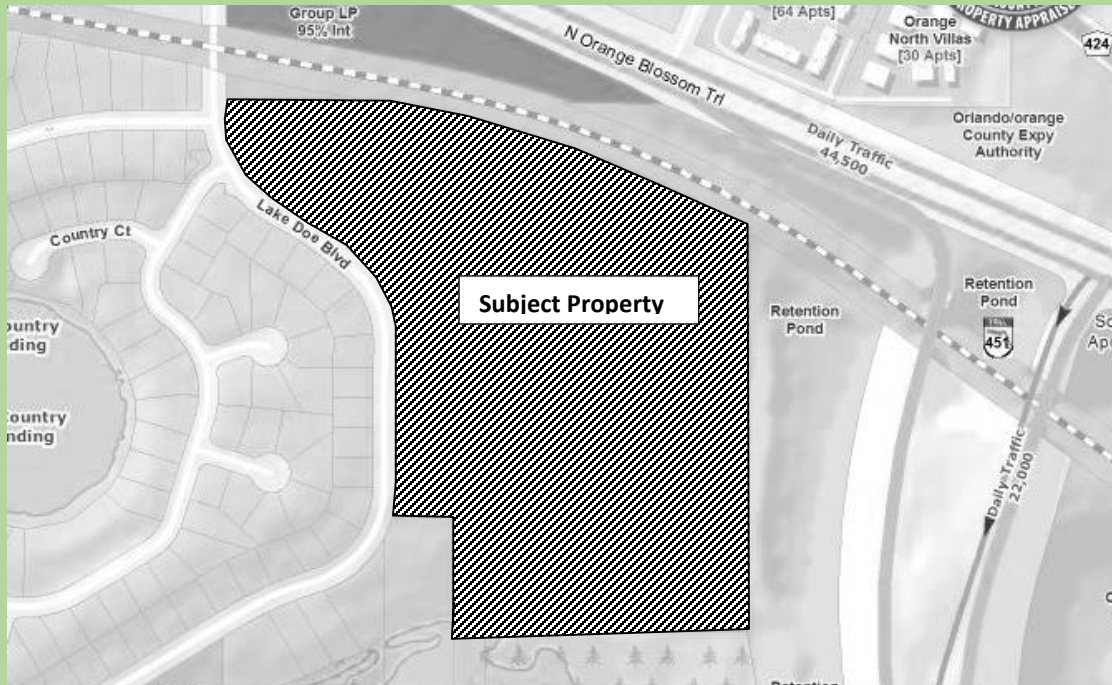
Mayor Kilsheimer
Commissioners (4)
City Administrator Irby
Community Dev. Director

Finance Director
HR Director
IT Director
Police Chief

Public Ser. Director
City Clerk
Fire Chief

Poe Reserve, Phase 1
 Owner: Poe Reserve, LLC
 5.33 +/- Acres

VICINITY MAP



SEWER AND WATER CAPACITY AGREEMENT

Poe Reserve Phase 1 (13 Lots)

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Compliance.

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

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

Section 2. Definitions.

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

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

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

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

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

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

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

Section 3. On-Site Installation.

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

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

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

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

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

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

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

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

Section 4. Off-Site Installation.

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

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

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

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

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

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

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

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

practices.

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

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

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

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

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

the rendering of service by Utility, Developer shall:

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

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

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

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

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

Section 5. Easement.

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

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

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

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

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

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

Section 7. Exclusive Right to Provide Service.

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

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

Section 8. Rates.

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

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

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

Section 9. Capital Facility Fees.

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

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

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

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

Total Water			
Capacity Committed in Gallons	No. Of ERU's Committed	Water Capital Facility Fee Per ERU	Facility Fee Due from Owner
5,200	13	\$2,021.00	\$26,273.00

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

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

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

Total Sewer			
Capacity Committed <u>in Gallons</u>	No. Of ERU's <u>Committed</u>	Sewer Capital Facility Fee <u>Per ERU</u>	Facility Fee Due from <u>Owner</u>
4,550	13	\$4,235.00	\$55,055.00

Section 10. Payment of Capital Fees.

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

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

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

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

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

It is also agreed by the parties that:

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

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

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

Section 11. Refund of Fee Paid.

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

Section 12. Recapture of Capacity.

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

Section 13. Maintenance Fees.

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

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

Section 14. Water System Tap Fee.

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

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

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

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

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

Section 15. Sewer Tap Fee and Other Charges.

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

Section 16. Miscellaneous Provisions Regarding Payments.

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

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

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

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

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

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

Section 17. Agreement to Serve.

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

The parties agree that the capacity needed to provide service to the Property is 5,200 gallons per day for potable water supply and 4,550 gallons per day for wastewater removal. Developer agrees that the number of units of development for which capacity

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

Section 18. Application for Service: Consumer Installations.

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

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

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

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

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

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

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

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

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

Section 19. Assurance of Title.

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

Section 20. Binding Effect of Agreement.

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

Section 21. Notice.

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

Poe Reserve, LLC

P.O. Box 770609

"Winter Garden, FL 34777-0609

With a copy to: _____

and if the Utility, at: City of Apopka
Utilities Department
Attn: Cindy Haynes
P. O. Box 1229
Apopka, FL 32704

Section 22. Laws of Florida.

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

Section 23. Cost and Attorney's Fees.

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

Section 24. Force Majeure.

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

Section 25.

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

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

Section 26.

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

Section 27. Construction.

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

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

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

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

Section 28.

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

Section 29.

Notwithstanding the gallonage calculations that could be made hereunder relative to

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

Section 30.

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

Section 31.

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

Section 32.

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

Section 33. Water Conservation Measures.

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

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

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

Section 34.

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

Section 35.

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

WITNESSES:

THE CITY OF APOPKA,
A Florida municipal corporation

Print Name

Glenn Irby
City Administrator

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

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

(NOTARY'S SEAL)

Notary Public

Print Name

Commission No. _____

WITNESSES:

[Signature]
Jeffrey A. Sedloff
Print Name

[Signature]
Christopher L. Kaminski
Print Name

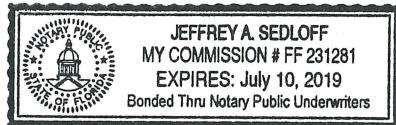
OWNER:

By: [Signature]
Rohland A. June
Manager
Title

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of November, 2015 by Rohland A. June, Manager (Name of officer or agent) of Poe Reserve, LLC (Name of corporation acknowledging), a Florida (state or place of corporation) Corporation, on behalf of the corporation. He/She/They is/are personally known to me or has produced (type of identification) as identification and did (did not) take an oath.

