

APOPKA CITY COUNCIL AGENDA

March 07, 2018 1:30 PM APOPKA CITY HALL COUNCIL CHAMBERS

Agendas are subject to amendment through 5:00pm on the day prior to City Council Meetings

CALL TO ORDER INVOCATION - Reverend John Pallard of the Church of the Holy Spirit PLEDGE APPROVAL OF MINUTES:

1. City Council regular meeting February 07, 2018.

AGENDA REVIEW

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

Proclamations:

1. Art & Foliage Festival Weekend Proclamation presented to Apopka Woman's Club

Mayor Kilsheimer

Employee Recognition:

- ❖ Five Year Service Award William "Chris" Connor Public Services/Water Plant
- Ten Year Service Award Rania Nakla Public Services/Director's Office
- Ten Year Service Award Sean Knapp Fire/EMS
- ❖ Fifteen Year Service Award Kristi Funke Human Resources/Risk Management

Public Comment Period:

The Public Comment Period is for City-related issues that may or may not be on today's Agenda. If you are here for a matter that requires a public hearing, please wait for that item to come up on the agenda. If you wish to address the Council, you must fill out an Intent to Speak form and provide it to the City Clerk prior to the start of the meeting. If you wish to speak during the Public Comment Period, please fill out a green-colored Intent-to-Speak form. If you wish to speak on a matter that requires a public hearing, please fill out a white-colored Intent-to-Speak form. Speaker forms may be completed up to 48 hours in advance of the Council meeting. Each speaker will have four minutes to give remarks, regardless of the number of items addressed. Please refer to Resolution No. 2016-16 for further information regarding our Public Participation Policy & Procedures for addressing the City Council.

CONSENT (Action Item)

- 1. Authorize Support Services for the 57th Annual Apopka Art & Foliage Festival.
- 2. Approve the sale of Apopka Youth Works (AYW) T-Shirts to benefit the AYW Scholarship Program.
- 3. Authorize an expenditure from Law Enforcement Trust Funds for the CRA, Community Outreach Program.
- 4. Accept and update signatories with Florida Community Bank.
- 5. Approve an Inmate Work Squad Contract with the Department of Corrections.
- 6. Approve the installation of inliner in the stormwater piping system by Layne Inliner.
- 7. Approve an interlocal agreement with Orange County for municipal separate storm sewer system permit activities.

BUSINESS (Action Item)

 Select a design/layout and award a contract to FreePort Fountains for: RFP#2018-07 Design/Build of a Splash Pad at Kit Land Nelson Park. Glenn A. Irby

 Approve the negotiation and award to Tindale Oliver for: RFQ 2018-03 for Professional Transportation and Engineering Services. Richard Earp

- 3. Approve an Interlocal Agreement between the City of Apopka and the City of Mount Dora to establish a utilities interconnect that will provide Mount Dora with surplus reclaimed water.
- 4. Accept the transfer of Rights of Way to and from the Central Florida Expressway Authority.

Jay Davoll

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Ordinance No. 2628 – Second Reading – Change of Zoning – Quasi-Judicial Project: TGINF, LLC - Located at 501 Old Dixie Highway Phil Martinez

- Ordinance No. 2629 Second Reading Comprehensive Plan Amendment Small Scale– Legislative Phil Martinez Project: VBRO Enterprises, Inc. Located at 41 East Lester Road
- 3. Ordinance No. 2630 Second Reading Change of Zoning Quasi-Judicial Phil Martinez Project: VBRO Enterprises, Inc. Located at 41 East Lester Road
- 4. Ordinance No. 2631 Second Reading Comprehensive Plan Amendment Small Scale Legislative Phil Martinez Project: Iglesia Getsemani, Inc. Located at 2575 West Orange Blossom Trail
- Ordinance No. 2632 Second Reading Change of Zoning Quasi-Judicial
 Project: Iglesia Getsemani, Inc. Located at 2575 West Orange Blossom Trail
- 6. Ordinance No. 2634 Second Reading Change of Zoning Quasi-Judicial David Moon Project: A. D. Raulerson, Sr. & A. D. Raulerson, Jr. and Curtin & Karen Pumphrey Located at 251 West Lester Road

CITY COUNCIL REPORTS

MAYOR'S REPORT

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

		MEETINGS AND OFCOMING EVENTS
DATE	TIME	EVENT
March 12, 2018	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
March 13, 2018	7:00am - 7:00pm	Apopka General Election
March 13, 2018	5:30pm –	Planning Commission Meeting
March 16, 2018	7:00pm –	Movie in the Park – Despicable Me 3 – Kit Land Nelson Park
March 20, 2018	5:30pm –	Planning Commission Special Meeting – Errol Estates @ 519 S. Central Ave.
March 20, 2018	6:00pm –	Code Enforcement Hearing
March 21, 2018	7:00pm –	City Council Meeting
March 26, 2018	10:00am –	Lake Apopka Natural Gas District Board Meeting: Winter Garden
March 27, 2018	5:30pm –	Special City Council Meeting – Errol Estates @ 519 S. Central Ave.
March 31, 2018	7:00am –	Rabbit Run 5K – Northwest Recreation Complex
March 31, 2018	9:45am –	Easter Eggstravaganza – Northwest Recreation Complex
April 4, 2018	1:30pm –	City Council Meeting
April 5, 2018	5:30pm – 9:00pm	Food Truck Round Up
April 9, 2018	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
April 10, 2018	5:30pm –	Planning Commission Meeting
April 11, 2018	5:30pm –	Special City Council Meeting – Errol Estates @ 519 S. Central Ave.
April 18, 2018	7:00pm –	City Council Meeting
April 21, 2018	9:00am – 12:00pm	12 th Annual Apopka Health & Fitness Fair – Fran Carlton Center
April 23, 2018	10:00am –	Lake Apopka Natural Gas District Board Meeting: Winter Garden

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

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

CITY OF APOPKA

Minutes of the regular City Council meeting held on February 7, 2018, at 1:30 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer

Commissioner Billie Dean Commissioner Diane Velazquez Commissioner Doug Bankson City Attorney Cliff Shepard City Administrator Glenn Irby

ABSENT: Commissioner Kyle Becker

PRESS PRESENT: John Peery - The Apopka Chief

Reggie Connell, The Apopka Voice

INVOCATION: - Mayor Kilsheimer introduced Mark Burke who gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Kilsheimer said it was noted African-American George Washington Carver was a botanist and inventor, born around 1864, educated at Iowa State University, and later a faculty member of the Tuskegee Institute. His reputation is based on his research and promotion of crop rotation, and the development of alternative cash crops, including peanuts, soybeans, sweet potatoes, and pecans. He urged farmers to use the alternative crops as a source of foods, creating hundreds of recipes in bulletins that he distributed to farmers. He also developed hundreds of products from the alternative crops. His advice was sought from world leaders including President Theodore Roosevelt, and Mahatma Gandhi, and business tycoons like Henry Ford and Thomas Edison. Carver's scholarship and research contributed to the improved quality of life for many farming families and made Carver an icon. He asked everyone to reflect upon the pioneering spirit and legacy of George Washington Carver as he led in the Pledge of Allegiance.

APPROVAL OF MINUTES:

- 1. City Council regular meeting January 03, 2018.
- 2. City Council regular meeting January 17, 2018.

MOTION by Commissioner Bankson, and seconded by Commissioner Velazquez, to approve the minutes of January 03, 2018, and January 17, 2018, as presented. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye.

AGENDA REVIEW:

Glenn Irby, City Administrator, advised the Item One under the Consent needs to be pulled due to the CRA meeting held prior to this meeting. He said Item Four needs to be pulled for discussion and Mr. Davoll will present the item.

Mr. Irby said a bid was placed for a new building at Alonzo Williams Park. He stated the city had received a CDBG grant from the Department of Economic Opportunity. The bids were received on Friday, February 2, 2018, and the lowest bid was \$400,000 plus over the amount of the received grant. He further advised this bid was nonresponsive as there was a bond that was required that was not included. He said since the other two were higher, it is requested that all bids be rejected and rebid.

MOTION by Commissioner Bankson, and seconded by Commissioner Velazquez to reject all bids on the Alonzo Williams Park Community Center and go out to rebid. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye.

PUBLIC COMMENT/STAFF RECOGNITION AND ACKNOWLEDGEMENT Public Comment:

No one wishing to speak, Mayor Kilsheimer closed Pubic Comment.

Proclamations:

1. Black History Month Proclamation – Mayor Kilsheimer read a proclamation declaring the month of February Black History Month in the City of Apopka and presented the proclamation to Commissioner Billie Dean.

Employee Recognition:

- ➤ Five Year Service Award Jennifer Esquia Community Development/Building. The Commissioners joined Mayor Kilsheimer in congratulating Jennifer on her years of service.
- Five Year Service Award Paul Murphy Police/Support Services. The Commissioners joined Mayor Kilsheimer in congratulating Paul on his years of service.
- ➤ Twenty Year Service Award Kimberly "Kim" Walsh Police/Support Services. The Commissioners joined Mayor Kilsheimer in congratulating Kim on her years of service.

CONSENT (Action Item)

- 1. Authorize an expenditure from Law Enforcement Trust Funds for the CRA "Community Outreach Program". **Item Withdrawn**
- 2. Authorize an agreement for design engineering & hydrogeology services with Reiss Engineering.
- 3. Authorize an agreement for a Utility Master Plan update with Wright-Pierce, Inc.
- 4. Award a contract to Core & Main for pipe materials for the Golden Gem Rd. reclaim water system extension.
- 5. Appointment of the voting member of both the Group Health Trust and Property & Casualty Boards.
- 6. Approve the Interlocal Agreement between the City of Apopka and Orange County for the jurisdictional transfer of Michael Gladden Boulevard from South Hawthorne Avenue to South Park Avenue

MOTION by Commissioner Bankson, and seconded by Commissioner Dean, to approve items two, three, five, and six on the Consent Agenda. Motion carried unanimously with

Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye.

Jay Davoll, Public Services Director, handed out and reviewed a revised staff report for Item 4, awarding a contract to Core & Main for pipe materials for the Golden Gem Road reclaim water system extension. He advised the Invitation to Bid (ITB) 2018-06 was advertised on January 2, 2018. He explained that Bid item numbers 1050-11-424 and 1080-11-425B were removed and this revised the amounts. Staff reviewed the bids and determined the low bidder, Consolidated Pipe, submitted an incomplete bid with pricing for three items not being provided on the bid form. Staff is requesting approval to award the bid to the second bidder, Core & Main, in the amount of \$302,404.53. He reported this project is partially grant funded by the St. Johns River Water Management District and the city will be reimbursed 50% of this project cost.

MOTION by Commissioner Bankson, and seconded by Commissioner Velazquez to approve award of ITB 2018-06 to Core and Main in the amount of \$302,404.53. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION

Ordinance No. 2619 – Second Reading – Comprehensive Plan Amendment – Small Scale – Project: Zellwood Properties, LLC – Located north of S.R. 441 and west of Hermit Smith Road. The City Clerk read the title as follows:

ORDINANCE NO. 2619

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING **FUTURE** LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM "COUNTY" RURAL TO COMMERCIAL "CITY" FOR CERTAIN REAL **PROPERTY** GENERALLY LOCATED WEST OF HERMIT SMITH ROAD AND NORTH OF ORANGE BLOSSOM TRAIL, COMPRISING 2.45 ACRES, MORE OR LESS AND OWNED BY ZELLWOOD PROPERTIES, LLC; PROVIDING FOR SEVERABILITY: AND PROVIDING FOR EFFECTIVE DATE.

Mr. Martinez said there have been no changes since the first reading.

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

MOTION by Commissioner Dean, and seconded by Commissioner Velazquez, to adopt Ordinance No. 2619. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye.

2. Ordinance No. 2620 – Second Reading – Change of Zoning – Project: Zellwood Properties, LLC – Located north of S.R. 441 and west of Hermit Smith Road. The City Clerk read the title as follows:

ORDINANCE NO. 2620

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM "COUNTY" A-1 TO "CITY" PLANNED UNIT **DEVELOPMENT** (PUD/COMMERCIAL) **FOR** CERTAIN PROPERTY LOCATED AT 1102 HERMIT SMITH ROAD, COMPRISING **MORE** OR LESS, AND OWNED BY **2.45 ACRES DIRECTIONS** LLC: **FOR** PROPERTIES, **PROVIDING** TO **COMMUNITY** DEVELOMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mayor Kilsheimer announced this was a quasi-judicial hearing. Witnesses were sworn in by the Clerk.

David Moon, Planning Manager, said there have been no changes since the first reading.

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Dean, to adopt Ordinance No. 2620. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye.

3. Ordinance No. 2624 – First Reading - Change of Zoning – Project: George Thum, Jr. & Phillip & Peggy Dionne – Located west of Jason Dwelley Parkway, south of West Kelly Park Rd. The City Clerk read the title as follows:

ORDINANCE NO. 2624

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM "COUNTY" A-1 (AGRICULTURE) AND "CITY" AG "CITY" (AGRICULTURE) TO PO/I (PROFESSIONAL **PROPERTIES** OFFICE/INSTITUTIONAL) **FOR** CERTAIN **REAL** LOCATED WEST OF JASON DWELLEY PARKWAY AND SOUTH OF WEST KELLY PARK ROAD, COMPRISING 15.17 ACRES, MORE OR LESS, AND OWNED BY GEORGE THUM JR. AND PEGGY DIONNE; **DIRECTIONS** TO THE **PROVIDING FOR** COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mayor Kilsheimer announced this was a quasi-judicial hearing. Witnesses were sworn in by the Clerk.

Mr. Moon said this case involves approximately 15 acres on the east side of Jason Dwelley Parkway. The request is to change the zoning on the property from "County" A-1 agriculture and "City" agriculture to "City" professional office/institutional. The land-use was changed by City Council previously to Public/Institutional. He reviewed the location of the site and advised the intent of the future use of the property is for an elementary school site. He advised

representatives from Orange County Public Schools were present. Mr. Moon advised that based on the zoning, it is consistent with the character of the surrounding area, which is primarily residential in character and the school will serve the surrounding residents. Planning Commission found the zoning to be consistent with the Comprehensive Plan and recommended approval.

Commissioner Velazquez said traffic was a concern of the residents in Rock Springs Ridge and they do not feel Jason Dwelley can sustain the traffic from the school.

Jamie Boerger, Orange County Public Schools, said they have been meeting with the Rock Springs HOA and addressing their concerns.

Sandra Gorman, said she is a registered professional engineer in the State of Florida specializing in traffic. She stated they have done a preliminary traffic study for the school. She advised this is preliminary as they do not have a site plan and a lot of how the traffic will depend on where the driveways will be located and the internal circulation. She advised they have looked at Jason Dwelley Boulevard and there is capacity available to accommodate the school through traffic. She affirmed the School Board has been provided guidelines on how many cars they will need to fit onsite so they are not spilling over onto Jason Dwelley as well as recommendations provided on turn lanes at the school driveways.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Dean, to approve Ordinance No 2624 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye.

4. Ordinance No. 2633 – First Reading – Vacate – Platted Right-of-Way (Ransom Street). Project: City of Apopka – Located north of East 6th Street, south of U.S. Highway 441, west of South Sheller Avenue. The City Clerk read the title as follows:

ORDINANCE NO. 2633

AN ORDINANCE OF THE CITY OF APOPKA, TO VACATE A RIGHT OF WAY, KNOWN AS RANSOM STEEET, LOCATED NORTH OF EAST 6TH STREET, SOUTH OF U.S. HIGHWAY 441; WEST OF SOUTH SHEELER AVENUE IN SECTION 10, TOWNSHIP 21, RANGE 28 OF ORANGE COUNTY, FLORIDA; PROVIDING DIRECTIONS TO THE CITY CLERK, FOR SEVERABILITY, FOR CONFLICTS, AND AN EFFECTIVE DATE.

Mayor Kilsheimer announced this was a quasi-judicial hearing and witnesses were sworn in by the Clerk.

Jean Sanchez, Planner, said the request is to vacate a platted, but unused and undeveloped right-of-way located north of East 6th Street and south of U.S. 441. She advised the intent is to

replat and incorporate the city owned parcels to the west and the east.

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

MOTION by Commissioner Bankson, and seconded by Commissioner Dean, to approve Ordinance No 2633 at First Reading and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye.

5. Resolution 2018-02 - Amending the budget for FY October 1, 2017 - September 30, 2018. The City Clerk read the title as follows:

RESOLUTION NO. 2018-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, PROVIDING FOR A BUDGET AMENDMENT.

Glenn Irby, City Administrator, said this budget amendment is to carry over funds from last fiscal year budget to complete projects that were not completed last fiscal year. The second amendment is funding from reserves as reported in the staff report, and the third is for additional funding from grants. He advised state statute requires budget amendments be adopted in the same manner the budget is adopted.

In response to Commissioner Bankson regarding the reserve accounts, Mr. Irby advised that the general fund reserves were not funding any of these amendments.

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

MOTION by Commissioner Velazquez, and seconded by Commissioner Dean, to approve Resolution No. 2018-02. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye.

6. Resolution 2018-03 – Opposing Senate Bill 574 & House Bill 521 local tree protection ordinances and codes. The City Clerk read the title as follows:

RESOLUTION NO. 2018-03

A RESOLUTION STRONGLY OPPOSING THE PASSAGE OF SENATE BILL 574 AND HOUSE BILL 521 WHICH WOULD PREEMPT LOCAL TREE PROTECTION ORDINANCES SUCH AS THOSE CURRENTLY IN PLACE IN THE CITY OF APOPKA; DIRECTING THE CITY ADMINISTRATOR TO CIRCULATE THE RESOLUTION TO THE FLORIDA LEGISLATURE; PROVIDING AN EFFECTIVE DATE.

CITY OF APOPKA
Minutes of a regular City Council meeting held on February 7, 2018 at 1:30 p.m.
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James Hitt, Community Development Director, said this was brought to our attention and it was thought this may become an issue. These bills have made it through committee and are making their way to the Senate and House. He advised the City of Apopka has code requiring tree replacement, as do other municipalities. These bills supersede home rule from local governments. He advised this resolution is recommending Senate Bill 574 and House Bill 521 not be approved.

Mayor Kilsheimer said this resolution will be sent to the Florida League of Cities and that will be used as one of their arguments regarding the attempt to take home rule away from local cities. It will also be sent to local representatives.

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 Bankson, to approve Resolution No. 2018-03. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Dean, Velazquez, and Bankson voting aye.

CITY COUNCIL REPORTS

Commissioner Dean thanked Mr. Davoll and complimented Public Services for beautifying the medians on U.S. 441.

MAYOR'S REPORT

Mayor Kilsheimer reported the BBQ Blast is this weekend at the Northwest Recreation Complex with more than 100 teams. There will be a concert Friday evening, fireworks, and a truck show on Saturday.

ADJOURNMENT – There being no further business the meeting adjourned at 2:43 p.m.

ATTEST:	Joseph E. Kilsheimer, Mayor
Linda F. Goff, City Clerk	



CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA MEETING OF: March 7, 2018
PUBLIC HEARING FROM: Administration
SPECIAL REPORTS EXHIBITS: Letter

OTHER:

SUBJECT: ART & FOLIAGE FESTIVAL – APRIL 28th & 29th, 2018

REQUEST: AUTHORIZE THE USE OF KIT LAND NELSON PARK AND THE PROVISION

OF SUPPORT SERVICES FOR THE 57th ANNUAL ART & FOLIAGE FESTIVAL.

SUMMARY:

The attached letter contains requests from the Committee Co-Chairs of the Apopka Woman's Club regarding support services from the City of Apopka for the 57th Annual Art & Foliage Festival.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the use of Kit Land Nelson Park and the provision of support services for the 57th Annual Art & Foliage Festival as indicated in the attached letter from the Apopka Woman's Club.

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief

GFWC Apopka Woman's Club Inc. Art and Foliage Festival



January 8, 2018

The Honorable Joe Kilsheimer City of Apopka P.O. Box 1229 Apopka, Florida 32704-1229

Dear Mayor Kilsheimer,

We are starting our plans for the 57th Apopka Art and Foliage Festival to be held April 28 and 29, 2018. Once again, here are our plans as well as our needs and requests.

- 1. Permission to have the 57th Apopka Art and Foliage Festival in the Kit Land Nelson Park.
- 2. Permission to use the tennis courts.
- 3. Permission to use the racquetball building.
- Permission to use the Fran Carlton Building.
- Permission to place signs at City entrances, working out details with the appropriate City Personnel.
- 6. Permission to close the following streets during Festival hours.
 - a. Park Avenue at First Street
 - b. Park Avenue at Orange Street
 - c. Forest Avenue at Orange Street
 - d. Goodrich Avenue at Orange Street
 - e. First Street west of Forest Avenue to Park Avenue
- 7. Permission to work with City Personnel and inmate crews regarding electricity, delivery of and assembly of stored materials to the tennis court and racquetball areas, unloading plant material in foliage area, parking, ice delivery, trash removal, assembly of fences and after the event disassembling and storage of fences, counters, art tents, etc.
- 8. Permission to use the bathroom facilities in the racquetball building
- 9. Permission to work with the Apopka Police Department regarding traffic control, security and street closings.
- 10. Permission to work with the Apopka Fire Department regarding the use of and presence of EMT's.
- 11. Permission to use the landlines.



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The GFWC Apopka Woman's Club is grateful for the help and cooperation of your office and the City Council and we look forward to working with you again as we approach our 57th Apopka Art and Foliage Festival. We appreciate your consideration of the above listed requests. Should you need any additional information, please do not hesitate to contact me, my phone number and email address is listed below along with that of my co-chairman, Dena Morrow.

Sincerely,

Sharon S. Fisher

2018 Festival Co-Chairman

Home Phone No: 407-889-2628 Cell Phone No: 407-782-0488

Email: onebazaarwoman@embargmail.com

Dena Morrow

2018 Festival Co-Chairman

Home Phone No. 407-886-3639 Cell Phone No. 407-462-3468

Email: denamorrow@cfl.rr.com



OTHER: BUSINESS

CITY OF APOPKA CITY COUNCIL

X_ CONSENT AGENDA	MEETING OF: March 7, 2018
PUBLIC HEARING	FROM: Administration
SPECIAL REPORTS	EXHIBITS:

SUBJECT: AYW T-shirt Sales for AYW Scholarship program

REQUEST: APPROVE THE SALE OF THE NEW AYW SHIRT TO THE PUBLIC TO

BENEFIT THE AYW SCHOLARSHIP PROGRAM.

SUMMARY:

AYW will award three scholarships to participants for demonstrating financial literacy in the amounts of \$1000, \$750, and \$500. Youth complete financial literacy modules, submit an application with essay, and provide copies of their bank statements.

All proceeds from the sale of the "I AM" t-shirts will benefit the scholarship fund. The shirts will sale for \$15.

FUNDING SOURCE:

RECOMMENDATION ACTION:

Approve the sale of the AYW-I AM t-shirt.

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief





Customer Name: City of Apopka Job Name: AYW Summer 2018 Date: 12/12/17



Metropolis Graphics, Inc. 805 South Orlando Ave. Suite D, Winter Park, FL 32789 1-800-993-5455 www.metrogreek.com



CITY OF APOPKA **CITY COUNCIL**

X CONSENT AGENDA MEETING OF: March 7, 2018 PUBLIC HEARING FROM: Police Department SPECIAL REPORTS **EXHIBITS CRA COP**

OTHER:

SUBJECT: LAW ENFORCEMENT TRUST FUNDS

REQUEST: AUTHORIZE AN \$83,906 EXPENDITURE FROM LAW ENFORCEMENT TRUST

FUNDS FOR COMMUNITY REDEVELOPMENT AGENCY, COMMUNITY

OUTREACH PROGRAM.

SUMMARY:

The Police Department requests City Council approval for the expenditure of funds from the Law Enforcement Trust Fund in the amount of \$83,906 for Community Redevelopment Agency, Community Outreach Program. The requested funds will be expended as follows:

•	2018 Ford F150 4x4 Crew: Prestige Ford (State Contract Pricing)	\$ 30,106
•	Vehicle Outfitting - Emergency Equipment, Graphics	\$ 8,000
•	Vehicle Operating Cost - Insurance, Fuel, Maintenance - per month (12)	\$ 4,800
•	Uniform / Equipment - Body Armor, Firearm, Uniforms, Rain Gear, etc.	\$ 16,000
•	Community Outreach Initiatives - Workshops, Educational Materials,	

Supplies, Youth Services, etc. \$ 25,000

FUNDING SOURCE:

Law Enforcement Trust Fund \$83,906

RECOMMENDATION ACTION:

Authorize the Finance Department to execute an amendment and disburse \$83,906 from the Law Enforcement Trust Fund.

DISTRIBUTION

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



City of Apopka

Police Department 112 E. 6th Street Apopka, Florida 32703

Memorandum

Date: March 7, 2018

To: Honorable Joseph E. Kilsheimer and Commissioners

RE: LAW ENFORCEMENT TRUST FUNDS

The Police Department requests City Council approval for the Finance Department to disburse \$83,906 of Law Enforcement Trust Funds for the Community Redevelopment Agency, Community Outreach Program. These funds will be used to purchase equipment and provide for projects and programs that include opportunities for reinvestment into the Community Redevelopment District.

Respectfully,

Michael McKinley Chief of Police

Mine McKing



OTHER:

CITY OF APOPKA CITY COUNCIL

X CONSENT AGENDA MEETING OF: March 7, 2018
PUBLIC HEARING FROM: Administration
SPECIAL REPORTS EXHIBITS:

SUBJECT: DESIGNATION OF ACCOUNT SIGNATORIES FOR FLORIDA COMMUNITY

BANK

REQUEST: UPDATE SIGNATORIES & REMOVE PREVIOUS FINANCE DIRECTOR FROM

ACCOUNTS AT FLORIDA COMMUNITY BANK

SUMMARY:

Upon the departure of the Finance Director (Pam Barclay), Florida Community Bank has requested an update to all bank account signatories. The banking authorization forms contain confidential information that the City Clerk will provide after the City Council meeting for signature.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Vote to accept an update to all authorized signatories.

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief



CITY OF APOPKA CITY COUNCIL

X	_CONSENT AGENDA	MEETING OF:	March 7, 2018
	PUBLIC HEARING	FROM:	Public Services
	SPECIAL REPORTS	EXHIBITS:	Contract
	OTHER:		

SUBJECT: INMATE WORK SQUAD CONTRACT II-#WS1085

REQUEST: AUTHORIZE THE CITY TO EXECUTE THE CONTRACT WITH THE

DEPARTMENT OF CORRECTIONS

SUMMARY:

On December 2, 2015, the City Council approved the Inmate Work Squad IV Contract. This contract will expire on March 29, 2018.

The Department of Corrections has submitted a new Inmate Work Squad IV Contract No. W1136 to the City for approval. The contract will be effective March 30, 2018, for a one-year term, and is subject to two (2) one-year extensions, for a total of three (3) years.

There is no change to the price, the annual cost for the Inmate Work Squad IV contract is \$57,497.

FUNDING SOURCE:

Fund 101- Street Improvement Fund

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to sign contract #WS1136 with the Department of Corrections for the Inmate Work Squad IV.

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CITY OF APOPKA

This Contract is between the Florida Department of Corrections ("Department") and the City of Apopka ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, Sections 944.10(7) and 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, the City of Apopka is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on March 30, 2018, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or March 29, 2019, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed for up to a three (3) year period, in whole or part, after the initial Contract period, and upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 calendar days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

- 1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
- 2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
- 3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad of up to eight (8) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**. Once the Agency reimburses the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- 1. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager, in writing, prior to assignment of the work squad. Depending upon the method of communication provided, the Department's Contract Manager may require a secondary or back-up method of communication.

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. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager. The Department's Contract Manager shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency.

The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Department's Contract Manager shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

- 1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
- 2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
- 3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.
- 4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
- 5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Florida Department of Corrections Bureau of Finance and Accounting Attn: Professional Accountant Supervisor Centerville Station Call Box 13600 Tallahassee, Florida 32317-3600

C. <u>Submission of Invoice(s)</u>

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Arthur B. Kirkland City of Apopka 748 E. Cleveland Street Apopka, Florida 32704-1229 Telephone: (407) 703-1678 Fax: (407) 703-1748

Email: bkirkland@apopka.net

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address, and phone number as indicated, as Department's Contract Manager and Department's Contract Administrator for the Project.

A. <u>Department's Contract Manager</u>

The Field Office Manager of Central Florida Reception Center represented in this Contract is designated as the Department's Contract Manager and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager Central Florida Reception Center 7000 H.C. Kelley Road Orlando, Florida 32831 Telephone: (407) 207-7777

Email: Johnnie.Pleicones@fdc.myflorida.com

B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator Bureau of Procurement Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399-2500 Telephone: (850) 717-3681

Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the representative of the Agency is:

Arthur B. Kirkland City of Apopka 748 E. Cleveland Street Apopka, Florida 32704-1229 Telephone: (407) 703-1678 Fax: (407) 703-1748

Email: bkirkland@apopka.net

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered, in writing, to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. <u>Annual Appropriation</u>

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. <u>Disputes</u>

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Deputy Secretary of Institutions. The Department's Assistant Deputy Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, Department's Contract Administrator, and Department's Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. <u>Severability</u>

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and, in writing, will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. <u>Prison Rape Elimination Act (PREA)</u>

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department's Contract Manager, or designee.

I. <u>Cooperation with Inspector General</u>

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

J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

K. <u>Americans with Disabilities Act</u>

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Contracts.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

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

SIGNED BY:		_	
NAME:		_	
TITLE:		_	
DATE:		_	
FEIN:		_	
FLORIDA	DEPARTMENT OF CORRECTIONS	Approved a execution.	as to form and legality, subject to
SIGNED BY:		SIGNED BY:	
NAME:	Kasey B. Faulk	NAME:	Kenneth S. Steely
TITLE:	Chief, Bureau of Procurement	TITLE:	General Counsel
DATE:		DATE:	

AGENCY: CITY OF APOPKA

Revised Addendum A

Inmate Work Squad Detail of Costs for City of Daytona Beach Interagency Contract Number W1100, AMD#1 Effective May 1, 2018

interagency Contract Number W1100, AMD#1 Ene	
ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY	Per Officer Total
	Annual Cost Annual Cost
I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSE TO BE REIMBURSED BY THE AGENCY:	is
Officers Salary # Officers Multiplier 1	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
IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.8 Rate of Compensation shall include the average hourly rate of pay for a C package provided by the department, represented as time and one half fo	Correctional Officer and the average benefit
	Squads Annual Cost
II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:	Squaus Ailitual Cost
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, fle cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, inser	ct
TOTAL - To Be Billed By Contract To Agency	\$ 750.00
III. ADDITIONAL AGENCY EXPENSES: Tools, equipment, materials and supplies not listed in Section II about	ove
are to be provided by the Agency.	

Revised Addendum A Inmate Work Squad Detail of Costs for City of Daytona Beach Interagency Contract Number W1100, AMD#1 Effective May 1, 2018

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY: Hand Held Radio Vehicle Mounted Radio MACOM \$4969.00 MACOM \$5400.00 TOTAL Operating Capital To Be Advanced	Cost of Units 1 d By Agency	Cost Agend	
 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	
 VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT: 1. Correctional Officer Salaries and Position-Related Expenses - from Section II. 2. Other Related Expenses and Security Supplies - from Section II. 3. Grand Total - To Be Billed To Agency By Contract: 	ection I.	Total Cost \$56,747.00 \$750.00 \$57,497.00	
VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)		\$57,497.00	

Por Unit Number

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.

Provided Already

Addendum A - INSTRUCTIONS Inmate Work Squad Detail of Costs for City of Daytona Beach Interagency Contract Number W1100, AMD#1 Effective May 1, 2018

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 guarterly 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

X CONSENT AGENDA MEETING OF: March 7, 2017
PUBLIC HEARING FROM: Public Services
SPECIAL REPORTS EXHIBITS: Lake Francis Map

OTHER:

SUBJECT: INSTALLATION OF INNER-LINER IN THE WINDSOR OAK DRIVE AND

BRITTANY LANE STORMWATER PIPING

REQUEST: APPROVE LAYNE INLINER TO INSTALL 139 LINEAR FEET OF INNER-

LINER IN THE WINDSOR OAK DRIVE AND BRITTANY LANE STORMWATER PIPING SYSTEM IN THE AMOUNT OF \$34,720

SUMMARY:

Staff has obtained a proposal from Layne Inliner to install an inner-liner in 139 linear feet of 24-inch storm drain piping on Windsor Oak Drive and Brittany Lane in the Surrey Park subdivision. The Streets Maintenance Division has a budgeted maintenance program for the stormwater collection system that includes the lining of older areas of the system. The piping on these two streets is currently leaking resulting in roadway depressions and requires lining.

Staff requests approval of Layne Inliner's proposal of \$34,720 to perform the installation of the inner-liner. The pricing is based on piggybacking the Polk County Contract No. 17-326.

FUNDING SOURCE:

Fund 120 – Stormwater Budget

RECOMMENDATION ACTION:

Approve Layne Inliner to install 139 linear feet of inner-liner in the Windsor Oak Drive and Brittany Lane stormwater piping system for \$34,720.

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief



CITY OF APOPKA CITY COUNCIL

X	_CONSENT AGENDA	MEETING OF	: February 7, 2018
	PUBLIC HEARING	FROM:	Public Services
	SPECIAL REPORTS	EXHIBITS:	Interlocal Agreement
	OTHER:		

<u>SUBJECT</u>: INTERLOCAL AGREEMENT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ACTIVITIES

REQUEST: APPROVE THE INTERLOCAL AGREEMENT IN THE AMOUNT OF \$34,340

SUMMARY:

In 2012, the City entered into an Interlocal Agreement with Orange County for the Watershed Atlas Project. This project benefits the City in its DEP National Pollutant Discharge Elimination System (NPDES) permit for stormwater activities.

In 2016, DEP issued a new NPDES permit that carries more stringent requirements and increased monitoring of water quality in lakes that receive stormwater. The new Interlocal Agreement provides for an easier, streamlined path to maintaining compliance with the permit requirements. The Interlocal Agreement renews the maintenance of the Watershed Atlas Project for the City's "Lakes Water Quality Monitoring Program". The previous maintenance cost for the Watershed Atlas Project was \$2,502/year, with the cost in this new agreement rising to \$2,627/year. Additionally, as a co-permittee, Orange County will (1) Provide the City with a training website for illicit discharge and improper disposal training for its staff and contractors; (2) Compile all water quality monitoring data to determine estimates of annual pollutant loadings, event mean concentrations (EMC) for compliance reporting purposes; and (3) Provide laboratory services for all water quality monitoring within the City. Exhibits A through C of the Agreement specifies the cost breakdown and services to be rendered per the Agreement. The costs of this Agreement are spread out through the duration of this Agreement, which expires in 2021.

The Agreement has been reviewed by the City Attorney and an alternate language for Section 9, Indemnification was proposed to Orange County. Orange County's Legal Division opted for the language to remain as presented in the Agreement.

Staff recommends approval of the Interlocal Agreement for Municipal Separate Storm Sewer System Permit Activities with Orange County in the amount of \$34,340 to be paid over a period of four years.

FUNDING SOURCE:

Fund 120 - Stormwater Fund

RECOMMENDATION ACTION:

Approve the Orange County Interlocal Agreement for Municipal Separate Storm Sewer Permit Activities in the amount of \$34,340 to be paid over a period of four years.

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director HR Director IT Director Police Chief Public Services Director Recreation Director City Clerk Fire Chief _____

ORANGE COUNTY, FLORIDA and CITY OF APOPKA, FLORIDA

, ______

INTERLOCAL AGREEMENT for MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ACTIVITIES

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and between Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "COUNTY"), and the City of Apopka, a municipal corporation existing by and under the laws of the State of Florida, whose address is 120 E Main Street, Apopka, Florida 32703 ("APOPKA"), collectively the COUNTY and APOPKA may be referred to as the "Parties", or, individually, as a "Party".

WITNESSETH:

WHEREAS, pursuant to the Clean Water Act (the "CWA"), and the regulations promulgated thereunder, the United States Environmental Protection Agency ("EPA") has developed regulations under the National Pollutant Discharge Elimination System ("NPDES") permit program published under 40 C.F.R. Part 122 requiring that the COUNTY obtain an NPDES permit for its municipal separate storm sewer system (commonly referred to as "MS4"); and

WHEREAS, EPA delegated the NPDES permit program in Florida to the Florida Department of Environmental Protection ("FDEP") in October 2000 as set forth in Section 403.0885, Florida Statutes; and

WHEREAS, stormwater discharges from medium and large MS4s are regulated under Chapter 62-624, Florida Administrative Code ("F.A.C."), and in 2012, FDEP promulgated numeric nutrient water quality standards set in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters), F.A.C.; and

WHEREAS, the COUNTY as lead applicant and APOPKA as a co-applicant applied for and received NPDES permit #FLS000011-004 (the "Permit"); and

WHEREAS, the Permit requires activities related to public education and outreach programs, trainings, water quality monitoring, water quality data reporting, and pollutant loading analysis; and

WHEREAS, the COUNTY and APOPKA desire to establish responsibilities for funding and implementing Permit-related activities and requirements; and

WHEREAS, the COUNTY and the University of South Florida ("USF") have entered into a contract dated June 1, 2015 (the "USF Contract"), whereby USF implements the Orange County Water Atlas Project (the "Project"); and

WHEREAS, the Project will provide the COUNTY and APOPKA a public portal to access (a) water quality information, (b) stormwater education information, (c) a pollution reporting mechanism, (d) non-point source pollution education material, and (e) other watershed related projects and information; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

- **Section 1. Recitals.** The recitals set forth in the WHEREAS clauses above are true and correct and are incorporated by reference herein.
- **Section 2. Term and Termination.** This Interlocal Agreement shall be effective and commence on the last date of execution by the Parties (the "Effective Date"), and shall continue for the period commensurate with the Permit. However, this Interlocal Agreement may be terminated by either Party, with or without cause, upon no less than sixty (60) days notice to the other Party delivered in accordance with the requirements of Section 12.
- **Section 3. Reimbursement for Services Provided.** The COUNTY has offered to provide services as itemized in Exhibit A. APOPKA has elected to participate in, and reimburse the COUNTY for, the following services:
 - I. Public education and outreach program: Orange County Water Atlas Project to meet public reporting requirements of Part III.A.7.e of the Permit and provides water quality information to the APOPKA and the public;
 - II. Training Web-accessible Stormwater Training System for illicit discharge and improper disposal training to meet the requirements of Part III.A.7.c of the Permit, spill prevention and response training to meet the requirements of Part III.A.7.d of the Permit, and construction site runoff training to meet the requirements of Part III.A.9.c of the Permit;
 - III. Pollutant Loading Analysis: estimates of event mean concentrations ("EMCs") and annual pollutant loads, in Year 3 per Part V.A.1 of the Permit, for the following pollutants:
 - a. Biological oxygen demand (BOD₅);
 - b. Total copper;
 - c. Total nitrogen (as N);
 - d. Total phosphorus;
 - e. Total suspended solids (TSS); and
 - f. Total zinc.

- IV. Water Quality Monitoring: Collection and/or analysis of water quality samples for one or more of the analytes in Exhibit C to meet the requirements of Part V.B of the Permit.
- **Section 4. Shared Resources.** The COUNTY and APOPKA have agreed to share resources for the education and outreach activities itemized in Exhibit B, including:
 - I. Public education and outreach program: pesticides, herbicides, and fertilizers to meet requirements of Part III.A.6 of the Permit;
 - II. Public education and outreach program: public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the Permit; and
 - III. Public education and outreach program: proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the Permit.
- **Section 5. APOPKA's Contribution.** APOPKA has appropriated for the Permit period, the sums outlined in the cost-reimbursement schedule, Exhibit A, to be paid on the dates listed.
- Section 6. Right to Inspect and Audit Books. The COUNTY will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by APOPKA as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by APOPKA or by its designees during normal business hours for a period of four (4) years from the expiration of this Interlocal Agreement. Any cost incurred by the COUNTY as a result of an audit by APOPKA shall be the sole responsibility of and shall be borne by the COUNTY. In addition, should the COUNTY provide any or all of APOPKA's funds to sub-recipients, then and in that event, the COUNTY shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by APOPKA or its designees.
- Section 7. Public Records. In accordance with Chapter 119, Florida Statutes, any "public record" created or received by either Party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act. Should either Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Interlocal Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.
- Section 8. Equal Opportunity Employment/Procurement. The COUNTY, in performing under this Interlocal Agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 9. Indemnification. To the fullest extent permitted by law, each Party to this Interlocal Agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Interlocal Agreement, and accordingly, each Party shall defend, indemnify and hold harmless the other Party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

Section 10. Assignment. Neither Party may assign its rights hereunder without the prior written consent of the other Party. Failure to comply with this section may result in immediate termination of this Interlocal Agreement.

Section 11. Notices. All notices permitted or required by this Interlocal Agreement shall be given by hand delivery, sent by certified mail, return receipt requested, or sent by overnight courier service, addressed as follows:

To the COUNTY: Environmental Protection Division Manager

3165 McCrory Place, Suite 200 Orlando, Florida 32803-3727 Phone: (407) 836-1400 Fax: (407) 836-1441

With copy to: County Administrator

P.O. Box 1393

201 South Rosalind Avenue, 5th Floor

Orlando, Florida 32802-1393

To APOPKA: R. Jay Davoll, P.E.

Public Services Director 748 East Cleveland Street Apopka, Florida 32703-7221 Phone: (407) 703-1731 Fax: (407) 703-1748

Section 12. Independent Contractor. The Parties agree that nothing contained in this Interlocal Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint ventures between the Parties or as constituting the COUNTY as the agent or representative of APOPKA for any purpose or for any manner whatsoever.

Section 13. Litigation and Venue. In the event a Party deems it necessary to take legal action to enforce any provision of this Interlocal Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida. In any such legal proceedings the Parties waive the right to seek a jury trial. Each Party shall be responsible for the payment of its attorney's fees and costs related to any dispute or legal proceedings, including all appeals.

- Section 14. Governing Law; Construction of Agreement. The Parties enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes (2016), the Florida Interlocal Cooperation Act of 1969, as amended. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Interlocal Agreement. The Parties have participated jointly in the negotiation and drafting of this Interlocal Agreement. In the event ambiguity or interpretation arises, this Interlocal Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Interlocal Agreement. Any headings preceding the texts of the sections and subsections of this Interlocal Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part hereof nor affect its meaning, construction or effect. All exhibits attached to this Interlocal Agreement are hereby incorporated in and made a part hereof.
- **Section 15. Waiver.** Performance of this Interlocal Agreement by either Party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Interlocal Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
- **Section 16. Amendments.** This Interlocal Agreement may be amended only through a written document executed by the Parties.
- Section 17. Default and Remedies. Failure by a Party to perform any of its obligations hereunder shall constitute a default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages. Prior to unilateral termination of this Agreement or either Party filing any action as a result of a default by the other Party under this Interlocal Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity within which to cure such default. Failure to cure within such 30-day opportunity allows the non-defaulting Party to terminate this Agreement. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding any other provision of this Interlocal Agreement, in no event shall either party have any liability to the other Party under this Interlocal Agreement, whether based in contract, in tort (including negligence and strict liability), or otherwise, for any special, incidental, indirect, exemplary, or consequential damages.
- *Section 18. Filing.* A copy of this Interlocal Agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.
- **Section 19.** No Third-Party Beneficiaries. This Interlocal Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the Parties.

Section 20. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

Section 21. Entire Agreement. This Interlocal Agreement, including Exhibits A, B, and C, constitutes the entire agreement between the Parties with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. No other agreement whether oral or written, with regard to the subject matter hereof shall be deemed to exist.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the following authorized representatives of the Parties have executed this Interlocal Agreement on the date signed by each.

	ORANGE COUNTY, FLORIDA By: Board of County Commissione		
	By: Teresa Jacobs Orange County Mayor		
ATTEST: PHIL DIAMOND, CPA, County Comp As Clerk of the Board of County Commissioners	Date:troller		
By:			
	CITY OF APOPKA, FLORIDA		
	By: Joe Kilsheimer Mayor, City of Apopka		
	Date:		
ATTEST:			
City Clerk			

"EXHIBIT A" REIMBURSEMENT SERVICES

The Responsib	oilities of the COUNTY and APOPKA as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as	Cost	Due Dates	
l.	The COUNTY has entered into a contract with the University of South Florida (USF) to implement the Watershed Atlas Project (project); and the COUNTY has agreed to pay USF a designated sum for annual maintenance of the project; and the project will provide the COUNTY and APOPKA with information about their water quality and other watershed related projects and information; and where as both parties now desire to renew the contract for a period of forty-eight (48) months each time it expires until MS4 NPDES Permit FLS000011-004 expires; and APOPKA has agreed to assist the COUNTY in paying for the maintenance of the project. APOPKA has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of MS4 NPDES Permit FLS000011-004, the annual sum of \$2,627 to be used by the COUNTY solely for the purpose of maintaining the project.	\$2,627 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires	
п.	Web-accessible Stormwater Testing System: The COUNTY will provide training materials for illicit discharge and improper disposal training to fulfill the requirements of by Part III.A.7.c of the MS4 NPDES Permit, spill prevention and response training to fulfill the requirements of by Part III.A.7.d of the MS4 NPDES Permit, and construction site runoff training to fulfill the requirements of by Part III.A.9.c of the MS4 NPDES Permit. The APOPKA has appropriated a one-time fee for the period commencing on 6/1/2017 and ending on 5/31/2018 the total sum of \$433 to be used by the COUNTY solely for the purpose of preparing the training materials to meet the requirements of Parts III.A.7.c, III.A.7.d, and III.A.9.c of the MS4 NPDES Permit.	\$433 one time	To be paid thirty (30) days from the commencement date of the contract	
111.	The timely preparation and submittal by the COUNTY to APOPKA of estimates of annual pollutant loadings, event mean concentrations (EMC), and best management practice (BMP) load reductions, as required by Part V.A. of the MS4 NPDES Permit. APOPKA has appropriated for the period commencing on 6/1/2017 and ending on 11/30/2019 the total sum of \$1,620 to be used by the COUNTY solely for the purpose of preparing the estimates of annual pollutant loadings and EMCs to meet the requirements of Part V.A. of the MS4 NPDES Permit.	\$1,620 one time	To be paid on 6/1/2019	
IV.	The timely performance by the COUNTY of water quality monitoring at the locations and frequencies and for the parameters specified in Exhibit C, analysis of water samples for the parameters specified in Exhibit C, and/or upload of data to the STORET database (or successor) and the Water Atlas as required by Part V.B. of the MS4 NPDES Permit. APOPKA has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of the MS4 NPDES Permit, the annual sum of \$4,788 to be used by the COUNTY solely for the purpose of performing the monitoring activities specified in Exhibit C.	\$ 4,788 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires	

"EXHIBIT B" SHARED RESOURCES

he Responsil bllows:	pilities of the COUNTY and APOPKA as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as	APOPK
l.	The timely implementation by the COUNTY and APOPKA of a public education and outreach program for pesticides, herbicides, and fertilizers to fulfill the requirements of by Part III.A.6 of the MS4 NPDES Permit. APOPKA and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.6 of the MS4 NPDES Permit for pesticides, herbicides, and fertilizers.	Х
n.	The timely implementation by the COUNTY and APOPKA of a public education and outreach program plan for public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the MS4 NPDES Permit. APOPKA and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7e of the MS4 NPDES Permit for public reporting of illicit discharges and improper disposal.	х
III.	The timely implementation by the COUNTY and APOPKA of a public education and outreach program plan for proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit. APOPKA and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7.f of the MS4 NPDES Permit for proper use and disposal of hazardous waste.	Х

"EXHIBIT C"
MONITORING PLAN LOCATIONS

ist Monitoring Station locations agreed	to by COUNTY and	APOPKA to satisfy Part V.A.o.	f the permit				
Monthly Monitoring Station	WBID ID	Latitude/Longitude	Description				
Blue Lake	3002A2	28.658082, -81.468112	samples to be collected by City of Apopka				
Lake Alden	2367	28.698237, -81.536103	samples to be collected by City of Apopka				
Lake Cora	NA NA	28.724265, -81.532472	-	samples to be collected by City of Apopka			
Lake Haines	1488C	28.718036, -81.550110	samples to be collected by Cit	, , , , , , , , , , , , , , , , , , ,			
Lake Pearl	2827B	28.691009, -81.534795	samples to be collected by Cit	<u> </u>			
Lake Todd	NA	28.696166, -81.543506	samples to be collected by Cit	· · · · · · · · · · · · · · · · · · ·			
Quarterly Monitoring Station	WBID ID	Latitude/Longitude	Description Description	.,			
Marshall Lake	2854A	28.677678, -81.532999	samples to be collected by Cit	v of Apopka			
24.0	1200 11.1	20.07.070, 02.002333	campion to the content of the	,,			
Monthly Analytical Costs:							
Analyte	Sites	Months	Cost Per Sample	Cost Per Analyte			
Chlorophyll a	6	12	\$6	\$432			
Total Nitrogen	6	12	\$6	\$432			
Total Phosphorus	6	12	\$6	\$432			
Alkalinity	6	12	\$6	\$432			
Color	6	12	\$6	\$432			
Escherichia coli	6	12	\$6	\$432			
Fecal coliforms	6	12	\$6	\$432			
Quarterly Analytical Costs:							
Analyte	Sites	Quarters	Cost Per Sample	Cost Per Analyte			
Chlorophyll a	1	4	\$6	\$24			
Total Nitrogen	1	4	\$6	\$24			
Total Phosphorus	1	4	\$6	\$24			
Alkalinity	1	4	\$6	\$24			
Color	1	4	\$6	\$24			
Escherichia coli	1	4	\$6	\$24			
Fecal coliforms	1	4	\$6	\$24			
			Subtotal Analytical	\$3,192			
Uploading Analytical Results:			Cook Boy City	Cultural			
	Sites	Quarters	Cost Per Site	Subtotal			
		•	Per Quarter	Data Upload			
			57	\$1,596			
State database and Water Atlas	7	4	5/	\$1,590			



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 X OTHER: Business
 MEETING OF: March 5, 2018
 FROM: Administration
 EXHIBITS: Exhibits A-G

SUBJECT: RFP#2017-22 SPLASH PAD DESIGN/BUILD AT KIT LAND NELSON PARK

REQUEST: APPROVAL OF A SPLASH PAD DESIGN AND AWARD OF CONTRACT FOR

CONSTRUCTION OF SAME

SUMMARY:

The construction of a new Splash Pad was approved in the FY16/17 Budget; however, the initial solicitation produced no bids. After review of this bid, it was discovered that an Engineer could assist in creating a more technically specific bid package. BESH Engineering was selected via the purchasing policy and following Florida state statutes. A scope and conceptual plan was created to solicit a design/build team to complete the project. On May 22nd and 24th, staff held open houses for the public to attend and provide input on what they would like to see for amenities on a splash pad. This information was included in the bid documents. On June 7th, 2017 City Council approved the splash pad budget to be distributed accordingly:

Splash Pad Design/Build & Amenities	\$613,090
Kit Land Nelson Restroom Facility	112,910
Splash Pad Engineer BESH	24,000
Total Splash Pad Budget	\$750,000

The second Request for Proposal (RFP#2017-17) was solicited on Sunday, June 18, 2017 and two proposals were submitted on Wednesday, July 19, 2017. A threat of bid protest for this solicitation and the possibility of further delays, the City Attorney recommended to re-bid the project. City Council voted to reject the bids received and re-bid the project on August 16, 2017.

The third Request for Proposal was revised by staff and the Attorney to include any necessary changes that were identified from the previous solicitation. Several updates were made to remove any items that could be purchased directly by staff in order to provide a cost savings (examples: benches, picnic tables and trash receptacles). RFP# 2017-22 was solicited on Sunday, September 10, 2017 and three proposals were received on Tuesday, October 10, 2017. The bids are as follows:

Company	Bid Design #1	Bid Design #2
Freeport Fountains, LLC	\$525,983	\$543,983
Aquamarine Swimming Pool Company	\$542,010	\$542,010
RL Burns Inc.	\$982,914	\$1,010,114

Evaluations (Exhibit A & B) were conducted via committee and based on the following RFP criteria: Experience/Qualifications/References, Proposal Designs, Overall Value, Project Schedule, and Overall Impression of the Respondent & Proposal. During the initial evaluations the committee requested that the two vendors that were scored the highest be scheduled for presentations. On October 24, 2017 presentations were given by Freeport Fountains, LLC and Aquamarine Swimming Pool Company. Utilizing the same evaluation criteria the committee found Freeport Fountains, LLC to be the highest scored vendor.

On November 1, 2017 City Council approved further evaluation of the Freeport Fountains LLC proposal, City staff has been able to maximize the budget and expand the equipment and design selections. The expanded layout & design options were made possible by staff reducing costs within the proposal, these cost savings are specifically identified via the attached letter from Freeport Fountains LLC in Exhibit C. The updated cost for each design option is also attached via Exhibit D and reflected below:

Option # 1: Ocean Theme \$543,733 Option # 2: Nature Theme \$543,733 Option #3: Fun Splash Theme \$543,493

On Friday, January 26, 2018 a City Council workshop was held to seek any feedback on the splash pad layout options being presented. There seemed to be a general consensus among members that option #3 should be the one constructed within Kit Land Nelson Park. All three options present follow this staff report in Exhibit E. Also during this meeting many questions were asked about operational costs and warranties on equipment and water features. It is believed most if not all answers to these questions have been provided within Exhibit F, a supplemental information sheet that includes a current estimated operating budget for a full year. A contract was proposed and reviewed by staff and the City Attorney, attached as Exhibit G.

Attachments:

Exhibit A: Initial Evaluation Summary Exhibit E: 3 Design Options

Exhibit B: Post Presentation Evaluation Summary Exhibit F: Supplemental Information

Exhibit C: Freeport Fountains Cost Saving Letter Exhibit G: Contract

Exhibit D: Updated Bid Form

FUNDING SOURCE:

Recreation Impact Fees

RECOMMENDATION ACTION:

Community Development Director

Vote on a Splash Design [Option #1, #2 or #3] and award a contract to Freeport Fountains for the design and build.

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity Clerk

Police Chief

Fire Chief

Exhibit A



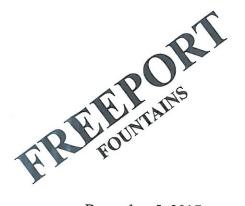
RFP 2017-22 REQUEST FOR PROPOSAL: KIT LAND NELSON PARK SPLASH PAD EVALUATION SUMMARY			Aquamarine Pools	RL Burns	FreePort Fountains
Experience / Qualifications / References - Section A	25 WEIGHT		110	77.5	121.5
Proposal Designs - Section B	30 WEIGHT		130.8	124.8	127.8
Overall Value - Section C	30 WEIGHT		121.8	51.6	138
Project Schedule - Section D	10 Weight		38	38	41
Overall Impression of the Respondent & Proposal	5 Weight		20.2	15.5	19.5
TOTAL WEIGHT	100				
BASE POINTS AVAILABLE (Ranking 0-5 multiplied by weight)	500 BASE POINTS		421	307	448
LOCAL VENDOR PREFERENCE: Awarded to qualifying vendors in addition to base points a. Tier I Local Vendor - Within Apopka City Limits or a City of Apopka Utility Customer - Receives (10) Points b. Tier II Local Vendor - Not a Tier I Local Vendor but within a 20 mile radius of the intersection of Park Avenue and US441 Receives (4) Points	10 Points Maximum		0	4	0
TOTAL POINTS [510 PO	INTS AVAILA	BLE]	421	311	448

Exhibit B



RFP 2017-22 REQUEST FOR PROPO KIT LAND NELSON PARK SPLASH I		Aquamarine	FreePort	
EVALUATION SUMMARY - POST PRESEN Presentations were conducted 10/24/17 3pm-5pm		Pools	Fountains	
Experience / Qualifications / References - Section A	25 WEIGHT		116.5	123.5
Proposal Designs - Section B	30 WEIGHT		135.3	130.8
Overall Value - Section C	30 WEIGHT		121.8	139.8
Project Schedule - Section D	10 Weight		42.4	43
Overall Impression of the Respondent & Proposal	5 Weight		18.5	23.5
TOTAL WEIGHT	100			
BASE POINTS AVAILABLE (Ranking 0-5 multiplied by weight)			435	461
LOCAL VENDOR PREFERENCE: Awarded to qualifying vendors in addition to base points a. Tier I Local Vendor - Within Apopka City Limits or a City of Apopka Utility Customer - Receives (10) Points b. Tier II Local Vendor - Not a Tier I Local Vendor but within a 20 mile radius of the intersection of Park Avenue and US441 - Receives (4) Points	10 Points Maximum		0	0
TOTAL POINTS [510 PO	TOTAL POINTS [510 POINTS AVAILABLE			

Exhibit C



December 5, 2017

Ms. Jessica Pugh City of Apopka 120 E Main Street Apopka, FL 32703

Re: Kitland Park Interactive Water Feature

Dear Ms. Pugh,

Based on our meeting of November 16th we have re-evaluated the pricing for the Kitland Park Interactive Water Feature (IWF) project. We have outlined the detailed results on the attached chart.

In summary, the following items have been changed to reduce their costs:

- The resilient surfacing for the IWF has been eliminated. The IWF deck as well as the surrounding six foot wide wet deck will have a slip resistant, Acrylic deck surfacing which will come in several colors creating decorative patterns.
- The filtration enclosure has been eliminated. The pump equipment, filtration, water treatment and control equipment will be located above grade on a concrete pad adjacent to the existing restroom building. All of the equipment will be completely enclosed in a chain link fence.
- The sanitary sewer and potable water connection points are now adjacent to the existing restroom building.

The funds saved by the changes above will be allocated to enhance other areas of the project, specifically:

- The size of the IWF deck will be increased by 50% to 3,600 square feet. The size of the six foot wide wet deck will also increase as necessary.
- The budget for the purchase and installation of IWF toys and flush mounted nozzles has been increased by 16.5%.
- The budget for the pumping, filtration, water treatment and controls has been increased by 9.4% to accommodate the increased number of toys and nozzles.



Exhibit C

Ms. Jessica Pugh City of Apopka December 5, 2017 Page Two

Based on the new budget allocation, Freeport will produce two concepts for the IWF design. These concepts will be based on a Seashore theme and a Woodlands theme. Both concepts will include a large central water play piece in addition to various smaller pieces and nozzles. Patterns in the colored Acrylic Deck will complement the themes. Freeport will provide visuals to present these new designs.

Please let us know if you have any questions on the above or need anything further.

Sincerely,

FREEPORT FOUNTAINS, LL

Joel M. Wolcott Vice President

Exhibit D

Kit Land Park Interactive Water Feature Freeport Fountains, LLC Monday, January 22, 2018 Summary Form Option 1 - Ocean Theme

Description	Cost
Splash Pad- pump, filtration, piping and installation	\$ 175,000.00
Splash Pad- toys and flush mounted jets/fountains	\$ 148,000.00
Splash Pad- surfacing Acrylic - 4,883 sq ft	\$ 19,300.00
Splash Pad – concrete pad structure 3,600 sq ft	\$ 72,000.00
6' Overspray Zone- concrete 1,283 sq ft	\$ 25,504.00
Splash Park Sign	\$ 300.00
Foot and Body Shower	\$ 3,950.00
Filtration Enclosure- lockable chain link fence with top	\$ 3,300.00
Security & Safety	
Fencing & Gate	\$ 6,977.00
Utilities	
Utility Connections - Water	\$ 1,500.00
Utility Connections - Sewer	\$ 2,500.00
Utility Connections - Electrical	\$ 7,500.00
Site Furniture	
Swim Diaper Vending Machine	\$ 1,000.00
Structures	
12' x 20' Shade Structure	\$ 17,490.00
25' x 40' Shade Structure	\$ 28,050.00
Other Costs	
Design & Permitting Services	\$ 13,050.00
General Conditions	\$ 12,000.00
Payment & Performance Bond 110%	\$ 6,312.00
Tota	\$ 543,733.00

Exhibit D

Kit Land Park
Interactive Water Feature
Freeport Fountains, LLC
Monday, January 22, 2018
Summary Form
Option 2 - Nature Theme

Description	\top	Cost
Splash Pad- pump, filtration, piping and installation	\$	175,000.00
Splash Pad- toys and flush mounted jets/fountains	\$	148,000.00
Splash Pad- surfacing Acrylic - 4,883 sq ft	\$	19,300.00
Splash Pad – concrete pad structure 3,600 sq ft	\$	
	\$	72,000.00
6' Overspray Zone- concrete 1,283 sq ft		25,504.00
Splash Park Sign	\$	300.00
Foot and Body Shower	\$	3,950.00
Filtration Enclosure- lockable chain link fence with top	\$	3,300.00
Security & Safety		
Fencing & Gate	\$	6,977.00
Utilities		
Utility Connections - Water	\$	1,500.00
Utility Connections - Sewer	\$	2,500.00
Utility Connections - Electrical	\$	7,500.00
Site Furniture		
Swim Diaper Vending Machine	\$	1,000.00
Structures		
12' x 20' Shade Structure	\$	17,490.00
25' x 40' Shade Structure	\$	28,050.00
Other Costs		
Design & Permitting Services	\$	13,050.00
General Conditions	\$	12,000.00
Payment & Performance Bond 110%	\$	6,312.00
		error € orași est esta Baltin
Tota	1	\$ 543,733.00
	+	
	+	

Exhibit D

Kit Land Park Interactive Water Feature Freeport Fountains, LLC Monday, January 22, 2018 Summary Form Option 3 - Fun Splash Theme

Description		Cost
Splash Pad- pump, filtration, piping and installation	\$	205,000.00
Splash Pad- toys and flush mounted jets/fountains	\$	114,500.00
Splash Pad- surfacing Acrylic - 4,883 sq ft	\$	22,560.00
Splash Pad – concrete pad structure 3,600 sq ft	\$	72,000.00
6' Overspray Zone- concrete 1,283 sq ft	\$	25,504.00
Splash Park Sign	\$	300.00
Foot and Body Shower	\$	3,950.00
Filtration Enclosure- lockable chain link fence with top	\$	3,300.00
Security & Safety		
Fencing & Gate	\$	6,977.00
Utilities		
Utility Connections - Water	\$	1,500.00
Utility Connections - Sewer	\$	2,500.00
Utility Connections - Electrical	\$	7,500.00
Site Furniture		
Swim Diaper Vending Machine	\$	1,000.00
Structures		
12' x 20' Shade Structure	\$	17,490.00
25' x 40' Shade Structure	\$	28,050.00
Other Costs		
Design & Permitting Services	\$	13,050.00
General Conditions	\$	12,000.00
Payment & Performance Bond 110%	\$	6,312.00
Taba	-	Ć F.42. 402.00
Tota	1	\$ 543,493.00
	+	7



Kit Land Nelson Park Splashpad®, FL Revision 02 - Opt 1 - 27175



Kit Land Nelson Park Splashpad®, FL





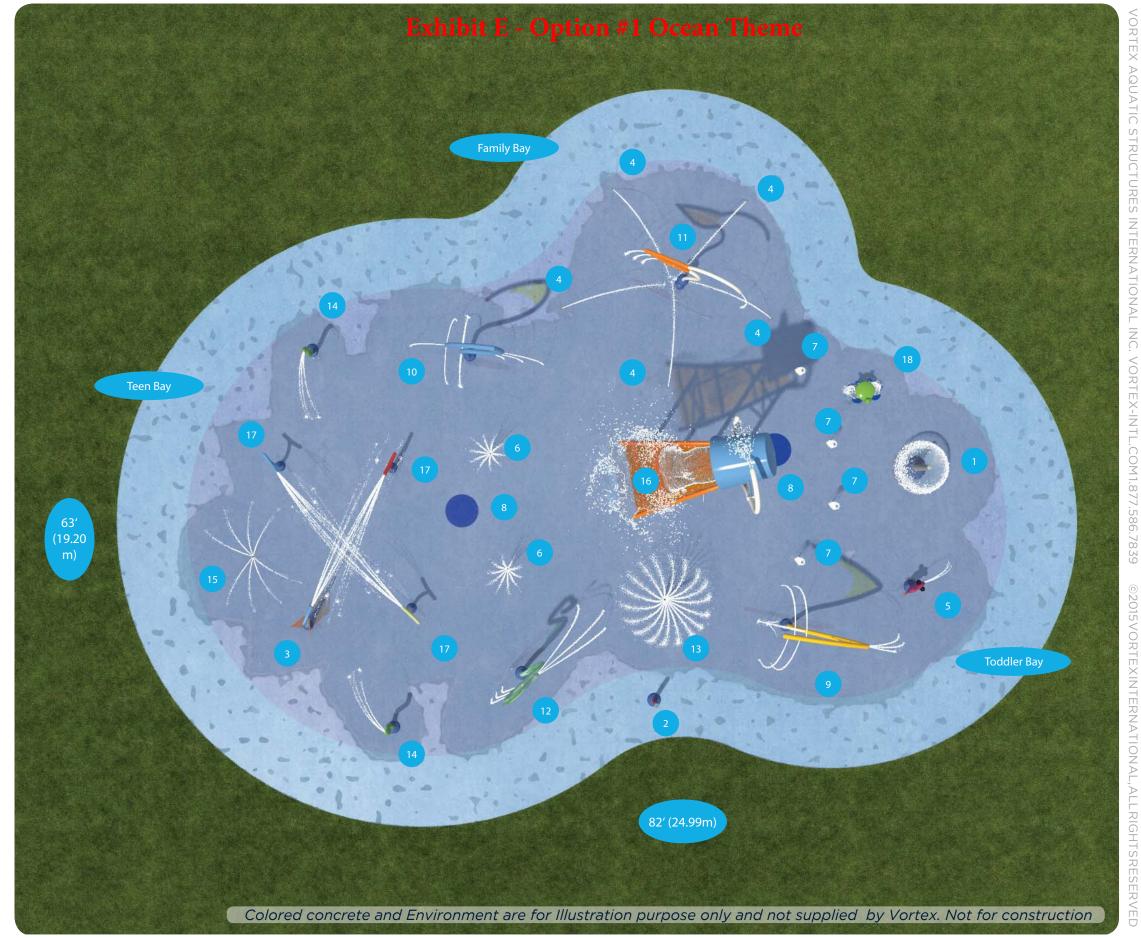
Kit Land Nelson Park Splashpad®, FL Revision 02 - Opt 1 - 27175

SPLASHPAD® COMPONENTS

Total area: $3685 \, \text{ft}^2 \, (342 \, \text{m}^2)$ Spray area: $2403 \, \text{ft}^2 \, (223 \, \text{m}^2)$

REF	PRODUCT	QTY	GPM	LPM
1	Aqua Dome N°1 VOR 555	1	14	53
2	Bollard Activator No 3 VOR 611	1	0	Ο
3	Bow N°2 VOR 7783	1	7.5	28.4
4	Directional Jet N°1 VOR 305	5	15	56.8
5	Fish N°1 VOR 7218	1	4	15.1
6	Geyser VOR 301	2	15	56.8
7	Jet Stream N°2 VOR 325	4	16	60.6
8	Playsafe Drain N°1 VOR-1001.4000	2	Ο	0
9	Sea Silhouette Angelfish VOR 7685	1	15	56.8
10	Sea Silhouette Fish VOR 7687	1	14	53
11	Sea Silhouette Pelican VOR 7688	1	7.5	28.4
12	Sea Silhouette Seahorse VOR 7684	1	5.5	20.8
13	Side Winder VOR 7518	1	6.5	24.6
14	Silhouette N°2 VOR 7773	2	9	34.1
15	Spidey Spray N°2 VOR 7674	1	8.5	32.2
16	Super Splash N° 2 VOR 130	1	31.5	119.2
17	Tube N°1 VOR 220	3	22.5	85.2
18	Turtle N°2 VOR 7216	1	12.5	47.3
	TOTAL WATER FLOW	QTY	GPM	LPM
		30	204.0	772.3

Bathing Load: 40 Persons





Kit Land Nelson Park Splashpad®, FL Revision 01 - Opt 2 - 27175



Kit Land Nelson Park Splashpad®, FL Revision 01 - Opt 2 - 27175



Kit Land Nelson Park Splashpad®, FL



Kit Land Nelson Park Splashpad®, FL

SPLASHPAD® COMPONENTS

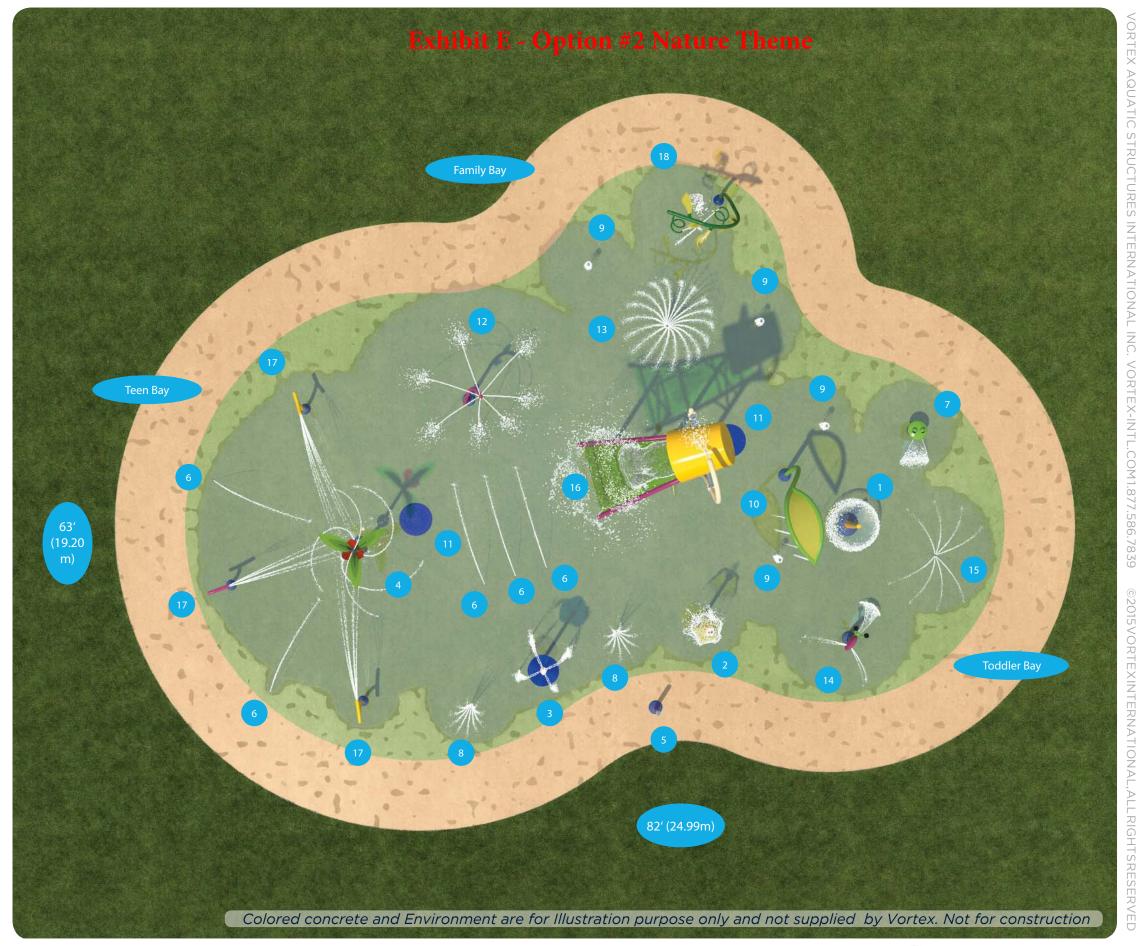
3685ft² (342m²)

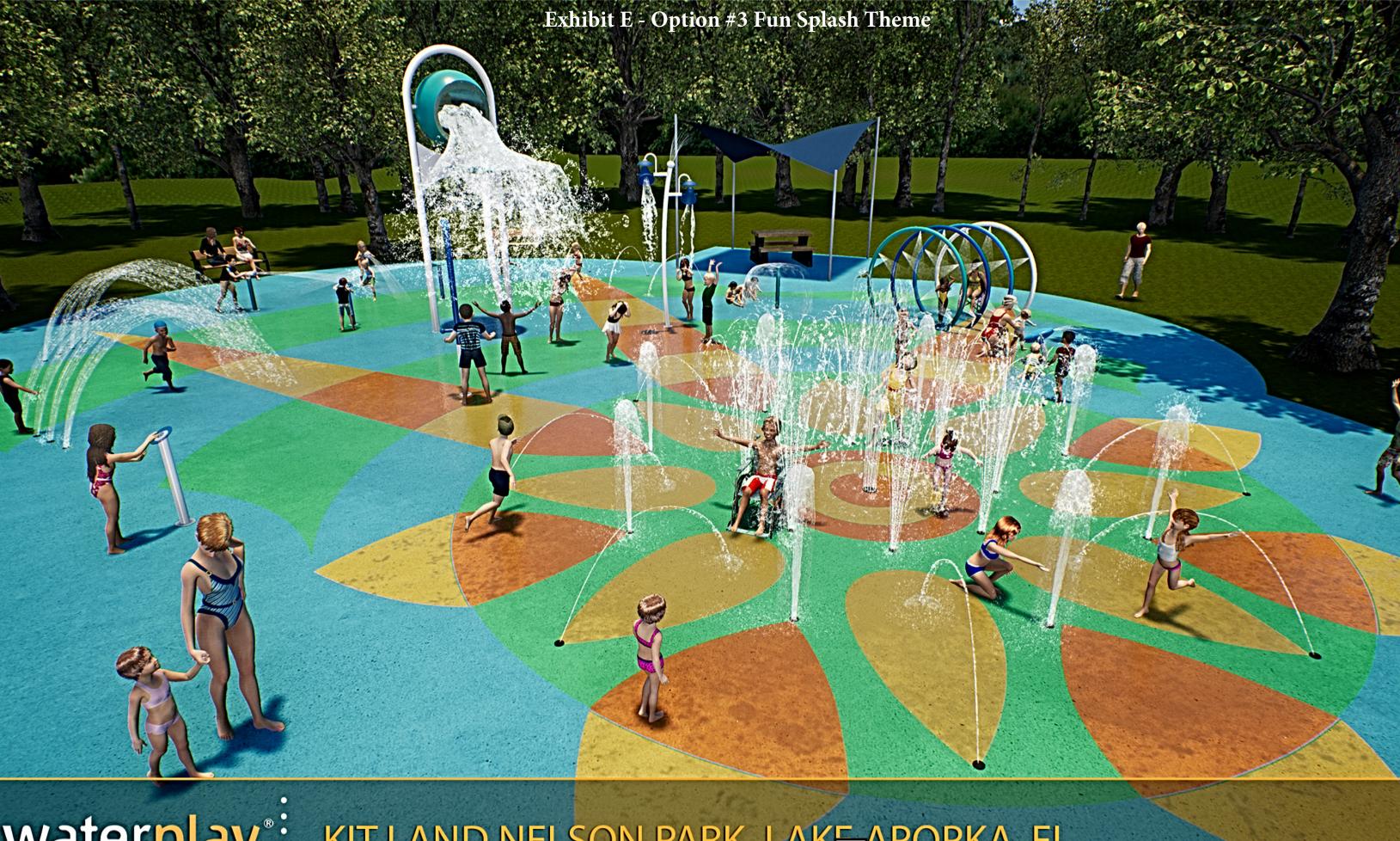
Spray area: 2403ft² (223m²)

Total area:

REF	PRODUCT	QTY	GPM	LPM
1	Aqua Dome N°1 VOR 555		14	53
2	Aqualien Flower N°1 VOR 7388	1	7.5	28.4
3	Aqualien Power Flower N°1 VOR 7631	1	15	56.8
4	Bloom N°1 VOR 7486	1	8.5	32.2
5	Bollard Activator No 3 VOR 611	1	0	0
6	Directional Jet N°1 VOR 305	5	15	56.8
7	Frog N°1 VOR 7200	1	11.5	43.5
8	Geyser VOR 301	2	15	56.8
9	Jet Stream N°2 VOR 325	4	16	60.6
10	Leaf N°2 VOR 7657	1	5.5	20.8
11	Playsafe Drain N°1 VOR-1001.4000	2	0	0
12	Seaweed N°3 VOR 7781	1	5.5	20.8
13	Side Winder VOR 7518	1	6.5	24.6
14	Snail N°4 VOR 7217	1	6.5	24.6
15	Spidey Spray N°2 VOR 7674	1	8.5	32.2
16	Super Splash N° 2 VOR 130	1	31.5	119.2
17	Tube N°1 VOR 220	3	22.5	85.2
18	Vine VOR 7784	1	5	18.9
	TOTAL WATER FLOW	QTY	GPM	LPM
		29	194.0	734.4

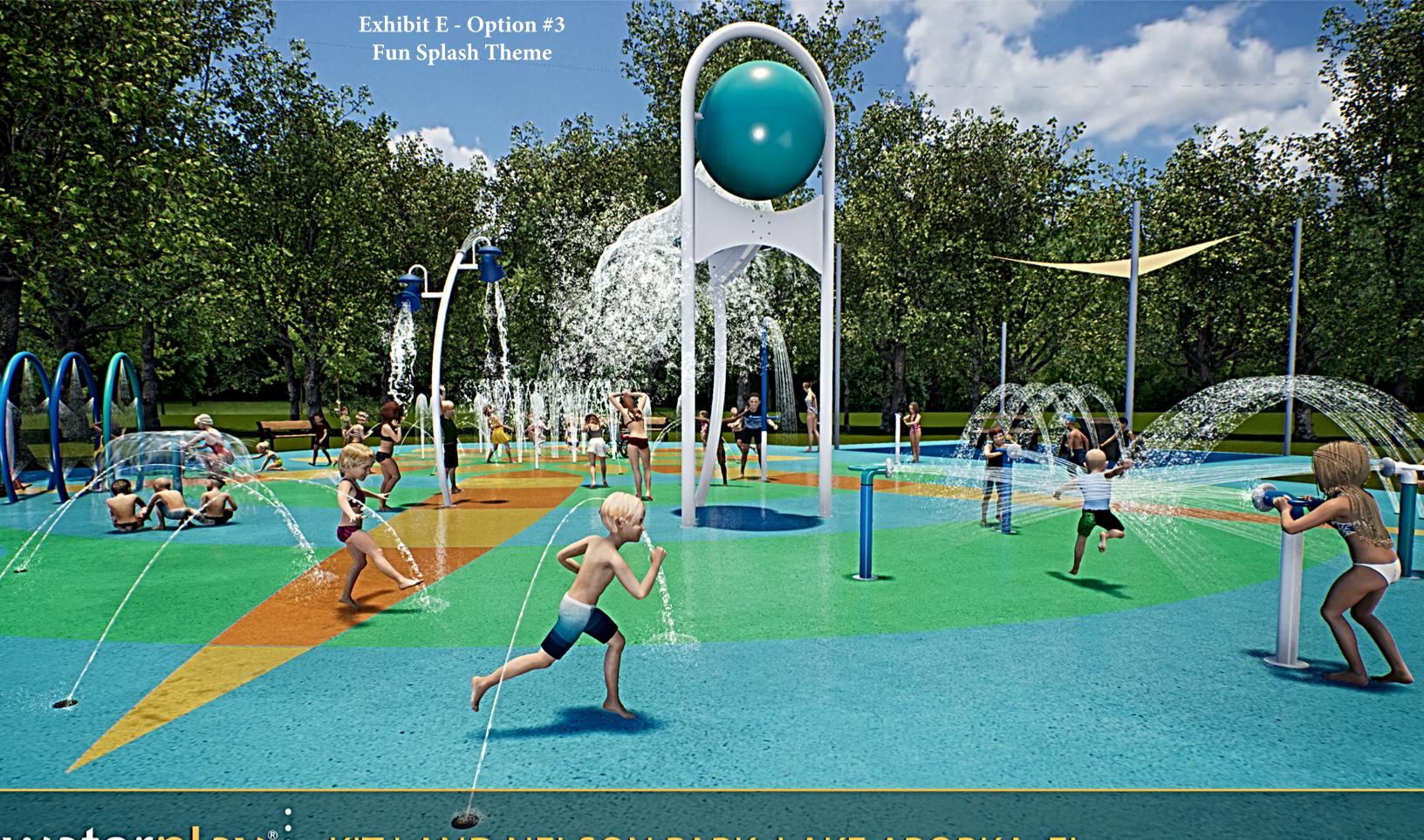
Bathing Load: 39 Persons





waterplay

KIT LAND NELSON PARK, LAKE APOPKA, FL



waterplay: KIT LAND NELSON PARK, LAKE APOPKA, FL

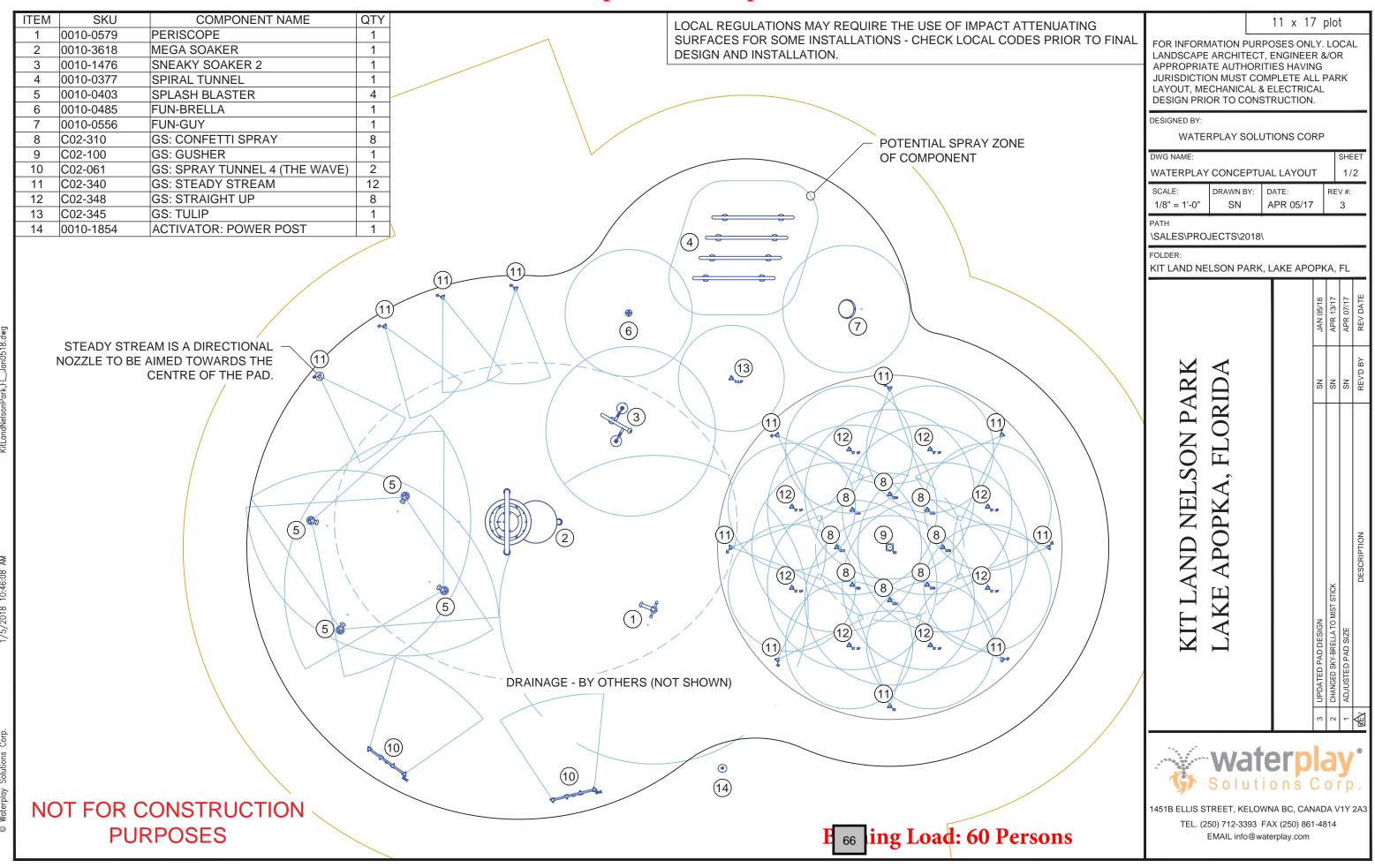


waterplay

KIT LAND NELSON PARK, LAKE APOPKA, FL

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Exhibit E - Option #3 Fun Splash Theme



Supplemental Information

Proposed Operating Schedule

April 1 - End of School Year	Saturday and Sunday Only	10 AM thru 6 PM
Summer Break – School Year Start	7 days per week	10 AM thru 6 PM
School Year Start – September 30 th	Saturday and Sunday Only	10 AM thru 6 PM

Bathing Load Maximum = 60

General Admission

\$2 for anyone entering the Splash Pad fenced area. \$15 for each annual Pass for bona fide City residents

Splash Park Party Package [Booking with 50% deposit required 7 days in advance]

A \$250 package would include:

- Two hour exclusive use of the Splash Pad (6 PM 8 PM)
- A T-shirt [logo to be determined]
- Two Splash Pad attendants on duty throughout the party
- Fully climate controlled restrooms open

Estimated Revenue

General Admission (\$2/person)

Days open during April and May is estimated to be 17. Using a half bathing load of 30 new users every 2 hours [rotating], a total of 150 different individuals would use the facility each day. 150 people x 2 each = \$300 per day x 16 days = \$4,800 [total estimated attendance = 2,550].

Days open between June and beginning of School is estimated to be 74. Using a bathing load of 75% [hotter weather] of capacity and rotating out every 2 hours, a total of 225 people per day would use the facility.

225 people x \$2 each = \$450per day x 74 days = \$33,300 [total estimated attendance = 16,650].

Days open between start of a new school year and October 31st is estimated to be 19. Using a half bathing load of 30 new users every 2 hours [rotating], a total of 150 different individuals would use the facility.

150 people x \$2 each = \$300 per day x 19 days = \$5,700 [total estimated attendance = 2,850].

It is estimated approximately 5% of the Apopka population would purchase an annual pass, which is approximately 2,500. This would generate \$37,500 in additional revenue.

While it is difficult to estimate how many people would book parties, but assume 10 take place. 10 parties x \$250 each = \$2,500.

Summary of Estimated Revenue

General Admission		\$43,800
Annual Passes		37,500
Birthday Parties	(25 x\$250)	<u>2,500</u>

Total Anticipated Revenues \$83,800

Estimated Expense Budget

Part Time Salaries (2,652hrs x \$10) ¹	\$26,520
FICA/Medicare Taxes	2,029
Workers' Compensation ²	1,800
Utilities ²	19,000
Liability ²	1,800
Miscellaneous ²	2,500
Operating Supplies ²	1,500
Uniforms ²	500

Total Estimated Operating Costs \$55,649

Estimated Net Revenue \$28,151

Note: Revenues could be 33.59% less and the venue would breakeven given estimated costs of operations.

OTHER NOTES

- o Freeport Fountains would charge \$2,700 per month to perform weekly maintenance including chemicals
- O Surface and Filtration system warranty and lifespan: The filtration system is warranted for 2 years. The surface, acrylic installers, offer a one year materials and workmanship warranty although Freeport Fountains has indicated they typically see this material last in excess of 5 years before needing to be recoated.
- A quote for a remote automation maintenance hardware/software is included. This system
 will alert an assigned person to a myriad of issues and advise what needs to be done to
 correct them. This equipment is believed to be more than necessary.
- Freeport is guaranteeing the splash pad will be ready to open 120 days from start of construction. At one point representatives indicated it would take 30 days to mobilize after a contract is accepted by the City.

¹ 12 Attendants working varying hours. Paid PT with no benefits at \$10 per hour.

² Taken from another nearby City's budget.

Kit Land Nelson Park Splash Pad Financial Summary

March 7, 2018

Splash Pad Design/Build & Amenities		Budget	Costs	Balance
Splash Pad Construction		\$544,000	\$543,493	\$507
Estimated Geotechnical Soil Samples: Not to Exceed		\$0	\$2,500	-\$2,500
Remote Access: ChemCom & WECS II		\$0	\$3,250	-\$3,250
Demolition: Public Services		\$17,800	\$0	\$17,800
Benches, Tables, Trash Bins		\$32,750	\$32,750	\$0
Contingency [approximately 3%]		\$18,540	\$0	\$18,540
	Totals	\$613,090	\$581,993	\$31,097

Kit Land Nelson Restroom Facility		Budget	Costs	Balance
Contractor - CGC Kilfoyle		\$112,910	\$112,910	\$0
Change Order #1 - Exterior Lights & Foyer Area		\$0	\$3,530	-\$3,530
Change Order #2 - Foyer, Electric Panel, A/C & Lights		\$0	\$2,400	-\$2,400
Change Order #3 - Exterior Door Panic Bar Install		\$0	\$438	-\$438
DynaFire - Badge Swipper Install		\$0	\$3,385	-\$3,385
1	otals	\$112,910	\$122,663	-\$9,753

Splash Pad Engineer	Budget	Costs	Balance
BESH - Engineer	\$24,000	\$23,360	\$640
Change Order - Re-bid [III]	\$0	\$2,960	-\$2,960
Totals	\$24,000	\$26,320	-\$2,320

TOTAL BUDGET VARIANCE	BUDGET	COSTS	BALANCES
Splash Pad Design/Build & Amenities	\$613,090	\$581,993	\$31,097
Kit Land Nelson Restroom Facility	\$112,910	\$122,663	-\$9,753
Splash Pad Engineer	\$24,000	\$26,320	-\$2,320
Total	\$750,000	\$730,976	\$19,024

Maintenance and Inspection Outline

ONCE WEEKLY

Remove and dispose of any debris from the (2) filter pump basket strainers ** Backwash each sand filter while observing the sight glass to ensure adequate cleansing. **

Remove and dispose of any debris from the discharge wye strainer **
Check pool water chemistry with test-kit. Record ORP reading. Record pH reading

Add chemicals as necessary to maintain water balance and clarity.

Refill the Chlorine tank.

Refill the Muriatic Acid tank

Clean feature jets as necessary. Disassemble and remove any debris that may be lodged in the flow straightener beneath the jet head.

** Note: Frequency should be increased or decreased 'as needed' based on degree of accumulated debris or clogging.

ONCE MONTHLY

Push the test button and reset each G.F.C.I. circuit breaker.

Turn on fountain lighting and check for non-functioning LED's. Report any non-functioning LED's.

Inspect and clean any accumulated debris from fountain light fixture lenses.

Lift the float switches to verify operation of the vault fill float.

Activate each of the feature solenoid control valves. Verify that each corresponding feature, normally triggered by the animation controller to lower the jet heights accordingly. Make calibration adjustments as needed.

Inspect and clean any accumulated debris from the wye strainers.**

TWICE YEARLY

Lubricate pump motors as necessary.

Reset timeclocks for daylight savings time adjustment.

Refer to the individual sections in the Operation & Maintenance manual, and to the manufacturer's instructions and guidelines located at the back of the manual, for more detailed maintenance and inspection procedures.



LIMITED WARRANTY FOR PRODUCTS

All Vortex aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex Aquatic Structures International warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below only if the specified environmental parameters are met and none of the exclusions apply.

REGISTRATION

All warranties start on the date of the seller's invoice.

COVERAGE PERIODS

25 YEARS	10 YEARS	5 YEARS	2 YEARS	2 YEARS
Structural stainless steel on features	Concrete: • Glass fibre reinforced concrete Spray nozzles: • brass spray caps • stainless steel nozzles Weld Workmanship	Other Material:	 HDPE (high-density polyethylene) UHMW (ultra-high molecular weight polyethylene) 	Hydraulic components: Fast-acting valves Pressure gauge Solenoids/ solenoid valves Ball valve Backflow preventer Pressure regulator Strainer Stainless steel hardware Bearings and rotational joints Paint adhesion
			Time switchesManual switches	1 YEAR
			 Transformer/power supply Breaker Electrical wiring and connection Programmable computer, router, 3G cellular router, DMX Controller, Touch screen PCB (Printed Circuit Board) Activators LED lights 	Fiberglass & fiberglass themed structures EVA close cell foam

Seeflow™ is a trademark of Vortex Aquatic Structures International

ENVIRONMENTAL PARAMETERS

INDOOR POOL AIR QUALITY

Vortex Aquatic Structures International warrants its products as long as the environment meets or exceeds ANSI / ASHRAE 62.1:2013 or equivalent ventilation for acceptable indoor air quality as well as industry best practices.



WATER QUALITY (WATER RECIRCULATION / FRESH WATER)

Vortex Aquatic Structures International warrants its products as long as the water quality meets the below chemistry profile and industry best practices.

pH: 7.4-7.6	Free chlorine: 1-5 PPM	Alkalinity: 80-100 PPM
Calcium hardness: 250-350 PPM	Total hardness: 225-250 PPM	Copper/Iron/Manganese: Not present
Stabilizer: 40-60 PPM	Saturation index: -0.3 to +0.3	Salt concentration/salinity: 2500-4500 PPM

OUTDOOR ENVIRONMENTAL CONDITIONS

Vortex Aquatic Structures International warrants the performance of the materials used in its products under the following environmental conditions:

Ultraviolet light	Salt exposure	Temperature	Humidity
Powder-coat paint: ASTM D523: 80-95+- ASTM D523: 55-65 &/or DIN 67530 EN ISO 2813 Plastic: 6,000 kJ or 12,000 kJ of exposure	Paint: ASTM B117 &/or DIN EN ISO 9227 Salt spray resistance: 1000 hrs	Plastic: ASTM D648 &/or ISO 75-2/Be	Paint: ASTM D2247 &/or ISO 6270-1 Humidity resistance: 1000 hrs Plastic: ASTM D 570 & ISO 62 Water absorption: 0.15- 0.2%

EXCLUSIONS

Any of the below conditions will render this warranty invalid.

- 1. Careless manipulation (including but not limited to mishandling, repackaging and transport) of Vortex equipment (products, systems, subassemblies and parts).
- 2. Exceeding product and system design capacities.
- 3. Misapplication, abuse, misuse, and/or operation of the equipment outside the parameters described in the user manual and/or design layouts provided by Vortex.
- 4. Failure to ensure that the structures and/or equipment are only subjected to normal use for the purpose for which the products were designed.
- 5. Failure to erect and/or install products according to the installation and assembly instructions provided by Vortex.
- 6. Addition or substitution of parts or modification of any type to Vortex equipment or components unless approved by Vortex in writing.
- 7. Use of non-original manufacturer replacement parts.
- 8. Subjecting the structures and/or equipment to modification, alteration, or repair by persons other than the Seller or Seller's designees in any respect which, in the judgment of the Seller, affects the condition or operation of the structures and or components.
- 9. Negligence and/or failure to perform regular maintenance on products, equipment and parts according to best practices and the procedures and documentation provided by Vortex.
- 10. Products, equipment and parts that are exposed to water chemistry profiles outside the listed water quality environmental parameters and swimming pool industry standards.
- 11. 1Failure to properly winterize equipment according to best practices and the procedures and documentation provided by Vortex, including but not limited to improper drainage in freezing conditions.
- 12. Accidental damage, fire, acts of God or other circumstances outside the control of Vortex.
- 13. Personal injury due to improper use of Vortex equipment.
- 14. Vandalism.



LIMITATIONS ON LIABILITY

Except as otherwise set forth herein Vortex makes no representation or warranty of any kind, express or implied, with respect to the products or their functionality, performance or results of use thereof. No implied warranty is given in respect of satisfactory quality or of fitness for any particular purpose or implied warranty arising by usage of trade, course of dealing or course of performance. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits or costs for removal and installation required to perform repairs or replacements, including any labor, travel and rental equipment costs arising out of this warranty or any other agreement, the transactions contemplated hereby, the products or the use of the products.

CLAIMS

To make a claim, please contact your local representative or send your written statement of claim, along with the original project number and/or project name to Vortex by

email: support@vortex-intl.com

mail: Vortex Aquatic Structures International, 328 Avro Street, Pointe-Claire, QC, H9R 5W5, Canada

fax: +1.514.989.0413

To contact Vortex with any questions or comments with regards to this warranty, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to support@vortex-intl.com.

To contact Vortex with general questions or comments, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to info@vortex-intl.com.

Vortex Aquatic Structures International is not liable for any incidental expenses, inconvenience or loss due to warranty claims.

SHIPPING

For approved warranty replacements at the discretion of Vortex, economical ground shipping will be free of charge for one year from the date of the seller's invoice. After that period, shipping charges will be incurred by the client.