SEAL



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

Legal Description

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

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 8, THENCE RUN S00°03'06"W ALONG THE EAST LINE OF LAKE DOE BOULEVARD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 16 AND 17, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING A 60 FOOT PUBLIC RIGHT OF WAY, 26.18 FEET TO A CURVE CONCAVE TO THE NORTHEAST, BEING SAID EAST RIGHT OF WAY LINE; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 42°07'50", A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 198.53 FEET, A CHORD BEARING OF S21°00'49"E AND A CHORD DISTANCE OF 194.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THE FOLLOWING FIVE (5) COURSES ALONG SAID EAST RIGHT OF WAY LINE, BEING A CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTH ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 20°34'07", A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 96.93 FEET, A CHORD BEARING OF S52°21'47"E AND A CHORD DISTANCE OF 96.41 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 17°24'45", A RADIUS OF 830.00 FEET, AN ARC LENGTH OF 252.24 FEET, A CHORD BEARING OF S53°56'28"E AND A CHORD DISTANCE OF 251.27 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 45°31'39", A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 218.52 FEET, A CHORD BEARING OF S22°28'16"E AND A CHORD DISTANCE OF 212.81 FEET; THENCE RUN S00°17'33"W, 366.81 FEET TO A CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7°24'38", A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 35.57 FEET, A CHORD BEARING OF S03°59'52"W AND A CHORD DISTANCE OF 35.54 FEET TO A LINE 324.61 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 8; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S89°58'25"E, 117.18 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE RUN N00°16'41" E, 401.74 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 45°31'42", A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 309.90 FEET, A CHORD BEARING OF N22°29'09"W AND A CHORD DISTANCE OF 301.81 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°21'13", A RADIUS OF 945.00 FEET, AN ARC LENGTH OF 302.71 FEET, A CHORD BEARING OF N54°25'36"W AND A CHORD DISTANCE OF 301.42 FEET; THENCE RUN N79°21'10" W, 63.36 FEET; THENCE RUN S61°45'47" W, 51.77 FEET; THENCE RUN S10°46'54" W, 38.09 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH;

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

COMMENCE AT AFORESAID POINT "A" THENCE RUN S89°58'25"E ALONG THE AFORESAID LINE 324.61 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 8, 61.79 FEET TO A LINE 206.67 FEET EAST OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF LOT 1, COUNTRY LANDING, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGES 103-105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S00°17'33"W ALONG SAID LINE 206.67 FEET EAST OF LOT 1, 52.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE S00°17'33"W, 271.85 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8; THENCE RUN S89°58'25"E ALONG SAID SOUTH LINE, 426.01 FEET; THENCE RUN N00°14'22"E, 270.27 FEET; THENCE RUN N89°45'38"W, 425.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.335 ACRES MORE OR LESS.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 6, 2016
FROM: Public Services
EXHIBITS: Contract WS961
Amendment 1

SUBJECT: INMATE WORK SQUAD CONTRACT I - #WS961 AMENDMENT #1

Request: AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH THE DEPARTMENT OF CORRECTIONS

SUMMARY:

On February 4, 2015, the City Council approved Inmate Work Squad Contract I - #WS961, for one-year with the potential for a one-year extension. The contract will expire April 11, 2016. The attached contract amendment would allow for a one-year extension to expire on April 12, 2017. The cost will remain the same at \$57,497.00.

FUNDING SOURCE:

Funding is available in the six-cent Street Improvement Fund

RECOMMENDATION ACTION:

Authorize the Mayor to sign Amendment #1 for Contract #WS961 with the Department of Corrections for an inmate work squad.

DISTRIBUTION:

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

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF APOPKA

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

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**;
- adds **Section VII., I., Cooperation with Inspector General**; and
- replaces Addendum A with Revised Addendum A, effective April 12, 2016.

Original contract period: April 12, 2015 through April 11, 2016

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

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

A. This Contract began April 12, 2015 and shall end at midnight on April 11, 2017.

This Contract is in its final renewal year.

2. **Section VII., I., Cooperation with Inspector General**, is hereby added:

I. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

3. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective April 12, 2016.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

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

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

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

AGENCY: CITY OF APOPKA

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

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

SIGNED

BY: _____

NAME: **Kelley J. Scott**

TITLE: **Director, Office of Administration
Department of Corrections**

DATE: _____

SIGNED

BY: _____

NAME: **Kenneth S. Steely**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

**Revised Addendum A
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number WS961 Amd #1 Effective April 12, 2016**

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

		Per Officer Annual Cost	Total Annual Cost
Officers Salary	# Officer: Multiplier	1	
		\$ 54,194.00	** \$ 54,194.00
Salary Incentive Payment		\$ 1,128.00	\$ 1,128.00
Repair and Maintenance		\$ 121.00	\$ 121.00
State Personnel Assessment		\$ 354.00	\$ 354.00
Training/Criminal Justice Standards		\$ 200.00	\$ 200.00
Uniform Purchase		\$ 400.00	\$ 400.00
Uniform Maintenance		\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *		\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency		\$ 58,972.00	\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

	Number Squads	Total Annual Cost
	1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency		\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

**Revised Addendum A
 Inmate Work Squad Detail of Costs for City of Apopka
 Interagency Contract Number WS961 Amd #1 Effective April 12, 2016**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	\$4969.00		\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00	1	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency				\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
<u>\$0.00</u>

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
<u>\$57,497.00</u>

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
 (Total of Sections V. and VI.)**

<u>\$57,497.00</u>

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number WS961 Amd #1 Effective April 12, 2016

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 6, 2016
 FROM: Public Services
 EXHIBITS: Evaluated Scores

SUBJECT: PROFESSIONAL ENGINEERING SERVICES.

Request: APPROVE THE RANKING OF THE TOP FOUR FIRMS AND ALLOW STAFF TO NEGOTIATE A CONTRACT USING THE CCNA PROCESS; WHICH WILL BE BROUGHT BACK BEFORE THE CITY COUNCIL AT A LATER DATE FOR APPROVAL.

SUMMARY:

On November 30, 2015, the City received qualifications, data, and expressions of interest for Professional Engineering Services from the following firms.

Carollo, Engineers, Inc.	Stone Engineering Group, Inc.
CH2M Hill, Inc.	Tetra Tech, Inc.
CPH, Inc.	Wharton-Smith, Inc., Construction Group
Reiss Engineering, Inc.	Wright-Pierce Engineering

An Evaluation Committee consisting of the City Administrator, the Public Services Director and the Water Resources Operations Manager reviewed all of the qualifications and ranked the top four as follows:

1. Tetra Tech, Inc.	3. CH2M Hill, Inc.
2. Reiss Engineering, Inc.	4. Carollo, Engineers, Inc.

Staff is requesting to be authorized to negotiate a contract with Tetra Tech, Inc., using the Consultants Competitive Negotiation Act (CCNA). If an agreement cannot be negotiated, staff would then attempt to negotiate with the second firm and so on until an acceptable contract can be reached. The negotiated contract will then be brought back to the City Council at a later date for final approval.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

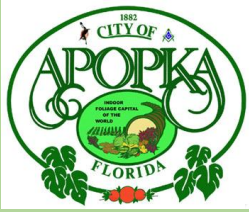
Approve the ranking of the top four firms and allow staff to negotiate a contract using the CCNA process; which will be brought back before the City Council at a later date for approval.