LIMITED WARRANTY FOR WATER MANAGEMENT SYSTEMS (WMS)

All Vortex aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex Aquatic Structures International warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below only if the specified environmental parameters are met and none of the exclusions apply.

REGISTRATION

All warranties start on the date of the seller's invoice.

COVERAGE PERIODS

10 YEARS	2 YEARS	2 YEARS	2 YEARS
WMS components: • Fiberglass sand/ cartridge filter • Skid Weld Workmanship	 Chemical controller Electrical relays Terminal block Time switches Manual switches Transformer/power supply Circulation pump Fast-acting valves Pressure gauge Solenoids Ball valve Backflow preventer Pressure regulator 	Above ground enclosure: • Dome • Carbon steel cabinet	
5 YEARS	 Electrical wiring and 	Chemical injection pumpAcid feed system	1 YEAR
WMS components: • Manifold • Playsafe™ & deck drain box • Support frame Enclosure: • NEMA (National Electrical Manufacturers Association) enclosure • Aluminium vault Capture and repurposing: • Storage blocks • Access hatches	 Breaker Electrical wiring and connection Programmable computer Touch screen Pcb (printed circuit board) Chemical sensing probe Chlorinator Flow switches Motor starter 	Strainer Pressure sensors Variable Frequency Drive Ultra-Violette system Polymer: PVC (polyvinyl chloride) piping and fittings HDPE (high-density polyethylene) UHMW (ultra-high molecular weight polyethylene) Water containment system Polyurethane Chemical containment system Debris trap enclosure	Capture and repurposing: Geotextile Geogrid Filtration and disinfection system Ultrasonic level transmitter Sump pump PVC (polyvinyl chloride) liner Polyethylene tube

ENVIRONMENTAL PARAMETERS

INDOOR POOL AIR QUALITY

Vortex Aquatic Structures International warrants its products as long as the environment meets or exceeds ANSI / ASHRAE 62.1:2013 or equivalent ventilation for acceptable indoor air quality as well as industry best practices.

WATER QUALITY (WATER RECIRCULATION / FRESH WATER)

Vortex Aquatic Structures International warrants its products as long as the water quality meets the below chemistry profile and industry best practices.



pH: 7.4-7.6	Free chlorine: 1-5 PPM	Alkalinity: 80-100 PPM
Calcium hardness: 250-350 PPM	Total hardness: 225-250 PPM	Copper/Iron/Manganese: Not present
Stabilizer: 40-60 PPM	Saturation index: -0.3 to +0.3	Salt concentration/salinity: 2500-4500 PPM

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Vortex Aquatic Structures International warrants the performance of the materials used in its products under the following environmental conditions:

Ultraviolet light	Salt exposure	Temperature	Humidity
Powder-coat paint: ASTM D523: 80-95+- ASTM D523: 55-65 &/or DIN 67530 EN ISO 2813 Plastic: 6,000 kJ or 12,000 kJ of exposure	Paint: ASTM B117 &/or DIN EN ISO 9227 Salt spray resistance: 1000 hrs	Plastic: ASTM D648 &/or ISO 75-2/Be	Paint: ASTM D2247 &/or ISO 6270-1 Humidity resistance: 1000 hrs Plastic: ASTM D 570 & ISO 62 Water absorption: 0.15- 0.2%

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- 5. Failure to erect and/or install products according to the installation and assembly instructions provided by Vortex.
- 6. Addition or substitution of parts or modification of any type to Vortex equipment or components unless approved by Vortex in writing.
- 7. Use of non-original manufacturer replacement parts.
- 8. Subjecting the structures and/or equipment to modification, alteration, or repair by persons other than the Seller or Seller's designees in any respect which, in the judgment of the Seller, affects the condition or operation of the structures and or components.
- 9. Negligence and/or failure to perform regular maintenance on products, equipment and parts according to best practices and the procedures and documentation provided by Vortex.
- 10. Products, equipment and parts that are exposed to water chemistry profiles outside the listed water quality environmental parameters and swimming pool industry standards.
- 11. Failure to properly winterize equipment according to best practices and the procedures and documentation provided by Vortex, including but not limited to improper drainage in freezing conditions.
- 12. Accidental damage, fire, acts of God or other circumstances outside the control of Vortex.
- 13. Personal injury due to improper use of Vortex equipment.
- 14. Vandalism.



LIMITATIONS ON LIABILITY

Except as otherwise set forth herein Vortex makes no representation or warranty of any kind, express or implied, with respect to the products or their functionality, performance or results of use thereof. No implied warranty is given in respect of satisfactory quality or of fitness for any particular purpose or implied warranty arising by usage of trade, course of dealing or course of performance. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits or costs for removal and installation required to perform repairs or replacements, including any labor, travel and rental equipment costs arising out of this warranty or any other agreement, the transactions contemplated hereby, the products or the use of the products.

CLAIMS

To make a claim, please contact your local representative or send your written statement of claim, along with the original project number and/or project name to Vortex by

email: support@vortex-intl.com

mail: Vortex Aquatic Structures International, 328 Avro Street, Pointe-Claire, QC, H9R 5W5, Canada

fax: +1.514.989.0413

To contact Vortex with any questions or comments with regards to this warranty, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to support@vortex-intl.com.

To contact Vortex with general questions or comments, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to info@vortex-intl.com.

Vortex Aquatic Structures International is not liable for any incidental expenses, inconvenience or loss due to warranty claims.

SHIPPING

For approved warranty replacements at the discretion of Vortex, economical ground shipping will be free of charge for one year from the date of the seller's invoice. After that period, shipping charges will be incurred by the client.



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WATERPLAY® PRODUCT WARRANTY

Waterplay Solutions Corp.® (Waterplay) is committed to delivering the highest quality products on the market. Waterplay features are built with the best materials, to the most stringent manufacturing standards. Our personal pride and construction confidence are backed by the following warranties:

Material Warranty

•	Stainless Steel Piping & Weldments	25 years
•	Aluminum Materials	10 years
•	Acetyl Nozzles, Urethane/HDPE	5 years
•	Fiberglass, Acrylic & Polycarbonate Materials	2 years
•	Stainless Steel Hardware	2 years
•	Concrete (play features only)	1 year
•	Decals (out of reach of patrons)	1 year

Water Distribution Warranty

•	Water Distribution Skid	10 years
•	Water Distribution & Recirculation Equipment	2 years
•	Electrical Controllers & Activator Switches	2 years
•	Kiosk Contents & Hardware	2 years

Play Feature Warranty

	Sound Components	2 years
•	Moving Parts	2 years
•	LED Components	1 year

Play Feature Finish Warranty

	Powder Coated	2 years
•	Painted (Airbrushed Graphics)	2 years

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural fading in feature finish over time are considered cosmetic issues and not covered. Features installed in indoor aquatic facilities, coastal areas and areas with high heat and humidity will encounter more discoloring and cosmetic issues.

Waterplay staff and/or appointed service agents are prepared with guidelines for maintenance and rapid response assistance should anything go awry. With our reliable support and quality products, Waterplay takes pride in knowing that our customers have a quality system that runs without interruption. Waterplay offers an option to extend your standard warranty on the control panel to 3, 4 or 5 years. Extended warranty



May 2, 2016

commences at expiration of the standard 2 year warranty period and must be purchased by the time the park is commissioned or within 12 months of goods received on site, whichever comes first.

SAFETY

In situations where Waterplay products are utilized for any purpose other than those approved by Waterplay, the customer will be held fully responsible. In addition, Waterplay will not be held responsible for the operation, function, performance, misuse, injuries, or claims resulting from any other products installed within proximity to water structures manufactured by Waterplay.

CONDITIONS

- Park registration process must be complete prior to a warranty claim being processed http://www.waterplay.com/en/park-registration/
- 2. All warranties commence upon receipt of goods on site and are only valid if Waterplay equipment is installed in accordance with Waterplay specifications and installation instructions. Waterplay will not cover warranty issues resulting from installation errors.
- 3. Modifications to Waterplay equipment without prior written approval will void all warranties covered by this document.
- 4. Warranties are limited to the value of parts and components sold. The client is responsible for the cost of removing and replacing warranted parts/features, the cost for shipping of warranty items to the client site and the return of defect items to Waterplay (if required).
- All warranty claims against shipping damages or missing parts will be in accordance with the Terms & Conditions of the Purchase Agreement.
- It is the responsibility of the owner to inspect all aspects of their facility at regular intervals. All maintenance shall be performed in accordance with the Waterplay Owner's Manual and documented in an approved log book.
- 7. Waterplay does not assume responsibility for damage resulting from extreme weather conditions such as flooding, fires, lightning or any act of force majeure. Waterplay does not warrant defects or damage caused by water supply or quality of utilities nor does it warrant landscaping, site amenities or surfacing in areas where Waterplay products are installed.
- 8. Any warranty issues are governed by the laws of the province of British Columbia, Canada.
- Warranty claims will only be processed for accounts considered to be in good standing at the time the claim is made.
- 10. The foregoing warranties are exclusive and in lieu of all other warranties. There shall be no liability for incidental or consequential damages.
- **11**. Waterplay reserves the right to develop, improve, change or discontinue any product and/or specification without notice and is has no obligation to retrofit these changes into existing parks.

AGREEMENT

OWNER: City of Apopka **OWNER'S CONTACT** INFORMATION: 120 E. Main St., Apopka, Florida 32703 Freeport Fountains, LLC, an Arkansas limited liability company CONTRACTOR: CONTRACTOR'S 1510 Kastner Place, Sanford, Florida 32771 CONTACT INFORMATION: CONTRACTOR'S ENGINEER: Joel M. Wolcott, PE **ENGINEER CONTACT** 1510 Kastner Place, Sanford, Florida 32771 INFORMATION: SITE: Kit Land Nelson Park, Apopka, Florida PROJECT: Splash Pad Design/Build Project THE WORK: See Exhibit "A" attached hereto CONTRACT PRICE: \$XXX,XXX DATE OF COMMENCEMENT: Five (5) days following City's Notice to Proceed TIME FOR SUBSTANTIAL Contract Time of 120 calendar days from issuance of Notice to Proceed COMPLETION: and following issuance of all building permits

March _____, 2018

EFFECTIVE DATE OF

THIS AGREEMENT:

ARTICLE 1 THE WORK; CONTRACT DOCUMENTS

- Owner and Contractor (Owner 1.1 and Contractor are sometimes collectively referred to herein as the "Parties" and each, individually, as a "Party") have agreed on the scope of work (attached hereto as Exhibit "A" and incorporated in this Agreement by this reference) which reflects the work, labor, materials, services, Design Services (as defined herein) and equipment (collectively, the "Work") to be performed and/or furnished by Contractor pursuant to this Agreement. The Work and the Contract Price (as defined herein) contemplate all labor, materials, overhead and other costs and expenses of Contractor necessary to construct the Work, and all materials incorporated in such construction.
- The "Contract Documents" are composed of 1.2 this Agreement, the drawings/plans to be prepared by Contractor, as Design/Builder, (collectively, the "Plans") described on Exhibit "B" attached hereto, as well as the other documents listed on Exhibit "B" attached hereto and made a part hereof. References in this Agreement to "the Contract," "this Contract." or the "Construction Contract" shall be deemed to include all the Contract Documents. References to "this Agreement," or Agreement" shall refer to this instrument, which is one of the Contract Documents. In the event there are conflicts, ambiguities or discrepancies within any Contract Documents, the Scope of Work of Exhibit "A" will control the requirements imposed on Contractor for the Work.

ARTICLE 2 CONTRACT PRICE

Owner shall pay Contractor the lump sum amount of "XXXXXXXXX" (\$XXXXXXX) (the "Contract Price") in exchange for Contractor's performance of the Work including, without limitation, Substantial Completion (as defined herein) of all Work, all services of Contractor under this Agreement, and all fees, compensation and reimbursements to Contractor. Contractor acknowledges and agrees that the Contract Price includes all labor, materials, equipment and services necessary for Contractor to complete the Work, all taxes on the Work, all payments to be made by Contractor to its independent contractors or subcontractors, if any, expenditures for wages and salaries employees of Contractor, the purchase of all materials necessary to perform the Work, the purchase and/or rental of all equipment and tools necessary to perform the Work, worker's compensation insurance obligations, payment of the premiums for all insurance required by this Agreement, together with each and every other cost, charge or matter properly and usually incident to and part of the Work including, but not limited to, payments for licenses, permits, fees, general conditions costs, general requirements, supervision, services, profit and overhead.

- 2.2 Contractor shall pay all sales, consumer, use and other similar taxes which are legally enacted when, or after, Contractor commences the Work. Contractor shall also be responsible for any and all shipping, duties, customs fees and charges in connection with the Work. An Owner Direct Purchase Program is not applicable to this Agreement.
- 2.3 The Contract Price includes compensation for Work which is reasonably inferable from the Contract Documents and consistent therewith.

ARTICLE 3 SUBSTANTIAL COMPLETION AND FINAL COMPLETION

- Contractor shall achieve Substantial 3.1 Completion of the Work within the Contract Time stated on Page 1 of this Agreement, subject to (i) bona fide events of Force Majeure (as defined herein); (ii) events which delay the Work and which are caused by the fault or neglect of third parties for whom Contractor is not responsible; and (iii) equitable adjustments to the Contract Time resulting from changes or directives by Owner concerning the Work (other than relating to a failure of Contractor to perform the Work in accordance with the Contract Documents), of which Contractor will provide Owner reasonable written notice of actual or likely impact to the Contract Time, when Contractor knows or should know of the impact.
- 3.2 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- 3.3 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the

Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

- 3.4 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion.
- 3.5 When the Work or designated portion thereof is substantially complete, the Owner will prepare a written Confirmation of Substantial Completion that shall establish the date of Substantial Completion. At Substantial Completion the Owner becomes responsible for security, maintenance, utilities, damage to the Work and insurance: unless the damage comes from ongoing work by Contractor. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.
- 3.6 The term "Force Majeure" shall mean a strike or other significant interruption in the availability of labor or materials beyond Contractor's reasonable control, fire, unavoidable casualties, or other causes beyond Contractor's control, and which could not have been anticipated by Contractor and without the fault or negligence of Contractor, or its subcontractors or suppliers.
- 3.7 If Contractor is delayed in the performance of the Work by a Force Majeure event, then the Date of Substantial Completion shall be equitably extended by Change Order, subject to the terms hereof. Contractor shall provide Owner with written notice of the occurrence of a Force Majeure event within three (3) days after the onset of the Force Majeure event is known or reasonably should be known to Contractor. Contractor is not entitled to an increase in the Contract Price or any other compensation for delays due to Force Majeure events, except to the extent paid by Builder's Risk

Insurance for the Project.

- 3.8 Final Completion: Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a Certificate for Final Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance of the Contract Price is due and payable.
- 3.9 Final payment shall not become due until the Contractor submits to the Owner consent of surety to final payment.

ARTICLE 4 PAYMENTS TO CONTRACTOR

- 4.1 Contractor shall submit to Owner a form reasonably acceptable to Owner during the course of the Work to request monthly progress payments and Final Payment (as defined herein) and which is to be accompanied by such supporting documentation required by the Contract Documents (an "Application for Payment").
- 4.2 No later than fifteen (15) days after the Effective Date of this Agreement, Contractor shall submit to Owner an initial schedule of values for Owner's approval that shall allocate the entire Contract Price among the various portions of the Work and shall be prepared in such form and supported by such data to substantiate its accuracy as Owner may reasonably require. Once approved by Owner, the approved schedule of values (the "Schedule of Values") shall be used as a basis for reviewing Contractor's Applications for Payment. No changes to the Schedule of Values shall be permitted without the written consent of Owner, which shall not be unreasonably withheld.
- 4.3 Each Application for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment, and shall include all supporting back-up documentation and any other documentation reasonably requested by Owner.

- 4.4 Owner shall make payment of the approved amount of the Application for Payment to Contractor no later than twenty five (25) days after Owner receives the Application for Payment.
- 4.5 Contractor shall provide with each Application for Payment such evidence of proper application of all prior payments.
- Owner may withhold payment or, because of subsequently discovered evidence or subsequent observations, Owner may nullify the whole or any part of any previously approved Application for Payment in such amount as may be reasonably necessary to protect Owner from loss, damages, costs and expenses because: (i) of Contractor's breach of this Agreement; (ii) any part of such payment is attributable to defective Work or Work damaged by Contractor or a subcontractor and Contractor has not repaired and/or corrected such Work after seven (7) days' prior written notice thereof; or (iii) Contractor has failed to achieve Substantial Completion of the Work within the Contract Time. The rights of Owner under this Section 4.7 shall not be exclusive of any other rights of Owner herein or provided by law.
- 4.7 Contractor shall be deemed to have finally completed the Work ("Final Completion") when Contractor has satisfied the following conditions:
- i) Contractor has fully performed this Agreement except for Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond Final Payment;
- ii) the entire Work has been completed and all final inspections have been made by governmental agencies with jurisdiction for such inspections and all final governmental approvals required for the Work of this Project have in writing been issued;
- iii) the Work has been approved as completed by Owner;
- iv) Contractor has delivered to Owner a fully executed Consent of Surety;
- v) Owner has received all operating manuals required for the operation of the Project and the maintenance of the appliances, equipment, and appurtenances;
- vi) Owner has received all duly executed manufacturer's warranties required

- under the Contract Documents or otherwise provided by the manufacturer of materials or equipment;
- vii) Owner has received "as-built" drawings of the completed Work; Contractor shall furnish to the City Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Engineer in the State of Florida and shall be submitted to the City representative within five (5) days following the completion of the work.
- viii) this Agreement has been fully performed, including the correction or completion by Contractor of all punch list, punch work items or correction of nonconforming Work; and
- ix) all conditions precedent to Final Payment under this Agreement have been fully satisfied by Contractor.
- 4.8 Immediately following Contractor's achievement of Final Completion of the Work, Contractor shall submit to Owner a final Application Payment, along with all appropriate for documentation required herein, invoicing the final amount due Contractor under this Agreement. Owner shall make Final Payment to Contractor no later than thirty (30) days after Owner's approval of Contractor's final Application for Payment ("Final Payment").

ARTICLE 5 WORKMANSHIP & DESIGN SERVICES

- Contractor shall perform all Work in a good 5.1 and workmanlike manner in conformance with customary trade practice, in conformance with the Contract Documents and all Governmental Requirements. As used in this Agreement, "Governmental Requirements" shall mean any law, rule, code, statute, regulation, ordinance or lawful order applicable to the Work, or the Project, imposed by any governmental authority having jurisdiction over the Work, the Project, or Contractor Contractor shall cooperate coordinate with Owner and Owner's separate contractors. All materials used shall be new, clean and of the most suitable grade of their respective kinds for the purpose, and all workmanship shall be first class.
- 5.2 Contractor shall be responsible for all costs caused by defective, non-conforming, ill-timed or

improperly located Work performed by Contractor or its subcontractors.

- 5.3 Contractor shall, in case of emergencies, within twenty-four (24) hours of notice (oral or written), and in all other cases within five (5) days' notice, diligently and continuously pursue any necessary repairs or replacements of defects in the Work until corrected and shall restore the Work to the condition required by the Contract Documents.
- 5.4 Contractor acknowledges that as part of the Work, it shall perform design services for the Project as set forth in the Scope of Work of **Exhibit** "A" (the "Design Services"), whereby Contractor shall prepare plans, drawings and specifications that are complete, coordinated, and constructible by Contractor.
- 5.5 Contractor shall obtain a permit from the Governmental Authorities for Contractor's Design Documents.
- 5.6 All Design Documents, and all intellectual property rights, copyrights, rights of reproduction and other interests relating to, and in, the Design Documents, as well as the Design Documents as physical property, are and shall remain the property of Contractor. Owner (and its affiliates) shall be entitled to the use of the Design Documents for purposes of maintenance of the Splash Pad and its equipment. Any re-use of the Design Documents by Owner for purposes other than maintenance of the Project shall be at Owner's sole risk, from which Owner agrees to indemnify and hold harmless Contractor and its Engineer. The provisions of this paragraph shall survive completion of the Project. As-Builts will be provided as indicated in Section 4.7(vii) under the condition of final completion.

ARTICLE 6 SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER SUBMITTALS

6.1 The term "Shop Drawings" shall mean drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. The term "Product Data" shall mean illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work. The term "Samples" shall mean

physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

6.2 Prior to Contractor performing Work that is the subject of the submittals, Contractor shall review all Shop Drawings, Samples, Product Data and other submittals ("Submittals") to confirm that they comply with the Contract Documents. Submittals also will be provided to the City, provided City provides prior written notice to Contractor of its request to receive all or certain categories of Submittals. Submittals will be reviewed for conformance with design intent by the Engineer engaged by Contractor, as appropriate to the nature of the Submittal.

ARTICLE 7 ACCESS TO THE WORK

7.1 Contractor shall use its best efforts, good faith and due diligence to perform the Work at times and in a manner which shall minimize inconvenience to Owner. However, Owner shall grant Contractor reasonable access to the Site for the purpose of performing and completing the Work. Access on weekends or holidays and any times beyond Monday-Friday, 7:00am-6:00pm will require Owner approval.

ARTICLE 8 PROTECTION OF THE WORK

8.1 Contractor shall protect the Work from damage by ordinary and usual weather. Contractor shall also protect all other parts of the Project from damage by performance of the Work. If the Work (or a portion thereof) is damaged due to Contractor's failure to properly protect the Work, then Contractor shall immediately repair such damage without compensation other than that provided by the proceeds of the insurance policies required by this Agreement. Contractor will use reasonable care to protect and cover areas not being worked on and to protect the Project and the Site from damage. Contractor shall be responsible (to the extent not paid for from applicable insurance proceeds) for any theft. vandalism mysterious damage, disappearance of its own equipment and/or materials from the time such equipment and/or materials are placed on or about the Project or the Site.

ARTICLE 9 SUPERVISION, SECURITY AND SAFETY

9.1 Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall have sole and exclusive control of all construction methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. Contractor shall be responsible to Owner for the acts and omissions of all its employees, agents, representatives, subcontractors, suppliers, and all of their respective agents, representatives, and employees, and all other persons performing any portion of the Work by, through or under Contractor. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, and shall comply with any or all Governmental Requirements with respect to the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss as a result of Contractor's, or its subcontractor's actions, to all persons working on the Project. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

ARTICLE 10 CHANGES IN THE WORK

10.1 The term "Change Order" means a document issued on or after the Effective Date of this Agreement that is signed by Contractor and Owner that authorizes a change in the Work or an adjustment in the Contract Price and/or an extension of the Contract Time. The term "Change Directive" means a written statement to Contractor from, and signed by Owner, issued on or after the Effective Date of this Agreement, ordering a change in the Work. A Change Directive will not, and shall not, adjust the Contract Price or adjust the Contract Time, but is evidence that Owner and Contractor expect that the change in the Work ordered and documented by a Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the Owner and Contractor as to its effect, if any, on the Contract Price and/or the Contract Time. Contractor will not be required to proceed with the of а Change Directive compensation for the cost of changed Work plus

reasonable general conditions, overhead and profit of 15%.

10.2 Owner may, without invalidating this Agreement, order changes in the Work, consisting of additions, deletions, modifications or other revisions in the Work, by Change Order or Change Directive.

ARTICLE 11 TRADE MEETINGS

11.1 Contractor shall hold construction on-Site meetings with its subcontractors ("Trade Meetings") when Contractor deems applicable during the course of construction. A preconstruction place meeting shall take before commencement of construction as follows: The Owner shall schedule a meeting after Notice of Award. The Representative, Engineer, and Contractor shall attend this mandatory meeting. The following items shall be completed: Submission of list of Subcontractors, Schedule of Values and Progress Schedule.

Designation of Personnel representing the parties in Contract, and the Engineer. Use of premises by City and the Contractor.

Survey layout and scheduling.
Security and housekeeping procedures.
Requirements for start-up of equipment.
Inspection and acceptance of equipment put into service during construction period

At least ten (10) days before submission of the first Application for Payment a conference attended bγ Contractor, Engineer and others as appropriate will be held to finalize the schedules submitted by Contractor. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing workable а for processing arrangement submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

Owner's Representative shall be notified not less than three (3) business days in advance of each meeting and may attend Trade Meetings. Topics to be included in the Trade Meetings will include, but will not be limited to: (i) the construction schedule; (ii) quality of workmanship; (iii) inspections; (iv) coordination of Work between subcontractors; and (v) any coordination with other parties providing labor, materials or services to the Site. Additionally, Contractor shall attend meetings with Owner and Owner's separate contractors and/or suppliers, as required by Owner during the course of the Work, to (i) review the progress of the Work, (ii) schedule the completion of the Work, and (iii) coordinate all aspects of the Work.

ARTICLE 12 PERMITS

12.1 Contractor shall secure and pay for all permits necessary for the execution and completion of the Work. Contractor shall be responsible for providing drawings, or other documentation customarily required of a Contractor to obtain such permits. Owner at its cost will engage any independent testing, inspections, or approvals required by the Owner or any authority having jurisdiction.

ARTICLE 13

13.1 Unless stated otherwise, Owner shall be responsible for providing and paying for all water, electricity, and other utilities necessary for the completion of the Work.

ARTICLE 14 THE SITE

14.1 Contractor shall, during the course of the Work, maintain the Work, the Project and the Site free from the accumulation of waste materials or rubbish caused by such operations and otherwise in a clean and safe condition, in compliance with all Governmental Requirements. At the completion of the Work, Contractor shall thoroughly clean the Site as related to the Work, remove all debris, equipment, and temporary structures. Any damage to any part of the Site that occurs as a result of Contractor's performance of the Work shall promptly be repaired by Contractor, at its sole cost and expense. Contractor shall also protect all other parts of the Project, the Site and any other work at

the Project that may be ongoing simultaneously with the Work from damage by the Work. Should any damage to the Work, the Site, the Project, or any other work be caused by Contractor's (or any subcontractor's or supplier's) failure to properly protect such Work, the Site, the Project, or any other work, then Contractor shall immediately repair such damage at its sole cost and expense.

- 14.2 During any events being held at Kit Land Nelson Park while construction is in progress, the Owner will require large equipment be removed from the site and the area properly secured and cleanly maintained. The Arts & Foliage Festival will commence on April 28th & 29th and will require the instruction provided above. The Owner will notify the Contractor of any additional events within 3 days prior to such event. Contractor has included two (2) large equipment demobilizations in the Price but by Change Order will be paid \$2,500.00 per each additional demobilization involving large equipment.
- 14.3 Owner at its Cost has provided Contractor with the Supplemental Information identified on page 25 of the RFP2017-22: Site Plan; Boundary Survey, Utilities Locations, and three (3) Sheets from Preliminary Site Engineering Drawings to identify location of the Splash Pad and other items on the Site.
- 14.4 Owner and not Contractor is responsible for subsurface and geotechnical conditions of the Site being suitable for the Work.

ARTICLE 15 WARRANTY

- 15.1 Contractor warrants to Owner that: (i) the Work shall conform to the Contract Documents; (ii) the Work shall be free from any contamination by hazardous or toxic substances introduced by Contractor; and (iii) the Work shall comply with all Governmental Requirements.
- 15.2 Contractor further warrants to Owner that the Work (including all labor, material, equipment and supplies furnished as part of the Work) shall be new, and free from faults and defects for a period of one year from Substantial Completion.
- 15.3 Contractor shall also furnish Owner with all manufacturers' and dealers' warranties on equipment and materials, together with any other warranties or guarantees required by the Contract Documents. Contractor warrants and represents

that such manufacturers' and dealers' warranties and guarantees are valid and enforceable, and that Owner is entitled to all rights and benefits provided under such manufacturers' and dealers' warranties and guarantees.

15.4 Contractor's warranty obligations will survive the making of the Final Payment (as defined herein) or any earlier termination of this Agreement.

ARTICLE 16 DEFAULT AND TERMINATION

- 16.1 As Contractor's sole and exclusive remedy, if Owner fails to perform any of its material obligations hereunder, Contractor shall have the right to give Owner a written notice thereof, stating the nature of the default and if Owner does not commence to cure and diligently pursue such cure of such default within fifteen (15) days after receipt of such notice, Contractor shall have the right to suspend the Work, and if not cured within sixty (60) days, to terminate this Agreement by giving Owner written notice, thereof at any time thereafter while such default remains uncured, and payment shall be made to Contractor for all Work executed as of the date of such termination.
- 16.2 If Contractor fails to perform its material obligations under the Contract Documents, becomes makes bankrupt, а general assignment for the benefit of its creditors, becomes insolvent, then Contractor shall be in default of this Agreement, and Owner shall have the right, if Contractor shall not commence to cure and diligently pursue such cure of such default after fifteen (15) days' written notice thereof, to: (i) terminate this Agreement; (ii) take possession of and use all or any part of Contractor's materials, equipment, supplies and other property (except for rental equipment for which Owner does not assume responsibility with the vendor) of every kind used by Contractor in the performance of the Work and to use such property in order to complete the Work:
- (iii) complete the Work in any manner it deems desirable; (iv) exercise its right to assume Contractor's subcontracts, purchase orders and
- other agreements for the performance of the Work;
- (v) exclude Contractor from any further entry onto the Site; and (vi) take such other action as may be available in law or equity. Any or all such acts by Owner shall not be deemed a waiver of

any other right or remedy of Owner. If, after exercising any such remedy, the costs that Owner incurs taking possession of the Site and performing the balance of the Work exceed the unpaid balance of the Contract Price, then Contractor shall be liable for the costs in excess of the unpaid balance of the Contract Price and shall reimburse Owner for such costs upon demand.

- 16.3 Owner may, for its own convenience and without cause, terminate this Agreement at will, in which event, Contractor, as its sole and exclusive remedy, shall be paid that portion of the earned and unpaid Contract Price properly allocable to the Work that Contractor performed through the date of termination plus reasonable termination costs and expenses, and unearned overhead and profit on the Work terminated for Owner's convenience.
- 16.4 In the event that Owner terminates this Agreement, then Contractor, under a reservation of rights, shall immediately and fully cooperate with Owner and shall execute all documents requested by Owner to transfer the permits for the Work to contractor(s), or other persons of Owner's choice, selected by Owner to complete the Work. Contractor shall provide Owner with all requested assistance and participation in the transfer of the responsibility for the building permit and all other permits with respect to all work required to complete the Project.

ARTICLE 17 SUBCONTRACTORS; PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

- 17.1 All of Contractor's subcontractors and suppliers must be reasonably acceptable to Owner. Upon request by Owner, Contractor shall submit a list of all of Contractor's potential subcontractors and suppliers, if any, to Owner for its review and acceptance. None of Contractor's subcontractors or suppliers shall be third party beneficiaries of this Agreement.
- 17.2 Contractor shall be responsible for any act or failure to act by all of its subcontractors and their respective employees, within the authorized scope of their service, and for all the work, materials and/or services provided by such subcontractors. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and such subcontractor that is acceptable to Owner, in its

reasonable discretion, and such written agreement shall contain the provisions that:

- i) waive all rights or claims that subcontractors may have against Owner or Contractor for damages caused by fire or other perils covered by builder's risk insurance or other property insurance;
- ii) consent to the collateral assignment set forth in this Section and agree to continue to perform the work for Owner; and
- iii) obligate each subcontractor to specifically consent to the provisions of this Section.
- 17.3 All computations, calculations, plans, specifications, shop drawings or reports, if any, prepared by subcontractors shall, upon Owner's request, be available to Owner for its review and approval.

ARTICLE 18 INDEMNITY

18.1 Vendor shall defend, indemnify and hold harmless the City of Apopka and all of the City of Apopka's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses. attorneys' fees, and court costs which may arise relating to bodily injury or property damage to the extent caused by the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Vendor its officers, agents or employees in performance or non-performance of its obligations under this contract with the City of Apopka. Vendor at its cost will provide a legal defense to the City of Apopka when required under this provision and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Apopka in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required within an agreement or contract pursuant to this bid/proposal shall not relieve Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Apopka as set forth in this article of the bid/proposal. Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28. Florida Statutes.

ARTICLE 19 INSURANCE & BOND

- 19.1 Contractor shall procure, maintain and pay for the following insurance during the entire progress of the Work: the Insurance identified in **Exhibit "C"**.
- 19.2 Contractor shall give Owner at least thirty (30) days' prior written notice of any cancellation, termination, material modification or non-renewal of the insurance policies Contractor is required to procure and maintain pursuant to this Section 19.
- 19.3 No later than fifteen (15) days after the Effective Date of this Agreement, Contractor and its sureties shall execute, and deliver to Owner, the payment and performance bond attached hereto as **Exhibit "D"**, which complies with the requirements of Section 255.05, Florida Statutes.
- 19.4 Contractor shall obtain the Bond through Contractor's usual source. The penal sum of the Bond shall be equal to the Contract Price. If the Contract Price is increased by Change Order(s), then the penal sum of the Bond shall automatically increase to conform to the adjusted Contract Price.

ARTICLE 20 LIENS "OMITTED"

ARTICLE 21 DISPUTE RESOLUTION

- 21.1 Any claims or disputes between Owner and Contractor arising out of, or relating to, this Agreement, the Project, or the Work shall be resolved by litigation in a court of competent jurisdiction. Owner and Contractor expressly consent to, and agree that, the exclusive jurisdiction and venue for any such litigation shall be the State and Federal courts in and for Orange County, Florida, and Owner and Contractor waive any objection to such jurisdiction and venue.
- 21.2 OWNER AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LAWSUIT ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE WORK, OR THE PROJECT.
- 21.3 The prevailing party in any lawsuit arising out

of, or connected with, this Agreement or the Work shall be entitled to recover its reasonable attorneys' fees and costs.

21.4 Contractor shall not stop the Work during the pendency of a dispute, Claim or other controversy between Owner and Contractor, unless continuing such Work imposes an unreasonable hardship on Contractor due to the nature of the disagreement, such as would result by Contractor having to perform significant or complicated additional Work without being paid on a current basis.

ARTICLE 22 MISCELLANEOUS

- 22.1 **NO ASSIGNMENT**. Contractor shall not assign or delegate its rights and/or duties under this Agreement without the prior written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion.
- 22.2 **OWNER'S REPRESENTATIVE**. Owner in writing will designate an Owner's Representative to serve as its representative with respect to all matters requiring Owner's approval or authorization under this Agreement.
- 22.3 **COUNTERPARTS**. This Agreement may be executed in several counterparts, and/or by the execution of counterpart signature pages which may be attached to one or more counterparts of this Agreement, and all so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart. In addition, any counterpart signature page may be executed by any party wherever such party is located, and may be delivered by telephone facsimile transmission or electronic mail, and any such facsimile or electronic mail transmitted signature pages may be attached to one or more counterparts of this Agreement, and such faxed or e-mailed signature(s) shall have the same force and effect, and be as binding, as if original signatures executed and delivered in person.
- **CLAIMS** 22.4 **WAIVER** OF **FOR** CONSEQUENTIAL DAMAGES. The Parties hereby waive claims against each other for consequential, incidental, special and indirect damages arising out of, or relating to, the Contract Documents. and the Work, including consequential, incidental, special and indirect damages proximately caused by either party's

termination of this Agreement.

- 22.5 **GOVERNING LAW.** This Agreement and the other Contract Documents shall be governed by the laws of the State of Florida.
- 22.6 PUBLIC RECORDS. The Contractor must keep and maintain all public records, as defined by Chapter 119, Florida Statutes, created in furtherance of this Agreement. On request from Owner's custodian of public records, Contractor shall provide a copy of any public records in its possession or allow such records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, and other applicable laws. Contractor shall ensure that public records that are exempt, or confidential and exempt from disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term, and if Contractor does not transfer the records to Owner, following completion of the contract.

Upon completion of the Contract, Contractor may transfer all public records to Owner at no cost to Contractor. Contractor shall then destroy any duplicate exempt or confidential public records. If Contractor retains any public records following completion of the contract, Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

IF CONTRACTOR HAS QUESTIONS REGARDING THE **APPLICATION OF CHAPTER 119,** FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, **CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS:**

> LINDA GOFF 407-703-1704 lgoff@apopka.net 120 EAST MAIN STREET APOPKA, FL 32703

ARTICLE 23 ENTIRE AGREEMENT

23.1 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by a written Change Order signed by Owner and Contractor.

[SIGNATURES ON FOLLOWING PAGE]

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In Witness Whereof, Owner and Contractor have each executed this Agreement as of the Effective Date of this Agreement.

OWNER:	CONTRACTOR:
City of Apopka	Freeport Fountains, LLC, an Arkansas limited liability company
Ву:	By:
Name:	Name: Jon Vollet
Title:	Title: President

EXHIBIT "A"

SCOPE OF WORK

Provide all labor, administration, design, equipment, materials, permitting and construction of a splash pad based on the Option XX Renderings and Plans attached. The splash pad is approximately 3,600 square feet of wetted surface, kidney shaped, with adjacent overspray area.

- Furnish and install the mechanical and electrical Splash pad equipment, as required to produce the required spray and display effects.
- Furnish and install an underground Splash pad collector tank between the splash pad and the equipment area.
- · Furnish and install Splash pad recirculating piping.
- Furnish and install wire and conduit between the Splash pad control panel and the electrical Splash pad equipment. The Splash pad control panel will be located in the equipment area.
- Construct a poured in place concrete Splash pad deck and overspray area with a knockdown textured acrylic deck coating.
 - The graphics and patterns are as depicted on the option XX Renderings and Plans. Final color selections may be made from an available color palette.
- Furnish and Install WaterPlay Feature Equipment specified on the option XX Renderings and Plans.

Included features:

- a. Design of re-circulating system.
- b. Zero contained depth with gravity flow, non-suction drains.
- c. Minimum of two designated areas for various age groups of children.
- d. Components to be mix of flush mounted sprays and standing spray components.
- e. Components design and colors should supplement or complement existing KLN Park improvements.
- f. Fixtures with the same height shall be run off a common supply line. No mixing of flush, short and tall features shall be run from a common supply line.
- g. Common features shall be run off a common supply line.
- h. Total combined flow capacity for pad shall be 300 gallons per minute.
- i. Ability for City personnel to change playtimes and scenarios.
- j. Complete automated control, to include an activator.
- k. Interchangeable flush feature mounting system for each feature, to allow for future design variety.
- I. 4-foot high coated fencing around the pad, with a gated entrance.
- m. Foot and body shower.
- n. ADA compliant throughout the splash pad area.
- o. Water Features shall be designed to conform to all requirements of public health and state departments, National Electric Code, and American Society of Testing of Materials, and applicable state and local building codes.
- p. Two (2) shade features as shown on the Concept Drawings Shade structures shall be 12' x 20' and 25' x 40'. Shade structures shall be as manufactured by Superior Recreational Products, Inc., Landscape Structures, or Shade Systems Inc.
- q. Swim Diaper vending machine, located outside gate into splash pad.

Filtration System must be in compliance with all State and Local Department of Health standards and must include at a minimum, the following parameters:

a. Reservoir / Holding Tank:

- i. Size shall be sufficient in usable water volume of a minimum 5 times the maximum combined feature and filter flow rate.
- ii. Tank lid shall open to service the equipment.
- iii. Automatic fresh water fill and water leveling device.
- iv. Non-corrosive polymer access ladder

b. Filtration Enclosure:

The pump equipment, filtration, water treatment and control equipment will be located above grade on a concrete pad adjacent to the existing restroom building. All of the equipment will be completely enclosed in a vinyl coated chain link fence.

c. Filtration Equipment:

- NSF certified filter sized for 100% filtration of both filter and feature pump flow capabilities.
 Either cartridge or sand filtration may be utilized at Contractor's engineer's option. If cartridge is used, elements must have means of easy removal, cleaning and replacement, and a spare set of vacuum cartridge elements shall be provided. All internal filtration components must be NSF50 International certified.
- ii. Feature pump shall be sufficient to operate all spray features at once and activated by a common touch sensor.
- iii. Water chemistry shall be regulated by an approved chemical controller which shall be electronically interlocked with both the filter and feature chemical feed systems. Chemical feed to the feature discharge line shall be halted when flow is stopped. All feeding of chemicals shall be halted if the filter flow is stopped.
- iv. Chemical crocks shall be located within the fenced equipment area.

d. Control System:

- i. All controllers must be touch programmable with on screen prompts and menu. Controllers must be certified by Underwriters Laboratory (U.L.).
- ii. Controllers must perform, at a minimum, the following functions:
- iii. Control the pad days and hours of operation;
 - a) Control activation and sequencing of all spray features without limits to times or patterns;
 - b) Monitor, display and control water chemistry;
 - c) Remote communication and monitoring via the internet or the City's network may be added at additional cost to be determined.

e. Commissioning:

- Contractor shall provide a factory representative to arrive onsite after all construction, utility connection and site work has been completed to review the installation of the equipment and to initiate functional operation of the system.
- ii. Contractor shall provide a minimum of 6 hours of instruction and training to the facilities designated maintenance team on the procedures required to keep the equipment functioning properly.

Any Work not specifically included herein is excluded from the scope of work. This would include, but is not limited to:

- A makeup water line provided and stubbed up within the equipment area is excluded.
- A sufficiently sized gravity drainage line provided and stubbed up within the equipment area is excluded.
- Demolition and Haul Away of existing Tennis Courts and grading to within one tenth of a foot at the elevation of the bottom of the Splash pad deck slab is excluded.
- All work associated with providing adequate restroom facilities is excluded.
- Any concrete work beyond the 3600 sqft Splash Pad Deck and surrounding wet deck and equipment area slab excluded.
- Import or export of fill or unsuitable soils is excluded.
- Demolition, cutting, coring or pourback of existing concrete or asphalt in conflict with the work is excluded.
- The location and removal or rerouting of any conflicting existing utilities or other obstructions before Freeport begins work is excluded.
- Furnishing and installing a Thorguard Lightning Prediction System is excluded.
- Picnic Tables Six (6) picnic tables will be purchased and installed by city staff (Dumor Products, Table 464, IPE wood slats, or Owner approved equal).
- Benches, A minimum of 10 benches will be purchased and installed by city staff (Dumor Products, Bench 57, 6' length, IPE wood slats, or Owner approved equal), around splash pad and under shade structures.

- Trash Receptacles 5 trash receptacles will be purchased and installed by city staff (Dumor Products, Receptacle 124, IPE wood slats, or Owner approved equal), around splash pad and under shade Structures
- ADA Parking, ADA access to be provided by City
- All landscape including but not limited to plants or foliage surrounding the pumping equipment area, and re-sodding or grassing of areas disturbed during construction is excluded.

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CONTRACT DOCUMENTS

- 1. The Scope of Work and Qualifications described in Exhibit "A" to this Agreement.
- 2. This Agreement.
- 3. The Plans and Specifications prepared by the Engineer engaged by Contractor. Owner acknowledges these Plans and Specifications are for this Design/Build Agreement and are not for use by any other Contractor.
- 4. The Insurance required in Exhibit "C".
- 5. Bond Forms required in Exhibit "D".
- 6. Option XX Renderings and Plans Exhibit "E".
- 7. Legal description Exhibit "F".



REQUIRED INSURANCE

The Vendor shall maintain insurance during the life of the Contract. Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days (10 days for non-payment) prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

- Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- Vendor must also provide a Business Automobile Liability insurance policy in the minimum amount of \$1,000,000 Combined Single Limit. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificates, all extensions to the insurance certificate, and declaration sheet should be sent to City of Apopka, Attn: Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Vendor is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retentions attached to any required coverages. Said insurance coverages procured by the Vendor as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Vendor as required herein.
- Vendor hereby grants to the City of Apopka a waiver of right to subrogation which any insurer of the Vendor
 may acquire against the City of Apopka by virtue of the payment of any loss under such insurance. Vendor
 agrees to obtain an endorsement that may be necessary to effect this Waiver of Subrogation, but this
 provision applies regardless of whether or not the City of Apopka has received a Waiver of Subrogation
 endorsement from the insurer.
- Vendor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein. Vendor further agrees that any person or entity that they subcontract with shall be considered an additional insured or covered under their insurance policy.

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.



REQUIRED PERFORMANCE BOND & LABOR/MATERIAL PAYMENT BOND

pg 1 of 4

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Bond No:

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that	(Here insert full name and address or legal title of contractor)
as Principal, hereinafter called Contractor, and,	(Here inset full name and address or legal 95e of Surety)
Insurance Company	
as Surety, hereinafter called Surety, are held and firmly bound unto	(Here insert full name and address or legal title of Owner)
as Obligee, hereinafter called Owner, in the amount of	
Dollars	(-\$).
for the payment whereof Contractor and Surety bind themselves, their heir and assigns, jointly and severally, firmly by these presents.	s, executors, administrators, successors
WHEREAS,	
Contractor has by written agreement dated, entered into (Here insert full name, eddress and description of project)	a contract with Owner for
in accordance with Drawings and Specifications prepared by	
	(Here insert full name and address or legal title of Architect)
which contract is by reference made a part hereof, and is hereinafter referred	d to as the Contract.
AIA DOCUMENT A311 • PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND • AIA	N ®

FEBRUARY 1970 ED * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

pg 2 of 4

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

- Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its term and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults

under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total mount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any sult under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract fails due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this	day of	, 2016	
		(Principal)	(Seal)
(Witness)		(Title)	_
		Insurance Company (Surety)	(Seal)
(Witness)			
		(Title) , Attorney-In-Fact & Florida Resident Agent Inquiries:	

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EXHIBIT D pg 3 of 4

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Bond No: 26932

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that	(Here insert full name and address or legal title of contractor)
as Principal, hereinafter called Contractor, and,	(Here insert full name and address or legal 95e of Surety)
Insurance Company	
as Surety, hereinafter called Surety, are held and firmly bound unto	(Here insert full name and address or legal title of Owner)
as Obligee, hereinafter called Owner, in the amount of	
Dollars	(-\$).
for the payment whereof Contractor and Surety bind themselves, their heir and assigns, jointly and severally, firmly by these presents.	s, executors, administrators, successors
WHEREAS,	
Contractor has by written agreement dated, entered into (Here insert full name, eddress and description of project)	a contract with Owner for
in accordance with Drawings and Specifications prepared by	(Here insert full name and address or legal title of Architect)
which contract is by reference made a part hereof, and is hereinafter referred	d to as the Contract.

AIA DOCUMENT A311 * PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND * AIA ® FEBRUARY 1970 ED * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

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pg 4 of 4

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- Claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- 2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every cialmant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such cialmant's work or labor was done or performed, or materials were furnished by such cialmant, may sue on this bond for the use of such cialmant, may sue on this bond for the use of such cialmant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- No suit or action shall be commenced hereunder by any claimant:
- a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial.

- accuracy the amount claimed and the name of the party to whom the materials were furnished, o for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood,however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be flied of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this	day of	, 2016	
		(Principal)	(Seal)
(Witness)			
		(Title)	
		Insurance Company (Surety)	(Seal)
(Witness)			
		(Title) , Attorney-In-Fact & Florida Resident Agent Inquiries:	

EXHIBIT "E"

RENDERING & PLANS



LEGAL DESCRIPTION OF THE PROJECT SITE

As identified on Site Plan, Sheet, dated			
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CITY OF APOPKA CITY COUNCIL

MEETING OF: CONSENT AGENDA March 07, 2018

Engineering Department PUBLIC HEARING FROM: **Evaluation Summary** SPECIAL REPORTS **EXHIBITS:**

OTHER: Business

SUBJECT: TRANSPORTATION IMPACT FEE UPDATE

APPROVE THE NEGOTIATION AND AWARD OF RFQ 2018-03 FOR **REQUEST:**

PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES.

SUMMARY:

The purpose of this request is to acquire engineering services to update the City's Travel Demand Model, the Transportation Element of the Comprehensive Plan, and Transportation Impact Fees. The Scope of Services includes an evaluation of potential opportunities to implement mobility elements into the existing Fee System. Potential opportunities may include Fee Zones in regions of distinction (i.e. Kelly Park Interchange Vision Plan region, Ocoee-Apopka Road Small Area Study, and the Downtown CRA area), Multimodal Hubs, and Complete Streets. The update to the Transportation Impact Fee System will address the City's traffic needs through the year 2040.

On February 12, 2018, the City received three (3) sealed responses to the advertised Request for Qualifications to prepare and update the City's Transportation Impact Fee System. The scoring of Consulting Firms was based on both a written response and a presentation from each firm. responsive and qualified engineering firms are listed below, according to the Evaluation Committee's Scoring:

> 1.Tindale Oliver 126.17 2. Keith & Schnars Engineering 123.00 3.NUE Urban Concepts, LLC 112.25

Staff recommends the acceptance of the Committee's selection of Tindale Oliver, the highest scored firm. Negotiations will remain within the allowed monetary constraints provided within the budget. In the event the apparent successful firm fails to accept, negotiate and execute an agreement with the City, the City may revoke the award to Tindale Oliver and proceed to award to the next lowest responsive and responsible bidder in the order shown above. Staff will return to City Council for approval if negotiations are unsuccessful or if it is deemed to be in the best interest of the City to reject all bids received, cancel the solicitation, and/or re-solicit at a later date.

FUNDING SOURCE:

Transportation Impact Fees

RECOMMENDATION ACTION:

Authorize negotiations and award a contract to Tindale Oliver. If negotiations fail, authorize the awar

the next lowest responsive firm in the order outlined in the summary.

DISTRIBUTION
Mayor Kilsheimer
Commissioners City Administrator Community Development Director

Finance Director HR Director IT Director

Public Services Director Recreation Director City Clerk



EVALUATION SUMMARY RFQ 2018-03: **Professional Transportation Engineering Services**

Evaluation Committee:

James Hitt, Community Development Director Richard Earp, City Engineer Jay Davoll, Public Services Director

ay Davoll, Public Services Director Jaret Teran, Senior Project Coordinator		Keith & Schnars Engineering	Nue Urban Concepts, LLC	Tindale Oliver
SUBMITTAL EVALUATION SUMMARY				
Approach	20 Points	17.00	15.50	16.50
Experience of the Firm	20 Points	18.00	17.25	18.50
Proposed Project Team	15 Points	13.00	10.50	13.25
Project Team's Experience	15 Points	14.25	13.25	13.50
Litigation History over the Last 5 Years	10 Points	10.00	10.00	10.00
Current Workload Commitments	10 Points	8.25	7.75	7.75
Understanding of the Scope of Services	10 Points	9.50	9.00	9.00
	100 Points Max	90.00	83.25	88.50
PRESENTATION EVALUATION SUMMARY				
Content	10	8.33	7.33	9.33
Organization	10	8.67	7.33	9.33
Delivery	10	7.67	7.33	9.33
Overall Impression/Quality	10	8.33	7.00	9.67
	40 Point Max	33.00	29.00	37.67
SUBMITTAL & PRESENTATION EVALUATION TOTAL 140 POINT MAX		123.00	112.25	126.17



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 MEETING OF: March 7, 2018
 FROM: Public Services
 EXHIBITS: Agreement and

X OTHER: Business Technical Memorandum

SUBJECT: CITY OF APOPKA - CITY OF MOUNT DORA RECLAIMED WATER

INTERCONNECT AGREEMENT

REQUEST: APPROVE THE RECLAIMED WATER INTERCONNECT AGREEMENT

SUMMARY:

Staff has negotiated with the City of Mount Dora (Mount Dora) for the wholesale delivery and use of reclaimed water from the City of Apopka (City). The City will provide Mount Dora with a surplus quantity of reclaimed water on a daily basis, following service to its Utility Service Area customers. It is anticipated the surplus quantity of reclaimed water will be a minimum of one million gallons per day, on an annual average daily basis.

Mount Dora will pay the City a rate of 60% of its current Commercial Reclaimed Water Service Rate, with a provision for periodic rate increases as may be approved from time to time by the City Council. The current Commercial Reclaimed Water Service Rate is \$1.61 per 1,000 gallons. This results in a rate of \$0.966 per 1,000 gallons per the Agreement.

Additionally, in the supplemental Technical Memorandum of Agreement, the City agrees to pay Mount Dora for all upsizing costs of the reclaimed water main piping, over and above 16-inches in diameter, within the City's Utility Service Area, to comply with the City's Reclaimed Water Master Plan Hydraulic Model requirements. Staff will present the upsizing costs to the City Council for approval at a later date upon the completion of the pipeline design.

The term of the Agreement is ten years, with the option for automatic ten-year renewal periods.

Staff recommends approval of the Agreement.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to sign the Agreement with the City of Mount Dora for the wholesale delivery and use of reclaimed water.

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief

CITY OF APOPKA AND CITY OF MOUNT DORA RECLAIMED WATER INTERCONNECT AGREEMENT

This Agreement is made and entered into this __ day of ____, 2018 between the City of Apopka, a municipal corporation of the State of Florida ("Apopka") and the City of Mount Dora, a municipal corporation of the State of Florida ("Mount Dora") and hereafter to collectively be referred to as the "Parties."

RECITALS

WHEREAS, Apopka owns and operates a reclaimed water system ("Reclaimed System"), inclusive of reclaimed water storage, and

WHEREAS, Mount Dora is desirous of installing a reclaimed water interconnect ("Interconnect") with Apopka; and

WHEREAS, the Parties now wish to enter into an Interlocal agreement to establish their respective rights and obligations concerning the ownership, operation, maintenance, financing, expansion, and control of the Interconnect; and

WHEREAS, Apopka's Reclaimed System produces water in excess of the needs of Apopka's utility customers from time to time; and

WHEREAS, Mount Dora desires a supplemental source of reclaimed water; and

WHEREAS, Apopka shall retain the right to withhold water when it deems necessary for service to its utility customers; and

WHEREAS, this Interlocal Agreement is authorized pursuant to the provisions of Chapter 163 Florida Statutes, and other applicable law.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Recitals. The above Recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Definitions. The following terms shall have the meanings set forth below:

2.1 "Interconnect" means the proposed reclaimed water interconnect between Apopka and Mount Dora running along Round Lake Road on the Lake County side of the Lake / Orange County Line to Apopka's existing reclaimed water main on Kelly Park Road, a distance of approximately 16,000 lineal feet.

2.2 "Joint Meter and Valve Assembly" means the jointly owned and operated meter and valve assembly to be located on Round Lake Road at the Lake / Orange County Line.

SECTION 3. Initial Responsibility. The City of Mount Dora shall have the legal and financial responsibility for all aspects of the initial construction of the Interconnect, including but not to be limited to meeting all financial, regulatory, environmental and land acquisition requirements; with the understanding that the City of Apopka will, as necessary, co-sign any permit applications required for construction or operation of the Interconnect.

SECTION 4. Service Limitations. The Parties acknowledge that Mount Dora will be limited to the remaining amount of reclaimed water available following Apopka's service to its utility customers ("excess water"). The amount of excess water available for purchase shall be at the sole discretion of Apopka, evaluated continuously based upon anticipated and actual usage by its utility customers. The Parties shall assume that Mount Dora has elected to purchase all water available. Any election by Mount Dora to cease or resume excess water service must be made at least twelve (12) hours in advance. Mount Dora shall have the right to purchase up to 50% of each day's excess water. No part of this Agreement shall be construed to require either Party to accept or purchase water from the other Party.

SECTION 5. Rates and Charges. The Parties agree that Mount Dora will pay Apopka on a monthly basis, due on the first of each month following commencement of operations, for all excess water it elects to receive at a rate of sixty percent of the current lowest commercial rate charged to Apopka customers, as amended from time to time with rate increases approved by the Apopka City Council. It is further agreed that Apopka may, from time to time, receive reclaimed water from Mount Dora at no cost to Apopka. The reclaimed water flows will be metered through two meters, based on flow direction, at the Joint Meter and Valve Assembly for billing and permit purposes.

- 5.1 The Parties agree to work jointly on the design of the Interconnect project to insure full compliance with the intent of the Agreement. As part of the design process, each Party shall designate a contact person for day-to-day operational communications. Should the Parties be unable to agree to a final design and construction plan for the Interconnect, either party may terminate this Agreement upon written notice to the other Party. Termination is the sole remedy available for breach under this Agreement prior to commencement of construction on the Interconnect.
- 5.2 The Parties understand that the Interconnect billing rates are subject to modification as approved by the Apopka City Council from time to time in accordance with Apopka City Code and Florida Statutes.
- 5.3 Neither Party shall be permitted to charge any other costs or fees such as impact and/or connection fees to the other.
- 5.4 Both Parties agree that the Interconnect and appurtenances, except the Joint Meter and Valve Assembly, shall be owned by Mount Dora unless superseded by a modification to this Agreement. The Joint Meter and Valve Assembly shall be jointly owned.

SECTION 6. Permits/Regulatory Matters. Mount Dora will obtain and retain permits issued by the St. Johns River Water Management District ("SJRWMD") and the Florida Department of Environmental Protection ("DEP") for the Interconnect. Mount Dora will file for a Minor Permit Modification to DEP at no cost to Apopka, on Apopka's behalf, for the inclusion of this Interconnect into Apopka's DEP Operating Permit.

SECTION 7. Administration and Management. The City Manager of Mount Dora shall have full authority for the overall management and administration of the initial construction of the Interconnect, with the powers to:

- (a) Oversee permitting and construction of the Interconnect to insure proper completion consistent with the goals and objectives contained herein; and
- (b) Select and hire appropriate consultants including, but not limited to, surveyors, engineers, legal counsel, or other experts or professionals to perform services on or for the construction.

SECTION 8. Interconnect Operations. Following completion of construction, Mount Dora will assume full responsibility for the maintenance and operation of the Interconnect and operations of

the portion of the Interconnect that will send flow to Apopka, except where otherwise provided. Apopka will assume full responsibility for the operation of the electric actuated valve controlling the flow of reclaimed water to Mount Dora, which shall be controlled by Apopka. Mount Dora will install and maintain a booster pump station to provide adequate pressures to the Mount Dora distribution system until such time the Apopka West Reclaimed Water Plant has been constructed. 8.1 Manager – The Manager shall be the City of Mount Dora Public Services Director who shall oversee the daily physical operations of the Interconnect.

8.2 Water Quality. Apopka will deliver to Mount Dora, at the point of connection, reclaimed water of a quality consistent with the requirements for "public access area" treatment levels as described in Florida Administrative Code Chapter 62-610, and all other applicable regulations, as such regulations may be amended from time to time. Apopka shall provide Mount Dora, upon written request, any and all routine monitoring and testing of the reclaimed water delivered to Mount Dora, but only for those parameters required to meet applicable regulations. Mount Dora reserves the right to independently monitor the quality of the reclaimed water delivered to Mount Dora at its sole cost. Mount Dora agrees to notify Apopka immediately in the event tests indicate that the reclaimed water does not meet applicable standards. Suspension of the acceptance of reclaimed water to be delivered by Apopka under the terms of this agreement is the sole remedy for any failure by Apopka to deliver to Mount Dora reclaimed water of a quality consistent with the terms in this section.

Mount Dora will deliver to Apopka, at the point of connection, reclaimed water of a quality consistent with the requirements for "public access area" treatment levels as described in Florida Administrative Code Chapter 62-610, and all other applicable regulations, as such regulations may be amended from time to time. Mount Dora shall provide Apopka, upon written request, any and all routine monitoring and testing of the reclaimed water delivered to Apopka, but only for those parameters required to meet applicable regulations. Apopka reserves the right to independently monitor the quality of the reclaimed water delivered to at its sole cost. Apopka agrees to notify Mount Dora immediately in the event tests indicate that the reclaimed water does not meet applicable standards. Suspension of the acceptance of reclaimed water to be delivered by Mount Dora under the terms of this agreement is the sole remedy for any failure by Mount Dora to deliver to Apopka reclaimed water of a quality consistent with the terms in this section.

SECTION 9. Events of Default and Dispute Resolution.

- 9.1 Event of Default. The following shall constitute a default under the terms of this Agreement:
- (a) Failure to provide a monetary payment that is due in a timely manner as required herein; provided that, at the election of the non-defaulting Party, this may be treated as abandonment of this Agreement.
- (b) Failure by either party to timely execute any required regulatory permit, application or agreement.
- 9.2 Cure of a Default. In the event either Party determines that a default of this Agreement has occurred, then such Party shall provide written notice of said default and specify a demand for cure. The defaulting Party shall provide a written response within thirty (30) days and provide a plan for curing the default. Said cure must be completed within ninety (90) days from the date of written response. In the event a Party denies the existence of a default as provided or has not cured the default, such matter shall be resolved through the dispute resolution process.
- 9.3 Dispute Resolution Process. Following the commencement of construction, the Parties agree to resolve any deadlock or dispute related to the performance of this Agreement in the following manner.
- (a) Any Party may initiate the dispute resolution process by providing written notice to the other Party. After transmittal and receipt of a notice specifying the area(s) of disagreement, the Parties or their representatives shall meet at reasonable times and places, as mutually agreed upon, to discuss the issues. If discussions between the Parties fail to meet or resolve the dispute within thirty (30) days of the notice described in this section, the Parties shall appoint a mutually acceptable neutral third-party to act as a mediator. The mediation contemplated by this section is intended to be a cost effective, informal and non-adversarial process, with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives. The mediator's fees and costs in connection with any such dispute resolution shall be divided evenly between the Parties. Attorney's fees shall be borne by the respective Party incurring said fees.
- (b) If the Parties are unable to reach a mediated settlement within sixty (60) days of the mediator's appointment, or if no mediator is appointed within sixty (60) days of when part (a) of this section would provide for such appointment, either Party may terminate the settlement discussions by

written notice to the other Party. In such event, either party may initiate the dispute resolution process in Chapter 164 Florida Statutes. Any action initiated based upon a claimed default shall not terminate this Agreement and both Parties shall continue to operate under the terms of this Agreement.

SECTION 10. General Provisions.

10.1 Term. This Agreement shall have automatically renewing terms of five (5) years beginning with the date of execution, which shall renew upon expiration unless a Party provides written notice of intent to terminate the Agreement at least ninety (90) days prior to an automatic renewal. Otherwise, this Agreement may be terminated only upon mutual consent, upon unilateral termination pursuant to Section 5.1, or as a result of any final action pursuant to Florida Statutes Chapter 164 under the default procedures provided in Section 9.

10.2 Notices. Except as otherwise provided in this Agreement, any notice required or permitted to be given pursuant to the provisions of this Agreement shall be effective as of the date of receipt. The current addresses of the Parties are:

City of Apopka Mayor 120 E. Main Street Apopka, Florida 32703 City of Mount Dora
City Manager
510 Baker Street
Mount Dora, Florida 32757

This Agreement and the rights of the Parties shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws rules thereof. 10.3 Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one Agreement binding on all parties hereto.

10.4 Severability. If any one or more of the provisions of this Agreement is held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement; provided, however, that the public interest in the terms set forth herein is not substantially adversely impacted.

- 10.5 Inurement. Except as herein otherwise provided, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 10.6 Exhibits. Exhibits and Schedules, if any, referred to in this Agreement are incorporated by reference into this Agreement.
- 10.7 Amendments. Except as otherwise specifically provided for herein, any amendment of this Agreement must be in writing and approved by both Parties.
- 10.8 Exercise of Discretion. In the event that any matter herein requires, permits, or contemplates Consent of the Parties, such Party(s) may exercise such consent rights in its sole and absolute discretion without any fiduciary or other duty to any other person, except as may be limited by the law applicable to local government utilities.
- 10.9 Sovereign Immunity. Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or the limits of liability of either Party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature. Any liability of either Party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purposes of allowing any claim against any party which would otherwise be barred under the doctrine of Sovereign Immunity or by operation of law.
- 10.10 Public Records. The Parties acknowledge that all documents related to this Agreement or the Interconnect are subject to the provisions of Chapter 119, Florida Statutes. Such documents shall be available for inspection and copying upon request and/or payment of any reasonable expenses associated therewith.
- 10.11 Authority to Execute Agreement. The Parties agree and acknowledge that they have complied with the requirements of Florida Statutes Section 163.01 in exercising their home rule powers in executing this Agreement. The Parties agree that this Agreement is valid, binding, and enforceable, and each Party warrants that it has the requisite power and authority to be bound by

this Agreement. The Parties agree that they shall not challenge in any administrative or judicial forum the validity or enforceability of this Agreement.

10.12 Legal Venue. The venue for all lawsuits involving any dispute, controversy, or claim arising out of or in connection with this Agreement shall be brought in the Circuit Court of Orange County, Florida.

10.13. Amendments and Waivers. Except as provided herein, no amendment or modification of this Interlocal Agreement shall be binding upon the Parties unless evidenced in a writing signed by duly authorized officers of each Party. Any waiver on the part of any Party of any provision or condition of this Interlocal Agreement must be in a writing signed by the Party to be bound by such waiver.

10.14. Further Assurances. Each Party shall from time to time execute and deliver all documents and instruments as any other Party reasonably requires to effectively carry out, clarify or more completely express the intent and meaning of this Agreement. Except where this Agreement expressly provides for a different standard, if this Agreement provides for a determination, decision, consent or approval of a Party, the Party shall act in a commercially reasonable manner and without unreasonable delay.

10.15 Indemnity. Each party shall be responsible for indemnifying their own officials, employees and agents in the construction and operation of the Interconnect. Mount Dora shall indemnify and hold harmless Apopka for the claims against Apopka for property damage, bodily injury, and death caused by the acts, errors, or sole negligence of Mount Dora or Mount Dora's officers or employees in connection with this Agreement. Apopka shall indemnify and hold harmless Mount Dora for the claims against Mount Dora for property damage, bodily injury, and death caused by the acts, errors, or sole negligence of Apopka or Apopka's officers or employees in connection with this Agreement. The foregoing indemnification provided by the parties shall not constitute a waiver of sovereign immunity, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. Each party's indemnification shall be limited to \$200,000 for a single claim and \$300,000 for multiple claims arising out of the same incident, which limitations shall apply whether the underlying action sounds in contract or tort. Additionally, nothing in this section shall limit the rights of any Party against any other Party for breach of this Agreement.

SECTION 11. Effective Date. The Parties shall file an executed copy of this Agreement with the Clerk of the Circuit Court for Orange County pursuant to Section 163.01, Florida Statutes at Mount Dora's expense. This Agreement shall not be effective until executed by both parties.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

TECHNICAL MEMORANDUM OF AGREEMENT

THIS TECHNICAL MEMORANDUM OF AGREEMENT, made and entered into this day of, 2018, between the City of Apopka (Apopka), FLORIDA, a municipal subdivision of the State of Florida, and the City of Mount Dora (Mount Dora), FLORIDA, a municipal subdivision of the State of Florida and hereafter collectively referred to as the "Parties."		
WITI	NESSETH:	
1.	On the Parties entered into a written Reclaimed Water Interconnect Agreement for the supply of reclaimed water.	
2.	The Reclaimed Water Interconnect Agreement provides for the funding, construction, and management of the interconnect and restrictions upon its use.	
3.	This Technical Memorandum of Agreement sets forth specific terms, conditions, and restrictions for the supply of reclaimed water by the Parties.	
4.	The Parties acknowledge that Mount Dora will be limited to the remaining amount of reclaimed water available following Apopka's service to its utility customers ("excess water"). The amount of excess water available for purchase shall be at the sole discretion of Apopka, evaluated continuously based upon anticipated and actual usage by its utility customers. It is anticipated the amount of excess water available will be a minimum of one million gallons per day, on an annual average daily basis. The Parties shall assume that Mount Dora has elected to purchase all water available. Any election by Mount Dora to cease or resume excess water service must be made at least twelve (12) hours in advance. Mount Dora shall have the right to purchase up to 50% of each day's excess water. No part of this Agreement shall be construed to mandate either party to accept or purchase water from the other Party.	
5.	The Parties agree that Mount Dora will pay Apopka for all reclaimed water from Apopka at a rate of sixty percent of the current commercial rate charged to Apopka customers, as amended from time to time with rate increases approved by the Apopka City Council. The commercial rate for fiscal year 2018 is \$1.61/1,000 gallons. The reclaimed water flows will be metered at the Interconnect Meter and Valve Assembly for billing and permit purposes.	

6. Mount Dora will install a Sensus Advanced Metering Infrastructure ("AMI") meter compatible with Apopka's AMI system to record flows from Apopka to Mount

Dora for reporting and billing purposes. Mount Dora will perform an annual calibration check on the Sensus AMI meter and submit reports to Apopka. Additionally, Mount Dora will install a Supervisory Control and Data Acquisition ("SCADA") Remote Terminal Unit ("RTU") compatible with the Apopka SCADA system at no cost to Apopka for control of the electric valve feeding Mount Dora reclaimed water. Mount Dora will grant any permissions required for Apopka to remotely operate the electric valve from Apopka facilities.

- 7. Mount Dora will file a Minor Permit Modification to the Florida Department of Environmental Protection ("DEP") at no cost to Apopka on Apopka's behalf for the inclusion of this reclaimed water interconnect into Apopka's DEP Operating Permit.
- 8. Mount Dora will assume full responsibility for the maintenance of the reclaimed water turnout. Apopka will assume full responsibility for the operation of the electric actuated valve controlling the flow of reclaimed water to Mount Dora. Mount Dora will install and maintain a booster pump station to provide adequate pressures to the Mount Dora distribution system until such time the Apopka West Reclaimed Water Plant has been constructed.
- Apopka agrees to pay Mount Dora for all upsizing costs of the reclaimed water main piping, over and above 16-inches in diameter, within the Apopka Utility Service Area, to comply with Apopka's Reclaimed Water Master Plan Hydraulic Model requirements.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Technical Memorandum of Agreement to become effective as of the date and year first above written.

ATTEST:	CITY OF APOPKA, FLORIDA
LINDA F. GOFF, CITY CLERK	By: JOSEPH E. KILSHEIMER, MAYOR
	CITY OF MOUNT DORA, FLORIDA
CITY CI FRK	_ By: CITY MANAGER



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA MEETING OF: March 7, 2018
PUBLIC HEARING FROM: Administration
SPECIAL REPORTS EXHIBITS: Meeting Notice
X OTHER: BUSINESS Memo (CFX), Maps & Agreement

SUBJECT: RIGHTS OF WAY [ROW] TRANSFER FROM AND TO THE CENTRAL

FLORIDA EXPRESSWAY AUTHORITY [CFX]

REQUEST: ACCEPT THE TRANSFER OF CERTAIN RIGHTS OF WAY FROM CFX AND

DIRECT THE TRANSFER FROM THE CITY TO CFX OF CERTAIN ROWS

SUMMARY:

City staff has been working with CFX, Florida Hospital Apopka and Orange County to obtain ROW necessary to extend Harmon Road east to Marden Road. This plan has finally begun to come together. Orange County recently recorded a quit claim deed for the old abandoned Ocoee Apopka Road ROW. CFX's ROW committee met on Wednesday, February 28, 2018 and recommended that the CFX Board approve the transfer of certain ROW's to the City. The CFX Board will consider the transfer at their meeting on Thursday, March 8, 2018. Florida Hospital Apopka has said all along they will also deed a portion of their property for ROW.

CFX actually wishes to trade ROWs with the City in order to convey necessary Harmon Road/Ocoee Apopka Road ROW. The trade from CFX to the City will involve ROW along two areas of Ocoee Apopka Road and a section of ROW along Harmon Road between the SR 414 and SR 429. The City would convey in exchange aerial rights for the CFX Bridge connecting Coral Hills Road across the SR 414. In the transfer of ROW along Harmon Road, CFX will retain aerial rights over SR 414 and SR 429 bridges crossings. The City would automatically be responsible for maintenance of the sections of ROW deeded to it by CFX.

FUNDING SOURCE:

The City will be responsible for filing fees associated with the ROW transfers. This is a negligible amount [less than \$100] and will be paid from the General Fund.

RECOMMENDATION ACTION:

Vote to accept the transfers to and from CFX as described above.

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation DirectorCity AdministratorIT DirectorCity ClerkCommunity Development DirectorPolice ChiefFire Chief

MEETING NOTICE

Central Florida Expressway Authority RIGHT-OF-WAY COMMITTEE MEETING

DATE: February 28, 2018

TIME: 2:00 p.m.

LOCATION: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807 CFX Boardroom

Members of the Right-of-Way Committee:

Laurie Botts, City of Orlando Representative, Committee Chair Brendon Dedekind, Citizen Representative Jean Jreij, Seminole County Representative Christopher Murvin, Citizen Representative Frank Raymond, Osceola County Representative Brian Sheahan, Lake County Representative Paul Sladek, Orange County Representative John Denninghoff, Brevard County Representative

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purpose, 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.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at linearing-center-new-norm at least three business days prior to the event.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at (407) 690-5000.

Posted 1/2/2018 at CFX Administration Building

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:

Right of Way Committee Members

FROM:

Linda S. Brehmer Lanosa, Deputy General Counsel

DATE:

February 14, 2018

RE:

Right-of-Way Transfer and Continuing Maintenance Agreement between

Central Florida Expressway Authority ("CFX") and City of Apopka

Projects: 429-604, 429-200, 429-200A, 414-210

Location: State Road (S.R.) 429 and County Road 437A a/k/a Ocoee-Apopka Road

BACKGROUND

To enable CFX to construct S.R. 429, extend S.R. 414, and make other improvements to its Expressway System, CFX relocated local roadways, constructed bridges over local roadways, widened local roadways, realigned local roadways, lowered local roadways, and constructed retention ponds to serve the relocated, widened, or lowered local roadways, to facilitate and support CFX's Expressway System.

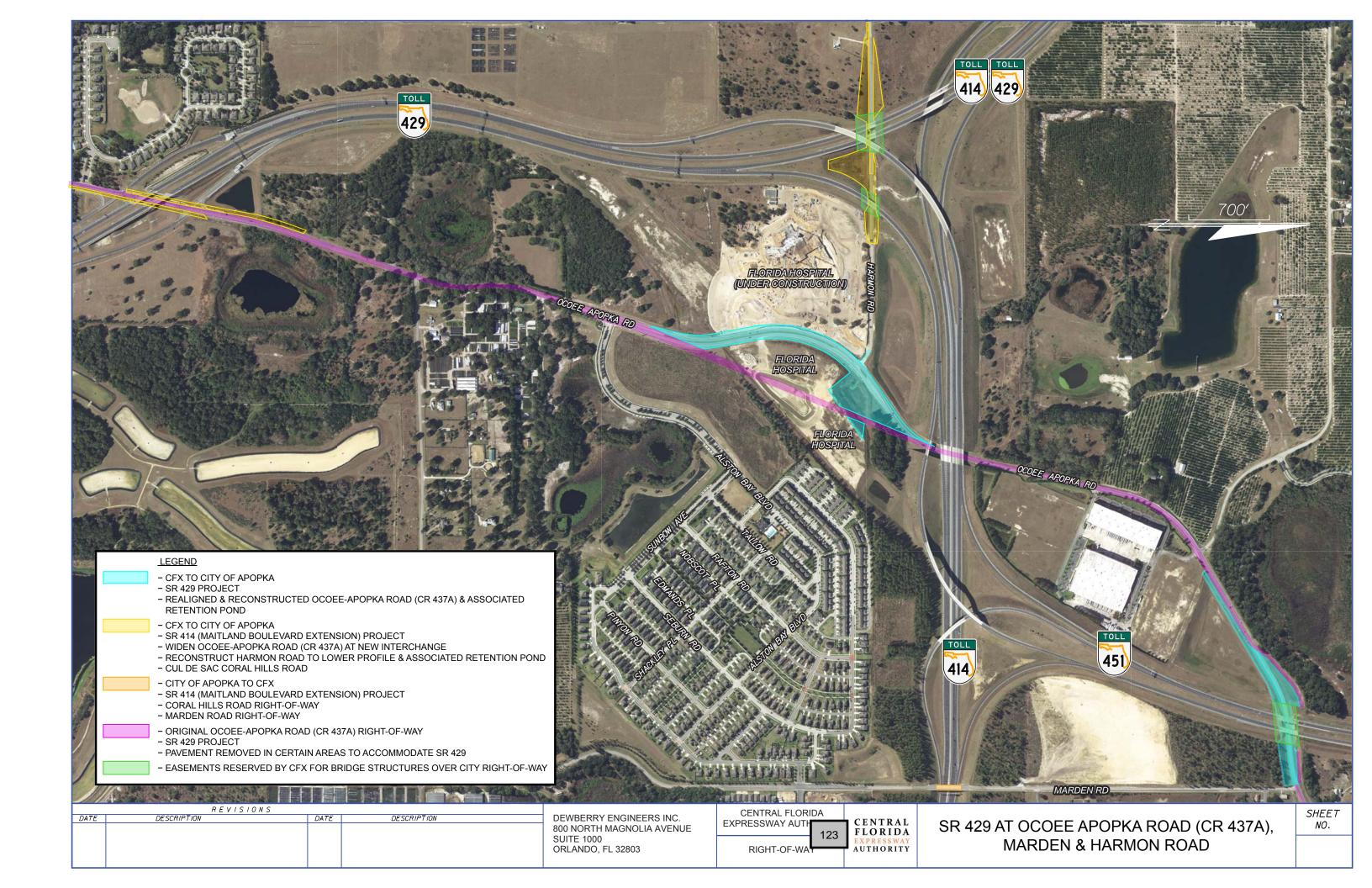
CFX and the City of Apopka would like to transfer portions of the road right of way so that local roads and associated facilities are owned and maintained by the City of Apopka and property and associated facilities utilized for CFX's Expressway System are owned and maintained by CFX. An aerial depicting the property addressed in the Agreement is attached. Upon CFX's conveyance of the local road right of way to the City, the City would assume responsibility for maintenance and liability for the local road right of way. Previously, the Right of Way Committee approved the request to prepare a jurisdictional right of way transfer agreement subject to easements, including future air rights, in favor of CFX for bridge crossings.

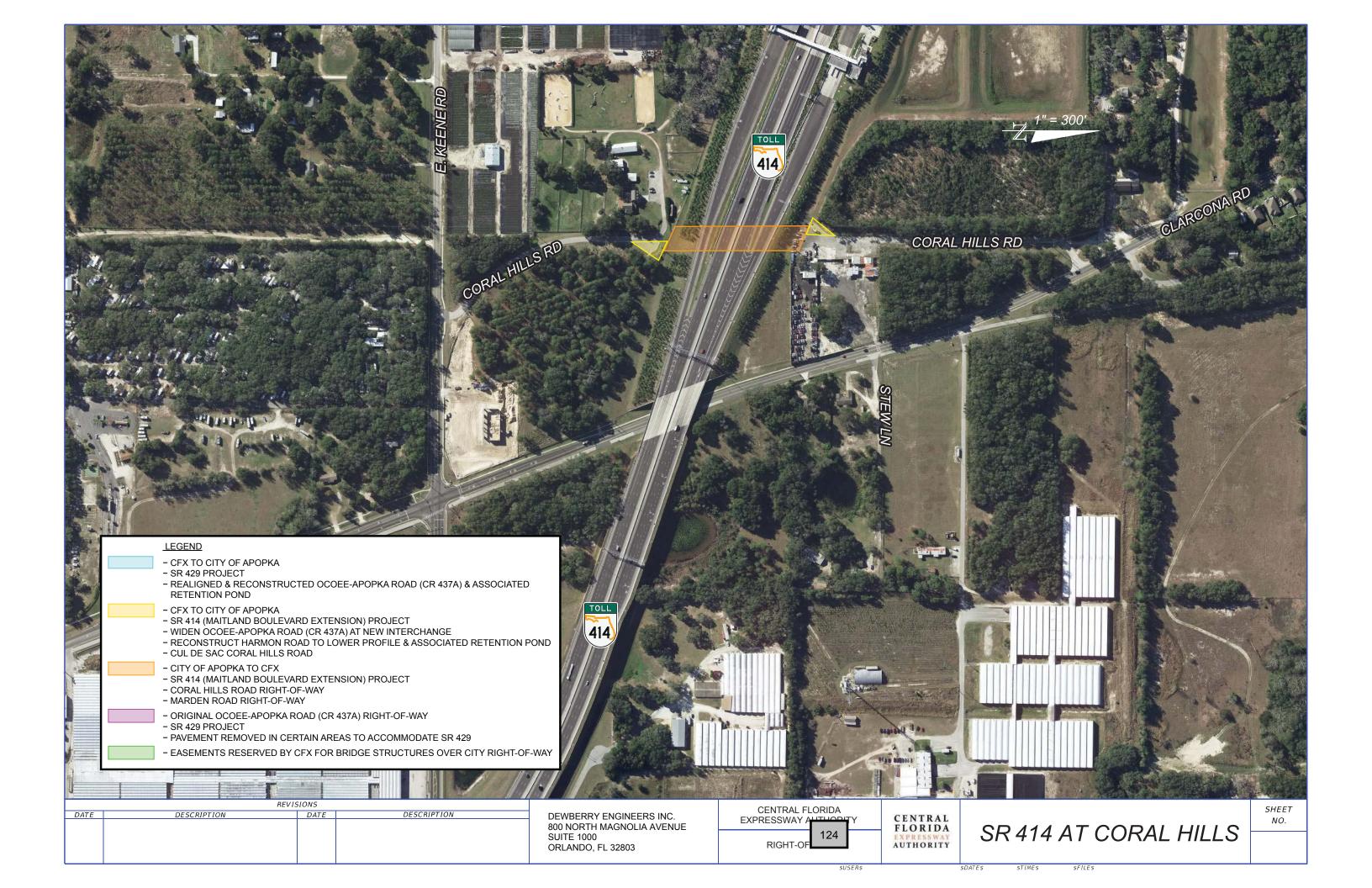
Dewberry, CFX's General Engineering Consultant (GEC), has reviewed the plans, legal descriptions, detailed maintenance functions, assignment of maintenance responsibilities, and the Agreement. Dewberry has informally opined that the conveyance of the designated property to the City will not detrimentally affect the Expressway System. As a condition precedent to the execution of the Agreement, Dewberry will need to provide CFX with a certificate formalizing its opinion about the conveyance. In addition, bond counsel has been asked to provide an opinion in accordance with the bond covenants.

The City of Apopka has reviewed and revised the Agreement as shown by the attached redline version of the Agreement. The parties are still in the process of finalizing the exact legal descriptions and the technical portions of the Agreement.

REQUEST

We request the Committee's recommendation for Board approval of a Right-of-Way Transfer and Continuing Maintenance Agreement between Central Florida Expressway Authority and City of Apopka in a form substantially similar to the attached agreement, subject to approval of the legal descriptions, maintenance functions, and maintenance responsibilities by CFX's Chief of Infrastructure and General Counsel, or their designees, and CFX's General Engineering Consultant and bond counsel.





RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT BETWEEN CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND CITY OF APOPKA, FLORIDA

(S.R. 429 at County Road 437A a/k/a Ocoee-Apopka Road)

THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT ("Agreement") is made and entered into on the last date of execution below by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and CITY OF APOPKA, a municipality of the State of Florida, whose address is 120 E. Main Street, Apopka Florida 32703 ("City"). CFX and City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pursuant to section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("Expressway System") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, "public roads may be transferred between jurisdictions . . . by mutual agreement;" and

WHEREAS, Section 163.01, Florida Statutes, authorizes both partiesParties to this Agreement to enter into Interlocal Agreements; and

WHEREAS, in the course of the construction State Road (S.R.) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Maitland Boulevard Extension S.R. 429/414 Systems Interchange Project No. 429-200, the S.R. 429 Interchange with C.R. 437A (a/k/a Ocoee-Apopka Road) Project No. 429-200A, and the S.R. 429 Project 429-604, are completed, and both parties Parties desire title to the local roads and related facilities to vest in City, subject to certain

rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings to vest in CFX; and

WHEREAS, the <u>P</u>parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and City agree as follows:

- 1. <u>Recital.</u> The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.
- 2. <u>Right of Way Maps.</u> Simultaneously with the execution of this agreement, CFX has delivered to City the right-of-way maps consisting of S.R. 429 Interchange with C.R. No. 437A, Project No. 429-200A; Maitland Boulevard Extension S.R. 429/414 Systems Interchange Project No. 429-200; and S.R. 429, Project No. 429-604.
- 3. <u>CFX Conveyance</u>. CFX shall convey to City by Quit Claim Deed all of its right, title and interest in and to the real property described in Composite Exhibit "A" attached hereto and made a part hereof, which exhibit contains a copy of the Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easements described in the Quit Claim Deed.
- 4. <u>City Conveyance</u>. City shall convey to CFX by Quitclaim Deed all of its right, title and interest in and to the real property described in <u>Composite Exhibit</u> "B" attached hereto and made a part hereof, which exhibit contains a copy of the Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easements described in the Quit Claim Deed.
- 5. <u>Easements for Expressway Facilities</u>. The <u>P</u>parties agree that CFX, and its successors and assigns, owns and holds perpetual, exclusive easements ("Easements") for the S.R. 429, S.R. 414, and S.R. 451 bridges, ramps, columns, fencing, signature, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through the local roads as described in **Exhibit "E,"** including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove the Expressway Facilities. City expressly agrees for itself and its successors and assigns to refrain from any use of the Easements which would interfere with the Expressway Facilities or otherwise constitute a hazard for the Expressway Facilities. The Easements shall be appurtenant to the City's right of way and shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by CFX and its successors and assigns.
- 6. <u>Future and Continuing Maintenance</u>. The <u>P</u>parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility. The future and continuing maintenance is applicable to the following areas: 1. City/County road bridge over CFX Expressway; 2. CFX Expressway

bridge over City/County road; 3. Canals/waterways — City/County; 4. Canals/waterways — CFX; 5. Detention/retention pond and structures; 6. Utilities; and 7. Roadways.

- 7. <u>Detailed Maintenance Functions.</u> **Exhibit "C"** attached hereto and by reference made a part hereof defines generically the areas of maintenance as outlined in paragraph 6 (1) (7) above and the party responsibility for each of the future and continuing maintenance specific functions applicable to the area. The <u>P</u>parties agree that the maintenance functions outlined on **Exhibit "C"** are necessary and properly and reasonably defined and that the responsibility given to each of the <u>P</u>parties hereto to perform said functions is likewise necessary and properly and reasonably defined.
- 8. <u>Maintenance Responsibility</u>. **Exhibit "D"** attached hereto and by reference made a part hereof defines with specificity the locations for the continuing and future maintenance responsibility assigned and accepted pursuant to this Agreement, the party responsible for such maintenance and the exact maintenance item assigned to each party by reference to the paragraph number and subparagraph letter to the maintenance responsibility details outlined on **Exhibit "C"**.
- 9. <u>CFX Maintenance Responsibility.</u> CFX does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit "D"** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.
- 10. <u>City Maintenance Responsibility.</u> City does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit "D"** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.
- 11. <u>Consideration</u>. The consideration for the property to be transferred to City and the property to be transferred to CFX, collectively "the Property," shall be the continuing and future obligation to maintain the Property.
- 12. <u>Evidence of Title</u>. At any time before Closing, either party may, at its sole cost and expense, order a commitment from an agent for a policy of Owner's Title Insurance (the "Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to that party.
- 13. <u>Survey</u>. Either party shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). The surveyor shall provide certified legal descriptions and sketches of said descriptions and the legal descriptions will be included in the deed subject to the approval of the <u>P</u>parties.
- 14. Reverter. The <u>P</u>parties agree that if City no longer uses the <u>p</u>Property (or any part thereof) conveyed to City for City public right-of-way purposes, then all right, title, and interest to Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX.

- 15. Closing Date and Location. The closing of the conveyances contemplated under this Agreement (the "Closing") shall be held on or before ______ (__) days after the Effective Date or such earlier date selected by CFX upon not less than ____ (__) days' written notice to City (the "Closing Date"), at the offices of CFX, or CFX's attorney, or any other place which is mutually acceptable to the Pparties. The closing date is subject to an option to extend that may be exercised with written approval from the Mayor of City of Apopka and the Executive Director of the Central Florida Expressway Authority.
- 16. <u>Conveyance of Title</u>. At the Closing, the <u>P</u>parties shall execute and deliver to the other the required Deeds and Easements as described above.
- 17. <u>FIRPTA Affidavit</u>. At Closing, each owner of the property ("Owner") shall sign a closing statement and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction.
- 18. <u>Disclosure of Beneficial Interests</u>. If, at the time of Closing, the Owners hold title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then at Closing the Owners shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes.
- 19. <u>General Closing Documents</u>. At Closing, City shall sign a closing statement and an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

20. Recording.

- a. City agrees to record the Deed for the property being conveyed to City within thirty (30) days after delivery of the original Deed to City at its cost. City agrees to deliver a certified copy of the recorded Deed and easements to CFX shortly thereafter.
- b. CFX agrees to record the Deed and Easements for the property being conveyed to CFX within thirty (30) days after acceptance at its cost. CFX agrees to deliver a certified copy of the recorded Deed and easements to City shortly thereafter.
- 21. <u>Agreement Not Recorded</u>. This Agreement shall not be recorded in the official records of any county in the State of Florida. Notwithstanding the foregoing, the <u>P</u>parties acknowledge that this Agreement is and will remain a public record that will be available for review and inspection by the public.

22. As-Is Conveyance.

a. Conveyance by CFX to City. The property described in paragraph 3 and Composite Exhibit "A" is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09)

City has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 3 and Composite Exhibit "A" "AS-IS, WHERE IS AND WITH ALL FAULTS" and that the respective owner has disclaimed herein any and all warranties, express or implied.

Conveyance by City to CFX. The property described in paragraph 4 and Composite Exhibit "B" is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing.

CFX has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 4 and Composite Exhibit "B" "AS-IS, WHERE IS AND WITH ALL FAULTS" and that the respective owner has disclaimed herein any and all warranties, express or implied.

24.23. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX:

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director Telephone: (407) 690-5000 Facsimile: (407) 690-5011

With a copy to:

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 Attn: General Counsel Telephone: (407) 690-5000

CITY:

CITY OF APOPKA 120 East Main Street Apopka, Florida 32703 Attention: Mayor

Telephone:

With a copy to:

CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney

Telephone: (407)

Facsimile: (407) _____-

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

Right of Way Transfer and Continuing Maintenance Agreement, Page 6 of 10

25.24. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Pparties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties Parties hereto unless such amendment is in writing and executed by both partiesParties. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. City and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties Parties hereto agree that the exclusive venue and jurisdiction for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

26-25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties Parties hereto and their successors and assigns.

Release of CFX. By execution of this Agreement, City acknowledges and agrees that as of the date of City's execution and delivery of the deed, City shall thereby remise, release, acquit, satisfy, and forever discharge CFX, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which City ever had, then have, or which any personal representative, successor, heir or assign of City, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with City's conveyance of the property described in paragraph 4 and Exhibit "B" to CFX, including, without limitation, any claim for loss of access to City's remaining property, severance damages to City's remaining property, business damages or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging City's agreement to the foregoing. (CFX Manual, Sec. 5-7.05)

27. Release of City. By execution of this Agreement, CFX acknowledges and agrees that as of the date of CFX's execution and delivery of the deed, CFX shall thereby remise, release, acquit, satisfy, and forever discharge City, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which CFX ever had, then have, or which any personal representative, successor, heir or assign of CFX, thereafter can, shall or may have, against City, for, upon or by reason of any matter, cause

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Right of Way Transfer and Continuing Maintenance Agreement, Page 7 of 10

or thing whatsoever, arising out of or in any way connected with CFX's conveyance of the property described in paragraph 3 and Composite Exhibit "A" to City, including, without limitation, any claim for loss of access to CFX's remaining property, severance damages to CFX's remaining property, business damages or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging CFX's agreement to the foregoing.

29.26. Survival of Provisions. All covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

30.27. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

31.28. Effective Date. This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and City.

IN WITNESS WHEREOF, the <u>partiesParties</u> hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

[SIGNATURES TO FOLLOW]

Signed, sealed, and delivered in the presence of:	CITY OF APOPKA, FLORIDA By: City Commission
First Witness:	
Signature	BY:
Print Name	Date:
Print Name	
Second Witness:	
ATTEST:City Clerk	_
STATE OF FLORIDA)	
COUNTY OF)	
The foregoing instrument was acknown 201, by	vledged before me this day of, , as Mayor of City of Apopka.
	NOTARY PUBLIC
Signature:	
	Signature of Notary Public - State of Florida
	Print, Type or Stamp Commissioned Name of Notary Public
Personally Known [] OR Produced Identific	eation [], Type:

Right of Way Transfer and Continuing Maintenance Agreement, Page 9 of 10

Signed, sealed, and delivered in the presence of:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
First Witness:	
Signature	BY:CHAIRMAN FRED HAWKINS
Print Name	Date:
Second Witness:	
ATTEST: Regla ("Mimi") Lamaute Recording Clerk	
STATE OF FLORIDA) COUNTY OF)	
The foregoing instrument was acknown 2018, by Fred Hawkins as Chairman of the Ce	ledged before me this day of, entral Florida Expressway Authority.
И	IOTARY PUBLIC
Signature: S	ignature of Notary Public - State of Florida
\overline{P}	rint, Type or Stamp Commissioned Name of Notary Public
Personally Known [] OR Produced Identifica	ation [], Type:
LIST OF EXHIBITS A. Quit Claim Deeds With Legal Description B. Special Warranty Quit Claim Deeds with I C. Detailed Maintenance Functions D. Maintenance Responsibility E. Fasement Agreement for Expressway Facility	egal Descriptions of property from City to CFX

Right of Way Transfer and Continuing Maintenance Agreement, Page 10 of 10

EXHIBIT "A"

Prepared By:

Linda S. Brehmer Lanosa, Deputy General Counsel Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Reserved for Recording

Project 429-604; 429-200 A; 429-200

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED WITH RESERVATIONS AND EASEMENTS

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("GRANTOR") and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 ("City" or "GRANTEE").

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT "1"

Property Appraiser's Parcel Identification Number: Not Assigned

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the covenants, conditions, restrictions, reservations, and easements which are set forth below:

a)	GRANTOR reserves unto itself, its successors an	nd assigns the Easement Agreeme	ent
	for Expressway Facilities recorded in the Official	Records of Orange County, Florid	da,
	as Document Number	at O.R. Bo	ok
	and Page		

- b) GRANTOR reserves unto itself, its successors and assigns the Permanent Drainage Easement recorded in the Official Records of Orange County, Florida, as Document Number 1998-0120140 at O.R. Book 5447 and Page 2165.
- c) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429, 414, or 451 right-of-way property which may otherwise accrue to any property adjoining said right of way.
- d) GRANTEE has no rights of ingress, egress, or access to S.R. 429, 414, or 451 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429, 414, or 451 bridges.
- e) GRANTEE expressly agrees for itself, and its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with S.R. 429, 414, or 451 or otherwise constitute a hazard for S.R. 429, 414, or 451 or any related system or structure.
- f) GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for City or County public right-of-way purposes, then all right, title, and interest to the Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered in the presence of:	"CFX"
First Witness:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Signature	BY: CHAIRMAN
Print Name	Date:
Second Witness:	
ATTEST:	
	APPROVED AS TO FORM FOR RELIANCE BY CFX ONLY
	By: General Counsel
STATE OF FLORIDA)	
COUNTY OF	
Signature:	Signature of Notary Public - State of Florida
Personally Known [] OR Produced Identif	Print, Type or Stamp Commissioned Name of Notary Public Cication []. Type:

COMPOSITE EXHIBIT "B"

Prepared By:

Linda S. Brehmer Lanosa, Deputy General Counsel Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Reserved for Recording

Project 429-200 (involving Marden Road)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED WITH EASEMENT

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 ("City" or "GRANTOR") and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX" or "GRANTEE").

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT "1" (hereinafter "the Property")

Property Appraiser's Parcel Identification Number: Not Assigned

TOGETHER WITH all rights of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the reservation by GRANTOR unto itself, its successors and assigns of an easement for the Marden Road Bridge over the Property, including the right to use, operate, maintain, improve, and repair.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered	"GRANTOR"
in the presence of:	CITY OF APOPKA
First Witness:	
	pv.
Signature	BY: Mayor
	Date:
Print Name	
Second Witness:	
ATTEST:	
ATTEST:Recording Clerk	
STATE OF FLORIDA) COUNTY OF)	
The foregoing instrument was acknowledge 201, by	owledged before me this day of, as Mayor of the City of Aponka
, oy	, as Mayor of the City of Apopta.
	NOTARY PUBLIC
Signature:	
_	Signature of Notary Public - State of Florida
	Print, Type or Stamp Commissioned Name of Notary Public
Personally Known [] OR Produced Identit	fication [] Type:

EXHIBIT "1"

LEGAL DESCRIPTION

Prepared By:

Linda S. Brehmer Lanosa, Deputy General Counsel Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Reserved for Recording

Project 414-210 (involving Coral Hills Road)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 ("City" or "GRANTOR") and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX" or "GRANTEE").