DISTRIBUTION:

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

RFQ 2015-10 Request for Qualifications for Professional Services
Evaluated Scores for Ranking

	Glenn Irby	Kevin Burgess	Jay Davoll		
Wright-Pierce Engineering	65	78	76	219	
Wharton-Smith Inc.	70	77	77	224	
Stone Engineering Group	52	78	73	203	
Reiss Engineering, Inc.	100	78	86	264	2nd
CPH	70	87	83	240	
CH2M Orlando	100	86	77	263	3rd
Tectra Tech	89	92	90	271	1st
Carollo	90	85	84	259	4th



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: January 6, 2016
FROM Administration
EXHIBITS: Lease

SUBJECT: APOPKA CHAMBER OF COMMERCE LEASE RENEWAL

Request: AGREEMENT TO RENEW THE LEASE AS PRESENTED

SUMMARY:

The City of Apopka owns the building currently used by the Chamber of Commerce. Use was allowed by written lease set to expire on January 19, 2016. The Chamber of Commerce has expressed a desire to continue use of the property for an additional five [5] years with automatic renewals of five [5] year extensions of time.

Following for Council review and consideration is the new lease. Staff has taken the liberty of inserting certain dates, such as the beginning and ending term of the lease. Automatic extensions are undated. Although the current lease is set to expire later in the month of January, the renewal anticipates a start date of January 7, 2016, the day after anticipated approval by the City Council.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approval of following lease with the Chamber of Commerce

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

LEASE

THIS LEASE, made and executed this 7th day of January, 2016, by and between the CITY OF APOPKA, the Lessor, hereinafter called the "CITY," of the County of Orange and State of Florida, and the APOPKA AREA CHAMBER OF COMMERCE, INC., the Lessee, hereinafter called the "CHAMBER," of the City of Apopka, County of Orange and State of Florida, which term shall include their heirs and assigns, executors, and administrators, wherever the context so requires or admits.

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

1. Premises:

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

100 FT. RUNNING EAST AND WEST, AND 150 FT. RUNNING NORTH AND SOUTH, WITH THE BEGINNING POINT AT THE NORTHEAST CORNER OF LOT 25, BLOCK "F," CHAMPNEY'S PORTION OF APOPKA, THENCE RUN WEST 100 FT., THENCE SOUTH 150 FT., THENCE EAST 100 FT., THENCE NORTH 150 FT. TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

The Leased Premises include the property grounds as depicted on Exhibit "A."

2. Term:

The Term of this Lease shall be for a period of five (5) years with a commencement and ending date of: January 7, 2016 – January 6, 2020. This Lease will automatically renew for successive five (5) year terms unless either party provides written notice of the party's intent not to renew this Lease at least ninety (90) before expiration of the current Term.

3. Rent:

CHAMBER shall pay to CITY for the term of this Lease, annual rent in the sum of One Dollar (\$1.00) per year.

4. Notice, Address:

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

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

5. Use of Premises:

- a. CHAMBER shall use and occupy the Leased Premises solely for use as a Chamber of Commerce office and for no other use, commercial or otherwise, unless agreed to in advance by CITY in writing. Any other use shall constitute a default under the terms of this Lease.
- b. The CHAMBER will not use or permit the “Leased Premises” to be used for any illegal or improper purposes, nor permit any disturbance, noise, or annoyance whatsoever, detrimental to the premises or to the comfort of its neighbors.

6. Insurance:

a. **Fire or Casualty.** The CHAMBER agrees to maintain fire or casualty insurance with extended coverage in an amount of not less than the replacement value of the building covered by this Lease. Such insurance shall be maintained at the CHAMBER’s sole expense and in favor of the CITY, payable to the City of Apopka.

- i. Said insurance policy shall be delivered promptly to the City Clerk when issued, it being understood, however, that all amounts collected on any such policy, in the event the building is damaged or destroyed, shall be available to the CHAMBER for reconstruction or repair, as the case may be, of any such building, fixtures, and improvements injured or destroyed, and shall be paid out by the CITY from time to time as the work of rebuilding, reconstruction or repair shall progress on bona fide architect’s certificates or builders’ estimates showing the application of the amount paid in such repair or reconstruction; provided however, if the insurance monies so collected shall be insufficient to restore or reconstruct said building so as to replace same in as good or better condition than prior to the casualty, or if CHAMBER shall desire to rebuild a larger building or improvements, the value of which shall exceed the amount received upon such policies, then the CHAMBER shall, before beginning to reconstruct such building and improvements, furnish to the city in advance of beginning work on same, a bond in a responsible surety company authorized to do business in the State of Florida, or a personal bond satisfactory to the CITY, in an amount equal to the additional value or additional cost of construction of such building and improvements, conditioned that such building and improvements shall be completed within nine (9) months from the giving such bond, and that said building and improvements shall, when finished, be free from any and all liens for labor or material furnished, in connection therewith. The building now situated upon the above-described property, in case of its destruction, must be replaced by a building of equal or greater value.

- ii. In the event the CHAMBER cannot begin the erection of a building in accordance with the terms and conditions hereof within nine (9) months after the destruction of the building situated on said premises, then the CHAMBER shall have the privilege of giving a bond in a responsible surety company authorized to do business in the State of Florida, or a personal bond satisfactory to the CITY, in a sum equal to the value of the building destroyed, conditioned that the CHAMBER will begin work of erecting said building within nine (9) months from the date of giving said bond, and will diligently and continuously prosecute said work of constructing said building to completion within nine (9) months from the date of beginning the such work, and will during said period fully comply with all terms of this Lease. In the event of the giving of said bond the time for the beginning of said work shall be extended for a period of nine (9) months from the giving of said bond. Said bond, however, must be given by the CHAMBER and accepted by the CITY within nine (9) months from the time of destruction of the building.

b. CHAMBER shall at all times and at CHAMBER's sole expense maintain commercial general liability insurance in accordance with the requirements set forth in Exhibit "B" attached hereto to this Lease.

c. If CHAMBER elects to make alterations and/or improvements to the building on the Leased Premises, then Chamber shall secure Special Perils Property Insurance with limits equal to, or greater than 80% of the Replacement Cost for the building on the Leased Premises. CHAMBER shall provide proof of same to City prior to entering into any contract for alterations and/or improvements to the building on the Leased Premises.

7. Indemnification:

CHAMBER agree to the fullest extent permitted by law and shall at all times indemnify, defend and hold the CITY harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which the CITY may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever and damage to or loss of or destruction of any property whatsoever, arising from, or in any way connected upon or at the Leased Premises, or the occupancy or use by CHAMBER of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or commission of the CHAMBER, CHAMBER's employees, customers, or other parties not under the direct supervision of the CITY. In case CITY shall be made a party to any claim or litigation for the death or injury to person or damage to or loss of property commenced by CHAMBER or anyone else against CITY arising out of the CHAMBER's use or occupancy of the Leased Premises, then the CHAMBER shall defend, indemnify and hold CITY harmless and shall pay all costs, expenses and reasonable attorney's fees of the CITY's attorney incurred or paid by the CITY in connection with such claim or litigation within thirty (30) days of receipt of any invoice pertaining thereto.