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT "1" (hereinafter "the Property")

Property Appraiser's Parcel Identification Number: Not Assigned

TOGETHER WITH all rights of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered in the presence of:	"GRANTOR"
	CITY OF APOPKA
First Witness:	BY: Mayor
Signature	Date:
Print Name	_
Second Witness:	
ATTEST:Recording Clerk	
STATE OF FLORIDA) COUNTY OF)	
The foregoing instrument was ackn 201, by	owledged before me this day of,, as Mayor of the City of Apopka.
	NOTARY PUBLIC
Signature:	Signature of Notary Public - State of Florida
	Print, Type or Stamp Commissioned Name of Notary Public
Personally Known [] OR Produced Identic	fication [], Type:

EXHIBIT "1"

LEGAL DESCRIPTION

EXHIBIT C. DETAILED MAINTENANCE FUNCTIONS

1. Local Road Bridge Over CFX Expressway System

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right of way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) City Responsibility
 - (1) Local roadway up to bridge approach slabs
 - (2) Sideslopes to right-of-way fence
 - (3) Signalization and bridge lighting above deck, if applicable
 - (4) Non- CFX Utilities facilities within CFX right-of-way
 - (5) Cross road drainage structures and pipe draining to CFX or Local retention area
 - (6) Cleaning/sweeping, striping and marking for Local roadways and sidewalks, if applicable.

2. CFX Expressway Bridge over Local Road

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right of way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local ponds
 - vi) Ramp maintenance to Local Road edge of pavement

b) City Responsibility

- i) Local Road within Local right-of-way, including pavement, striping, sidewalks, signage, signalization, lighting, and other improvements on or under the Local Road up to CFX's L/A right-of-way line or retaining wall
- ii) Local Road between the CFX Bridge retaining walls
- iii) Local road drainage structures and systems
- iv) Ramp signalization and cross-road lighting, if applicable
- v) Side slopes to L/A right-of-way fence line
- vi) All other maintenance activities, including but not limited to cleaning, sweeping, etc.

v.2.7.18

3. Canals/Waterways – City

- a) CFX Responsibility
 - i) Structural integrity of headwalls and structure under CFX
 - ii) Bridge structure per se, if required
 - iii) Rip-rap if required
- b) Local responsibility
 - i) Canal and banks beyond head walls
 - ii) Open flow channel under CFX
- 4. Canals/Waterways CFX
 - a) CFX Responsibility
 - i) Bridge structure
 - ii) Waterway/channel within CFX right-of-way
 - iii) Rip-rap if required
- 5. Detention/Retention Ponds and Structures
 - a) CFX Responsibility
 - i) CFX assigned ponds and CFX drainage structures within L/A right-of-way handling CFX water
 - ii) Drainage structures and piping in CFX right-of-way conveying water across Expressway
 - b) Local Responsibility
 - i) Local assigned ponds and Local drainage structures handling Local road water
 - ii) Drainage structures in Local right-of-way feeding into CFX ponds/right-of-way
- 6. Utilities
 - a) CFX Responsibility: None
 - b) Local Responsibility:
 - i) Water and wastewater mains in CFX L/A right-of-way
 - c) General:
 - Non- CFX utilities in public or L/A right-of-way are the responsibility of the utility company
- 7. Roadways
 - a) CFX Responsibility: All facilities within CFX's L/A right-of-way except as noted.
 - b) Local Responsibility: All facilities within Local right-of-way except as noted.

EXHIBIT D. MAINTENANCE RESPONSIBILITY See Exhibit C for the Detailed Maintenance Functions

Location	City Responsibility	CFX Responsibility
Pond A (429-200A): Receives runoff from CR 437A and		5a
SR 429 Ramp A, thus joint use maintained by CFX		
Pond C (429-200A): Receives runoff from CR 437A and		5a
SR 429 NB ramp, thus joint use and maintained by CFX		
Pond D (429-200A): Receives runoff from CR 437A and		5a
SR 429 SB, thus joint use and maintained by CFX		
CFX Pond 7 outfall maintained by Apopka.	5b	
S.R. 429 over C.R. 437A a/k/a Ocoee-Apopka Road	2b	2a
(429-200A, 429-604)		
S.R. 429 and S.R. 414 and associated ramps over Harmon	2b	2a
Road		
S.R. 451 over C.R. 437A (429-604)	2b	2a
Marden Road over S.R. 414	1b	1a

EXHIBIT "E"

Prepared By and Return To: Linda S. Brehmer Lanosa Deputy General Counsel Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

For Recording Purposes Only

Projects 429-604, 429-200A, 429-200

This document is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

EASEMENT AGREEMENT FOR EXPRESSWAY FACILITIES

THIS EASEMENT AGREEMENT is executed this _____ day of _____, 2018, by the CITY OF APOPKA, a Florida Municipal Corporation existing under the laws of the State of Florida. whose address is 120 East Main Street, Apopka, Florida 32703 ("Grantor" or "City") to and in favor of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, public corporation and an agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Grantee" or "CFX").

WITNESSETH:

WHEREAS, pursuant to section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("Expressway System") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, the City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, "public roads may be transferred between jurisdictions . . . by mutual agreement;" and

WHEREAS, in the course of the construction State Road (S.R.) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Maitland Boulevard Extension S.R. 429 / 414 Systems Interchange Project No. 429-200, the S.R. 429 Interchange with C.R. 437A (a/k/a Ocoee-Apopka Road) Project No. 429-200A, and the Western Beltway S.R. 429 Project 75320-6460-604, are completed, and both parties desire title to the local roads and related facilities to vest in the City, subject to certain rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings to vest in CFX; and

WHEREAS, in conjunction with this Easement Agreement, the parties have entered into or will enter into a separate Right of Way Transfer and Continuing Maintenance Agreement ("Maintenance Agreement") addressing, in part, each party's maintenance responsibilities with respect to the property identified therein; and

WHEREAS, the property that is the subject of this Easement Agreement involves the expressway bridges, ramps, columns, fencing, signage, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through local road right-of-way within the jurisdictional limits of the City, either now or in the foreseeable future, as more particularly described in **Exhibit "1"** attached hereto; and

WHEREAS, CFX affirms and City acknowledges that CFX reserves unto itself, its successors and assigns the Permanent Drainage Easement recorded in the Official Records of Orange County, Florida, as Document Number 1998-0120140 at O.R. Book 5447 and Page 2165; and

WHEREAS, the City desires to formally grant to CFX certain easements for the operation, maintenance, expansion, or removal of Expressway Facilities on, over and under the load road right-of-way.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

- 1. **Recitals.** That all of the foregoing recitals contained in this Easement Agreement are true and correct and are incorporated herein by this reference.
- 2. **Grant of Easement for Expressway Facilities.** The City hereby grants and conveys to CFX and its successors and assigns, perpetual, exclusive easements for the Expressway Facilities over the local road right-of-ways as itemized in **Exhibit "1"**, referred to as "Easement Property," including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove all or part of the Expressway Facilities over, through, across, and under the Easement Property. In addition, the City hereby grants and conveys to CFX and its successors and assigns, a perpetual, non-exclusive easement for limited-access fences, signs and related structures and facilities, including the right to access, install, construct, use, operate, maintain, alter, improve, repair replace, renew, expand, and remove on, over, through, across, and under the Easement Property. Further, if and when the

City acquires additional portions of local road right-of-way, the Easement Property shall encompass the additional portion of the local road right-of-way. The City or its successors in interest shall be entitled to make reasonable use of the Easement Property for local right-of-way not inconsistent with CFX's use; provided, any use by the City of the Easement Property shall not in any manner adversely affect the exercise of CFX's rights hereunder, use or enjoyment of the Easement Property. The City expressly agrees for itself and its successors and assigns, to refrain from any use of the Easement Property which would interfere with the Expressway Facilities or the Expressway System, or otherwise constitute a hazard for the Expressway Facilities or Expressway System.

3. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director

Copy to: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, Florida 32807 Attn: General Counsel

CITY: CITY OF APOPKA

120 East Main Street Apopka, Florida 32703

Attn: Mayor

Copy to: CITY OF APOPKA

120 East Main Street Apopka, Florida 32703 Attn: City Attorney

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

- 4. **Modification**. This Easement Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.
- 5. **Successors and Assigns.** All easements contained herein shall be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever

and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto. All obligations of the City and CFX hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against the parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Easement Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance. The easements set forth in this Agreement shall be perpetual.

- 6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.
- 7. **No Public Rights**. This instrument is not intended to, and shall not, create any rights in favor of the general public.
- 8. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWING]

IN WITNESS WHEREOF, the City has caused this Easement Agreement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date first above written.

	Corporation existing under the laws of the State of Florida.
	By: Title:
	Print:, 2009
(Print Name)	
	Approved as to form and legality for the execution by a signatory of the City of Apopka
(Print Name)	
	Legal Counsel:
	By:
	Print:
STATE OF FLORIDA	Date
COUNTY OF ORANGE	
Florida to take acknowledgments, of the City of Apo	ed authority, duly authorized under the laws of the State of this day personally appeared, as, as, as, personally known to me to be the individual and office foregoing instrument on behalf of said City of Apopka.
	(Signature of Notary Public)
	(Print or Type Name of Notary Public)
	Notary Public, State of Florida
	Commission No & Expiration

v.2.7.18 5

IN WITNESS WHEREOF, the Central Florida Expressway Authority has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:	"GRANTEE" CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida
Print Name:	By:
Print Name:	Attest:Executive_Secretary
	APPROVED AS TO FORM AND LEGALITY this day of, 2017, for use and reliance by Central Florida Expressway Authority Only
	By: Date:
STATE OF FLORIDA COUNTY OF ORANGE	
2017, by Laura Kelley, as Executive	s acknowledged before me this day of, Director of the CENTRAL FLORIDA EXPRESSWAY and an agency of the State of Florida, on behalf of the ne.
	(Signature of Notary Public)
	(Print or Type Name of Notary Public) Notary Public, State of Florida Commission No. & Expiration

v.2.7.18 6

For Recording Purposes (nlv

EXHIBIT "1"

("Easement Property")



CITY OF APOPKA CITY COUNCIL

___ CONSENT AGENDA

X PUBLIC HEARING

SPECIAL REPORTS

X OTHER: Ordinance

MEETING OF: March 7, 2018

FROM: Community Development

EXHIBITS: Zoning Report

Vicinity Map

Adjacent Zoning Map Adjacent Uses Map Ordinance No. 2628

SUBJECT: ORDINANCE NO. 2628 – CHANGE OF ZONING – TGINF, LLC

REQUEST: SECOND READING OF ORDINANCE NO. 2628 – CHANGE OF

ZONING - TGINF, LLC - FROM C-1 (RETAIL COMMERCIAL) TO

R-3 (MULTI-FAMILY RESIDENTIAL)

SUMMARY:

OWNER/APPLICANT: TGINF, LLC

LOCATION: 501 Old Dixie Highway

PARCEL ID #S: 09-21-28-0000-00-006

EXISTING USE: Woodlands

FUTURE LAND USE: Residential Medium Low (0-7.5 Dwelling Units per Acre)

CURRENT ZONING: C-1 Retail Commercial District

PROPOSED

DEVELOPMENT: Townhome Subdivision

TRACT SIZE: 15.7 +/- acres

MAXIMUM ALLOWABLE

DEVELOPMENT: 171,294 sq. ft. Commercial Use

PROPOSED: 117 Dwelling Units (92 proposed on Preliminary Development Plan)

N

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation Director

City Administrator IT Director City Clerk
Community Development Director Police Chief Fire Chief

G:\CommDev\PLANNING ZONING\REZONING\2017\TGINF

CITY COUNCIL – MARCH 7, 2018 TGINF- REZONING PAGE 2

<u>ADDITIONAL COMMENTS</u>: The subject parcel was annexed into the City of Apopka on December 17, 2003 through the adoption of Ordinance 1619.

A request to assign a change of zoning to R-3 (Residential Multiple-Family District) is compatible with the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The proposed townhome subdivision will act as a transitional use between the commercial properties on Old Dixie Highway and West Orange Blossom Trail and the single family residential subdivision to the north. The property owner is requesting the R-3 zoning classification for the development of a proposed townhome subdivision. This use is consistent with the proposed Residential Medium Low Future Land Use Designation. The proposal to rezone the property to R-3 (Residential Multiple-Family District) is compatible with the general character of the surrounding zoning and uses.

The change of zoning application covers approximately 15.73 acres.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Zoning Report).

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is consistent with the Residential Medium Low (0-7.5 d/u per acre) Future Land Use designation and with the proposed R-3 zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: A capacity enhancement agreement and or school mitigation agreement with OCPS or a letter exempting the project from school capacity enhancement is required prior to submittal of a final development plan.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on January 12, 2018.

PUBLIC HEARING SCHEDULE:

February 13, 2018 – Planning Commission (5:30 pm) February 21, 2018 - City Council (7:00 pm) - 1st Reading March 7, 2018 – City Council (1:30 pm) - 2nd Reading

DULY ADVERTISED:

January 26, 2018 – Public Notice (Letters, Posting, Apopka Chief) February 23, 2018 – Public Notice (Apopka Chief)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan. The Development Review Committee recommends adoption of the change in zoning from C-1 (Commercial) to R-3 (Residential Multiple Family), subject to the adoption of the associated large scale future land use amendment, for the property owned by TGINF, LLC.

The **Planning Commission**, at its meeting on February 13, 2018, found the proposed rezoning consistent with the Comprehensive Plan and Land Development Code; and unanimously recommended a change of zoning from C-1 (Commercial) to R-3 (Residential Multiple Family), for property owned by TGINF, LLC, subject to the adoption of the associated large scale future land use amendment.

The **City Council**, at its meeting on February 21, 2018, accepted the First Reading of Ordinance No. 2628 and Held it Over for Second Reading and Adoption on March 7, 2018.

Recommended Motion: Adopt Ordinance 2628

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (City)	Residential Low	R-2	Single Family Subdivision
East (City and County)	Res. Medium Low & Res. Low Medium	R-1	Single Family Homes
South (City and County)	Commercial	C-1 & C-2	Commercial & Vacant Properties
West (City and County)	Institutional/Public Use & Institutional	PO/I & R-2	Apopka Elementary School & Single Family Homes

LAND USE & TRAFFIC COMPATIBILITY:

The subject property fronts and is accessed by a local roadway (Old Dixie Highway) and has access to a stub-out on Shirley Drive to the north. The proposed R-3 (Multiple Family Residential) zoning district is consistent and compatible with the adjacent zoning classifications and uses within the surrounding area.

COMPREHENSIVE PLAN COMPLIANCE:

The proposed R-3 zoning is consistent with the City's Residential Medium Low (0-7.5 du/ac) Future Land Use designation and with the character of the surrounding area and future proposed development. The R-3 zoning classification is one of the acceptable zoning categories allowed within the Residential Medium Low Land Use category. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

R-3 DISTRICT REQUIREMENTS:

	District	Min. Site Area.	Min. Lot Width (Ft)	Front (Ft)	Side (Ft)	Rear (Ft)	Corner (Ft)	Min. Living (Sq. Ft.)
R-3.	Residential							
	Single-Family	7,500 sf	70	25	*7.5	20	25	1,350
	Duplex	15,000 sf	140	25	10	20	25	1,350
	Multiple-Family							
	Rental/Apartments	1 AC	None	"	())	"	25	750
	Fee Simple, Condo or Townhouse	1 AC	None	"	())	"	25	1,350

^{**} Distance Between Buildings: 50' front to front and 50' rear to rear

Based on the above zoning standards, the subject parcels comply with code requirements for the R-3 district.

BUFFERYARD REQUIREMENTS:

- 1. Areas adjacent to all road rights-of-way shall provide a minimum 25-foot landscaped bufferyard.
- 2. Areas adjacent to agricultural uses or districts shall provide a minimum of ten feet abutting the property line with landscaping and a six-foot-high masonry wall.

- 3. Areas adjacent to residential uses or districts shall provide a six-foot-high masonry wall within a minimum of 50-foot landscaped bufferyard.
- 4. Industrial uses adjacent to nonresidential, nonindustrial uses or districts shall provide one of the following:
 - a. A minimum of 25-feet abutting the property with landscaping and an earth berm, measuring three feet with a 3:1 slope; or
 - b. A minimum six-foot-high masonry wall within a minimum of ten-foot landscaped bufferyard.

ALLOWABLE USES:

- 1. Any use permitted in the R-2 zoning district.
- 2. Multifamily dwellings, including, but not limited to, triplex, quadruplex, townhouses, condominium, and apartment complexes.



TGINF, LLC Property Owner 15.73 +/- Acres

Proposed Large Scale Future Land Use Amendment:

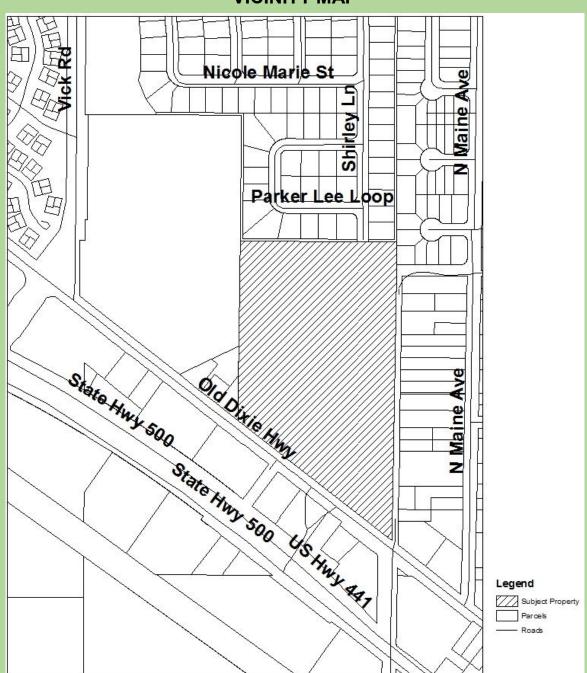
From: Commercial

To: Residential Medium Low (0-7.5 du/ac)

Proposed Change of Zoning:

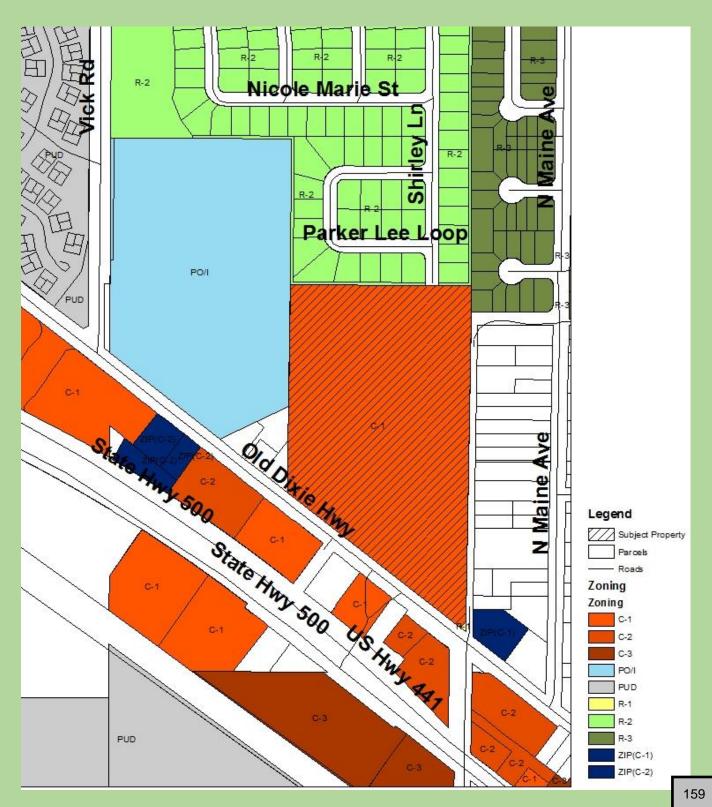
From: C-1 (Commercial)
To: R-3 (Residential Multiple Family)
Parcel ID #s: 09-21-28-0000-00-006

VICINITY MAP



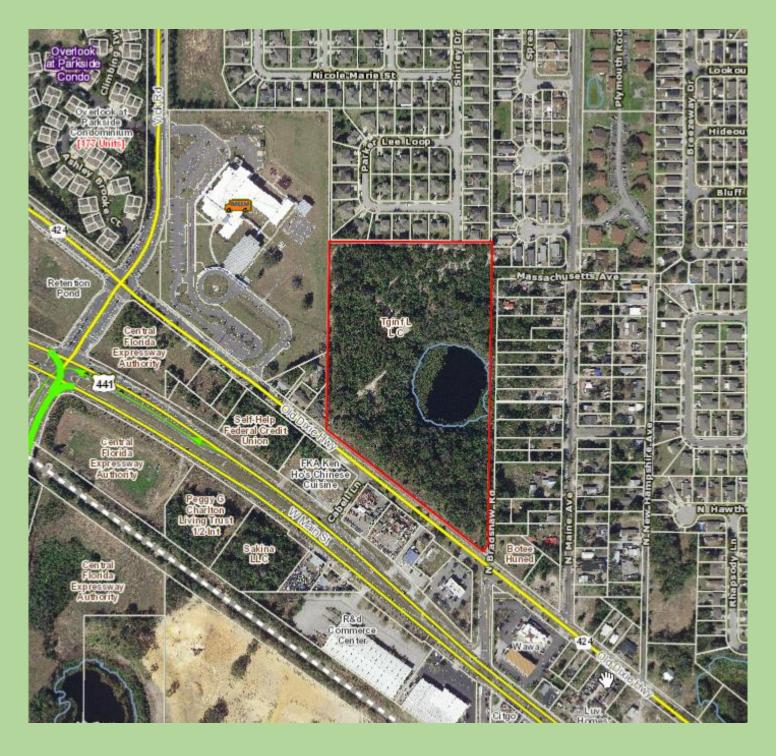


ADJACENT ZONING





EXISTING USES



ORDINANCE NO. 2628

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM C-1 (COMMERCIAL) TO R-3 (RESIDENTIAL) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF OLD DIXIE HIGHWAY AND EAST OF VICK ROAD, COMPRISING 15.8 ACRES MORE OR LESS, AND OWNED BY TGINF LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, TGINF, LLC has requested a change in zoning on said property as identified in Section I of this ordinance; and

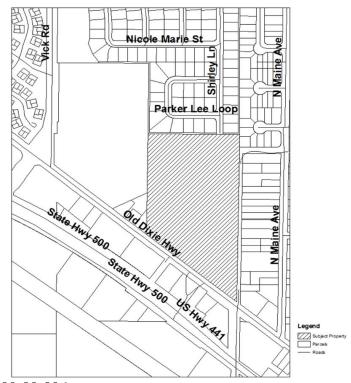
WHEREAS, the proposed R-3 zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

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

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby R-3 Residential, as defined in the Apopka Land Development Code.

Legal Description:

COMM AT SW COR OF SEC 4 E ALONG SLY LINE OF SEC 667.39 FT TO SE COR OF SW1/4 OF SW1/4 OF SW1/4 FOR POB N 122.09 FT E 667.28 FT S 1239.25 FT S 38 DEG W 46.02 FT TO N R/W LINE OF SR 424 N 51 DEG W 812.09 FT N 654.21 FT TO POB IN SECS 04 & 09-21-28



Parcel ID No: 09-21-28-0000-00-006

Contains: 15.73 +/- Acres

ORDINANCE NO. 2628 PAGE 2

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation. A development plan shall not be approved by the City until all school capacity enhancement requirements have approved by Orange County Public Schools.

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

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon the effective date of Ordinance 2604.

		READ FIRST TIME:	February 21, 2018
		READ SECOND TIME AND ADOPTED:	March 7, 2018
		Joseph E. Kilsheimer, M	ayor
ATTEST:			
Linda Goff, City Clerk			
DULY ADVERTISED:	January 26, 2018; F	Gebruary 23, 2018	



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
PUBLIC HEARING
SPECIAL REPORTS
X OTHER: Ordinance

MEETING OF: March 7, 2018

FROM: Community Development EXHIBITS: Future Land Use Report

Vicinity Map

Adjacent Zoning Map Future Land Use Map Adjacent Uses Map Ordinance No. 2629

SUBJECT: ORDINANCE NO. 2629 – COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND

USE AMENDMENT - VBRO ENTERPRISES, INC.

REQUEST: SECOND READING OF ORDINANCE NO. 2629 – COMPREHENSIVE PLAN – SMALL

SCALE – FUTURE LAND USE AMENDMENT – VBRO ENTERPRISES, INC.; FROM "COUNTY" LOW DENSITY RESIDENTIAL (0-4 DU/AC) TO "CITY" COMMERCIAL

(MAX. 0.25 FAR)

SUMMARY:

OWNER: VBRO Enterprises, Inc.

APPLICANT: William E. Burkett

LOCATION: 41 East Lester Road

PARCEL ID #: 28-20-28-0000-00-018)

EXISTING USE: Single-family residence

CURRENT ZONING: "County" A-1

DEVELOPMENT POTENTIAL: Maximum 9,119 sq. ft. commercial use (.25 floor area ratio)

PROPOSED ZONING: "County" A-1 (Agriculture) (Note: this Future Land Use Map amendment

request is being processed along with a request to annex and a request to change the Zoning Map designation from "County" A-1 to "City" PUD,

Commercial Neighborhood).

TRACT SIZE: 0.84 +/- acres

MAXIMUM ALLOWABLE

DEVELOPMENT UNDER EXISTING: 3 Single Family Homes

ZONING DISTRICT: PROPOSED: Up to 9,119 sq. ft. commercial use

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation Director

City Administrator IT Director City Clerk
Community Development Director Police Chief Fire Chief

ADDITIONAL COMMENTS: A request to assign a Future Land Use Designation of "Commercial" is compatible with the designations assigned to abutting properties. The FLUM application covers approximately 0.84 acre. Combined with the parcel to the east and several other parcels along the west side of Rock Springs Road, this parcel is proposed to be developed as a small commercial retail plaza. A proposed zoning of Planned Unit Development will tailor the site to appropriate commercial and office uses compatible to residential development further to the west along Lester Road. This proposed shopping plaza will be located at the northwest corner of Lester Road and Rock Springs Road.

The east-adjacent properties, facing an arterial road have a "Commercial" Future Land Use designation. The Wekiva Plaza Shopping Center is approximately a half mile south of the subject property.

In conjunction with state requirements, staff have analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Land Use Report). Based on the findings of the Land Use report, the proposed FLUM amendment is compatible with the surrounding and nearby land uses and the character of the general area.

<u>COMPREHENSIVE PLAN COMPLIANCE</u>: The proposed zoning of the subject property, "Commercial Neighborhood" is consistent with the Commercial (max. 0.25 FAR) Future Land Use designation.

SCHOOL CAPACITY REPORT: Because this request represents a change to a non-residential future land use designation and zoning classification, school capacity determination by Orange County Public Schools is not required.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on January 12, 2018.

PUBLIC HEARING SCHEDULE:

Planning Commission, February 13, 2018 (5:30 pm) City Council February 21, 2018 (7:00 pm) - 1st Reading City Council, March 7, 2018 (1:30 pm) - 2nd Reading

DULY ADVERTISED:

January 26, 2018 - Public Notice (Letters, Apopka Chief, Site Posting) February 2, 2018 - Public Notice (Apopka Chief)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Future Land Use Designation of Office for the property owned by VBRO Enterprises, Inc., and located at 41 East Lester Road.

The **Planning Commission**, at its meeting on February 13, 2018, found the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas; and unanimously recommend approval of the change of Future Land Use Designation from "County" Low Density Residential to "City" Commercial, subject to the findings of the Staff Report.

The **City Council**, at its meeting on February 21, 2018, accepted the First Reading of Ordinance No. 2629 and Held it Over for Second Reading and Adoption on March 7, 2018.

Recommended Motion: Adopt Ordinance Number 2629

Note: This item is considered Legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

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LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (County)	Low Density Residential	A-1	Single Family House
East (City)	Commercial	CN	Vacant
South (County)	Low Medium Density Residential	R-T	Mobile Home Park (Rock Springs/Palm Isle)
West (County)	Low Density Residential	A-1	Single Family House

II. LAND USE ANALYSIS

North: Abutting the subject property to the north is a single family home on a moderately wooded property.

West: The previously mentioned property is also west of the subject parcel. Beyond that is another single family home.

South: Lester Road is south adjacent to the property, the Rock Springs/Palm Isle Mobile Home Park is across from Lester Road.

East: Abutting the subject property to the east are vacant parcels, zoned CN, with a Commercial Future Land Use designation.

The proposed future land use designation of "City" Commercial serves as a transitional land use between the residential uses to the west and south.

Therefore, staff supports the proposed future land use changes.

Other Information:

Wekiva River Protection Area: No Area of Critical State Concern: No

DRI / FQD: No

<u>JPA</u>: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is located within "Core Area" of the JPA.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. While located within the Wekiva River Basin Study Area, the subject property is not located within the Protection Area. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and storm water run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

<u>Karst Features:</u> The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are no karst features on this property.

Analysis of the relationship of the amendment to the population projections: The proposed future land use designation for the Property is Commercial (max. FAR 0.25). Based on the housing element of the City's Comprehensive Plan, this amendment will not increase the City's future population.

CALCULATIONS:

Future Population:

Adopted (County Designation) 3 X 2.659 = 7 Persons no impact on population

<u>Housing Needs</u>: This amendment will not negatively impact the housing needs as projected in the Comprehensive Plan.

Habitat for species listed as endangered, threatened or of special concern: Per policy 4.1 of the Conservation Element, a habitat study is required for developments greater than ten (10) acres in size. This site is less than ten acres. A habitat study will not be required at the time of a development plan application.

<u>Transportation</u>: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 81 GPD/Capita; 81 GPD / Capita

If the site is not currently served, please indicate the designated service provider: <u>City of Apopka</u>

- 2. Projected total demand under existing designation: <u>588</u> GPD
- 3. Projected total demand under proposed designation: 1,372 GPD
- 4. Capacity available: Yes
- 5. Projected LOS under existing designation: 81 GPD/Capita
- 6. Projected LOS under proposed designation: 81 GPD/Capita
- 7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 177 GPD/Capita; 177 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

- 2. Projected total demand under existing designation: 630 GPD
- 3. Projected total demand under proposed designation: <u>1,829</u> GPD
- 4. Capacity available: Yes
- 5. Projected LOS under existing designation: 177 GPD / Capita
- 6. Projected LOS under proposed designation: <u>177</u> GPD / Capita
- 7. Improved/expansions already programmed or needed as a result of the proposed amendment: None
- 8. Parcel located within the reclaimed water service area: <u>Yes</u>

Solid Waste

- 1. Facilities serving the site: <u>City of Apopka</u>
- 2. If the site is not currently served, please indicate the designated service provider: <u>City of Apopka</u>
- 3. Projected LOS under existing designation: 28 lbs/ day
- 4. Projected LOS under proposed designation: 18 lbs / day
- 5. Improved/expansions already programmed or needed as a result of the proposed amendment:
 None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

Water treatment plant permit number: <u>CUP No. 3217</u>

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 9.353 MGD

Total design capacity of the water treatment plant(s): 33.696 MGD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

- 1. Facilities serving the site: None
- 2. Projected LOS under existing designation: 100 year 24 hour design storm
- 3. Projected LOS under proposed designation: 100 year 24 hour design storm
- 4. Improvement/expansion: On site retention / detention ponds

Recreation

- 1. Facilities serving the site; LOS standard: <u>City of Apopka Parks System</u>; <u>3 acre / 1000 capita</u>
- 2. Projected facility under existing designation: <u>0.021</u> acres
- 3. Projected facility under proposed designation: <u>N/A</u> acres
- 4. Improvement/expansions already programmed or needed as a result of the proposed amendment: None



VBRO Enterprises 0.84 +/- acres

Proposed Small Scale Future Land Use Amendment:

From: "County" Low Density Residential
To: "City" Commercial

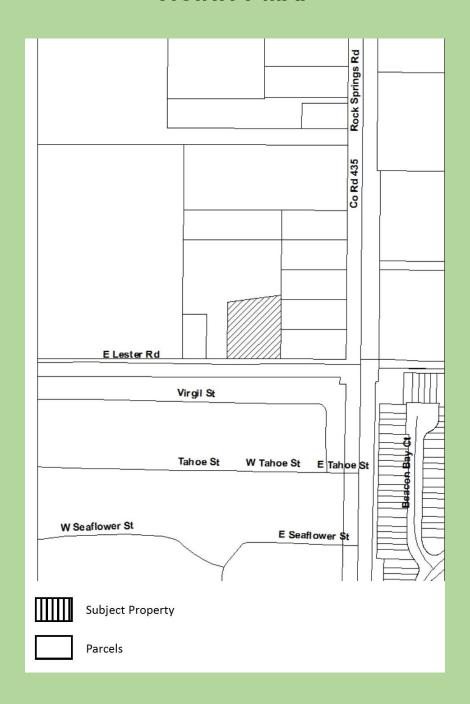
Proposed Change of Zoning:

From: "County" A-1

To: CN

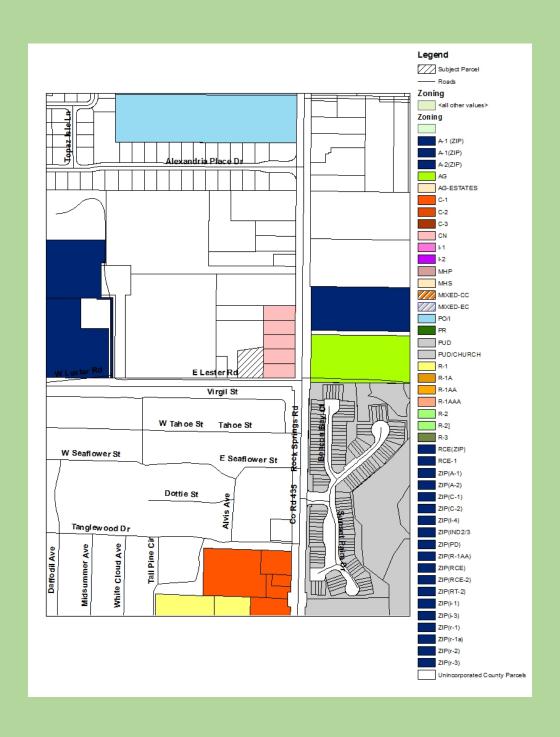
Parcel ID #: 28-20-28-0000-00-018

VICINITY MAP



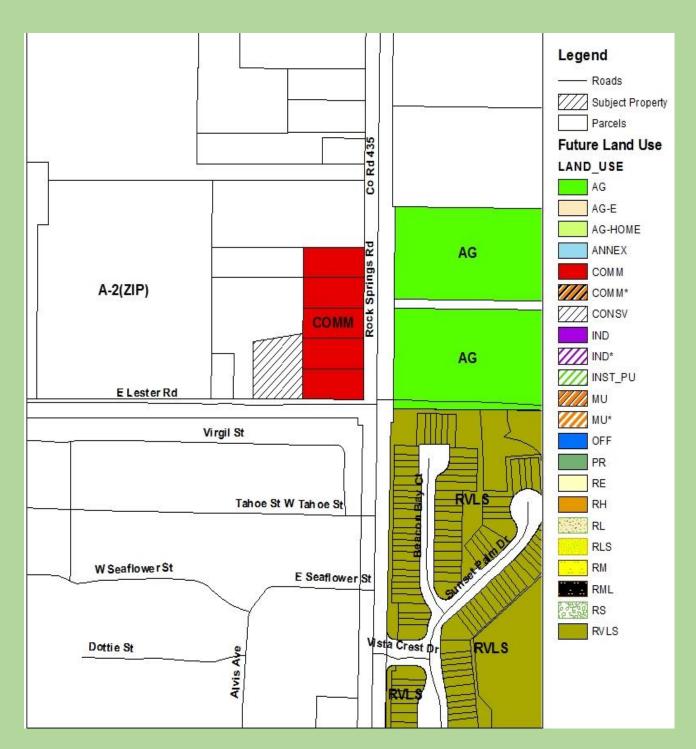


ADJACENT ZONING MAP





FUTURE LAND USE MAP





ADJACENT USES MAP



Legend

Subject Parcel

ORDINANCE NO. 2629

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING **FUTURE** LAND USE ELEMENT OF THE **APOPKA** THE COMPREHENSIVE PLAN OF THE CITY OF APOPKA: CHANGING THE FUTURE LAND USE DESIGNATION FROM "COUNTY" LOW DENSITY RESIDENTIAL (0-4 DU/AC) TO "CITY" COMMERCIAL (MAX. 0.25 FAR) FOR CERTAIN REAL PROPERTY LOCATED AT 41 E. LESTER ROAD, COMPRISING 0.84 ACRE MORE OR LESS, AND OWNED BY VBRO ENTERPRISES INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 2583 adopted on December 20, 2017; and

WHEREAS, the City of Apopka's local planning agency (Planning Commission) has, in preparation of the amended version of the Apopka Comprehensive Plan, analyzed the proposed amendment pursuant to Chapter 163, Part II, F.S., found it to be consistent with the intent of the Apopka Comprehensive Plan, and held public hearings providing for full public participation.

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

Section I. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section II. Future Land Use Element.

Page 1-15 (Map 1-3) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 2629, is amended in its entirety to change the land use from "County" Low Density Residential (0-4 du/ac) to "City" Commercial (Max. 0.25 FAR), for certain real property located at 41 E. Lester Road, comprising 0.84 acres more or less, (Parcel No. 28-20-28-0000-00-018); as further described in Exhibit "A" attached hereto.

Section III. Applicability and Effect.

The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section IV. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section V. The Community Development Director is hereby authorized to amend the Future Land Use to comply with this ordinance.

ORDINANCE NO. 2629 PAGE 2

Section VI. Effective Date.

This Ordinance shall become effective upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this 7th day of March, 2018

<u></u> 30, 01 <u></u> , 1010		
	READ FIRST TIME:	February 21, 2018
	READ SECOND TIME AND ADOPTED:	March 7, 2018
	Joseph E. Kilsheimer	r, Mayor
ATTEST:		
Linda Goff, City Clerk		
DULY ADVERTISED FOR HEARING:	January 26, 2018 and Februa	ary 23, 2018





VBRO ENTERPRISES INC.

0.84 +/- acres

Proposed Small Scale Future Land Use Amendment:

From: "County" Low Density Residential To: "City" Commercial

Proposed Change of Zoning: From: A-1

To: PUD

Parcel ID #: 28-20-28-0000-00-018





CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
X PUBLIC HEARING

SPECIAL REPORTS

X OTHER: Ordinance

MEETING OF: March 7th, 2018

FROM: Community Development

EXHIBITS: Zoning Report

Vicinity Map

Adjacent Zoning Map Adjacent Uses Map Ordinance No. 2630

SUBJECT: ORDINANCE NO. 2630 – CHANGE OF ZONING – VBRO ENTERPRISES, INC.

REQUEST: SECOND READING OF ORDINANCE NO. 2630 – CHANGE OF ZONING –

VBRO ENTERPRISES, INC. FROM "COUNTY" A-1 (AGRICULTURE) AND "CITY" CN (COMMERCIAL NEIGHBORHOOD) TO "CITY" PLANNED UNIT DEVELOPEMTN (PUD/COMMERCIAL); AND HOLD OVER FOR SECOND

READING AND ADOPTION.

SUMMARY:

OWNER: VBRO Enterprises, Inc.

APPLICANT: William E. Burkett

LOCATION: North of East Lester Road and West of Rock Springs Road

PARCEL ID #S: 28-20-28-0000-00-018; 28-20-28-0220-00-010; 28-20-28-0220-00-020;

28-20-28-0220-00-030; 28-20-28-0220-00-040; 28-20-28-0220-00-050)

EXISTING USE: Single-family residence

CURRENT ZONING: "County" A-1 and "City" CN

DEVELOPMENT POTENTIAL: Maximum 36,619 sq. ft. commercial use (.25 floor area ratio)

PROPOSED ZONING: "City" PUD (Planned Unit Development Commercial) (Note: this Change

of Zoning request is being processed with an application for 41 E. Lester Road for annexation and with a request to amend the Future Land Use from "County" Low Density Residential (0-4 du/ac) to "City" Commercial (Max.

0.25 FAR)

TRACT SIZE: 3.36 +/- acres

MAXIMUM ALLOWABLE

DEVELOPMENT UNDER EXISTING: 3 single-family homes and 27,500 sq. ft. commercial use

ZONING DISTRICT: PROPOSED: 36,619 sq. ft. commercial use

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation Director

City Administrator IT Director City Clerk
Community Development Director Police Chief Fire Chief

CITY COUNCIL – MARCH 7, 2018 VBRO ENTERPRISES – CHANGE OF ZONING PAGE 2

ADDITIONAL COMMENTS: The applicant desires to combine six small parcels at the northwest corner of North Rock Springs Road and Lester Road into a small commercial or office shopping center. For the five parcels abutting Rock Springs Road, "City" CN (Neighborhood Commercial) is currently assigned to each. For the sixth parcel, which fronts Lester Road and which was recently annexed into the City, the zoning is "County" A-1.

The intent of the PUD (Planned Unit Development) zoning request is to allow a restaurant at the intersection of E. Lester Road and N. Rock Springs Road. Restaurants are prohibited in the current CN zoning category. A request to rezone to C-1 (Retail Commercial District), to accommodate a restaurant, would potentially allow undesirable uses such as motels, laundry facilities, and outside storage of merchandise, equipment or commodities.

A request to assign a change of zoning to PUD, for commercial use, is compatible with the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The subject properties have 500 linear feet of frontage along Rock Springs Road, an arterial road. Other commercial properties, such as the Wekiva Plaza Shopping Center, are in the vicinity of the subject property.

The applicant has voluntarily agreed to restrict the type of commercial uses that may be incompatible for allocation that serves as a gateway into an area dominated by existing and future residential neighborhoods along Lester Road, from Rock Springs Road to Plymouth-Sorrento Road.

<u>PUD DEVEOPMENT AND ZONING CONDITIONS</u>: That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

A. The uses permitted within the PUD district shall be:

- 1. All permitted uses listed in the PO/I (Professional Office/Institutional) and CN (Commercial Neighborhood) district, except those listed as prohibited below.
- 2. Restaurants, with or without outdoor seating,
- 3. Adult day care, not to exceed 7,000 square feet net floor area.
- 4. Retail businesses, except those listed as prohibited,
- 5. Banks.
- 6. Other uses which are similar and compatible to the uses permitted herein which adhere to the intent of the district and which are not prohibited as specified in this code. Use determination shall be based upon the community development director's recommendation.

B. The uses prohibited within the PUD district shall be:

- 1. Tobacco Store
- 2. Laundromat businesses
- 3. Medical Marijuana Dispensary
- 4. Veterinary and pet grooming facilities
- 5. Motorized Vehicle Service Stations
- 6. New or used motorized vehicle sales
- 7. Plumbing Shops
- 8. Appliance Stores
- 9. Tattoo/Piercing Parlors
- 10. Adult entertainment as defined in section 10-98 of the Apopka Municipal Code
- 11. Auto title loan, paycheck advance facilities, and other "personal credit institutions"
- 12. Pawn shops.
- 13. Employment agencies.

CITY COUNCIL – MARCH 7, 2018 VBRO ENTERPRISES – CHANGE OF ZONING PAGE 3

- 14. Modular, mobile and pre-fab home display and sales.
- 15. Mini-warehouse and self-storage facilities.
- 16. Outside storage of supplies, materials, equipment, merchandise, and activities.
- 17. Motorized Truck stops or terminal as defined by this code.
- 18. Flea markets (indoor and outdoor).
- 19. Motorized automotive and transportation related businesses including new and used retail automotive part stores, mechanic shops, new and used car sales, boat sales, vehicle rental, etc.
- 20. Bail bonds businesses.
- 21. Blood banks, blood donor stations, plasmapheresis facilities, or other similar bio-donating uses; provided however, that this prohibition shall not include the practice of the following duly licensed professionals: physicians, dentists, orthodontists or pharmacists, or other health care practitioners, which may perform incidental bio-donating functions and procedures; provided, further, however, that this prohibition shall not apply to *bona fide* blood drives and similar events conducted by non-profit blood banks for a non-commercial purpose.
- 22. Soup kitchens; provided however, that this prohibition shall not apply to the *bona fide* charitable activities of *bona fide* churches, synagogues, mosques and other places of worship that are occupied and in operation on the effective date of this ordinance.
- 23. Outdoor parks and recreational areas.
- 24. Bowling alleys, skating rinks, billiard parlors and similar amusement centers.
- 25. Assisted Living Facilities.
- C. Development Design Standards for this PUD, in addition to the Development Design Standards set forth in the Land Development Code (LDC)shall be as follows:
 - 1. Drive through restaurants shall be limited to one drive aisle and no more than one menu board.
 - 2. Drive through establishments without food and beverage sales are limited to two service drive aisles.
 - 3. The development must have a unified architectural theme.
 - 4. The development shall have a plaza or prominent architectural feature at the corner of Rock Springs. Road and Lester Road. Examples include: statue, fountain, corner entrance, clock tower)
 - 5. Outdoor seating encouraged at restaurant(s).
 - 6. The development must have at least two separate buildings, each building shall have a footprint not greater than 15,000 square feet floor area.
 - 7. Driveways must be at least 50 feet away from the southeastern corner of the development.
 - 8. Building frontage along Rock Springs Road and Lester Road must resemble store fronts with windows and either faux or real entrances.
 - 9. If any conflict occurs between the above design standards and the LDC, the above standards shall apply.
- D. Terms of Expiration for this PUD shall be as follows:

If a Final Development Plan associated with the PUD district has not been approved by the City within three years, and site development has not commenced within four years after approval of these Master Plan provisions, the approval of the Master Plan provisions will expire. At such time, the City Council may:

1. Permit a single six-month extension for submittal of the required Final Development Plan;

CITY COUNCIL – MARCH 7, 2018 VBRO ENTERPRISES – CHANGE OF ZONING PAGE 4

- 2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Plan provisions and any conditions of approval; or
- 3. Rezone the property to a more appropriate zoning classification.
- E. The requisite Master Plan shall be submitted with or as part of the Preliminary Development Plan application.

<u>COMPREHENSIVE PLAN COMPLIANCE</u>: The proposed Planned Unit Development zoning of the property is consistent with the proposed Commercial (Max. 25% Floor Area Ratio) Future Land Use designation. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: The proposed rezoning will not generate any residential development and, thus, will not have an impact on public schools.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on January 12, 2018.

PUBLIC HEARING SCHEDULE:

Planning Commission, February 13, 2018 (5:30 pm) City Council February 21, 2018 (7:00 pm) - 1st Reading City Council, March 7, 2018 (1:30 pm) - 2nd Reading

DULY ADVERTISED:

January 26, 2018 - Public Notice (Letters, Apopka Chief, Site Posting) February 2, 2018 - Public Notice (Apopka Chief)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from "County" A-1 and "City" CN to "City" PUD for the property owned by VBRO Enterprises, Inc., and located at 41 E. Lester Road, 2038 Rock Springs Road, 2030 Rock Springs Road, 2022 Rock Springs Road, 2014 Rock Springs Road, and 2006 Rock Springs Road.

The **Planning Commission**, at its meeting on February 13, 2018, found the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas; and unanimously recommended approval of the proposed Change of Zoning from "County" A-1 and "City" CN to "City" PUD for the property owned by VBRO Enterprises, Inc., subject to the PUD development and zoning standards within the Staff Report.

The **City Council**, at its meeting on February 21, 2018, accepted the First Reading of Ordinance No. 2630 and held it over for Second Reading and Adoption on March 7, 2018.

Recommended Motion: Adopt Ordinance Number 2630

Note: This item is considered Quasi-Judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (County)	Low Density Residential	A-1	Single Family House
East (City)	Agriculture	AG	Greenhouse Operations
South (County)	Low Medium Density Residential	R-T	Mobile Home Park
West (County)	Low Density Residential	A-1	Single Family House

LAND USE & TRAFFIC COMPATIBILITY:

The subject property fronts and is accessed by a county collector, East Lester Road and a major arterial road, N. Rock Springs Road.

COMPREHENSIVE PLAN COMPLIANCE:

The proposed Planned Unit Development zoning, with the proposed development and zoning standards in the Staff Report, is consistent with the proposed Future Land Use designation, "Commercial" (Max. 25% FAR) and with the character of the surrounding area. Development Plans shall not exceed the intensity allowed in the adopted Future Land Use designation.

BUFFERYARD REQUIREMENTS:

The CN zoning buffer requirement shall apply:

- 1. Areas adjacent to all road rights-of-way shall provide a minimum ten-foot landscaped bufferyard.
- 2. Areas adjacent to agricultural and residential uses or districts shall provide a minimum six-foot-high masonry wall within a ten-foot landscaped bufferyard.
- 3. Areas adjacent to nonresidential uses or districts shall provide a minimum of five-foot landscaped bufferyard.
- 4. Landscaping requirements for existing platted lots of record and structures may be approved in a lesser amount than required after review by the development review committee.



VBRO Enterprises 3.36 +/- acres

Proposed Small Scale Future Land Use Amendment:

From: "County" Low Density Residential To: "City" Commercial

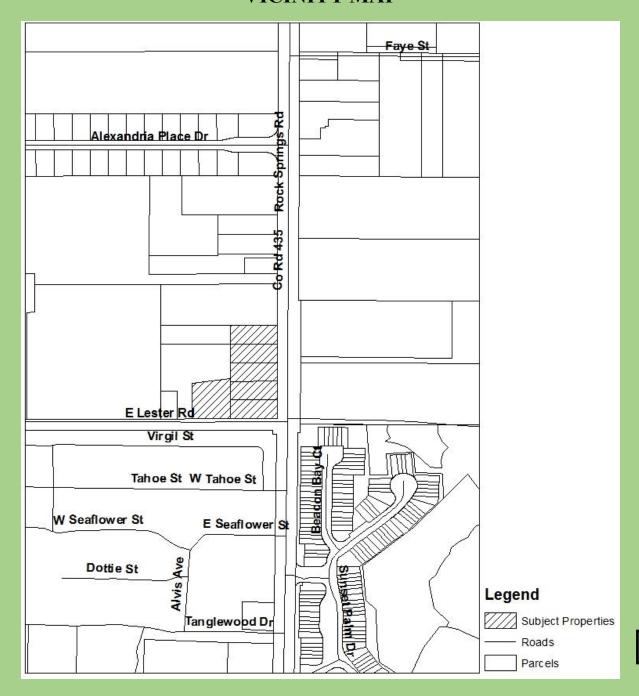
Proposed Change of Zoning:

From: "County" A-1 and "City" CN

To: PUD

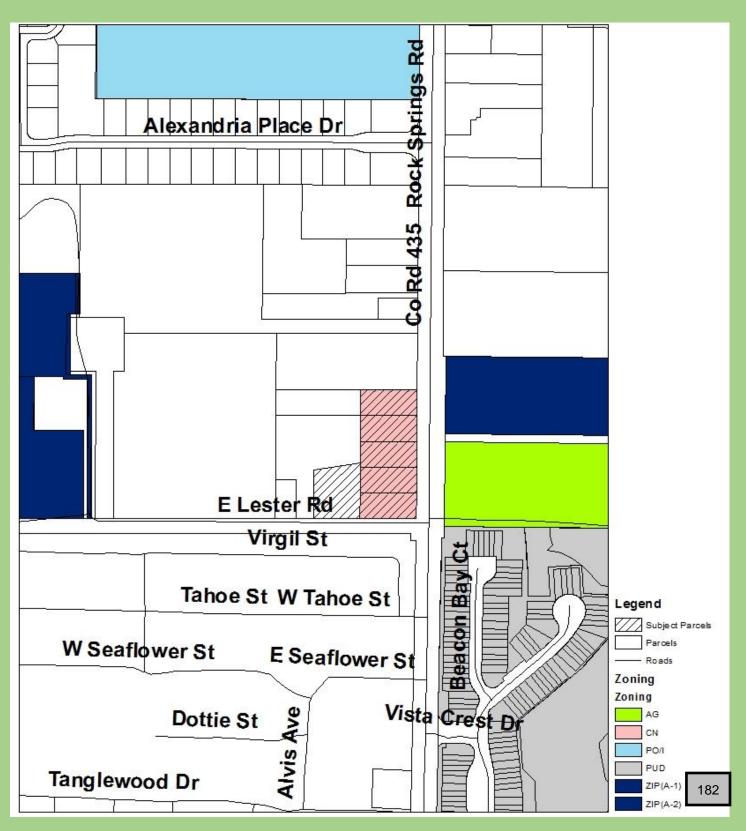
Parcel ID #: 28-20-28-0000-00-018; 28-20-28-0220-00-010; 28-20-28-0220-00-020; 28-20-28-0220-00-030; 28-20-28-0220-00-040; 28-20-28-0220-00-050

VICINITY MAP





ADJACENT ZONING MAP





ADJACENT USES MAP



ORDINANCE NO. 2630

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM "COUNTY" A-1 AGRICULTURE TO "CITY" PLANNED UNIT DEVELOPMENT (COMMERCIAL) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF EAST LESTER ROAD AND WEST OF NORTH ROCK SPRINGS ROAD, COMPRISING 3.36 ACRES MORE OR LESS, AND OWNED BY VBRO ENTERPRISES LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Planned Unit Development (PUD/Commercial) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

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

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

PUD DEVEOPMENT AND ZONING CONDITIONS: That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be:
 - 1. All permitted uses listed in the PO/I (Professional Office/Institutional) and CN (Commercial Neighborhood) district, except those listed as prohibited below in Paragraph B..
 - 2. Restaurants, with or without outdoor seating, including fast-casual restaurants. Fast-casual restaurant is defined as an establishment whose principal business is the sale of food or beverage that is made to order, for consumption within the building, or off the premises as carryout orders. The principal method of operation includes, but is not limited to, the following characteristics: food or beverages may be served in non-disposable container; Limited table service may be available. Order and pay at the counter. The food is made fresh and is either brought to the table by a server or the customer is called back to the counter. Price points are generally higher than fast food. Food is perceived to be higher quality and healthier than food from standard fast food restaurants. May have drive-through service as allowed by the development design standard in Paragraph C.
 - 3. Adult day care, not to exceed 7,000 square feet net floor area.
 - 4. Retail businesses, except those listed as prohibited,

ORDINANCE NO. 2630 PAGE 2

- 5. Banks
- 6. Coffee Shops
- 7. Other uses which are similar and compatible to the uses permitted herein which adhere to the intent of the district and which are not prohibited as specified in this code. Use determination shall be based upon the community development director's recommendation.
- B. The uses prohibited within the PUD district shall be:
 - 1. Tobacco Store
 - 2. Laundromat businesses
 - 3. Medical Marijuana Dispensary
 - 4. Veterinary and pet grooming facilities
 - 5. Motorized Vehicle Service Stations
 - 6. New or used motorized vehicle sales
 - 7. Plumbing Shops
 - 8. Appliance Stores
 - 9. Tattoo/Piercing Parlors
 - 10. Adult entertainment as defined in section 10-98 of the Apopka Municipal Code
 - 11. Auto title loan, paycheck advance facilities, and other "personal credit institutions"
 - 12. Pawn shops.
 - 13. Employment agencies.
 - 14. Modular, mobile and pre-fab home display and sales.
 - 15. Mini-warehouse and self-storage facilities.
 - 16. Outside storage of supplies, materials, equipment, merchandise, and activities.
 - 17. Motorized Truck stops or terminal as defined by this code.
 - 18. Flea markets (indoor and outdoor).
 - 19. Motorized automotive and transportation related businesses including new and used retail automotive part stores, mechanic shops, new and used car sales, boat sales, vehicle rental, etc.
 - 20. Bail bonds businesses.
 - 21. Blood banks, blood donor stations, plasmapheresis facilities, or other similar bio-donating uses; provided however, that this prohibition shall not include the practice of the following duly licensed professionals: physicians, dentists, orthodontists or pharmacists, or other health care practitioners, which may perform incidental bio-donating functions and procedures; provided, further, however, that this prohibition shall not apply to *bona fide* blood drives and similar events conducted by non-profit blood banks for a non-commercial purpose.
 - 22. Soup kitchens; provided however, that this prohibition shall not apply to the *bona fide* charitable activities of *bona fide* churches, synagogues, mosques and other places of worship that are occupied and in operation on the effective date of this ordinance.
 - 23. Outdoor parks and recreational areas.
 - 24. Bowling alleys, skating rinks, billiard parlors and similar amusement centers.
 - 25. Assisted Living Facilities.
- C. Development Design Standards for this PUD, in addition to the Development Design Standards set forth in the Land Development Code (LDC)shall be as follows:

ORDINANCE NO. 2630 PAGE 3

- 1. Drive through restaurants shall be limited to one drive aisle and no more than one menu board.
- 2. Drive through establishments without food and beverage sales are limited to two service drive aisles.
- 3. The development must have a unified architectural theme.
- 4. The development shall have a plaza or prominent architectural feature at the corner of Rock Springs. Road and Lester Road. Examples include: statue, fountain, corner entrance, clock tower)
- 5. Outdoor seating encouraged at restaurant(s).
- 6. The development must have at least two separate buildings, each building shall have a footprint not greater than 15,000 square feet floor area.
- 7. Driveways must be at least 50 feet away from the southeastern corner of the development.
- 8. Building frontage along Rock Springs Road and Lester Road must resemble store fronts with windows and either faux or real entrances.
- 9. If any conflict occurs between the above design standards and the LDC, the above standards shall apply.

D. Terms of Expiration for this PUD shall be as follows:

If a Final Development Plan associated with the PUD district has not been approved by the City within three years, and site development has not commenced within four years after approval of these Master Plan provisions, the approval of the Master Plan provisions will expire. At such time, the City Council may:

- 1. Permit a single six-month extension for submittal of the required Final Development Plan;
- 2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Plan provisions and any conditions of approval; or
- 3. Rezone the property to a more appropriate zoning classification.
- E. The requisite Master Plan shall be submitted with or as part of the Preliminary Development Plan application.

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD/CN), as defined in the Apopka Land Development Code..

Legal Description:

<u>Lots 1-5</u>: Lying in Section 28, Township 20 South, range 28 East, and Apopka North 7/11 Lot 1-5 recorded in Plat Book 7, Page, of the Public Records of Orange County, Florida. (Parcel Numbers 28-20-28-0220-00-010, 28-20-28-0220-00-020, 28-20-28-0220-00-030, 28-20-28-0220-00-040, 28-20-28-0220-00-050); and

41 E. Lester Road: Commence at the Southeast corner of Section 28, Township 20 South, Range 28 East, Orange County, Florida; thence run South 87 degrees 59 minutes 49 seconds West along the South line of said Section 28 for a distance of 270.00 feet to a point; thence run North 01 degrees 45 minutes 16 seconds West for a distance of 30.00

ORDINANCE NO. 2630 PAGE 4

feet to the POINT OF BEGINNING; thence run South 87 degrees 59 minutes 49 seconds West, along the North line of West Lester Road, a distance of 180.00 feet to a point; thence run South 01 degrees 45 minutes 16 West for a distance of 190.00 feet to a point; thence run North 80 degrees 05 minutes 34 seconds East for a distance of 182.05 feet to a point; thence run South 01 degrees 45 minutes 16 seconds East for a distance of 215 feet to the POINT OF BEGIINNING and close; being a point on the North Right of Way of West Lester Road. All of said Parcel lies in Southeast quarter of said Section 28.

Contains: 3.36 +/- Acres

Section III. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

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

Section VII. That this Ordinance shall take effect upon adoption of Ordinance No. 2629

	READ FIRST TIME:	February 21, 2018
	READ SECOND TIME AND ADOPTED:	March 7, 2018
	Joseph E. Kilsheimer, Ma	yor
ATTEST:		
Linda Goff, City Clerk		

DULY ADVERTISED: January 26, 2018 and February 23, 2018



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA

PUBLIC HEARING SPECIAL REPORTS

X OTHER: Ordinance

MEETING OF: March 7, 2018

FROM: Community Development

EXHIBITS: Future Land Use Report

Vicinity Map

Adjacent Zoning Map Future Land Use Map Adjacent Uses Map Ordinance No. 2631

SUBJECT: ORDINANCE NO. 2631 - COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND

USE AMENDMENT - IGLESIA GETSEMANI, INC.

REQUEST: SECOND READING OF ORDINANCE NO. 2631 - COMPREHENSIVE PLAN – SMALL

SCALE – FUTURE LAND USE AMENDMENT – IGLESIA GETSEMANI, INC.; FROM "COUNTY" COMMERCIAL (3.0 FAR) TO "CITY" COMMERCIAL (MAX. FAR 0.25).

SUMMARY:

OWNER/APPLICANT: Iglesia Getsemani, Inc.

LOCATION: 2575 W. Orange Blossom Trail

PARCEL ID #: 06-21-28-7172-02-021

EXISTING USE: Place of worship and single-family residence

CURRENT ZONING: "County" C-1

DEVELOPMENT POTENTIAL: Maximum 15,612 sq. ft. commercial use (.25 floor area ratio)

PROPOSED ZONING: "City" C-1 (Commercial) (Note: this Future Land Use Map amendment

request is being processed along with a request to change the Zoning Map designation from "County" C-1 to "City" C-1 and an application for

annexation.)

TRACT SIZE: 1.43 +/- acres

MAXIMUM ALLOWABLE

DEVELOPMENT UNDER EXISTING: Up to 187,350 sq. ft. commercial use. ("County" 3.0 FAR) ZONING DISTRICT: Up to 15,621 sq. ft. commercial use. (City" .025 FAR)

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation Director

City Administrator IT Director City Clerk
Community Development Director Police Chief Fire Chief

CITY COUNCIL – MARCH 7, 2018 SMALL SCALE FUTURE LAND USE AMENDMENT – IGLESIA PAGE 2

ADDITIONAL COMMENTS: The applicant intends to annex the existing house of worship and single family residence to unite this parcel with the abutting eastern parcel, which is located within the City's jurisdiction and is used for a parking lot by the Church.

The annexation for the subject property was approved by the city council, for a second reading, on December 20, 2017 by ordinance 2613.

A request to assign a Future Land Use Designation of "Commercial" is compatible with the designations assigned to abutting properties. City parcels to the east share this same Future Land Use designation. The commercial uses act as a transition space between the residential neighborhood to the north and the arterial road, and an industrial park to the south. The FLUM application covers approximately 1.43 acres.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Land Use Report). Based on the findings of the Land Use report, the proposed FLUM amendment is compatible with the surrounding and nearby land uses and the character of the general area.

<u>COMPREHENSIVE PLAN COMPLIANCE</u>: The existing and proposed use of the subject property is consistent with the Commercial (max. 0.25 FAR) Future Land Use designation and the City's proposed C-1 Zoning.

SCHOOL CAPACITY REPORT: Because this request represents a change to a non-residential future land use designation and zoning classification, school capacity determination by Orange County Public Schools is not required.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on January 12, 2018.

PUBLIC HEARING SCHEDULE:

February 13, 2018 - Planning Commission (5:30 pm) February 21, 2018 - City Council (7:00 pm) - 1st Reading March 7, 2018 - City Council (1:30 pm) - 2nd Reading

DULY ADVERTISED:

January 26, 2018 -- Public Notice (Letters, Apopka Chief, Site Posting) February 23, 2018 -- Public Notice (Apopka Chief)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Future Land Use Designation of Commercial for the property owned by Iglesia Getsemani Inc.

The **Planning Commission**, at its meeting on February 13, 2018, found the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas; and unanimously recommended approval of the change of Future Land Use Designation from "County" Commercial to "City" Commercial, subject to the findings of the Staff Report.

The **City Council**, at its meeting on February 21, 2018, accepted the first reading of Ordinance No. 2631, and held it over for second reading and adoption on March 7, 2018.

Recommended Motion: Adopt Ordinance Number 2631

Note: This item is considered Legislative. The staff report and its findings are to be incorporated and made a part of the minutes of this meeting.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (County)	Low Density Residential (0-4 du/ac)	R-1	Single-family residence
East (County)	Low Density Residential (0-4 du/ac)	R-1	Woodlands
South (County)	Low Density Residential (0-4 du/ac)	P-D	Assisted Living Facility
West (City)	Commercial (max 0.25 FAR)	C-1	Strip Mall

II. LAND USE ANALYSIS

North: Abutting the subject property to the north is W. Highland Avenue and the Plymouth Landing subdivision.

West: West of the subject property is a series of commercial and single family residential properties in unincorporated orange county.

South: State Route 441, W. Orange Blossom Trail is south and adjacent to the subject property. Across from this arterial road is an industrial park

East: Abutting the subject property to the east are commercial properties, of which, two are owned by Iglesia Getsemani and are currently used for parking.

Therefore, staff supports the proposed future land use changes.

Other Information:

Wekiva River Protection Area: No Area of Critical State Concern: No

DRI / FQD: No

<u>JPA</u>: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The subject property is located within "Core Area" of the JPA.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. While located within the Wekiva River Basin Study Area, the subject property is not located within the Protection Area. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and stormwater run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

<u>Karst Features:</u> The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are no karst features on this property.

<u>Analysis of the character of the Property</u>: The proposed amendment is consistent with the Comprehensive Plan, including Policy 3.1.i Commercial Future Land Use designation.

Analysis of the relationship of the amendment to the population projections: The proposed future land use designation for the Property is Commercial (max. FAR 0.25). Based on the housing element the City's Comprehensive Plan, this amendment will not increase the City's future population.

CITY COUNCIL – MARCH 7, 2018 SMALL SCALE FUTURE LAND USE AMENDMENT – IGLESIA PAGE 4

CALCULATIONS:

ADOPTED (County designation): No impact on City population PROPOSED (City designation): No impact on City population

<u>Housing Needs</u>: This amendment will not negatively impact the housing needs as projected in the Comprehensive Plan.

<u>Habitat for species listed as endangered, threatened or of special concern</u>: Per policy 4.1 of the Conservation Element, a habitat study is required for developments greater than ten (10) acres in size. This site is less than ten acres. A habitat study will not be required at the time of a development plan application.

<u>Transportation</u>: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 81 GPD/Capita; 81 GPD / Capita

If the site is not currently served, please indicate the designated service provider: <u>City of Apopka</u>

- 2. Projected total demand under existing designation: <u>2,803 GPD</u>
- 3. Projected total demand under proposed designation: 2,335 GPD
- 4. Capacity available: Yes
- 5. Projected LOS under existing designation: 81 GPD/Capita
- 6. Projected LOS under proposed designation: 81 GPD/Capita
- 7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 177 GPD/Capita; 177 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

- 2. Projected total demand under existing designation: 3,737 GPD
- 3. Projected total demand under proposed designation: 3,114 GPD
- 4. Capacity available: Yes
- 5. Projected LOS under existing designation: 177 GPD / Capita
- 6. Projected LOS under proposed designation: 177 GPD / Capita
- 7. Improved/expansions already programmed or needed as a result of the proposed amendment: None
- 8. Parcel located within the reclaimed water service area: Yes

CITY COUNCIL – MARCH 7, 2018 SMALL SCALE FUTURE LAND USE AMENDMENT – IGLESIA PAGE 5

Solid Waste

- 1. Facilities serving the site: <u>City of Apopka</u>
- 2. If the site is not currently served, please indicate the designated service provider: <u>City of Apopka</u>
- 3. Projected LOS under existing designation: 37 lbs/ day
- 4. Projected LOS under proposed designation: 31 lbs / day
- 5. Improved/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

Water treatment plant permit number: <u>CUP No. 3217</u>

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 9.353 MGD

Total design capacity of the water treatment plant(s): 33.696 MGD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

- 1. Facilities serving the site: None
- 2. Projected LOS under existing designation: 100 year 24 hour design storm
- 3. Projected LOS under proposed designation: 100 year 24 hour design storm
- 4. Improvement/expansion: On site retention / detention ponds

Recreation

- 1. Facilities serving the site; LOS standard: City of Apopka Parks System; 3 acre / 1000 capita
- 2. Projected facility under existing designation: N/A acres
- 3. Projected facility under proposed designation: N/A acres
- 4. Improvement/expansions already programmed or needed as a result of the proposed amendment: N/A

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Iglesia El Getsemani, Inc. 1.43 +/- acres

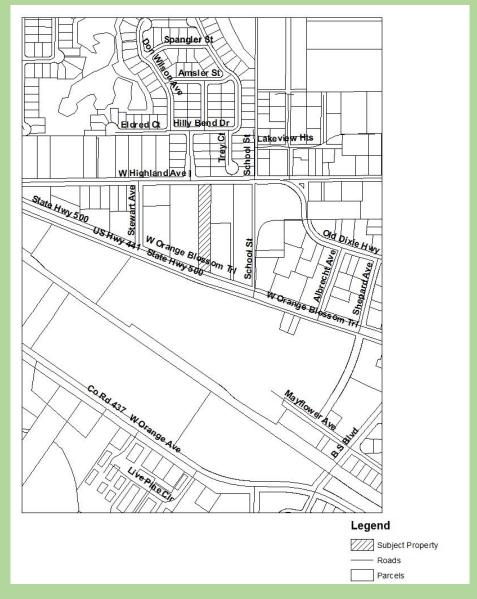
Proposed Small Scale Future Land Use Amendment:

From: "County" Commercial
To: "City" Commercial
Proposed Change of Zoning:
From: "County" C-1

To: "City" C-1

Parcel ID #: 06-21-28-7172-02-021

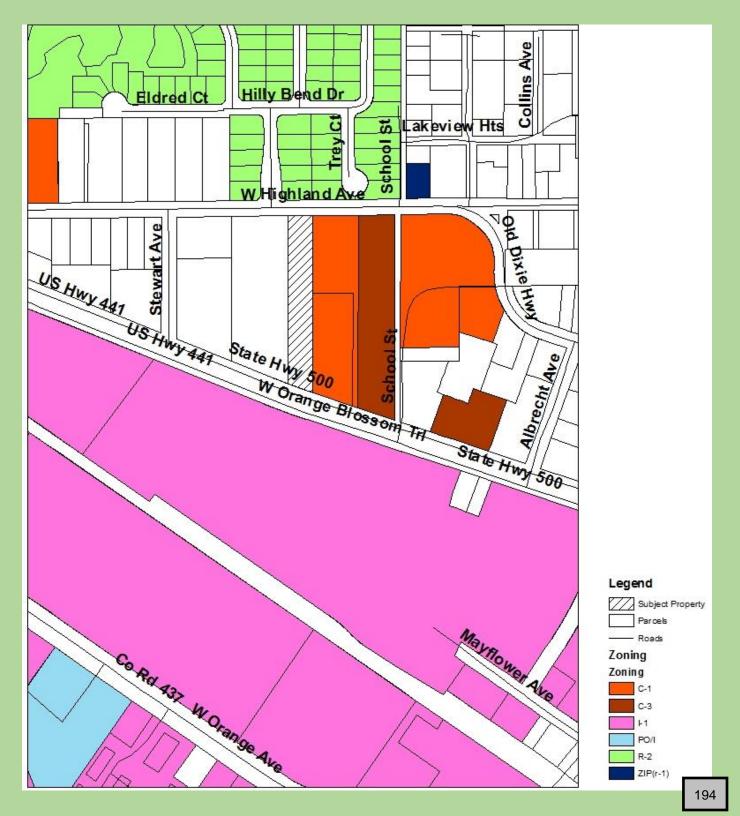






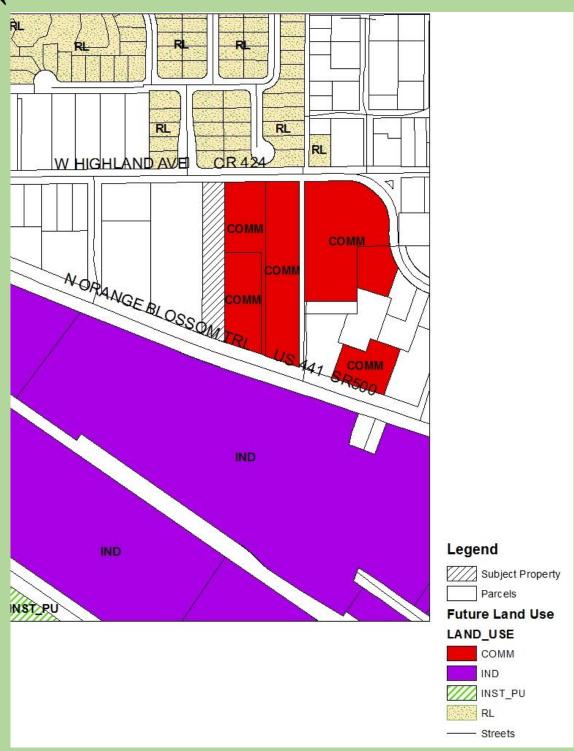


ADJACENT ZONING MAP





FUTURE LAND USE MAP





ADJACENT USES MAP



ORDINANCE NO. 2631

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" COMMERCIAL TO "CITY" COMMERCIAL FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF WEST ORANGE BLOSSOM TRAIL AND SOUTH OF HIGHLAND AVENUE, COMPRISING 1.43 ACRES MORE OR LESS, AND OWNED BY IGLESIA EL GETSEMANI, INC.; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 2619 adopted on February 7, 2018; and

WHEREAS, the City of Apopka's local planning agency (Planning Commission) has, in preparation of the amended version of the Apopka Comprehensive Plan, analyzed the proposed amendment pursuant to Chapter 163, Part II, F.S., found it to be consistent with the intent of the Apopka Comprehensive Plan, and held public hearings providing for full public participation.

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

Section I. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section II. Future Land Use Element.

Page 1-15 (Map 1-3) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 2619, is amended in its entirety to change the land use from "County" Commercial (Max. FAR 3.0) to "City" Commercial (Max. 0.25 FAR), for certain real property located at 2575 W. Orange Blossom Trail, comprising 1.43 acres more or less, (Parcel No. 06-21-28-7172-02-021); as further described in Exhibit "A" attached hereto.

Section III. Applicability and Effect.

The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section IV. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Ordinance No. 2631 Page 2

Section V. The Community Development Director is hereby authorized to amend the Future Land Use to comply with this ordinance.

Section VI. Effective Date. This Ordinance shall become effective upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this _7th_ day of March, 2018

	READ FIRST TIME:	February 21, 2018
	READ SECOND TIME AND ADOPTED:	March 7, 2018
	Joseph E. Kilsheimer	, Mayor
ATTEST:		
Linda Goff, City Clerk		

DULY ADVERTISED FOR HEARING: January 26, 2018; February 23, 2018



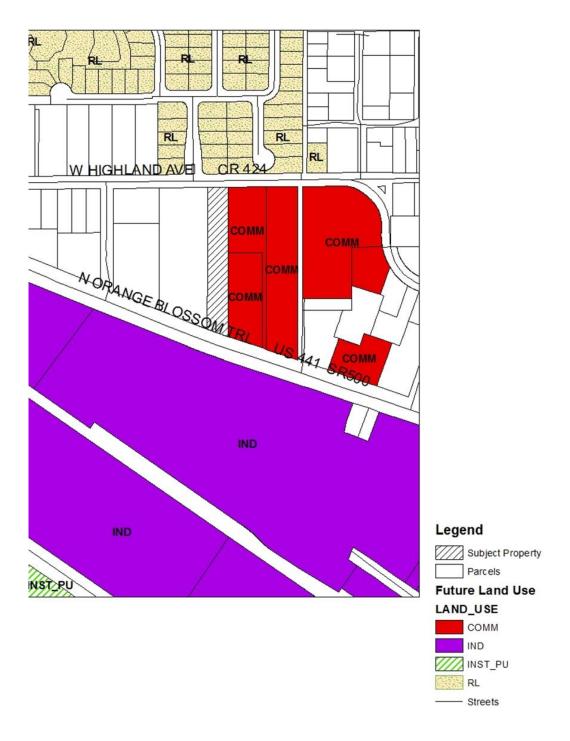
EXHIBIT "A"

Iglesia Getsemani 1.43 +/- acres

Proposed Small Scale Future Land Use Amendment:

From: "County" Commercial To: "City" Commercial Proposed Change of Zoning: From: "County" C-1 To: "City" C-1

Parcel ID #: 06-21-28-7172-02-021





CITY OF APOPKA **CITY COUNCIL**

CONSENT AGENDA

PUBLIC HEARING SPECIAL REPORTS

OTHER: Ordinance

MEETING OF: March 7, 2018

FROM: Community Development

EXHIBITS: **Zoning Report**

Vicinity Map

Adjacent Zoning Map Adjacent Uses Map Ordinance No. 2632

ORDINANCE NO. 2632 - CHANGE OF ZONING - IGLESIA GETSEMANI, **SUBJECT:**

INC.

REQUEST: SECOND READING OF ORDINANCE NO. 2632 - CHANGE OF ZONING

FROM "COUNTY" C-1 (COMMERCIAL) TO "CITY" C-1 (COMMERCIAL)

FOR PROPERTY OWNED BY IGLESIA GETSEMANI, INC.

SUMMARY:

OWNER/APPLICANT: Iglesia Getsemani, Inc.

LOCATION: 2575 W. Orange Blossom Trail

06-21-28-7172-02-021 PARCEL ID #:

EXISTING USE: Place of worship and single family residence

CURRENT ZONING: "County" C-1

DEVELOPMENT POTENTAIL: Maximum 15,612 sq. ft. office use (.25 floor area ratio)

PROPOSED ZONING: "City" C-1 (Commercial) (Note: this Change of Zoning request is being

> processed along with a request to amend the Future Land Use from "County" Commercial (3.0 FAR) to "City" Commercial (Max. 0.25)

FAR) and a request for annexation.

TRACT SIZE: 1.43 +/- acres

MAXIMUM ALLOWABLE

EXISTING: Up to 187,350 sq. ft. commercial use ("County" 3.0 FAR) DEVELOPMENT UNDER

ROPOSED: Up to 15,612 sq. ft. ("City" .025 FAR) **ZONING DISTRICT:**

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer Finance Director Public Services Director Commissioners **HR** Director Recreation Director

City Clerk City Administrator IT Director

Community Development Director Police Chief Fire Chief CITY COUNCIL – MARCH 7, 2018 IGLESIA GETSEMANI – CHANGE OF ZONING PAGE 2

ADDITIONAL COMMENTS: Presently, the subject property has not yet been assigned a "City" zoning category. The site is used as a church. The applicant is requesting the City assign a zoning classification of C-1 (Retail Commercial District) to the property. Abutting the eastern parcel line for the subject sites is a parcel that is owned by the same church, which is currently used as the parking lot.

The annexation of the subject property was reviewed and approved by the City Council, on December 20, 2017 through ordinance number 2613.

The place of worship, located on the subject property, is in unincorporated Orange County. The parking lot for this religious use is one parcel to the east, and the parcel is in the city limits. This parking lot has "City" C-1 zoning and Commercial Future Land Use. The existing zoning and Future Land Use designations of Iglesias's parking lot will complement the zoning and Future Land Use designations for the place of worship.

A request to assign a change of zoning to C-1 (Retail Commercial District) is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The change of zoning request is being processed in conjunction with a future land use amendment from "County" Commercial to "City" Commercial.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the proposed Office (Max. 25% Floor Area Ratio) Future Land Use designation and the proposed City C-1 (Retail Commercial District) zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: The proposed future land use change will result in an insignificant increase (less than 9) in the number of residential units which could be developed at the subject property. Therefore, the property is exempt from school capacity enhancement per the School Interlocal Planning Agreement.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on January 12, 2018.

PUBLIC HEARING SCHEDULE:

February 13, 2018 Planning Commission, (5:30 pm) February 21, 2018 City Council, (7:00 pm) - 1st Reading March 7, 2018 City Council, (1:30 pm) - 2nd Reading

DULY ADVERTISED:

January 26, 2018 - Public Notice (Letters, Apopka Chief, Site Posting) February 23, 2018 - Public Notice (Apopka Chief)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from "County" C-1 to "City" C-1 for the property owned by Iglesia Getsemani, Inc., and located at 2575 W. Orange Blossom Trail.

The **Planning Commission**, at its meeting on February 13, 2018, found the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas; and unanimously recommended approval of the proposed Change of Zoning from "County" C-1 to "City" C-1 for the property owned by Iglesia Getsemani, Inc.

The **City Council**, at its meeting on February 21, 2018, accepted the First Reading of Ordinance No. 2632 and held it over for Second Reading and Adoption on March 7, 2018.

Recommended Motion: Adopt Ordinance 2632

Note: This item is considered Quasi-Judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (City)	Residential Low	R-2	Single Family Home Subdivision
East (City)	Commercial	C-1	Parking Area/Commercial Structure
South (City)	Industrial	I-1	Industrial Park
West (County)	Commercial	C-3	Office/Warehouse

LAND USE & TRAFFIC COMPATIBILITY:

The subject property fronts and is accessed by a county collector (W. Highland Road) and an arterial road (W. Orange Blossom Trail).

COMPREHENSIVE PLAN COMPLIANCE:

The proposed C-1 zoning is consistent with the proposed Future Land Use designation, "Commercial" (Max. 25% FAR) and with the character of the surrounding area. Development Plans shall not exceed the density allowed in the adopted Future Land Use designation.

C-1 DISTRICT REQUIREMENTS:

Floor Area Ratio (%): 25% max.

Minimum Site Area: 10,000 sq. ft.

Minimum Lot Width 100 ft.

Setbacks: Front: 10 ft. (From property line)

 Rear:
 10 ft.

 Side:
 10 ft.

 Corner
 15 ft.

Based on the above zoning standards, the subject parcel does meet code requirements for the C-1 (Commercial) district.

ALLOWABLE USES:

- 1. Any nonresidential permitted use in the PO/I or CN districts
- 2. Retail establishments
- 3. Banks, savings and loan and other financial institutions
- 4. Bowling alleys, skating rinks, billiard parlors and similar amusement centers, provided such activities and facilities are enclosed within a sound-proof building
- 5. Churches and schools

- 6. Day nurseries, kindergartens and other child care centers
- 7. Drive-in restaurants, with property lines no closer than 200 feet from any residential districts or uses
- 8. Florist shops, the products of which are displayed and sold wholly within an enclosed building
- 9. Hotels, motels, bed and breakfast facilities
- 10. Personal service establishments such as barbershops, beauty parlors, professional and other offices, parking garages and lots, laundry and dry cleaning pickup station, self-service coin-operated laundry and dry cleaning establishments, shoe shine and repair, tailoring, travel services, watch and clock repair and locksmiths, etc
- 11. Post offices
- 12. Restaurants
- 13. Theaters, enclosed in structures
- 14. Clubs and lodges
- 15. Funeral parlors, when the sole use of the facility shall be for funeral rites
- 16. Animal clinics for the treatment of small animals, excluding farm animals, but including those animals no larger than a dog, commonly kept as pets in a residence, provided the care, treatment or housing of such animals shall not be allowed on the outside
- 17. Other uses which are similar and compatible to the uses permitted herein which adhere to the intent of the district and which are not prohibited as specified in this code. Use determination shall be based upon the community development director's recommendation



Iglesia El Getsemani, Inc. 1.43 +/- acres

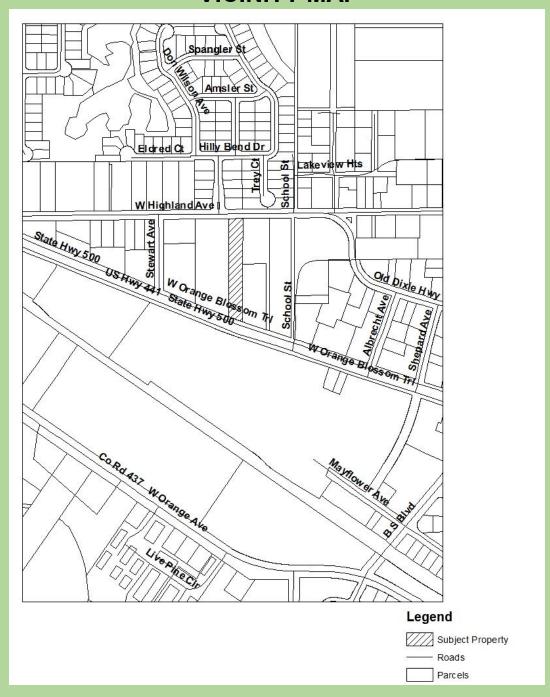
Proposed Small Scale Future Land Use Amendment:

From: "County" Commercial
To: "City" Commercial
Proposed Change of Zoning:

From: "County" C-1 To: "City" C-1

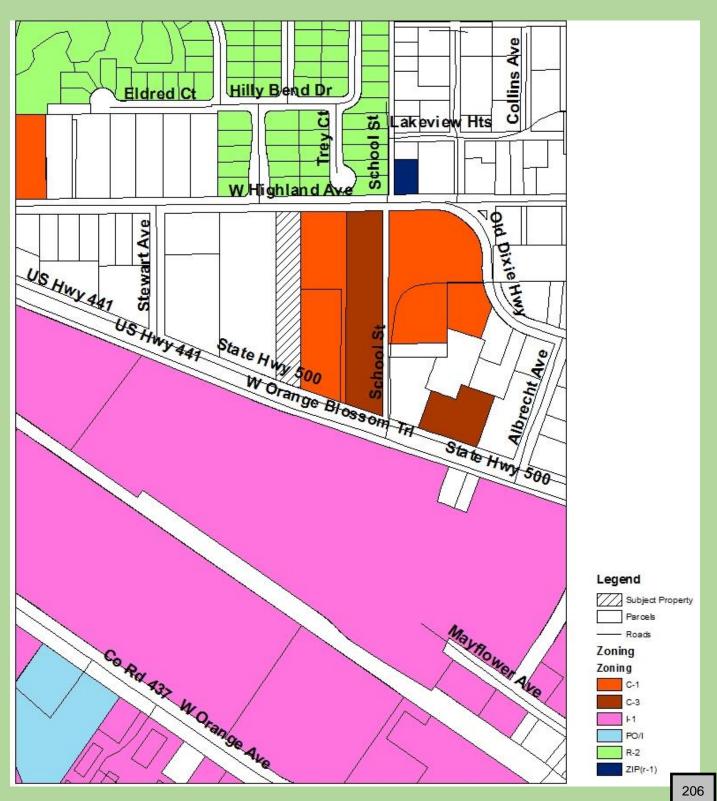
Parcel ID #: 12-21-28-6896-00-181

VICINITY MAP



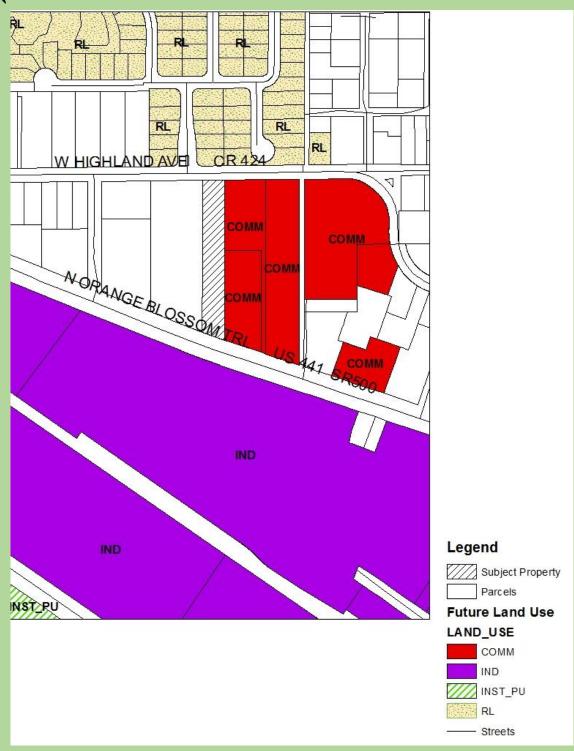


ADJACENT ZONING MAP





FUTURE LAND USE MAP





ADJACENT USES MAP



ORDINANCE NO. 2632

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA CHANGING THE ZONING FROM "COUNTY" C-1 (COMMERCIAL) TO "CITY" C-1 (COMMERCIAL) FOR CERTAIN REAL PROPERTY LOCATED AT 2575 W. ORANGE BLOSSOM TRAIL, COMPRISING 1.43 ACRES, MORE OR LESS AND OWNED BY IGLESIA GETSEMANI; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS. AND AN EFFECTIVE DATE

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, Iglesia Getsemani has requested a change in zoning on said property as identified in Section I of this ordinance; and

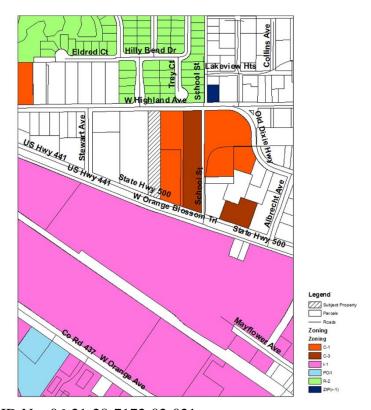
WHEREAS, the proposed C-1 zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

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

Section I. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby C-1, as defined in the Apopka Land Development Code.

Legal Description:

MAP OF PLYMOUTH B/17 THE W 100 FT OF S 300 FT OF LOT 2 N OF HWY BLK B & BEG NW COR LOT 2 RUN S 345.18 FT TH S 70 DEG E 100 FT TH N 380.25 FT TO N LINE LOT 2 TH W 94.21 FT TO POB BLK B



Parcel ID No: 06-21-28-7172-02-021

Contains: 1.43 +/- Acres

ORDINANCE NO. 2632 PAGE 2

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section III. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

Section V. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. That this Ordinance shall take effect upon the effective date the Small Scale Future Land Use Ordinance No. 2631.

		READ FIRST TIME:	February 21, 2018
		READ SECOND TIME AND ADOPTED:	March 7, 2018
		Joseph E. Kilsheimer, Ma	yor
A TOPE CIT.			
ATTEST:			
Linda Goff, City Clerk			
DULY ADVERTISED:	January 26, 2018; Fel	bruary 23, 2018	



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA MEETING OF: March 7, 2018

X PUBLIC HEARING FROM: Community Development

SPECIAL REPORTS EXHIBITS: Zoning Report

OTHER: PUD Master Plan Vicinity Map

Adjacent Zoning Map Adjacent Uses Map Existing Use Map Ordinance No. 2634

Ord. 2634 Ex. A - San Sebastian Reserve

PUD Master Plan

Ord. 2634 Ex. B – Dev. Design Standards

Ex. A – Subdivision Plan

Ex. B – Amenities/Open Space Plan

Ex. C – Landscape Plan Ex. D – Building Elevations

SUBJECT: ORDINANCE NO. 2634 - CHANGE OF ZONING – A.D. RAULERSON, SR.

& A.D. RAULERSON, JR; AND CURTIS & KAREN PUMPHREY

<u>REQUEST:</u> SECOND READING OF ORDINANCE NO. 2634 - CHANGE OF ZONING -

A.D. RAULERSON, SR. & A.D. RAULERSON, JR; AND CURTIS & KAREN PUMPHREY, FROM "COUNTY" A-1 (AGRICULTURAL) TO PLANNED

UNIT DEVELOPMENT (RESIDENTIAL) AND MASTER PLAN.

SUMMARY:

OWNERS: A.D Raulerson, Sr. & A.D. Raulerson, Jr. and Curtis and Karen Pumphrey

APPLICANT: Apopka Development II, LLC c/o Richard C. Wohlfarth, P.E.

LOCATION: North of Lester Road and west of Rock Springs Road

PARCEL ID NUMBERS: 28-20-28-0000-00-084; 28-20-28-0000-00-040; 28-20-28-0000-00-077

EXISTING USE: Pumphrey parcel – warehousing; Raulerson Parcels: warehousing and

vacant land

FLUM DESIGNATION: Residential Low Density (0 -5 du\ac)

CURRENT ZONING: PUD (Planned Unit Development), Mixed-EC (Mixed Employment

Center), and I-1 (Restricted Industrial)

PROPOSED DEVELOPMENT: 112 single family homes with minimum lot widths of 40 feet

PROPOSED ZONING: "City" PUD (Planned Unit Development)

TRACT SIZE: 23.14 +/- acres

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor KilsheimerFinance DirectorPublic Services DirectorCommissionersHR DirectorRecreation Director

City Administrator IT Director City Clerk
Community Development Director Police Chief Fire Chief

CITY COUNCIL –MARCH 7, 2018 RAULERSON PUMPHREY – CHANGE OF ZONING PAGE 2

ADDITIONAL COMMENTS: Presently, the subject properties have not yet been assigned a "City" zoning category. The applicant is requesting the City assign a zoning classification of PUD (Planned Unit Development) to the property to accommodate lot widths smaller than the minimum required width of 70 feet through an alternative plan.

The subject properties were annexed into the City of Apopka on October 4, 2017, through the adoption of Ordinance No. 2595.

The intent of the PUD zoning ordinance is to accommodate lots that are smaller in width than the regularly required residential zoning districts. The narrowest lot width allowed in other City zoning districts is 70 feet in the R-2 and R-3 zoning districts.

PROJECT DESCRIPTION: The proposed development, San Sebastian Reserve, is a private and gated subdivision of 112 detached, single family homes. The site comprises of 23.2 acres, of which, 4.43 acres will be dedicated for recreation space. Residential lots have a minimum lot width of 40 feet and a minimum lot size of 4,400 square feet. Additional information, including the conceptual subdivision layout is displayed in the attached conceptual master plan.

A request to assign a change of zoning to PUD is compatible to the adjacent zoning classifications and with the general character of abutting properties and the surrounding area. East of the subject properties is an arterial road, Rock Springs Road, as well as commercially zoned properties. A mobile home park (Rock Springs Mobile Home Park) and a townhome community (Wekiva Park Townhomes) are located to the south of the subject properties. A single family subdivision, with 40 feet lot widths will act as a transitional use between the larger lot community to the north (Alexandria Place) and the other previously mentioned surrounding uses.

On February 21, 2018, the City Council adopted Ordinance 2600, changing the future land use of the subject properties from "County" Residential Low Density to "City" Residential Low.

<u>**DEVIATIONS:**</u> The applicant is requesting two deviations to the City's development standards. For a PUD master plan, a deviation from the City's Land Development Code does not represent a variance but a development standard or zoning condition unique to and approved as part of the PUD zoning.

- 1. Typical lot width standard. The applicant is requesting a deviation from Land Development Code Section 2.02.18(D)(11) requiring the minimum single family lot size within a PUD to be a minimum of 70 feet in width unless City Council finds that a proposed alternative development is adequate to protect public health, safety and welfare based on substantial evidence. The plan shows a minimum40-foot wide single family lot with lot size minimum of 4,400 square feet.
- 2. Number of canopy trees required per single family lot. Due to size of each lot and size of canopy trees at its maturity, the applicant is also requesting a deviation from Section 3.6 of the Development Design Guidelines that requires a minimum of three trees on each lot. The plan shows two trees on each lot with varying types including oak, red maple and crepe myrtle. In lieu of
- 3. Garage standard/architectural design. The second deviation is Section 3.2.1 of the Development Design Guidelines that require front-entry garages to be setback a minimum of 30 feet from the property line. Two models of the four typical lot detail on the plans show that one lot layout is 25 feet from the property line and another shows 28 feet from the property line. The applicant asserts that the variation garage setbacks provides a visual break along the streetscape.

Justification for Deviation. The following justifications are provided for the three deviations that are proposed:

1. Lot Width and Size. The Master Plan provides an enhanced recreation/amenities package. The amenities include a cabana, gazebo, swimming pool, playground, dog park and mail kiosk. In addition, landscape buffers are provided adjacent to the Alexandria Place residential community. Such buffer is not required next to abutting single family residential development if a minimum 70-foot wide lot were provided 212.

- 2. Lot Tree Planting Requirement. With a minimum lot size of 4,400 square feet and a minimum lot width of 40 feet, insufficient lot area occurs with the lot to plant the required three canopy trees. As alternative, one canopy and one understory tree, or only two canopy trees (depending on the lot) will be planted, and the other required tree will be planted within the landscape buffers, park areas, or other open space within the project site. Additional trees beyond the requirements of the buffer areas are provided, particularly on the northern perimeter of the site to account for the number of trees required for each lot. The plan also shows additional on-street parking throughout the community to off-set the reduced garage setback for those lots with 25' and 28' setbacks
- 3. Due to the shape of the overall site as well as the provision of buffers adjacent to existing residential community, compliance with a minimum open space area of 30%, the provision of over-flow parking areas, and more so because of a confined typical lot depth of 110 feet, the Master Plan offers a 25 foot long driveway instead of the required 30-foot long driveway. Also, typical lot depth at 110 feet combined with the ground floor area of some of the proposed house plans restricts available pace within a 4,400 square foot lot to accommodate a 30-foot long driveway. Further, the San Sebastian residential community is planned as a gate, private community.