8. Taxes and Assessments:

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

9. Repair and Care of Premises:

Maintenance by CHAMBER. CHAMBER shall, at CHAMBER's own expense, keep and maintain the premises and appurtenances thereof, in good order and repair throughout the Lease Term and any extensions thereof. CHAMBER's responsibilities and expense incurred under this subparagraph for periodic maintenance and/or replacement shall include all of the following:

- i. CHAMBER will keep the entire exterior and interior of said building in good and substantial repair and clean condition.
- ii. CHAMBER will keep the interior of the Leased Premises clean and will store all refuse or trash in or on the Leased Premises in refuse containers provided by the CITY. Hazardous materials are not permitted anywhere on the Premises.
- iii. CHAMBER shall pay for maintenance of said building in keeping with adjacent land and buildings.
- iv. CHAMBER agrees that no trees are to be removed or trimmed without prior approval of CITY.
- v. CHAMBER shall pay for all utilities used and on said premises.
- vi. CHAMBER will permit the CITY, or its agents and/or employees, at all reasonable times, to enter the premises and view the condition thereof.
- vii. CITY will maintain all trees, grass, shrubs, and landscaping on the Leased Premises at CITY's own expense.

10. Alterations to Building

CHAMBER shall have full power and right to remove, tear down, destroy, or replace any part or all of said building on the premises herein described, or to materially alter or change the same, provided CHAMBER furnishes to the CITY, in advance before beginning said work, in addition to the specifications and design of the building which must be approved by the CITY before commencing work, a bond in a responsible surety company authorized to do business in the State of Florida, or a personal bond satisfactory the CITY, in an amount equal to the value of the building or improvements sought to be taken down, removed, destroyed or materially altered, with another of equal stability and value, free from any and all liens of labor or material, by beginning

such replacement within six (6) months from the date of said bond, and will diligently and continuously prosecute said work to completion within nine (9) months from the date of the destruction of the building then standing on the premises. Tearing down or destroying the building situated on the above-described property before giving the bond as above required, shall be a trespass both civil and criminal, and may be restrained by injunction, and shall also subject the CHAMBER to an action for damages, and at the option of the CITY, shall immediately terminate this lease. For purposes of this section, said value of the building shall be determined by at least two and not more than three competent appraisal firms.

11. Compliance with Laws and Regulations:

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

12. Assignment and Subletting:

- a. Assignment.

CHAMBER shall not assign this Lease without first securing City Council's written consent. Consent shall be in the sole discretion of City Council. The consent of City Council to any assignment shall not constitute a waiver of the necessity for such consent to any subsequent assignment.

- b. Subletting.

CHAMBER shall not sublet all or any part of the Leased Premises without first securing City Council's written consent. Consent shall be in the sole discretion of City Council.

13. Redelivery of Premises:

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

Upon the expiration of this Lease, all buildings, fixtures and permanent improvements placed upon the above-described property shall become the property of the CITY, and thereupon CITY shall be entitled to the immediate possession of same.

14. Remedies for Failure to Pay:

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

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

15. Remedies for Breach of Agreement:

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

16. Termination:

The CITY shall have the right to terminate this Lease upon six (6) months notice to the CHAMBER, during the term of this Lease.

17. Entire Agreement:

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

18. Mediation:

This Lease Agreement shall be governed by the laws of the State of Florida. All controversies, claims, and disputes between the parties arising out of, or related to the Agreement or the breach or interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the City of Apopka. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The City shall retain the mediator and schedule the mediation within thirty (30) days of sending or receiving the written notice, or

on a date agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

19. Attorney's Fees; Costs; Venue:

In the event that either party hereto shall bring an action or proceeding for an alleged breach of any provision of this Lease, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Lease, the parties hereby irrevocably consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Orange County.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, CITY and CHAMBER have executed this Lease as of the day and year and first above written.

Signed, sealed and delivered
In the presence of:

CITY:
CITY OF APOPKA

Attest:

Joe Kilsheimer, Mayor

Linda F. Goff, City Clerk

APPROVED BY APOPKA CITY COUNCIL
ON January 6, 2016

**STATE OF FLORIDA
COUNTY OF ORANGE**

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

WITNESS my hand and official seal, this 7th day of January, 2016.

Notary Public Signature

Print name

Commission Number

Signed, sealed and delivered
In the presence of:

CHAMBER:

By: _____

Its: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

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

WITNESS my hand and official seal, this ____ day of _____, 20__.

Notary Public Signature

Print name

Commission Number

EXHIBIT "A" – Leased Premises Property Grounds

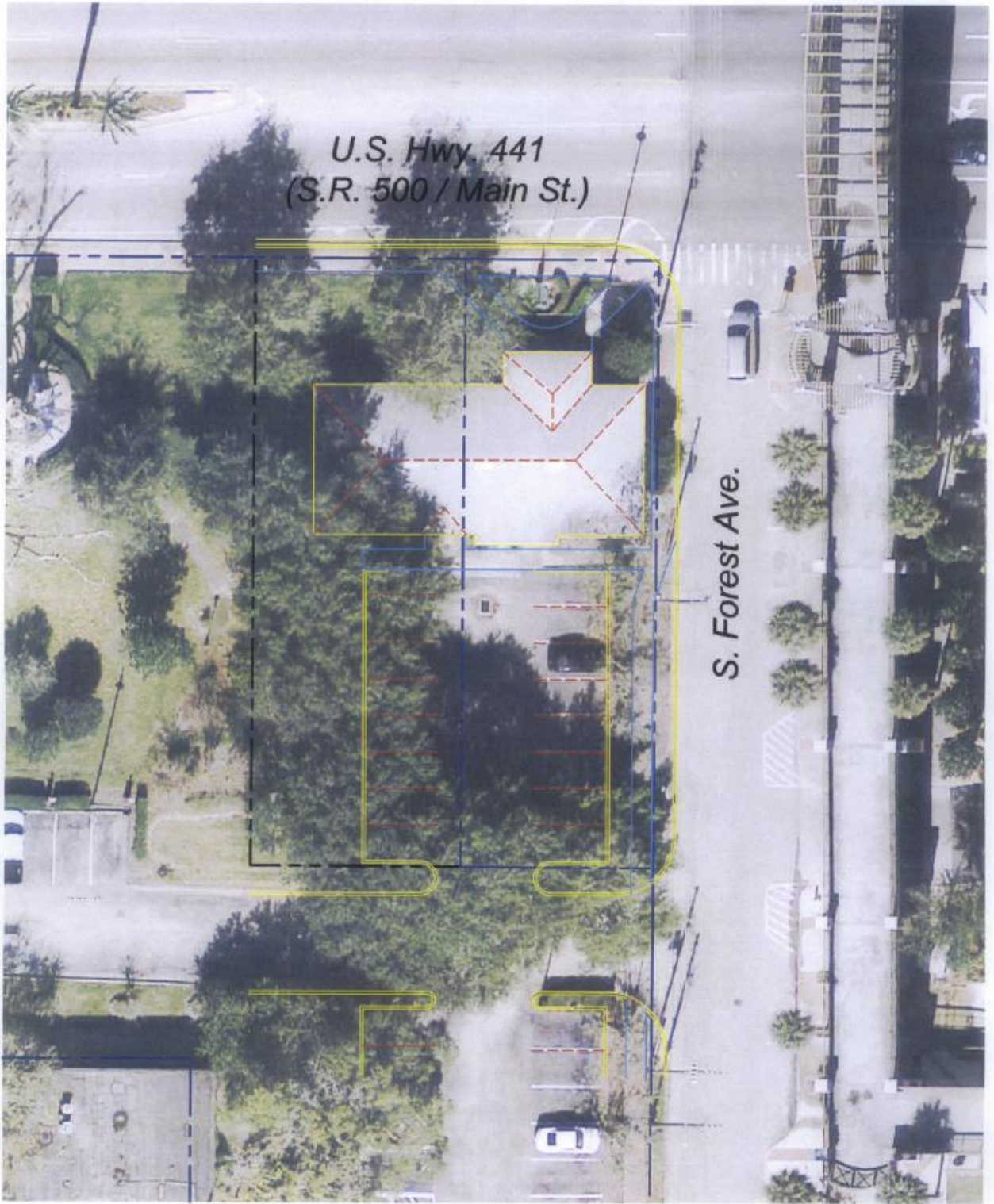
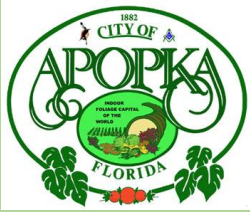


EXHIBIT “B” – Commercial General Liability Insurance

Lessee shall carry Commercial General Liability with limits equal to, or greater than:

Each Occurrence Limit:	\$1,000,000
Damage to Premises Rented to You Limit – Any One Premises:	\$300,000
Medical Expense Limit – Any One Person:	\$5,000
Personal and Advertising Injury Limit:	\$1,000,000
General Aggregate Limit:	\$2,000,000
(Other than Products-Completed Operations)	
Products-Completed Operations Aggregate Limit:	\$2,000,000

- Coverage must be on an occurrence basis.
- City of Apopka must be named as Additional Insured.
- City of Apopka must be provided with 30 days notice of cancellation, lapse and/or non-renewal, except 10 days for non-payment of premium.
- Coverage must be on a primary & non-contributory basis with any other valid and/or collectible coverage.
- Carrier must waive their right of recovery from the City of Apopka.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 6, 2015
 FROM: Police Department
 EXHIBITS: MOU

SUBJECT:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTER FOR LAW ENFORCEMENT TECHNOLOGY, TRAINING & RESEARCH, INC. AND THE APOPKA POLICE DEPARTMENT.

Request:

AUTHORIZE THE POLICE CHIEF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CENTER FOR LAW ENFORCEMENT TECHNOLOGY, TRAINING & RESEARCH, INC. IN ORDER TO WORK COOPERATIVELY AND SHARE CRIMINAL JUSTICE INFORMATION.

SUMMARY:

The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) has been formed through the efforts of the University of Central Florida and Florida law enforcement agencies. The primary purpose of LETTR is to consolidate intellectual property (specific criminal justice information) to be used with the Florida Integrated Network for Data Exchange (FINDER). The FINDER system is a multi-agency database that allows member law enforcement agencies to query other member’s reports and law enforcement information for investigative purposes. Since many Central Florida agencies are on different data platforms, LETTR provides the department technical support to ‘parse’ agency data so it may be distributed to, and used within, the FINDER system. This Memorandum of Understanding protects public records, ensures compliance with U.S. Department of Justice Criminal Justice Information Security Policies, and identifies performance measures.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Allow the police chief to execute the MOU on behalf of the Department.

DISTRIBUTION

Mayor Kilsheimer
 Commissioners (4)
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between the Center for Law Enforcement Technology, Training & Research, Inc., a not-for-profit Florida corporation with principal offices located at:

The Center for Law Enforcement Technology, Training & Research, Inc.
3452 Lake Lynda Drive, Suite 190
Orlando, FL 32817
(407) 545-3730

hereinafter referred to as "LETTR" and the:

Apopka Police Department
112 East Sixth Street
Apopka, FL 32703

Law Enforcement Point of Contact: MICHAEL L. MCKINLEY

Contact Phone: 407-703-1789

Contact email: MMCKINLEY@APOPKA.NET

Information Technology Point of Contact: _____

Contact Phone: _____

Contact email: _____

hereinafter referred to as "AGENCY."

A. The Center for Law Enforcement Technology, Training & Research, Inc.

The Center for Law Enforcement Technology, Training & Research, Inc. (LETTR) has been formed through the efforts of the University of Central Florida (UCF) and Florida law enforcement agencies, and/or their current or former employees or appointees, comprising the Florida Law Enforcement Data Sharing Consortium ("Consortium").

The primary purpose for LETTR's formation was to consolidate resources and intellectual property associated with the Florida Integrated Network for Data Exchange and Retrieval (FINDER). FINDER is an information sharing system built over a several-year period through the cooperative effort of Florida law enforcement agencies and UCF.

B. Purpose of this MOU

The purpose of this MOU is to provide for uninterrupted FINDER service to the AGENCY for the period of October 1, 2015, through September 30, 2016.

C. Performance under this MOU by LETTR

For the period of this MOU, LETTR agrees to:

1. Provide technical support for versions of the FINDER application that are deployed to AGENCY during the period of this MOU.
2. Develop and/or upgrade or modify “parsers” necessary to ensure connectivity between AGENCY and the FINDER system.
3. To the extent permitted by LETTR’s resources as determined by LETTR in its sole discretion, with due consideration to any recommendations by the Consortium, LETTR will develop and deploy enhancements to the FINDER system that address public safety needs.
4. To the extent permitted by LETTR’s resources as determined by LETTR in its sole discretion, with due consideration to any recommendations by the Consortium, LETTR will assist AGENCY with information sharing needs that may or may not be directly related to FINDER.
5. LETTR has entered an Agreement with the Consortium that provides membership on the Consortium’s Steering Committee for agencies executing this MOU.
6. Public Record of Agreement
 - a. The Center for Law Enforcement Technology, Training & Research, Inc. shall retain all public records to comply with Florida Public Records laws, Chapter 119 of the Florida Statutes, specifically to: (1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. Failure to comply with the Public Records disclosure shall result in this Agreement being terminated immediately upon delivery of written notice of termination to the Center for Law Enforcement Technology, Training & Research, Inc.
 - b. The Public records and their retention schedules are defined in Chapter 119, Florida Statutes.

D. Performance under this MOU by AGENCY

For the period of this MOU, AGENCY agrees that:

1. AGENCY’s use of FINDER is contingent on the AGENCY retaining authorized access to Florida’s Criminal Justice Network (CJNet). The AGENCY’s access to CJNet is governed through a Criminal Justice User Agreement between the AGENCY and the Florida Department of Law Enforcement (FDLE).
2. AGENCY’s use of FINDER must follow, where applicable, the Requirements established in the CJNet User Agreement. These requirements include, but are not limited to:

- a. Use of the FINDER system is restricted to the administration of criminal justice or as otherwise specifically authorized or required by law.
 - b. It is the responsibility of the AGENCY to ensure access to FINDER is for authorized purposes only, and to regulate proper use of the network and information at all times.
 - c. The AGENCY will allow only their properly screened, authorized personnel performing a criminal justice function to have access to information contained within the FINDER system. AGENCY is only authorized to provide FINDER access to their personnel and not to personnel of any other agencies.
 - d. The AGENCY will disseminate information derived from FINDER only to criminal justice agencies and only for criminal justice purposes. Criminal justice purposes include criminal justice employment screening.
3. AGENCY must follow the current U. S. Department of Justice Criminal Justice Information Security Policy. The current version is 5.3 dated: August 4, 2014, CJISD-ITS-DOC-08140-5.3.
 4. AGENCY's use of FINDER must follow specific requirements that were developed by LETTR in conjunction with the Florida Law Enforcement Data Sharing Consortium. These requirements are:
 - a. The AGENCY shall permit a LETTR appointed inspection team to conduct inquiries with regard to any alleged or potential security violations, as well as for routine audits.
 - b. To the extent provided by law, the AGENCY agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through FINDER.
 - c. LETTR is not responsible for the acquisition, maintenance, operation or repair of, or supplies or software licensing for, workstations or servers; nor for AGENCY's personnel costs related to the use of FINDER.
 - d. Any request to the AGENCY pursuant to Chapter 119, F.S. for information from the FINDER system will be forwarded to the law enforcement agency that is the original contributor of the information to the FINDER system. Any request to the AGENCY pursuant to Chapter 119, F.S., for information obtained from another from the FINDER system will be treated as exempt pursuant to Section 119.071(2)(c)2.a. It is understood and acknowledged, however, that to the extent the AGENCY is required to disclose any documents or related information pursuant to Chapter 119, F.S., nothing herein shall prohibit it from so doing.
 - e. An Agency reporting or classifying an individual as a criminal gang member, criminal gang associate, sexual predator, sexual offender or any other type of offender or defined association within FINDER is solely responsible to ensure the individual meets all Florida statutory requirements.

E. Liability

1. AGENCY understands that LETTR, its officers, and employees shall not be liable in any claim, demand, action, suit or proceeding including, but not limited to, any suit in law or in equity for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions or detrimental reliance of the personnel of the AGENCY in entering, removing or relying upon information transmitted through FINDER.

2. To the extent provided by law, the AGENCY agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through FINDER. Nothing herein shall be construed to be a waiver of sovereign immunity.
3. To the extent provided by law, LETTR agrees to be responsible for the negligent acts or omissions of its personnel arising out of the programming or involving any information contained in or entered into or through FINDER.
4. LETTR acknowledges that it has the right to conduct the foregoing services and, to the best of its knowledge, the activities hereunder do not conflict with any duties or obligations of LETTR to any other agency, entity or third party. LETTR makes no representations or warranties, expressed or implied, regarding its performance under this MOU including, but not limited to, the marketability, use or fitness for any particular purpose of the services or non-infringement of rights pursuant to the provision of services under this MOU. LETTR is not liable for any direct, indirect, consequential, special or other damages suffered by AGENCY as a result of AGENCY's use of LETTR's services unless there is a showing of gross negligence or willful misconduct on behalf of LETTR.

F. Patents, Copyrights, Intellectual Property

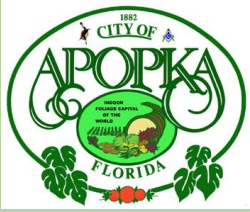
1. Except to the extent that other provisions are made by law or governing administrative authority, ownership of patents, copyrights, software or intellectual property of any type that result from LETTR's performance under this MOU including, but not limited to, all FINDER applications, upgrades, and parsers, will remain with LETTR.
2. AGENCY shall have a nonexclusive, nontransferable, non-commercial, royalty-free license, without right to sublicense, for the effective period of this MOU for the FINDER software application and all software developed by LETTR on AGENCY's behalf.
3. LETTR agrees to safeguard any confidential material and data supplied to it by AGENCY to the same extent it safeguards its own and in accordance with State law.

G. Termination

1. Either Party may terminate this MOU at any time by giving ninety (90) days written notice to the other party. If termination is exercised by AGENCY, LETTR shall not refund any monies previously paid to LETTR by AGENCY or on AGENCY's behalf.
2. LETTR may terminate this MOU immediately, without advance notice, in the event AGENCY breaks any obligation hereunder. LETTR shall not refund any monies previously paid to LETTR by AGENCY or on AGENCY's behalf.
3. Upon termination of this MOU for any reason, AGENCY's license in and to FINDER applications and related intellectual property shall immediately cease.

H. Payment

In consideration for the services provided during the term of this MOU, AGENCY agrees to pay a single payment of ~~\$2,500.00~~ ^{2,500.00} to LETTR at the address set forth on page 1 hereof. Said payment is due within thirty (30) days of the execution of this MOU.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 6, 2016
 FROM: Administration
 EXHIBITS: Application & Map

SUBJECT: SOUTH APOPKA MINISTERIAL ALLIANCE – MARTIN LUTHER KING PARADE.

Request: AUTHORIZE THE CLOSURE OF ROADS FOR THE SOUTH APOPKA MINISTERIAL ALLIANCE TO CONDUCT A MARTIN LUTHER KING PARADE.

SUMMARY:

South Apopka Ministerial Alliance is requesting the City Council approve road closures for the annual Martin Luther King Parade being held on Monday, January 18th, 2016 beginning at 2:00pm. The Parade is to begin at 519 South Central Ave, traveling west on W. Station St, traveling south on S. Lake Ave, then traveling west on W. 13th Street, and ending at John Bridges Community Center at 445 W. 13th Street.

Street closures are requested for the following streets: the intersection of S. Central Ave & E. 5th St, W. Station St, and all intersections on Marvin C. Zanders from 5th Street to 10th St. The Development Review Committee has reviewed the special events permit application and has found it to be consistent with the Land Development Code.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the closure of the roads associated with the South Apopka Ministerial Alliance Parade on Monday, January 18, 2016.

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

CITY OF APOPKA

APPLICATION FOR SPECIAL EVENT/OUTDOOR ASSEMBLY PERMIT

APPLICANT'S NAME: Alexander H. Smith

MAILING ADDRESS: 927 South Central Apopka FL 32703
PO BOX OR STREET CITY STATE ZIP+4

PHONE: CELL 407-721-4759 HOME 407-889-0203 WORK _____

NAME OF GROUP/ORGANIZATION: South Apopka Ministerial Alliance

MAILING ADDRESS: P.O. Box 228 Apopka FL 32704
PO BOX OR STREET CITY STATE ZIP+4

PHONE: 407-721-4759 CONTACT PERSON: Alexander H. Smith

CHAIRPERSON OF PARADE: Alexander H. Smith

MAILING ADDRESS: 569 Strathclyde Ct. Apopka FL 32712
PO BOX OR STREET CITY STATE ZIP+4

PHONE: CELL 407-721-4759 HOME 407-889-0203 WORK 407-908-5685

DATE(S) OF EVENT: January 18, 2016

HOURS OF EVENT (BEGIN): 14:00 (END): 15:15

EXACT LOCATION OF EVENT: Begin at 519 South Central Ave and end at 445 West 13th Street (ATTACH MAP)

PUBLIC FACILITIES OR EQUIPMENT TO BE USED: _____

ANTICIPATED # OF DAILY PARTICIPANTS: 70 ANTICIPATED # OF DAILY SPECTATORS: 400

DESCRIBE ALL ACTIVITIES WHICH WILL OCCUR DURING THE EVENT: Floats, Bands, Marchers and elected officials.

WILL ALCOHOLIC BEVERAGES BE SOLD? YES _____ NO IF YES, EXPLAIN: _____

DESCRIPTION OF ANY EQUIPMENT AND/OR PRODUCTS, TO BE USED: (TENTS, AMPLIFIERS, BANNERS, SIGNS, ANIMALS, ETC.): Banners, Speakers, Signs, & amplifier.