<u>PUD DEVEOPMENT AND ZONING CONDITIONS</u>: That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

The recommendations are that the zoning classification of the aforementioned properties be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions are subject to the following provisions:

- A. The uses permitted within the PUD district shall be: single family homes and associated accessory uses or structures consistent with land use and development standards established for the R- 1 zoning category except where otherwise addressed in this ordinance.
- B. If a Final Development Plan associated with the PUD district has not been approved by the City within three years after approval of these Master Plan provisions, the approval of the Master Site Plan\PDP provisions will expire. At such time, the City Council may:
 - 1. Permit a single six-month extension for submittal of the required Final Development Plan;
 - 2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Site Plan provisions and any conditions of approval; or
 - 3. Rezone the property to a more appropriate zoning classification.
- C. The following PUD development standards shall apply to the development of the subject property:
 - 1. Exhibit "F" describes the development standards applicable to this PUD/PDP Master Site Plan.
 - 2. Unless otherwise addressed within the PUD development standards, the R-1 zoning standards will apply to the subject property.

<u>COMPREHENSIVE PLAN COMPLIANCE</u>: The existing and proposed use of the property is consistent with the proposed Residential Medium Low (0-7.5 du/ac) Future Land Use designation and the proposed Planned Unit Development Zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: A capacity enhancement agreement (CEA) with Orange County Public Schools (OCPS) or a letter exempting the project from school capacity enhancement is required prior to submittal of a final development plan. An application for School Capacity Determination and a mitiga 213

CITY COUNCIL –MARCH 7, 2018 RAULERSON PUMPHREY – CHANGE OF ZONING PAGE 4

agreement has been submitted to OCPS by the application. A final development plan will not be approved by the City until such time the School Board approves a school capacity mitigation agreement.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on January 12, 2018.

PUBLIC HEARING SCHEDULE:

Planning Commission, February 13, 2018 (5:30 pm) City Council, February 21, 2018 (7:00 pm) - 1st Reading City Council, March 7, 2018 (1:30 pm) - 2nd Reading

DULY ADVERTISED:

January 26, 2018 - Public Notice (Letters, Apopka Chief, Site Posting) February 23, 2018 - Public Notice (Apopka Chief)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from "County" A-1 to "City" PUD for the property owned by A.D Raulerson, Sr. & A.D. Raulerson, Jr. and Curtis and Karen Pumphrey, and located north of Lester Road and west of Rock Springs Road.

The **Planning Commission**, at its meeting on February 13, 2018, found the proposed amendment consistent with the Comprehensive Plan, the Land Development Code, and compatible with the character of the surrounding areas; and recommended approval (5-1) of the proposed Change of Zoning from "County" A-1 to "City" PUD/(Residential) zoning and Master Plan for the property owned by A.D Raulerson, Sr. & A.D. Raulerson, Jr. and Curtis and Karen Pumphrey, subject to the PUD Development and Zoning Conditions provided in the staff report, and subject to the City Council's approval of the associated large scale future land use amendment.

The City Council, at its meeting on February 21, 2018, accepted the First Reading of Ordinance 2634 (4 aye – 1 nay vote) and Held it Over for Second Reading and Adoption on March 7, 2018.

Recommended Motion: Adopt Ordinance 2634

Note: This item is considered Quasi-Judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

Direction	Future Land Use	Zoning	Present Use
North (County)	"County" Low Density Residential	"County" R-1AA	Alexandria Place Residential Subdivision
East (County)	"County" Low Density Residential	"County" A-1	Vacant\single family homes
South (County)	"County" Low Medium Density Residential	"County" MHP	Mobile home park (RSPI MHC LLC)
West (City)	Residential Low (0-5 du\ac) and Residential Very Low Suburban (0-3.5 un\ac)		City stormwater pond; vacant land owned by RSPI MHC LLC

LAND USE & TRAFFIC COMPATIBILITY:

The concept plan proposes accesses on Rock Springs Road and West Lester Road.

COMPREHENSIVE PLAN COMPLIANCE:

The proposed PUD zoning is consistent with the proposed Future Land Use designation, "Residential Medium Low" (0-7.5 du/ac) and with the character of the surrounding area and future proposed development. Development Plans shall not exceed the density allowed in the adopted Future Land Use designation.

SITE ARCHITECTURAL DESIGN REQUIREMENTS AND MAINTENANCE:

- 1. Architectural design shall meet the intent of City of Apopka Land Development Code and Development Design Guidelines.
- 2. A twenty (20) foot buffer tract for perimeter wall and landscaping will be provided along the Lester Road frontage. This tract shall be dedicated to and maintained by the Homeowners' Association (HOA). The design of these buffer tracts shall generally follow the landscape design appearing on sheets L1.0 of the Master Plan/Preliminary Development Plan. A six (6') foot high wall is provided in these tracts to provide buffering from the adjacent roadways.
- 3. A ten (10) foot wide buffer tract for perimeter fence and landscaping will be provided on the eastern and western property line. These tracts shall be dedicated to and maintained by the HOA. The design of this buffer shall generally follow the landscape design appearing on sheets L 1.0 to L1.1 of the Master Plan/Preliminary Development Plan. A six (6') foot high vinyl fence is provided in these tracts to buffer the adjacent agriculture-zoned properties.
- 4. Garage must be flushed with front wall of the single family structure. Setback to wall shall be a minimum of 25' from front property line.
- 5. Country European, or Craftsman architectural styles or themes shall be applied to houses, community buildings, and mail kiosk. Architectural Style elements shall be applied to front façade only. See sheet "B-1.0" for conceptual front elevations. Modification or replacement of the exterior elevations on Sheet "B-1.0" shall be approved by the Community Development Director if such chair 215

- represent equivalent architectural value. Substantial deviations from architectural rendering shall be approved by City Council.
- 6. Front facade materials such as cultured stone veneer, stucco, & fiber cement siding shall be utilized to be consistent with the applicable Architectural Style.
- 7. 30-year asphalt shingle shall be installed on all roofs. 3-tab shingles are prohibited. Single shingle color shall be used for uniformity throughout the community.
- 8. Aluminum fascia and soffit shall be standard for all houses. Single Fascia and soffit color shall be used for uniformity throughout the community.
- 9. Window Banding/trim and front door shall be painted an accent color.
- 10. Pavers shall be installed at front yard driveways, lead walks, porches, and porticoes.
- 11. Model plan type shall not be constructed adjacent to the same model plan type without a different elevation style type.
- 12. Specific elevation style types of homes shall have similar wall finishes, window grid patterns, window banding & trim, roof lines and slopes, etc. Applied to each lot width model plan type front elevations.
- 13. Identical exterior paint schemes shall not be applied on adjacent lots.
- 14. Modification or replacement of the exterior elevation on approved Final Development Plans shall be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering shall be approved by City Council.
- 15. Fencing is prohibited in front yards.
- 16. Fencing at rear yards of 40' wide or garage front loaded lots shall be tan vinyl opaque style fencing. No fence shall exceed the height of an abutting common area wall. Rear yard fences shall not project more than 5' beyond rear side wall building corner.
- 17. Swimming pools shall be allowed on single-family detached with rear yards of 20' or greater.
- 18. Swimming pools must be in-ground type. Above-ground pools are prohibited.
- 19. Swimming pools and decks are prohibited from projecting beyond the side wall facade.
- 20. Screen enclosures over swimming pools and their respective deck area shall be single story with dome or angled roofs. Enclostructural members shall be bronze. Screening shall be dark m 216

Solid opaque or clear panels on the walls or roofs are prohibited.

- 21. Screen enclosures with metal, vinyl, or screen mesh roofs over non-swimming pool decks are prohibited.
- 22. Screen enclosure shall maintain the same side yards as the main dwelling structure.
- 23. Trash recycle bin pads (minimum 6'x4') shall be provided within the rear yard or trash recycle bins to be left in the garage.
- 24. Elevations for mail kiosk shall be compatible with the architectural elevation styles of the homes within the community.
 - a. Modification to the approved mail kiosk elevation shall be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering shall be approved by City Council.
- 25. Outdoor storage areas (boats, trailers, recreational vehicles, etc.) are not provided within the development and will be prohibited through the HOA documents.
- 26. Landscaping requirements for existing platted lots of record and structures may be approved in a lesser amount than required after review by the development review committee.
- 27. The HOA will maintain all lots, common areas, roadway tracts, fences\walls, and landscaping within all lots.
- 28. The HOA shall be responsible for maintenance of streets, on-street parallel parking spaces, and street lighting and stormwater collection systems within the private rights-of-way within the San Sabastian Subdivision.

ALLOWABLE USES: As described in the PUD Recommendations herein provided above.

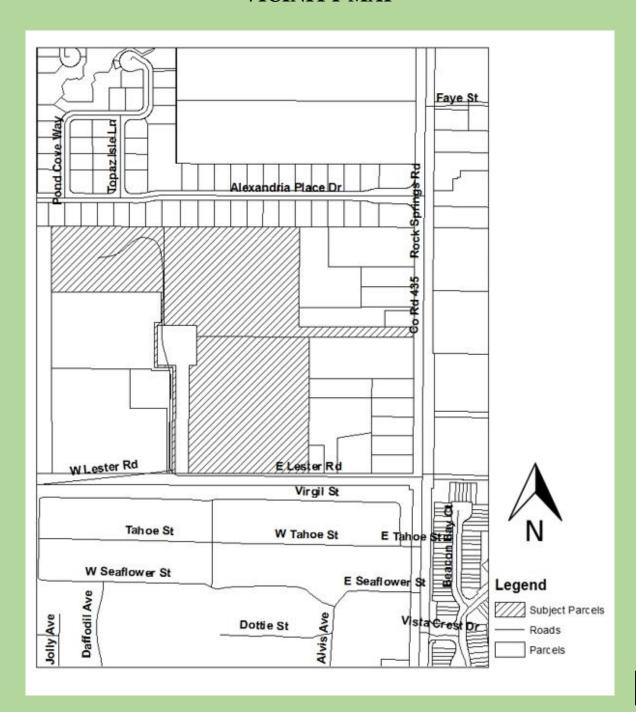
A.D. Raulerson Sr & A.D. Raulerson, Jr; and Curtis & Karen Pumphrey
Property Owners
23.14 +/- Acres
Proposed Rezoning:
From: "County" A-1

To: "City" PUD

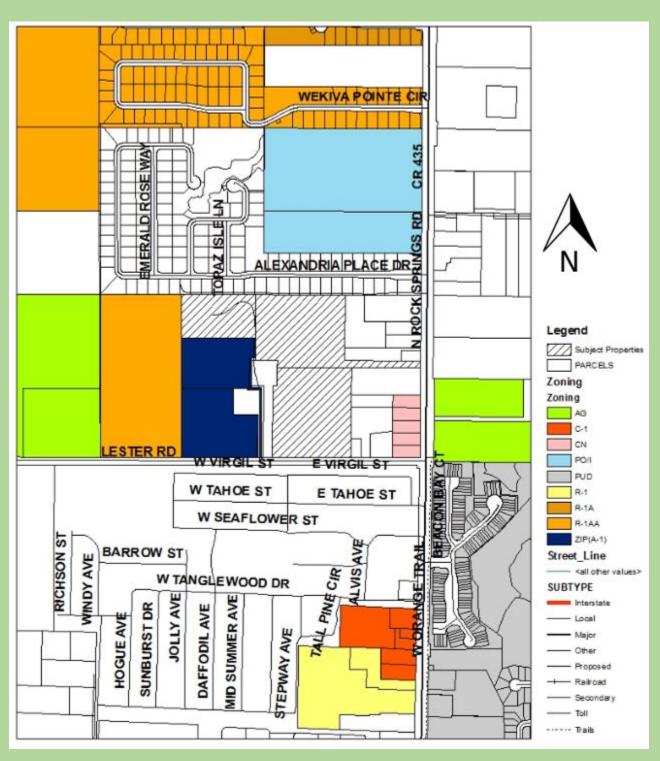
Parcel ID #s: 28-20-28-0000-00-084; 28-20-28-0000-00-040;

28-20-28-0000-00-077

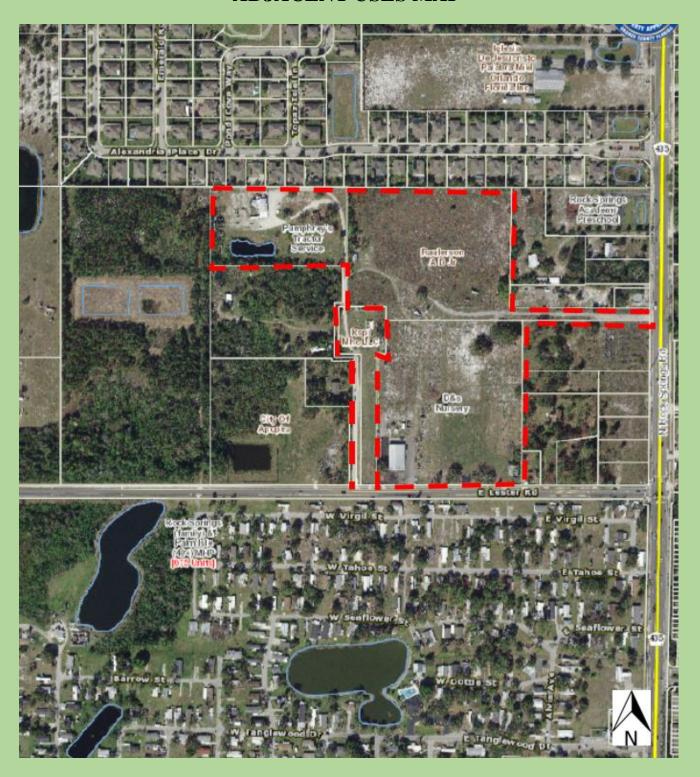
VICINITY MAP



ADJACENT ZONING MAP



ADJACENT USES MAP



ORDINANCE NO. 2634

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM "CITY" A-1 (ZIP) TO PUD (PLANNED UNIT DEVELOPMENT) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF NORTH ROCK SPRINGS ROAD AND NORTH OF EAST LESTER ROAD, COMPRISING 23.41 ACRES MORE OR LESS, AND OWNED BY ADELBERT RAULERSON, SR & AD RAULERSON, JR. AND CURTIS & KAREN PUMPHREY; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Planned Unit Development (PUD/Residential) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

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

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be: single family homes and associated accessory uses or structures consistent with land use and development standards in the Master Plan.
- B. Development of the property shall occur consistent with the Master Site Plan set forth in Exhibit "A". Development standards applicable to the San Sebastian are set forth within Exhibit "B". Where any development standard conflicts between the San Sebastian Master Site Plan and the Land Development Code, the Master Site Plan shall preside. Any proposed revision to the Master Site Plan shall be evaluated and processed pursuant to Section 2.02.18.N. (Master plan revision), LDC.
- C. If a Final Development Plan associated with the PUD district has not been approved by the City within three years after approval of these Master Plan provisions, the approval of the Master Site Plan\PDP provisions will expire. At such time, the City Council may:
 - 1. Permit a single six-month extension for submittal of the required Final Development Plan;

ORDINANCE NO. 2634 PAGE 2

- 2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Site Plan provisions and any conditions of approval; or
- 3. Rezone the property to a more appropriate zoning classification.

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD), as defined in the Apopka Land Development Code.

Legal Description:

COMM AT SE COR OF SEC, TH RUN S87-59-49W 600 FT TO POB; TH CONT S87-59-49W 630.44 FT, TH N01-41-41W 601.62 FT TO SOUTH LINE OF WELL LOT, TH N87-59-49E 38.5 FT TO SE COR OF WELL LOT, TH N01-41-41W 148.40 FT, TH N87-59-45E 593.99 FT, TH S01-45-16E 750 FT TO POB (LESS S 30 FT FOR RD R/W) IN SEC 28-20-28

Parcel I.D.: 28-20-28-0000-00-040

Contains: 10.30 +/- Acres

AND

Legal Description:

COMM AT SE COR OF SEC, TH RUN N01-45-16W 750 FT, TH S87-59-45W 50 FT TO POB; TH CONT S87-59-45WW 1143.99 FT TO EAST LINE OF WELL LOT, TH N02-00-11W 59.60 FT, TH S87-59-49W 173.12 FT, TH N01-49-26WW 519.15 FT TO NORTH LINE OF S 1/2 OF SE 1/4, TH N88-02-24E 714.27 FT TO NE COR OF W 1/2 OF SE 1/4 OF SE 1/4, TH S01-49-16E 524 FT, TH N88-02-24E 603.10 FT TO EAST R/W LINE, TH S01-45-16E 54.04 FT TO POB (LESS THAT PART PREVIOUSLY SOLD PER DB 829/86) IN SEC 28-20-28

Parcel I.D.: 28-20-28-0000-00-077

Contains: 9.99 +/- Acres

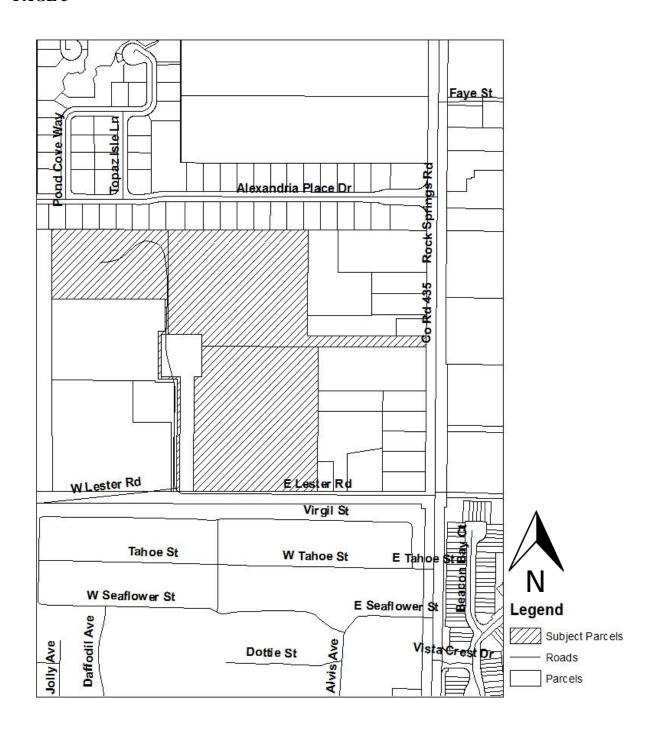
AND

Legal Description:

BEG SE CORNER OF E1/2 OF SW1/4 OF SE1/4, RUN S87-59-49W 15 FT, TH N01-46-12W 586.62 FT, TH S87-59-49W 98.51 FT M/L, TH N01-46-12W 238 FT, TH N87-59-49E 35.35 FT, TH N01-49-26W 159.83 FT, TH N88-03-21W 595.03 FT M/L TO WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4, TH N01-46-37W 345 FT M/L TO NORTH LINE OF E 1/2 OF OF SW 1/4 OF SE 1/4, TH E 609.75 FT M/L TO NW COR OF LANDS DESC IN 2748/1802, TH S01-49-26E 519.81 FT TO NORTH LINE OF WELL LOT DESC IN 3141/1427, TH S87-59-49W 34.88 FT TO NW COR OF WELL LOT, TH S01-46-12E 208 FT TO SW COR OF WELL LOT, TH N87-59-49E 98.51 FT M/L TO EAST LINE OF THE E 1/2 OF THE SW 1/4 OF THE SE 1/4, TH S01-46-12E 601.62 FT TO POB (LESS S 30 FT FOR RD) OF SEC 28-20-28 SEE 3513/96

Parcel I.D.: 28-20-28-0000-00-084

Contains: 5.10 +/- Acres



Section III. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation. The Community Development Director shall not accept an application for a development plan until such time the property owner addresses school capacity enhancement review with Orange County Public Schools.

ORDINANCE NO. 2634 PAGE 4

DULY ADVERTISED: January 26; February 23

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

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

Section VII. That this Ordinance shall take effect upon adoption of Ordinance No. 2619.

	READ FIRST TIME:	February 21, 2018
	READ SECOND TIME AND ADOPTED:	March 7, 2018
	Joseph E. Kilsheimer, May	/or
ATTEST:		
Linda Goff, City Clerk		

MASTER PLAN/PRELIMINARY DEVELOPMENT PLAN for

SAN SEBASTIAN RESERVE (P.U.D)

PROJECT ADDRESS: 2122 ROCK SPRINGS ROAD ORANGE COUNTY, FLORIDA SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST

DECEMBER 2017

TAX I.D. PARCEL NUMBERS: 28-20-28-0000-00-040 (A PORTION OF) 28-20-28-0000-00-077 (ENTIRE PARCEL) 28-20-28-0000-00-084 (ENTIRE PARCEL) PARCEL ADDRESS: 213 W. LESTER ROAD 2122 ROCKSPRINGS ROAD 251 W. LESTER ROAD

DRAWING INDEX

MASTER PLAN DEVELOPMENT STANDARDS C-1.0 PRELIMINARY DEVELOPMENT PLAN C-1.1 PRELIMINARY DEVELOPMENT PLAN C-1.2 C-1.3 AMENITY/OPEN SPACE PLAN C-2.0 **EXISTING CONDITIONS PLAN EXISTING CONDITIONS PLAN** C-2.1 C-3.0 UTILITY SERVICE PLAN UTILITY SERVICE PLAN C-3.1 PRELIMINARY DRAINAGE PLAN C-4.0 C-4.1 PRELIMINARY DRAINAGE PLAN C-5.0 GENERAL DETAILS C-5.1 STANDARD UTILITY DETAILS STANDARD UTILITY DETAILS C-5.2 C-5.3 STANDARD UTILITY DETAILS C-5.4 STANDARD UTILITY DETAILS C-6.0 FIRE TRUCK TURN ANALYSIS L0-1.00 LANDSCAPE NOTES L1-1.00 MASTER LANDSCAPE PLAN L1-1.01 LANDSCAPE PLAN EAST LANDSCAPE PLAN WEST L1-1.02 L1-1.10 **PLANTING LIST AND REQUIREMENTS** LANDSCAPE DETAILS L1-1.20 B-1.0 **BUILDING ELEVATIONS** BOUNDARY/TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:

PARCEL 1 (O.R.B. 6302, PG. 1942)
A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY FLORIDA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE SOUTH EAST CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST,
RUN THEINCE NORTH 01'45'16' WEST, 750.00 FEET, ALONG THE EAST LINE OF SAID SECTION 28; THENCE SOUTH 8759'45' WEST,
50.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 28 FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUE
THENCE SOUTH 8759'45' WEST 1143.99 FEET TO THE EAST LINE OF PARCEL PREVIOUSLY DEEDED FOR A WELL LOT, THENCE
NORTH 0200'11' WEST, 59,60 FEET TO THE NORTH-EAST CORNER OF THE AFOREMENTIONED WELL LOT; THENCE SOUTH 8759'49'
WEST, 173.12 FEET ALONG THE NORTH LINE OF THE SAID WELL LOT; THENCE NORTH 014'2'56' WEST SI9.15 FEET TO THE NORTH
LINE OF THE SOUTH GAT HE NORTH LINE OF SAID SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE OUARTER (SE 1/4) OF SECTION 28; THENCE NORTH BB02'24'
EAST 714.27 FEET ALONG THE NORTH LINE OF SAID SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE OUARTER (SE 1/4) OF SAID SECTION 28; THENCE NORTH BB02'24'
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LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS;

FROM THE SOUTH EAST CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, RUN THENCE NORTH 01'45'16" WEST, 750.00 FEET, ALONG THE EAST LINE OF SAID SECTION 28; THENCE SOUTH 87'59'45" WEST, 50.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 28 FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 87'99'45" WEST, A DISTANCE OF 550.01 FEET; THENCE NORTH 01'45'16" WEST, A DISTANCE OF 54.16 FEET; THENCE NORTH 88'02'24" EAST, A DISTANCE OF 550.00 FEET TO A POINT ON THE WEST RICHT-OF-WAY LINE OF ROCK SPRINGS ROAD; THENCE SOUTH 01'45'16" EAST, ALONG SAID WEST RICHT-OF-WAY, A DISTANCE OF 54.04 FEET TO THE POINT OF BEGINNING;

PARCEL 2 (O.R.B.10532, P.G. 3926)
A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, CRANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE SOUTH EAST CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST RUN SOUTH 8759'49" WEST 600.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 FOR A POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUE THENCE SOUTH 87'99'49" WEST 630.44 FEET; THENCE RUN NORTH 01'41'41" WEST 601.62 FEET TO THE SOUTH LINE OF A PREVIOUSLY DEEDED WELL LOT, THENCE NORTH 87'59'49" EAST 38.50 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED WELL LOT; THENCE NORTH 01'41'41" WEST 164.40 FEET ALONG THE EAST LINE OF AFOREMENTIONED WELL LOT; THENCE NORTH 87'59'49" EAST 593.99 FEET TO A POINT 600.00 FEET WEST OF THE EAST LINE OF AFOREMENTIONED SECTION 28 AND 7500 SEET MORDING OF AFOREMENTIONED. SECTION 28, AND 750,00 FEET NORTH OF THE SOUTH LINE OF AFOREMENTIONED SECTION 28, THENCE SOUTH DI 45'16" EAST 750,00 FEET TO THE POINT OF BEGINNING, LESS THE SOUTH JOBO FEET DESEROF FOR ROAD; LESS AND EXCEPT THE SOUTH JOBO, THE FORM OF THE SOUTH JOBO, THE FORM OF THE FORM OF THE SOUTH JOBO, THE FORM OF THE FORM OF THE FORM OF THE SOUTH JOBO, THE FORM OF THE FORM O

PARCEL 3 (O.R.B. 9759, P.G. 6283)

A PART OF THE EAST ONE HALF (E 1/2) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, GRANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CONCERN OF SAID EAST ONE—HALF (E 1/2) OF THE SOUTHWEST ONE—QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, THENCE SOUTH 87'59'49'

WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 28 FOR 15.00 FEET; THENCE NORTH 01'46'12' WEST, PARALLEL WITH THE CAST LINE OF THE AFORESAID EAST ONE—HALF (E 1/2) OF THE SOUTHWEST ONE—QUARTER (SW 1/4) OF THE SOUTHEAST ONE—QUARTER (SW 1/4) OF THE SOUTHEAST ONE—BURNER (SW 1/4) OF THE SOUTHEAST ONE BURNER (SW 1/4) OF ONE-QUARTER (SE 1/4) FOR 586.62 FEET; THENCE SOUTH 8759'49" WEST FOR 83.51 FEET; THENCE NORTH 01'46'12" WEST FOR 238.00 FEET; THENCE NORTH 8759'49" EAST FOR 35.35 FEET; THENCE NORTH 01'49'26" WEST PARALLEL WITH THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2748, PAGE 1803 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR 159.83 FEET; THENCE SOUTH 8803'21" WEST, PARALLEL WITH THE NORTH LINE OF THE AFCRESAID EAST ONE-HALF (E 1/2) OF THE SOUTHEST ONE-QUARTER (SE 1/4) OF SECTION 28 FOR 599.03 FEET TO THE WEST LINE OF SAID EAST ONE-HALF (E 1/2) OF THE SOUTHEST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2748, PAGE 1803, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 87'59'49' WEST ALONG SAID NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3141, PAGE 1427, PUBLIC RECORDS DOK 3141, PAGE 3141, PAGE 3147, PAGE 3147, PAGE 3147, PAGE 3147, PAGE 314 CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3141, PAGE 1427, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THENCE NORTH 8759/49" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3141, PAGE 1427, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR 83.51 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST ONE—HALF (E 1/2) OF THE SOUTHWEST ONE—DUARTER (SW 1/4)OF THE SOUTHEAST ONE—QUARTER (SE 1/4) OF SECTION 28; THENCE SOUTH 0146/12" EAST ALONG SAID EAST LINE, FOR 601.62 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM THE SOUTHERLY 30 FEET FOR ROAD RIGHT—OF—WAY.

NON-POTABLE WATER WASTEWATER

LOCATION MAP

OWNER: A D RAULERSON 251 W. LESTER ROAD

2122 ROCK SPRINGS ROAD

AD RAULERSON, JR

CURTIS AND KAREN PUMPHREY 213 W. LESTER ROAD KAREN@COSTAVERDEIMPORTS.COM

ENVIRONMENTAL CONSULTANT: BIO-TECH CONSULTING, INC. CONTACT: JOHN MIKLOS, PRESIDENT DANNY GOUGH, PROJECT MANAGER 2002 EAST ROBINSON STREET CRLANDO, FLORIDA32803 407-963-2751 CELI

APPLICANT/DEVELOPER

PROJECT

LOCATION

BI GROUP (FLORIDA), INC. CONTACT: RICHARD C. WOHLFARTH, P.E. 2300 MAITLAND CENTER PARKWAY MATTI AND FLORIDA 32751

0-9090 CELL

CIVIL ENGINEER:
WOHLFARTH CONSULTING GROUP, LLC
CONTACT: RICHARD C. WOHLFARTH, P.E.
246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FL.
2017-206-218 RWOHLFARTH@WCGROUP.CO

LONGWOOD, FLORIDA 32750

GSTEPHAN@GEOENGINEERING.COM

407-379-9510 PHONE

407-402-1819 CELL

IBI GROUP (FLORIDA), INC. CONTACT: WILSON E. WAY, PSM 2300 MATTLAND CENTER PAR MAITI AND FLORIDA 32751

MAINTENANCE FREE COMMUNITY, ALL LOTS AND COMMON AREAS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION

3) ENHANCED RECREATION

PLAYGROUND

d) LAKE OVERLOOK 4) ENHANCED PEDESTRIAN WALKWAYS a) 8' PATH, ADJACENT TO THE LAKE

LARGE HOUSES (1,660 SF TO 2,600 SF) . AVERAGE DENSITY LESS THAN 5 DU/ACRE

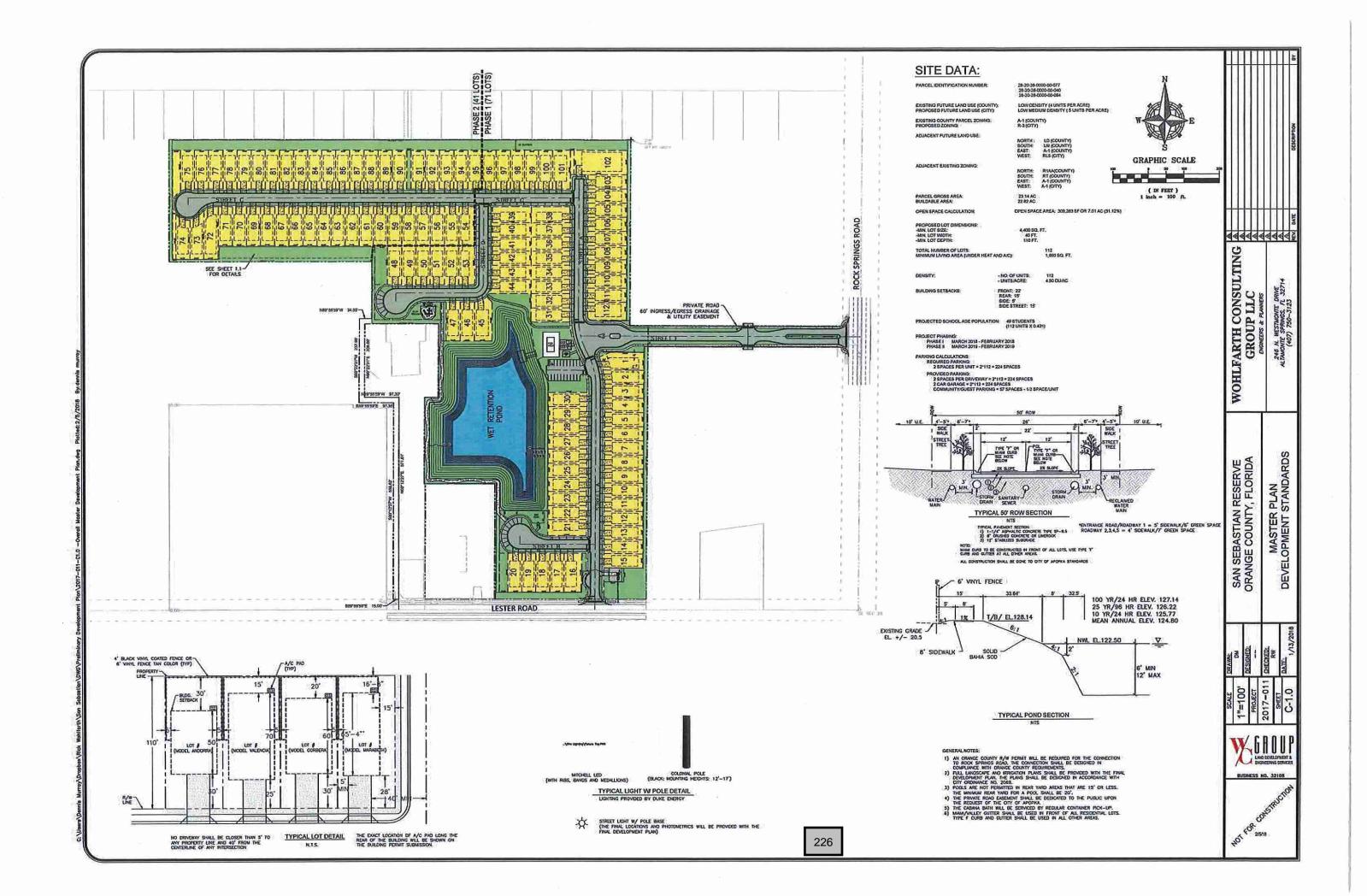


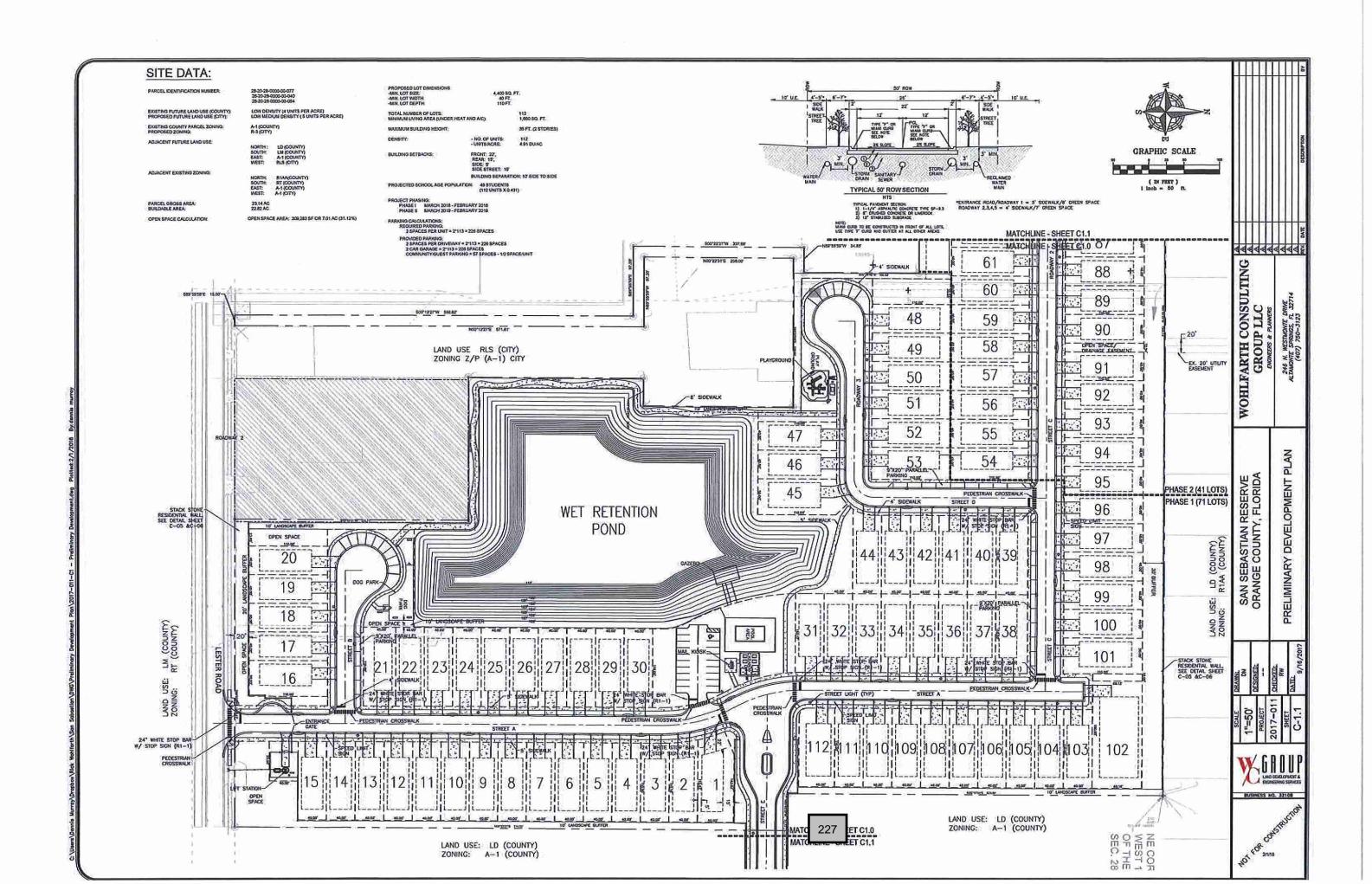
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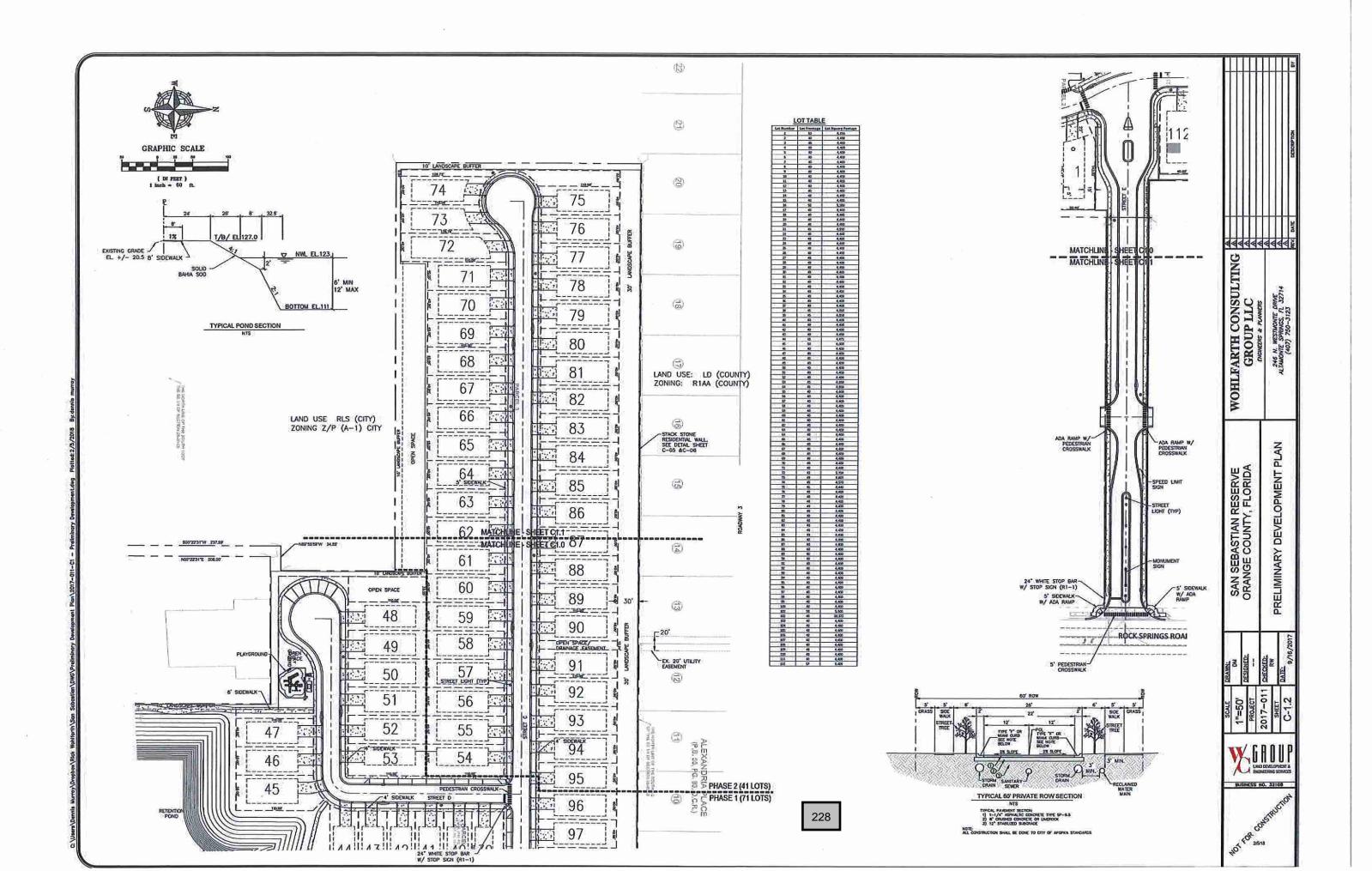
WOHLFARTH CONSULTING **GROUP LLC**

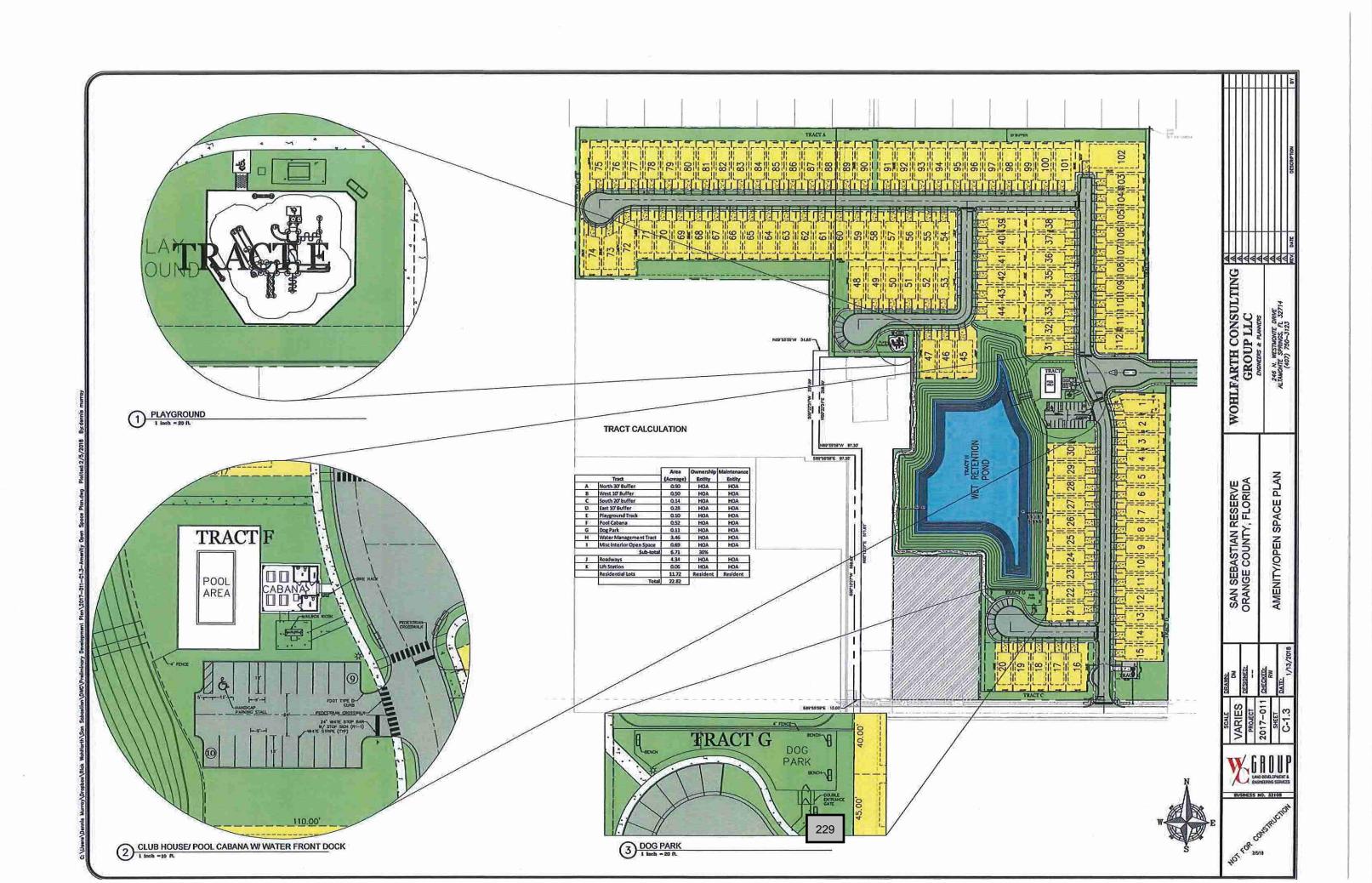
246 N. WESTMONTE DRIVE (407) 750-3123

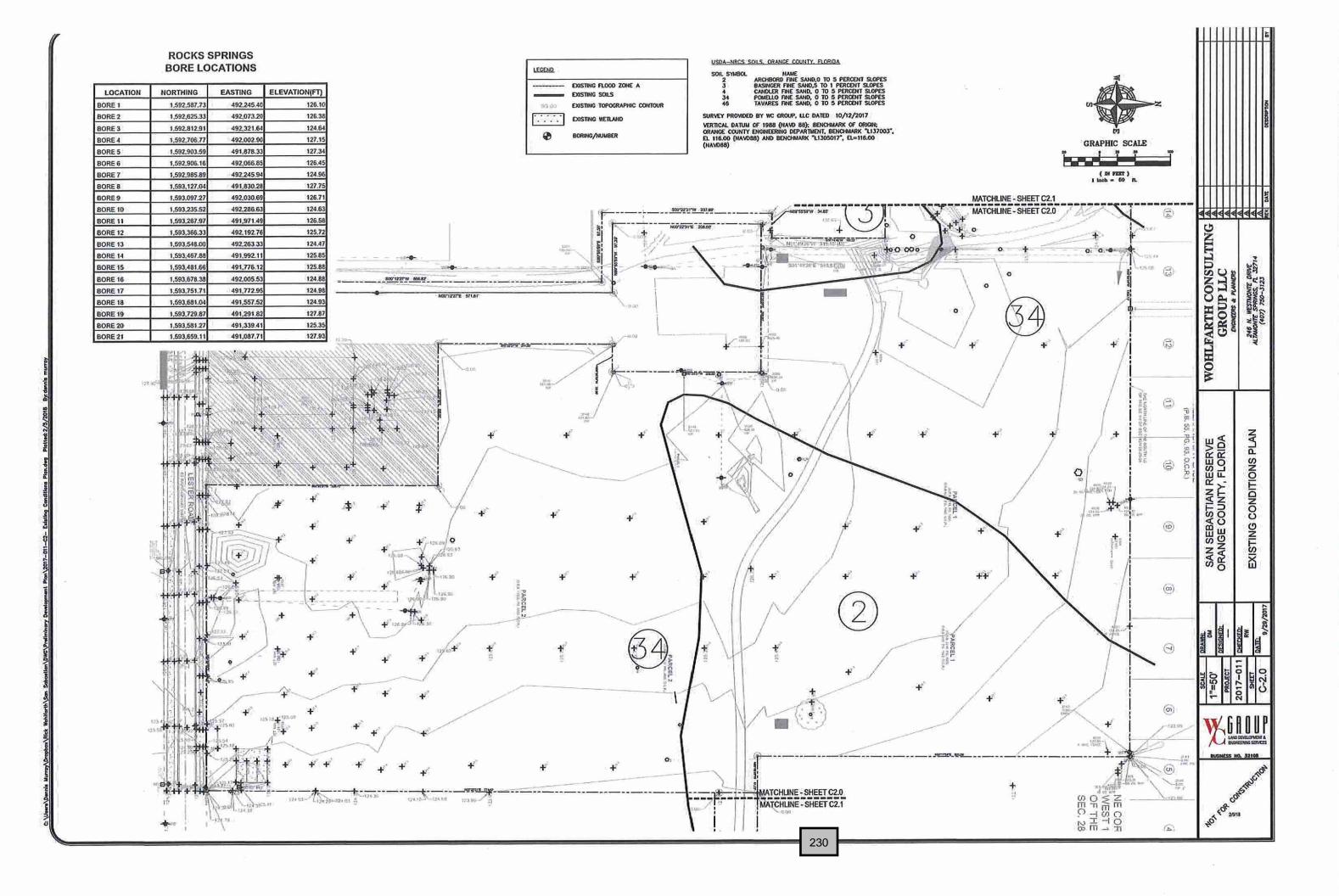
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AGENCY	PERMIT TYPE	DATE APPROVED	APPROVAL NO.	EXPIRATION DATE		
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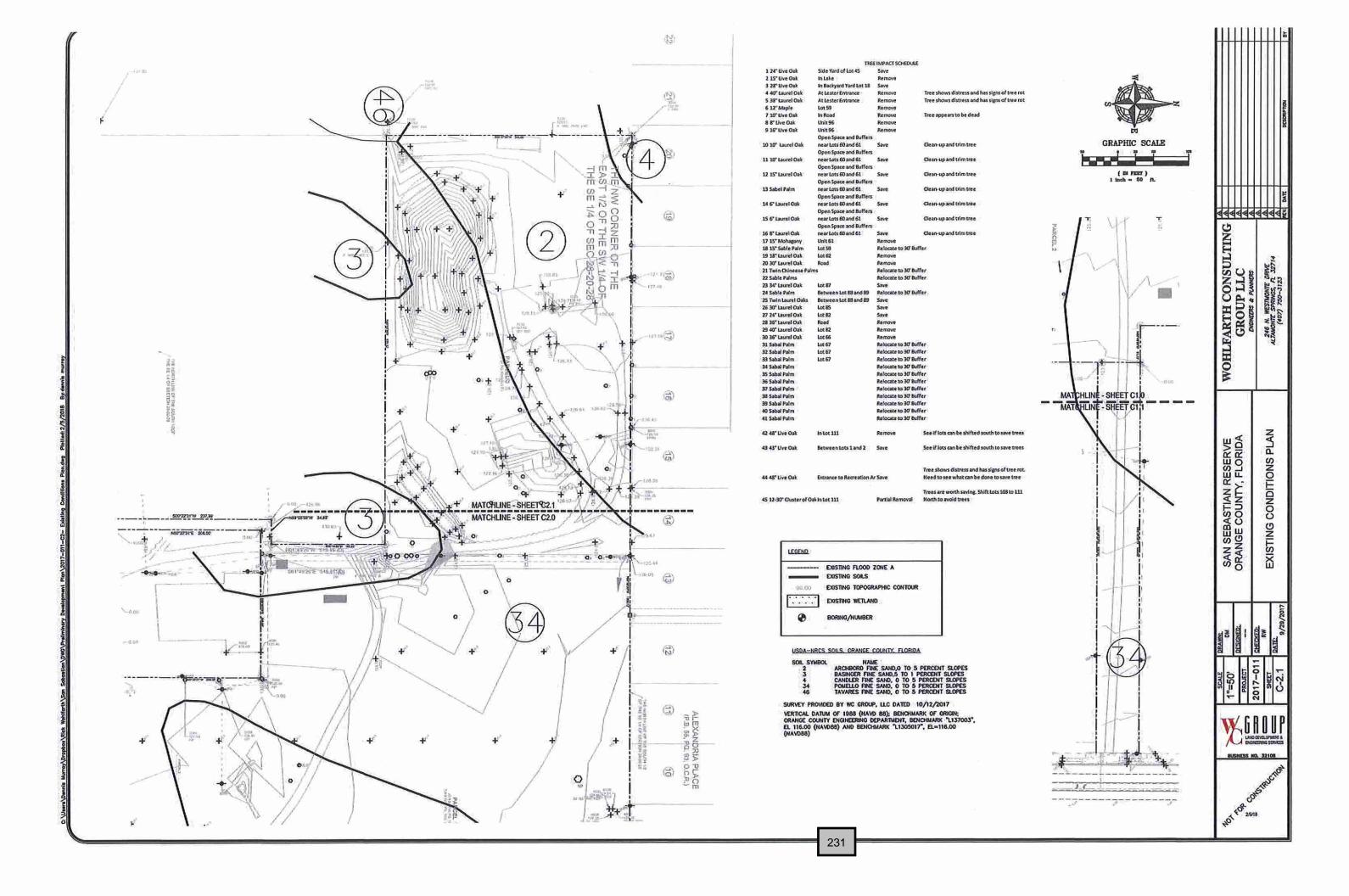


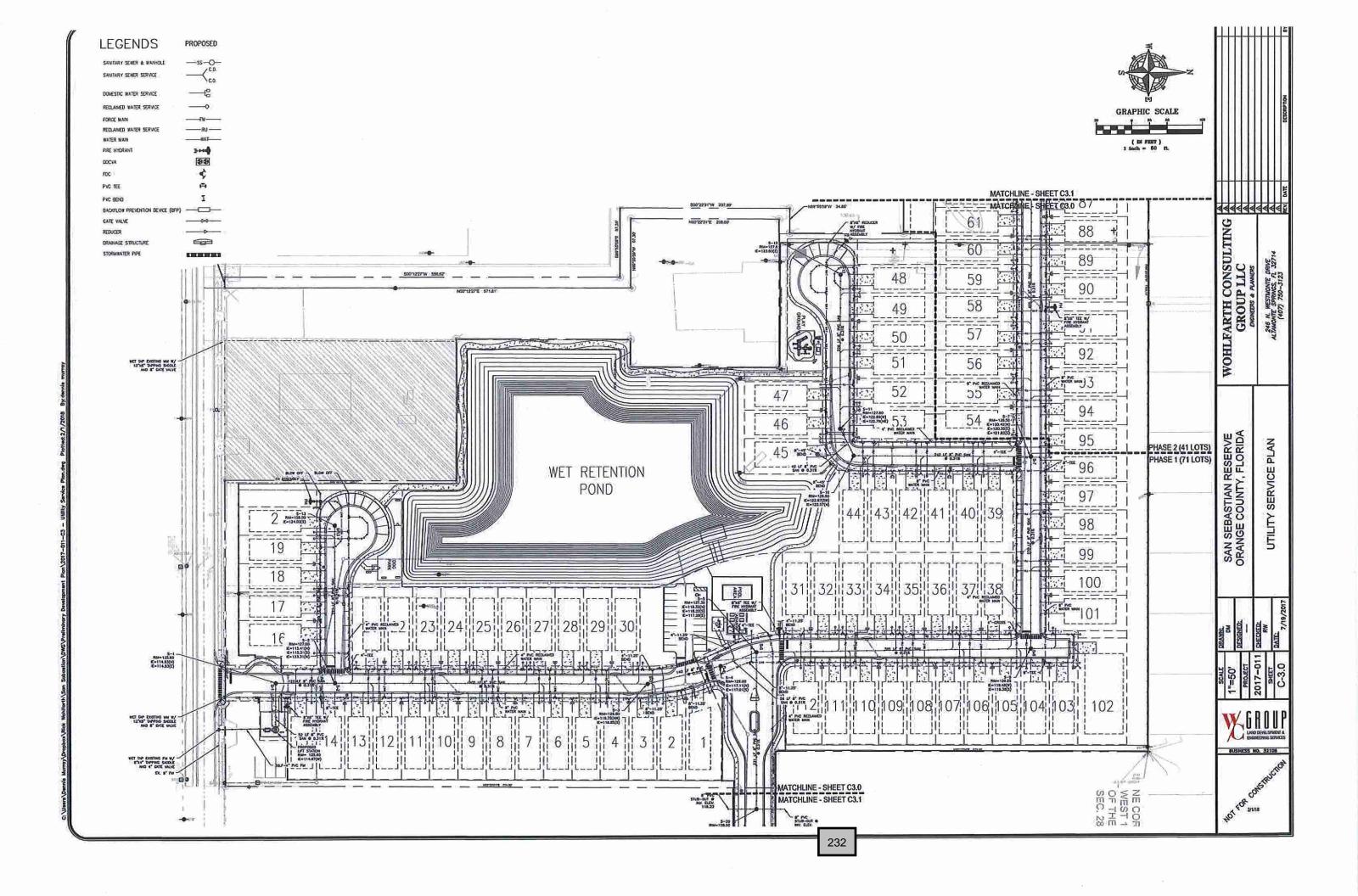


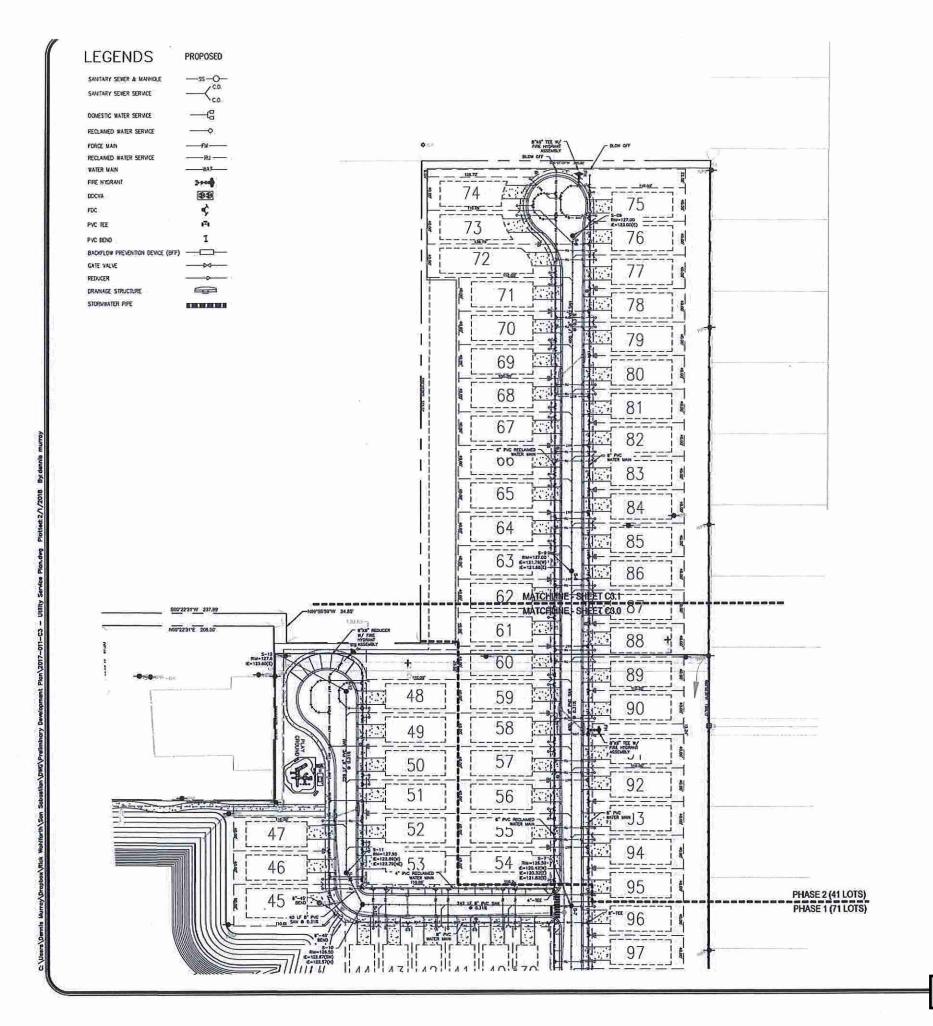




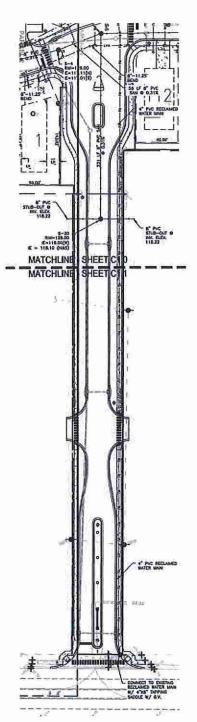




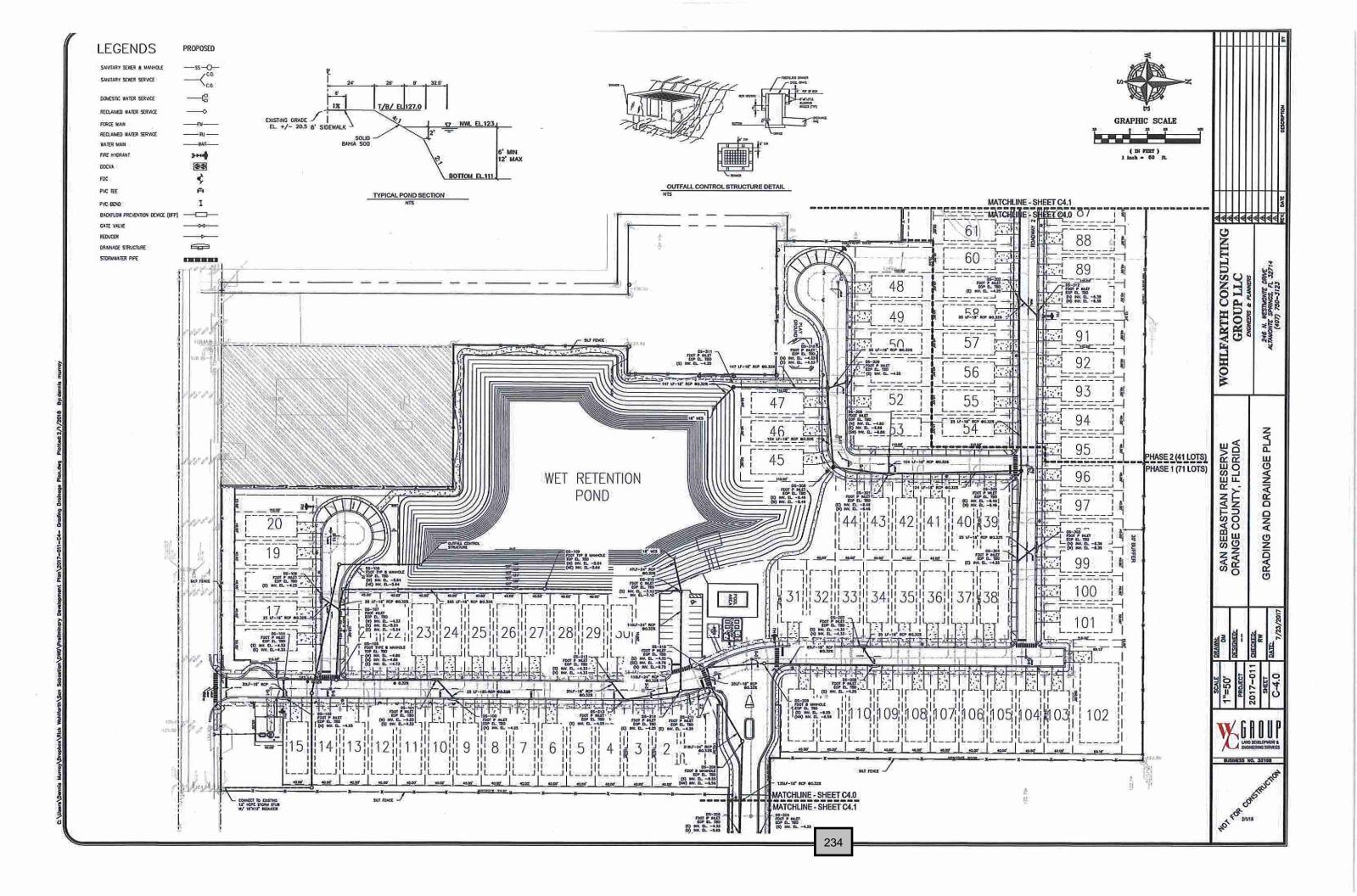


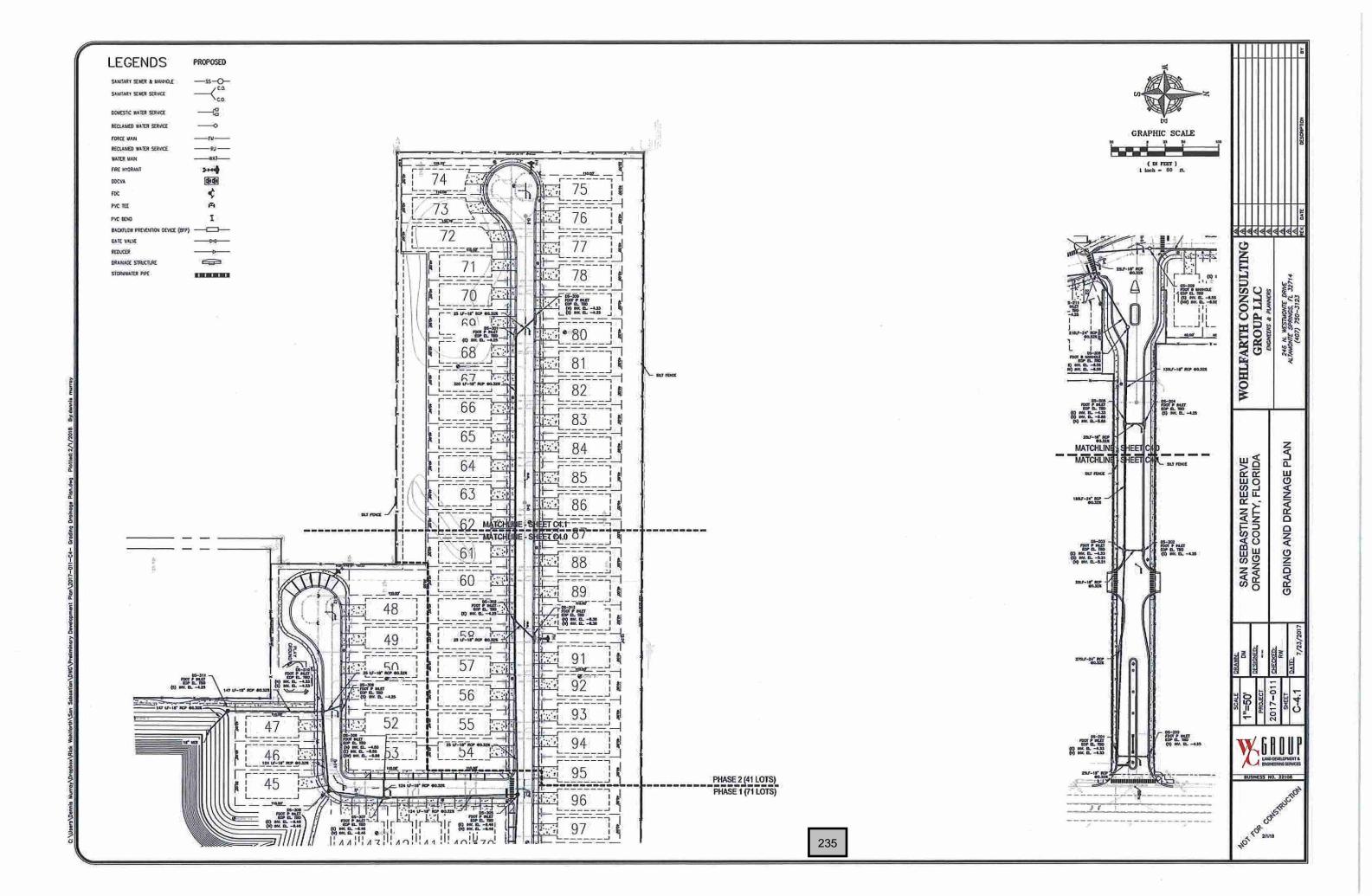






WOHLFARTH CONSULTING A GROUP LLC	246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, PL 32714 (407) 750—5123				
SAN SEBASTIAN RESERVE ORANGE COUNTY, FLORIDA	JTILITY SERVICE PLAN				
50' DESIGNED: ORANI	7-011 parckrop. -3.1 pare. 7/19/2017 UT				
SUSHESS I	FOR THE PROPERTY A SERVICES IN. SETION				

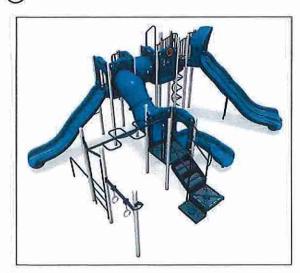




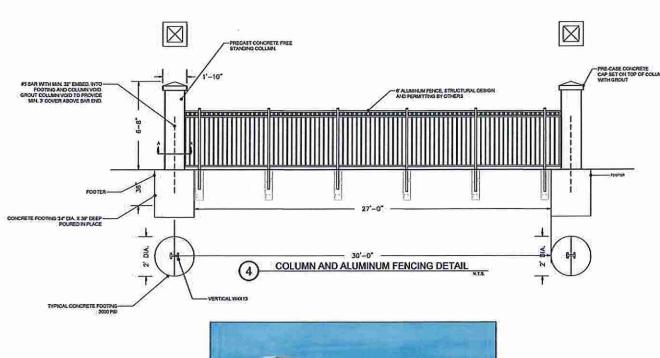
1 STACKED STONE RESIDENTIAL DETAIL



2 TYPICAL 6' PVC FENCE



3 PLAYGROUND



SAN SEBASTIAN RESERVE

5 COLUMN AND ALUMINUM FENCING DETAIL

EUSINESS NO. 32166

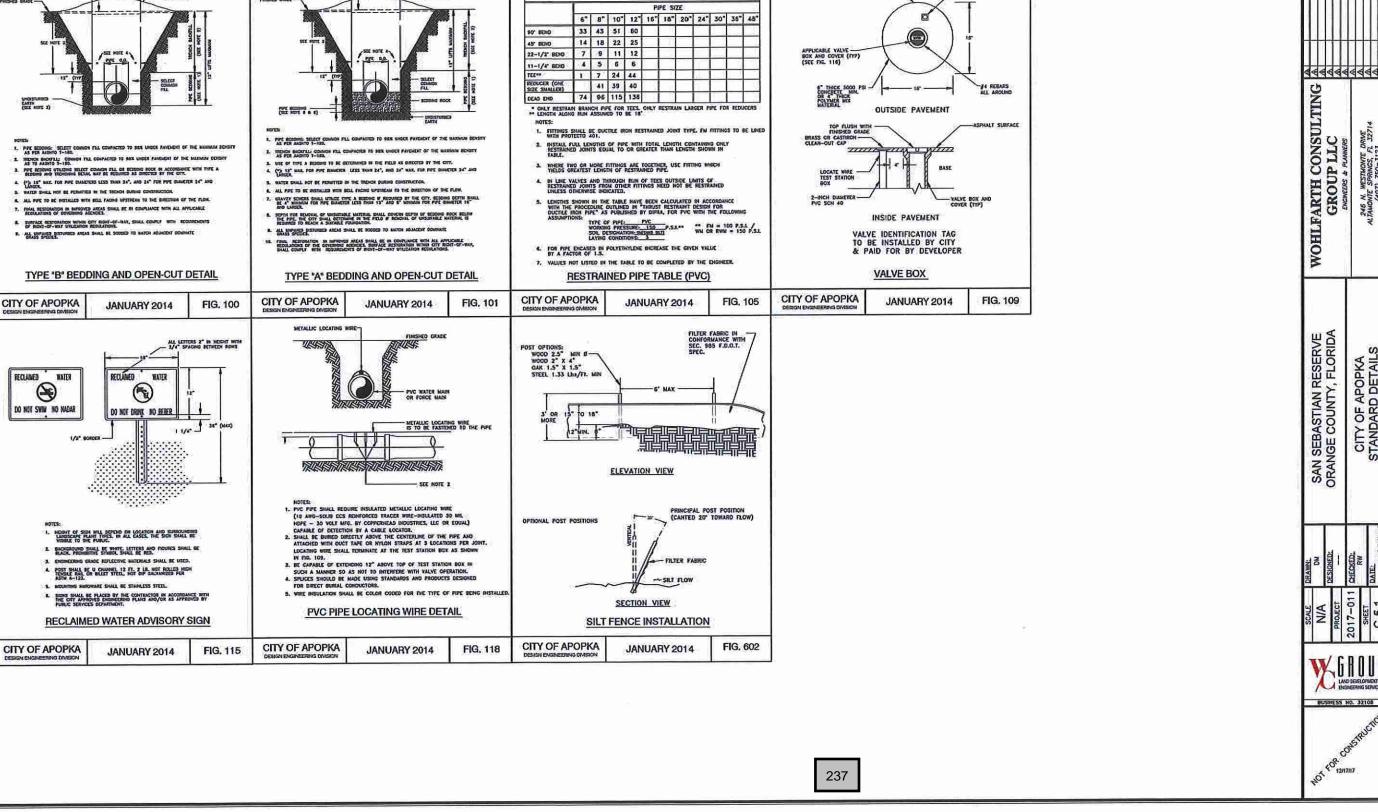
WOHLFARTH CONSULTING A GROUP LLC A GROUP GROUP A GROUP GROUP

SAN SEBASTIAN RESERVE ORANGE COUNTY, FLORIDA

GENERAL DETAILS

236

W/ SIE OF FIRE



NIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S). *

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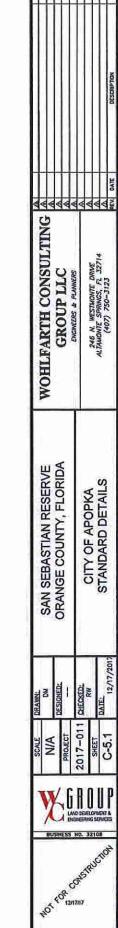
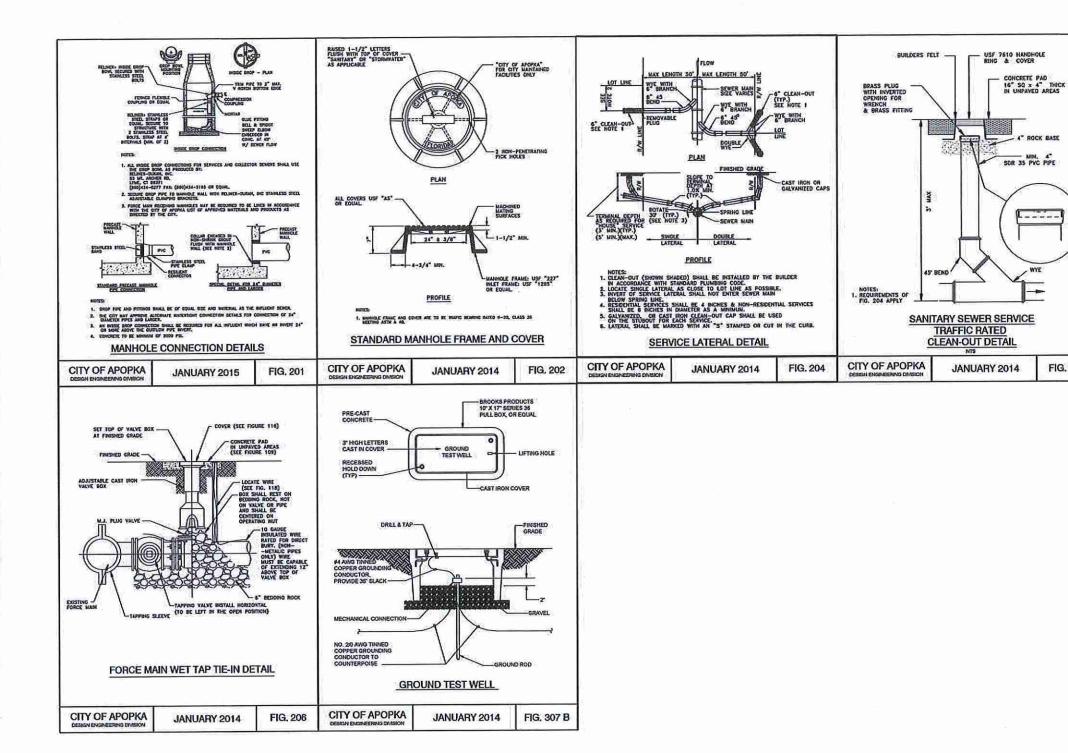
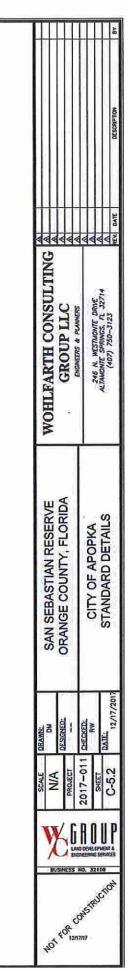
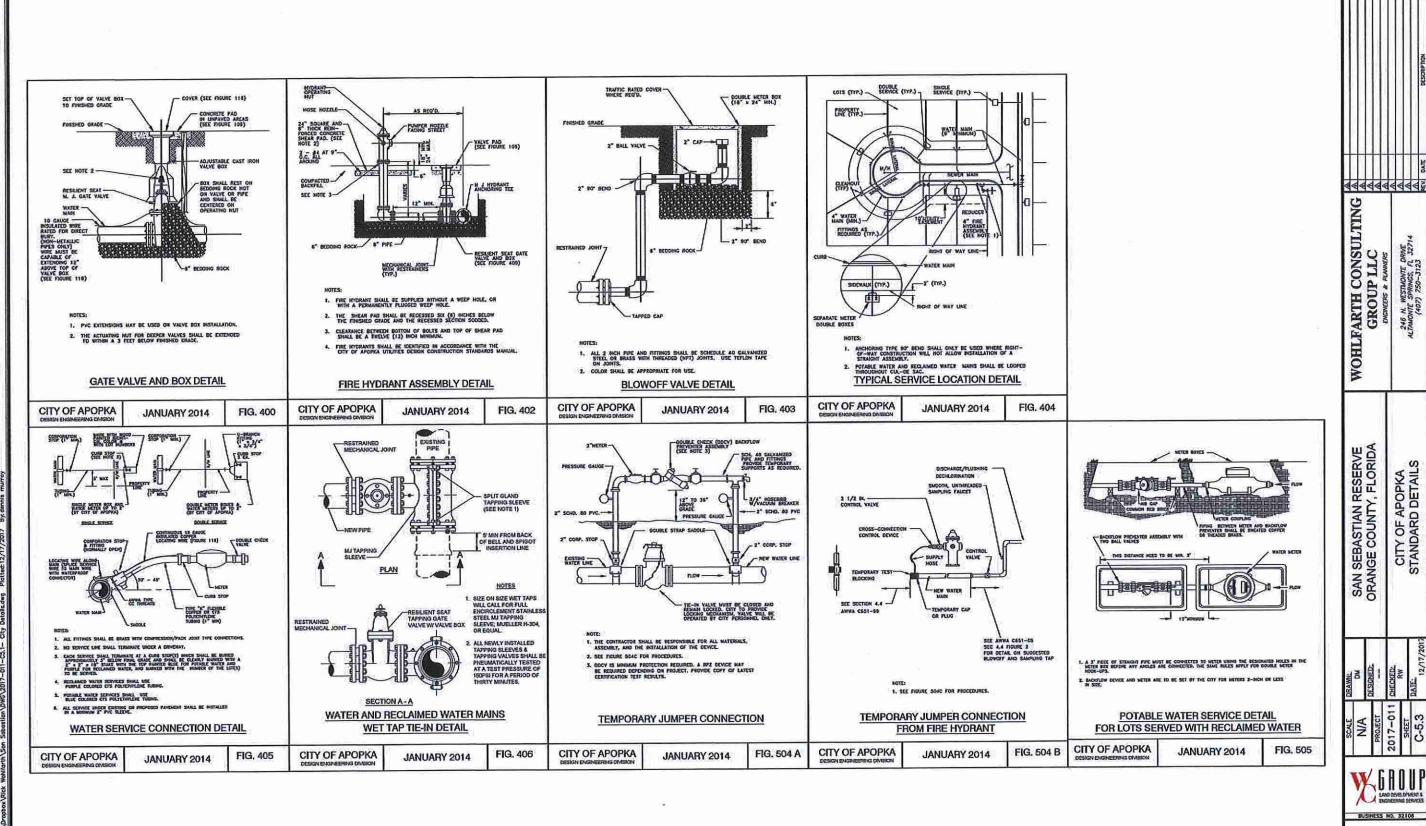


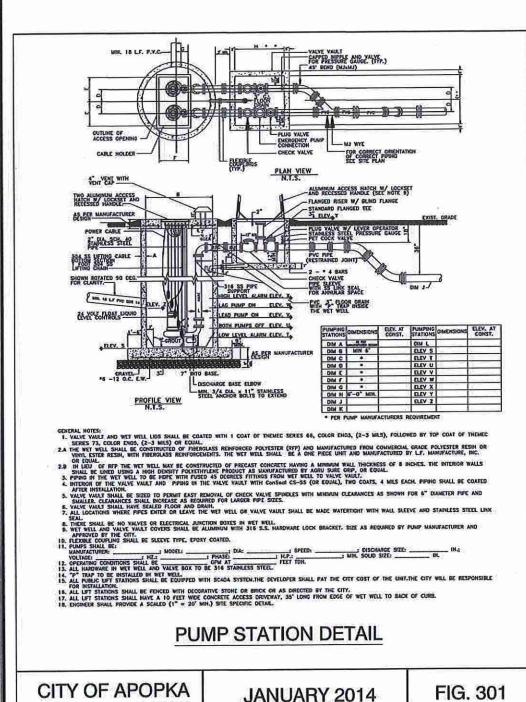


FIG. 205

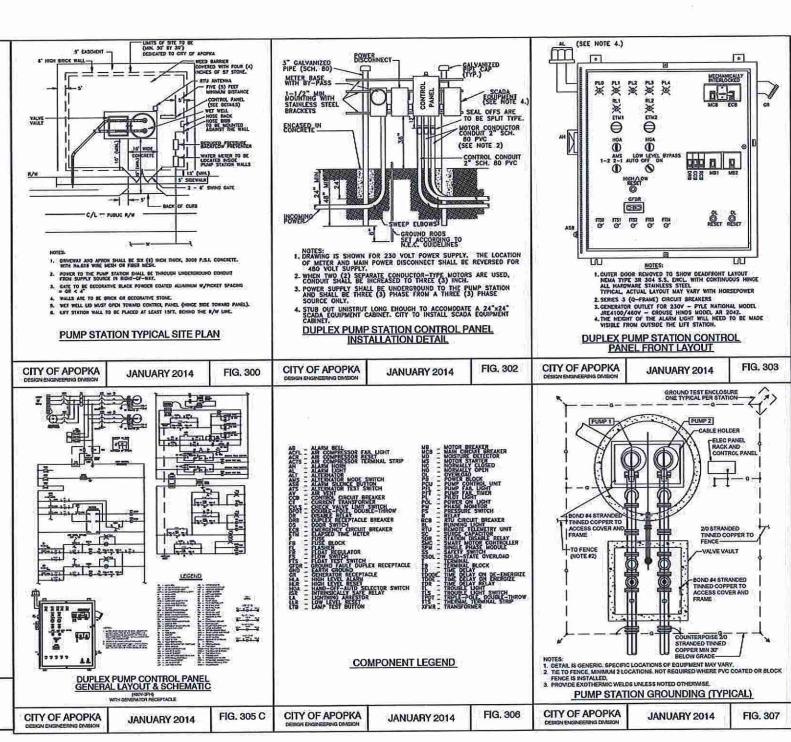


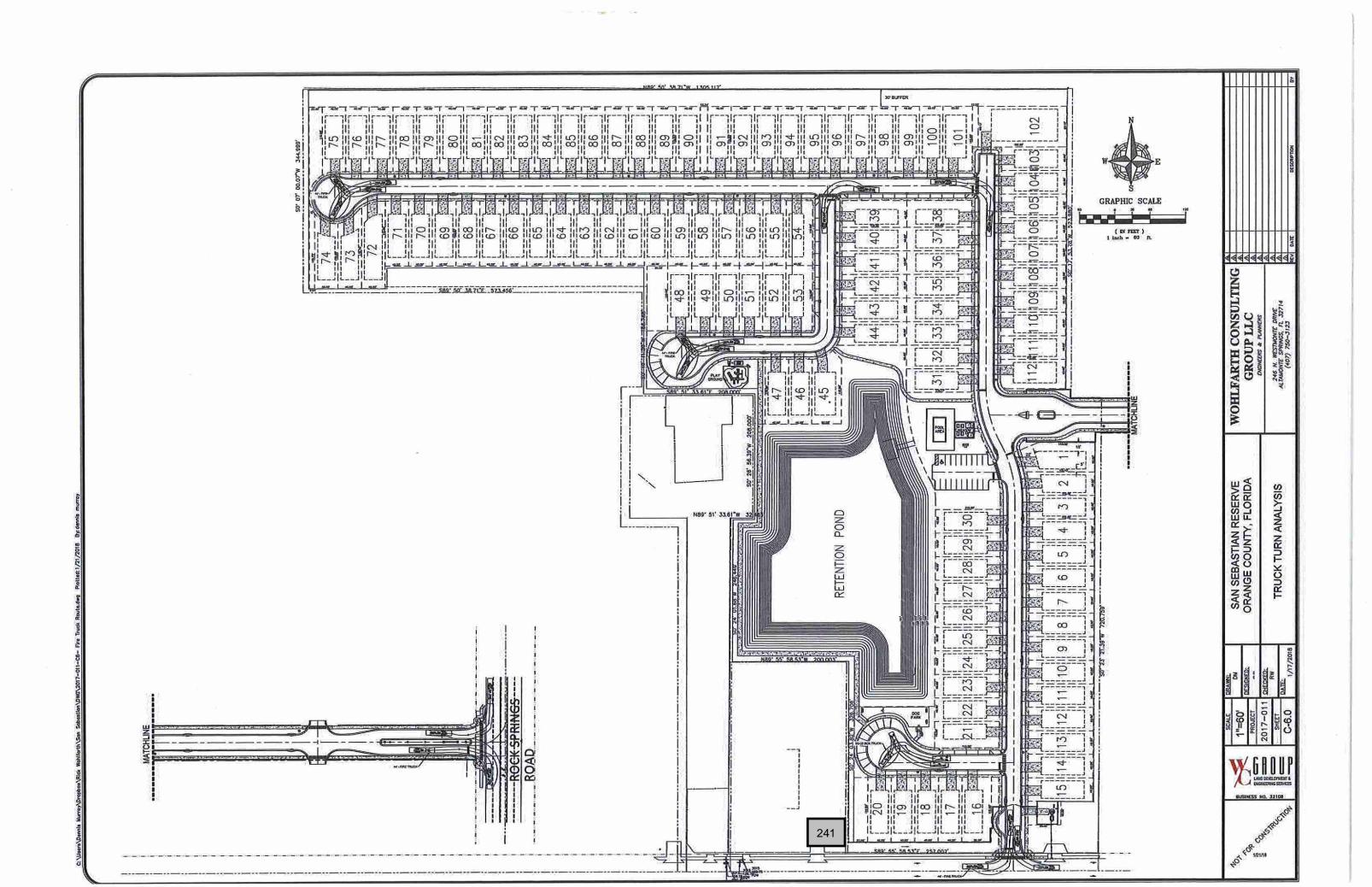






DESIGN ENGINEERING DIVISION





LANDSCAPE GENERAL NOTES

- All existing trees to semain and all relocated plant material shall be protected from damage or Injury and shall be barricaded or otherwise suitably flagged and protected from hisky.

 The Confactor shall be responsible for verifying all underground utilities prior to diggling in any area. The Confactor shall notify all recessary utility companies 48 hours minimum prior to diggling for verification of all underground utilities, intigation and sil other obstructions and coordinate with Countr's Representative prior to Initiating operations. Drawings are prepared according to the best information available at the time of preparing those documents.
- The Contractor is responsible to ensure proper watering and maintenance of new and relocated materials during the warranty period.
- Contractor is to report any discrepancies between the construction drawings and field conditions to the Owner immediately.
- The Contractor shall be responsible for the guarantee of all plant material foor a period of twelve (12) months from the date substantial completion. Substantial completion constitutes the beginning of guarantee period
- Contractor shall smillarize himselfbarself with existing site conditions prior to initiating planting. All existing site tunishings, paving, landscape and other elements to remain shall be protected from any damage throughout all construction phases unless otherwise noted.
- Landscape Contractor shall coordinate all work with related contractors and with the general consurction of the project in order not to impede the projects of the work of others or the Contractor's own work. Landscape contractor shall provide schedule of his/hart works two weeks in advance, beginning two weeks prior to commending landscape trade construction.
- Contractor shall be responsible to remove existing ground cover for all plant and beds as specified prior to planting redocated material. Contractor shall be responsible to reviace all protinons detailing landscape and hardscape areas damaged white completing planting hatalitation with sarre grass or materials: species to the satisfaction of the Owner.
- The Contractor shall bear all costs of testing of soils, amendments, etc. associated with the work and included in the specifications. Prior to commencement of the landscape planting work the Contractor shall provide complete soil tests with recommendations for the installation area.
- All form material that may need to be replaced shall be in full and strict accordance to Florida No. 1 grade, eccording to the "Grades and Standards for Nursery Plants", published by the Florida Department of Agriculture and Consumar Services, the project manual and/or specifications. Plant material in some cases may exceed Florida No. 1 grade in order to meet the minimum requirements for the project.
- Landscape Contractor shall field state the location of all plant material prior to initiating installation for the raview and approval of the Owner and/or Landscape Architect.
- Landscape Contractor shall field adjust location of plant material as necessary to avoid damage to all existing underground utilities and/or existing above ground elements. All changes required shall be comp at the Contractor's expense and shall be coordinated with the Owner at the Contractor's expense and shall be coordinated with the Owner
- 13. Any substitutions in size and/or plant material must be approved by the Landscape Architect or Owner prior to modification of the contract, purchating and delivery of plants. All plants with be subject to approval by Landscape Architect and/or Owner before planting car begin. Alt plant materials will not incode any plants considered to be
- Contractor shall refer to the landscape planting dataits, general notes and the project manual and/or specification turther and complete landscape planting instructions.
- 15. Landscape Contractor shall coordinate all planting work with permanent or temporary firigation work. Landscape Contractor shall be responsible for all hand waterings required by Owner to suppleme irrigation watering and rainfall. Lancscape Contractor shall be responsible for hand watering in all planting areas, regardlass of the elatus of existing or proposed irrigation.
- Landscape Contractor shall clean the work areas at the end of each working day. Rubbish and debris shall be coxected and deposited off-site delty. All materials, products and equipment shall be stored in an organized fishion as directed by the
- 17. Landscape Contractor shall regrate all areas disturbed by plant removal, relocation and/or installation work. Landscape Contractor shall replace (by equal size and quality) any and all existing plant material disturbed or damaged by plant removal, relocation, and/or installation work.
- Site distance concerns must be maiatained for clear site-visibility from thity (30) inches to serenty two (72) inches, tree trunks excluded as specified
- Guying / staking practices shall not permit nalls, screws, whes etc., to pendirate outer surface of tire or palm. Trees or palms rejected due to this practice shall be replaced at the Contractor's expense.
- Burlap material, wire cages, plastic straps, etc., must be cut and removed from top one third (1/3) of root ball. Romove all rylon/ non organic material
- 21. Trees grown in grow bags or grow bag type material are
- All plenting meterials shall meet or exceed Florida Grade# 1 as specified In: Grades and Standards for Nursery Plants and Part II, Palms and Trees,
- All installed lancscape and design specifications shall meet or exceed the minimum requirements as shown in the City of Apopka Development Code
- The Contractor shall not relocate ordernoish any existing trees or palms om site before appropriate tree relocation and cleaning and grubbing permits are obtained from the ADJ.

TREE PROTECTION AND RELOCATION NOTES

GENERAL NOTE:

GENERAL NOTE:
All trees and pains will be evaluated for protection and relocation. Relocated trees will be ed in accordance with the following specifications. Trees to be removed with the mitigated as

WORK TO BE PERFORMED AND WORK INCLUDED

Provide the following:

Prepare and regical trees and palms designated for relocation within the project repend and reducer trees and parts designated for resociation within the project boundaries into holding areas, to include all aspects of preparation, acclimatization, holding, relocation, protection, and maintenance.

Protection and care of existing tiers and pains to remain within the project boundaries.

- Installation and operation of temporary brigation system and hand watering as equired by these specifications,
- required by intese specifications.

 Establishment of holding areas as necessary is support the phasing of the project.
- Follow-up maintenance as required by these specifications.
 Labor, materials, equipment and services to complete all preparation, relocations and protection work as indicated on the drawlags, as specified herein, or both.

2.1 PREPARATION FOR RELOCATION OF TREES AND PALMS

- Crown Pausing
 All pruning on site shall conform to ANSI Standard A-300, 2001.
- B. Fertilization and Watering
- All Trees and Palms to be reincated shall be bested with welling agents, fertilizers.
- Aut Hees and Paints to be reduced using the served was wreating against person for other limitation, and soil confidences at the lime of relocation. See specifications. Form and maintain an earth berm 6° high outside the proposed root beil prior to watering and apply 3° approved molch within saucer. Water application shall saturate the root ball to its earlier depth.

C. Root Pruning

Watering
 All trees and pains to be relocated are to be provided with an automatic infigation system which provides 2 bubbler heads to each tree and pains, prior to root pruning.

Provide irrigation times, or battery powered valve to water trees to be relocated. Hand Provide intigation timer, or battery bewered value to value uses up an electrosist. Cash watering in flau of automatic system shall not be allowed, however hand watering shall be performed to avoid lapses should the automatic system be inoperable for more than 24 hours and during the Initial plenting period as specified.

Barricade all existing trees and palms with six foot (ℓ) chain link fence on other barricade

Root Pruning Technique - All tiers shall be excavated by digging a trench 35° deep, either by hand or with a trenching machina designed for this purpose. Hand cut broadles tree roots after trenching to produce clean cuts with a spills or treats. These 10 be root pruned shall have a minimum not bell size of 10° ps 1° to clayer measured at DBH for broad leaf trees, 30° for Sabal Palms, 42° for Coconst Palms. Sabal palms shall not required to the contraction.

Timing - All broadleaf Irees are to be relocated shallbe maintained for a minimum of ten (10) weeks after root pruning prixr to relocation. All calms except Sabal Palms, shall be maintained a minimum of four (4) weeks prior to relocation.

2.2 PELDICATION OF TREES AND PALMS

Preparation - Trees and paims shall be thoroughly soaked to the full depth of the root ball deally for seven consecutive days prior to relocation. Accurately locate position and elevation where all trees are intended to be plented, for vertication by Lundscape Architect. Verify that no overhead or underground utilities, existing or proposed, conflict with proposed locations.

Determine line of previous rect pruning and excavate around root mass to leave area outsid a line of root pruning undisturbed. Digging sharif be accomplished so as to produce clean cuts: on all roots without learing or spitting. Trenching shall be a reliations of 40° deep.

Trees shall be handled in such a way as to avoid damage to bark and limbs subject to support cables or chains. Attach padded support cables or chains at multiple points where possible..

Root balls shall be undercut prior to lifting. Do not force tree from ground prior to undercutting Ball depth to be determined upon assessing conditions at time of trenching, to keep intect the

Trees shall be properly wrapped during moving so tranks will not be scarred and damaged and to avoid broken limbs. Broken limbs or scarred trunts shall cause tree to be unacceptable and rejected at the Owner's option. Root balls and follage shall be kept most during all phases of exherition.

Partially backfil tree ofts with 12°cf approved planting soil prior to setting tree. This layer of soil to be thoroughly drenched prior to relocation to achieve a stable platform at the correct elevation so that the top of root ball is 1° above proposed grade.

Backfilling - Rood boltom foll layer to settle tree into best position and to remove air pockets. Confinue to flood root ball as planting soil is deposited to insure removal of all air pockets. Produce saucer to retain water per drawlogs.

Bracing - Support tree with machinery until bracing is complete. Buttresses may sup-separate trunks on multiple trunk trees. Maintain braces until completion of project.

Irrigation - Install bubbler heads on all trees and palers. Connect each tree's system immediately to water source. Additionally, all transplanted trees and palms shall be hard watered daily for a period of Stx (3) wanks after fransplanting. The trigetion system is designed for maintaining plant material only, and does not provide the volume of water required immediately after transplanting. Set time to run daily, to provide an aquivalent of 8° of rain peer week for 30 days, then reduce to equivalent of 3° per week.

2.3 PROTECTION AND CARE OF EXISTING TREES AND PALMS TO REMAIN

Watering - Existing irrigation shal remain operable to the greatest extent possible during construction. All on site trees to remain shall be supplied with temporary frigation to remain operable until permanent irrigation is operable. Existing trigation system to be demofished may be utilized as the temporary trigation system.