APPLICANT MUST PROVIDE ADEQUATE RESTROOM FACILITIES DURING EVENT, APPLICANT IS RESPONSIBLE TO PROVIDE POLICE AND FIRE PROTECTION IF DEEMED NECESSARY BY THE POLICE CHIEF AND/OR FIRE CHIEF. APPLICANT MUST PROVIDE WRITTEN AUTHORIZATION FOR APPLICANT TO APPLY FOR PERMIT ON BEHALF OF GROUP OR ORGANIZATION.

PLEASE CONTINUE ON REVERSE SIDE.

COMMENTS BY APPLICANT:

I, Alexander H. Smith, HEREBY REPRESENT, STIPULATE, CONTRACT AND AGREE THAT South Apopka Ministerial Alliance WILL JOINTLY AND SEVERALLY INDEMNIFY AND HOLD THE CITY HARMLESS AGAINST LIABILITY, INCLUDING COURT COSTS AND ATTORNEY'S FEES, AND INCLUDING ATTORNEY'S FEES FOR AN APPEAL, FOR ANY AND ALL CLAIMS FOR DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF PERSONS ARISING OUT OF OR RESULTING FROM THE ISSUANCE OF THE PERMIT OR THE CONDUCT OF THE ASSEMBLY OR ANY OF ITS PARTICIPANTS.

Alexander H. Smith
SIGNATURE OF APPLICANT

Alexander H. Smith
PRINTED NAME OF APPLICANT

DATE SUBMITTED TO COMMUNITY DEV. DEPT.

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS 7th DAY OF December, 2015, BY Alexander Smith, WHO IS PERSONALLY KNOWN OR PRODUCED FDL5530-00-55-228-0 AS IDENTIFICATION.

Jeanne M. Green
NOTARY PUBLIC SIGNATURE
JEANNE M. GREEN
MY COMMISSION # FF 178715
EXPIRES: November 28, 2018
NOTARY PUBLIC PRINTED NAME

FOR OFFICIAL USE ONLY
DRC APPROVAL: David B. Moon DATE: 1-5-16

DRC COMMENTS:

FIRE APPROVAL: C. Conable DATE: 1/5/16

FIRE COMMENTS:

POLICE APPROVAL: James Peeler DATE: 1/5/16




POLICE COMMENTS:

CITY COUNCIL WILL CONSIDER THIS REQUEST SUBJECT TO APPLICANT MEETING ALL CITY REQUIREMENTS ON:

MEETING DATE: _____ APPROVED: _____ DENIED: _____

PERMIT FEE: \$50.00 DATE PAID: _____ REC'D BY: _____ DATE EXEMPTED: _____

A 519 S Central Ave, Apopka, FL 32703

- 1. Head **south** on **County Road 437A** toward **W Station St** go 118 ft
total 118 ft
-  2. Take the 1st right onto **W Station St** go 0.2 mi
total 0.2 mi
-  3. Turn left onto **S Lake Ave**
About 3 mins go 0.7 mi
total 0.9 mi
-  4. Turn right onto **W 13th St**
Destination will be on the right
About 2 mins go 0.4 mi
total 1.3 mi

B **John Bridges Community Center**
445 West 13th Street, Apopka, FL 32703

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL HEARING
- OTHER: RESOLUTION 2016-01

MEETING OF: January 6, 2016
FROM: Public Services
EXHIBITS:

SUBJECT: RESOLUTION NO. 2016-01 GRANTING A NON-EXCLUSIVE FRANCHISE FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA TO ACTION RECYCLING LLC.

Request: **ADOPT RESOLUTION NO. 2016-01**

SUMMARY:

Chapter 66, Article III, of the Code of Ordinances of the City of Apopka, provides for private refuse collection service through the granting of a non-exclusive franchise for roll-off container collection in the City. The minimum amount the City is to receive is \$960.00 per year for this agreement.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Adopt Resolution No. 2016-01.

DISTRIBUTION:

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
Human Resources Director
Information Technology Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

RESOLUTION NO. 2016-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, GRANTING A NON-EXCLUSIVE FRANCHISE TO ACTION RECYCLING LLC, TO PROVIDE "ROLL-OFF" CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA, FLORIDA, PURSUANT TO CITY OF APOPKA, CODE OF ORDINANCES, CHAPTER 66, ARTICLE III; PROVIDING FOR THE TERM OF YEARS FOR THE FRANCHISE; PROVIDING FOR FRANCHISE FEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 66, Article III, of the Code of Ordinances of the City of Apopka, Florida, provide for private refuse collection service through the granting of non-exclusive franchise(s) for roll-off containers, and is hereinafter referred to as Chapter 66, Article III; and

WHEREAS, Chapter 66, Article III grants the City Council of the City of Apopka, Florida, the power, right and authority to contract by resolution with persons thereby granting non-exclusive franchise(s) to provide "roll-off" container collection and disposal of waste within the City of Apopka, Florida; and

WHEREAS, Chapter 66, Article III provides for City requirements, outlining Franchisee's duties, providing the terms and conditions under which such franchise shall operate.

WHEREAS, Chapter 66, Article III enables the City Council of the City of Apopka, Florida, to enter into a contract with persons desiring a franchise to provide roll-off container collection and disposal of waste within the City of Apopka; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Apopka, Florida, that:

SECTION I. GRANT AND TERM.

That the City Council of the City of Apopka, Florida, extends a non-exclusive franchise to:

Action Recycling LLC

a Florida corporation whose business address is:

448 Spring Hammock Court
Longwood, FL 32750

hereinafter referred to as Grantee, to provide roll-off container collection and disposal of waste within the corporate limits of the City of Apopka, Florida, under the terms set out in Chapter 66, Article III.

The term of this franchise will begin on January 6, 2016 and end on January 5, 2018 (The term may be extended for an additional two (2) years, at the sole option of the City, by written notice to the franchisee not less than thirty (30) days prior to the expiration of the current term.)

SECTION II. COMPLIANCE WITH ORDINANCE AND RESOLUTION.

That the City of Apopka, Florida, and the Grantee of the franchise shall comply with all of the terms and conditions as set forth in Chapter 66, Article III, and this Resolution. A failure by the Grantee to comply with the terms and conditions of Chapter 66, Article III and/or all ordinances and resolutions of the City of Apopka, and/or the laws of the State of Florida or the United States, shall be grounds for the immediate revocation of the Franchise.

Payment of Franchise Fees shall be made payable to the City of Apopka, and mailed to

City of Apopka,
Attention: Accounts Payable,
P.O. Box 1229,
Apopka, Florida 32704-1229.

The fee for administrative and inspection costs and expenses shall be credited against the charges.

SECTION III. ENFORCEMENT.

The Mayor or his designee is hereby authorized to enforce the non-exclusive franchise granted by this Resolution for the City of Apopka.

SECTION IV. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption, and the non-exclusive franchise granted by this Resolution shall be binding immediately on the City and the Grantee upon the date those proper officers or authorities of each have duly executed this Resolution.

APPROVED by the City Council of the City of Apopka, Florida, this 6th day of January 2016.

CITY OF APOPKA, FLORIDA

ATTEST:

Joseph E. Kilsheimer, Mayor

Linda F. Goff, City Clerk

ACCEPTANCE BY FRANCHISEE

The foregoing RESOLUTION NO. 2016-01 and the NON-EXCLUSIVE FRANCHISE provided for therein, and all the terms and conditions thereof, are hereby accepted, approved, and agreed to this _____ day of January, 2016

ACTION RECYCLING LLC

Signature

Printed Name

Title

STATE OF FLORIDA
COUNTY OF ORANGE

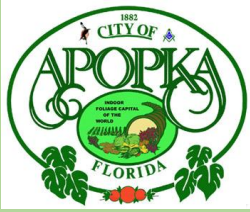
Sworn to and subscribed before me this _____ day of January 2016, by
_____.

Notary Public, State of Florida

Printed Name of Notary

Personally Known _____ **OR** Produced Identification _____

Type of Identification Produced _____



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: January 6, 2016
 FROM: Mayor Kilsheimer
 EXHIBITS: Resolution

SUBJECT: RESOLUTION 2016-02 – ADVOCATING SUPPORT FOR INNOVATIVE TRAFFIC SIGNAL TECHNOLOGIES PILOT PROJECT.

Request: REQUEST COUNCIL ADOPT RESOLUTION NO. 2016-02.

SUMMARY:

Congressman John Mica held a workshop in conjunction with MetroPlan Orlando on November 9, 2015, where he spoke about conducting one or more pilot projects using adaptive traffic signal technology on major arterials to improve traffic conditions. A new federal transportation bill was approved by Congress and signed into law by President Obama on December 4, 2015. Congressman Mica expected this bill to include discretionary grant opportunities for projects such as adaptive traffic signals. Congressman Mica requested the MetroPlan Orlando Board to approve a Resolution in support of the concept of using adaptive traffic signal technology, and further requested the region’s local governments to express their support of the program with similar resolutions. Accordingly, Resolution No. 2016-02 expresses the Apopka City Council’s desire to advocate support for innovative traffic signal technologies pilot project(s).

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Adopt Resolution No. 2016-02.

DISTRIBUTION

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

RESOLUTION NO. 2016-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, ADVOCATING SUPPORT FOR INNOVATIVE TRAFFIC SIGNAL TECHNOLOGIES PILOT PROJECT.

WHEREAS, the Orlando metropolitan area, which includes Apopka and Orange, Seminole and Osceola Counties, now has more than two million residents and the population is expected to continue growing at a rate of 2-3% each year; and

WHEREAS, the metropolitan area is the nation's top visitor destination with more than 62 million visitors in 2014 (which is more than 500,000 visitors on a typical day) and strong growth from domestic and international markets is expected to continue; and

WHEREAS, the metropolitan area's continued growth and prosperity depends on a transportation system that can safely and efficiently move an ever greater volume of people and goods; and

WHEREAS, there are limited opportunities for building new roads in densely developed, urbanized areas while further expanding existing arterials may not be cost feasible in terms of right-of-way and can be contrary to community interests; and

WHEREAS, to meet these challenges, more emphasis is being placed on other solutions such as transit, non-motorized transportation and the use of transportation system management and operations strategies to optimize utilization of existing arterials; and

WHEREAS, traffic signals play a critical role in moving vehicles on arterials while also providing for the safety of pedestrians and bicyclists; and

WHEREAS, advances in traffic signal technology and related traffic management practices have been shown to improve utilization of urban arterials and reduce travel time delays, which is the goal of an effective transportation system management and operations program; and

WHEREAS, one such advance has been made with adaptive traffic signal technology which results in traffic signals being operated based on information from roadside devices whose effectiveness can be confirmed with probe vehicle technology such as electronic toll transponders or Bluetooth-enabled devices within vehicles; and

WHEREAS, the Orlando metropolitan area currently has six independently controlled traffic management centers (Florida Department of Transportation/District 5, Florida's Turnpike Enterprise, Seminole County, Orange County, Osceola County and the City of Orlando) and

opportunities exist to improve connectivity, collaboration and coordination that could benefit the region's transportation system and possibly reduce costs; and

WHEREAS, for operating and maintaining traffic signals there are immediate opportunities for streamlining work processes between FDOT/District 5, counties and cities that should begin with reworking existing agreements; and

WHEREAS, making improvements to interoperability among the six traffic management centers and reworking agreements for operating and maintaining traffic signals would be positive steps to enhance the region's transportation system that demonstrate our commitment to collaboration and the efficient use of resources; and

WHEREAS, MetroPlan Orlando is embarking on the development of an Intelligent Transportation System (ITS) Master Plan where the aforementioned topics, among others, will be addressed and an important factor in prioritizing strategies in the Plan will be the identification and application of emerging and innovative technologies to improve mobility and reliability of the transportation network, especially on arterial roadways; and

WHEREAS, the Intelligent Transportation System (ITS) Master Plan will serve as the basis for making prudent investment decisions with federal, state and local funds that will improve transportation system management and operations; and

WHEREAS, a new federal transportation bill is being drafted by Congress to replace MAP-21 and it is expected to include funding for one or more pilot projects to accelerate the deployment of innovative traffic signal technologies; and

WHEREAS, Congressman Mica has called this opportunity to our attention and has offered to lend his support with obtaining federal discretionary funds to conduct one or more pilot projects using innovative traffic signal technologies throughout the metropolitan area; and

WHEREAS, there are a number of prospective arterials in the Orlando metropolitan area that are considered to be promising corridors for possible pilot projects such as US 17-92, US 192, US 441, SR 414, SR 50, SR 426, SR 434, SR 436 and SR 438; and

WHEREAS, with the new federal transportation bill, it is expected that the United States Department of Transportation will develop specific information on the pilot projects such as criteria that will be used for evaluation/selection, procedures for submitting grant applications, funding match requirements, etc.; and

WHEREAS, the United States Department of Transportation's discretionary grant programs are highly competitive and applications selected for funding must be well-defined, have a broad base of support and hold promise for delivering positive results that can be replicated elsewhere;

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

- Section 1. That in anticipation of this new funding opportunity, it is in the best interest of the City of Apopka to join together with regional partners at both the policy and technical levels to prepare for submitting a region-wide grant application for an innovative traffic signal technology pilot program; and
- Section 2. That the City of Apopka is in full support of its staff working closely with MetroPlan Orlando and the Florida Department of Transportation/District 5, along with other local governments, to develop a competitive grant application to obtain federal funding for one or more pilot projects to evaluate the benefits of innovative traffic signal technologies; and
- Section 3. That it would be advantageous to have a centralized traffic management center that is managed by multiple users in a collaborative manner to allow for shared staffing through centrally held contracts, greater interoperability, developing operating and maintenance standards, enhancing security, sharing software through centralized licensing, disseminating multimodal data, having one call-in number for the public to use in reporting incidents and for improved coordination of incident response through the development of MetroPlan Orlando’s Intelligent Transportation System (ITS) Master Plan; and
- Section 4. That the City of Apopka will be open to considering a future recommendation that financial resources in the form of a local match be committed to the pilot project once the opportunity is better defined by the United States Department of Transportation and the specifics of the pilot project(s) have been identified.

PASSED and ADOPTED this _____ day of _____, 2016.

CITY OF APOPKA

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk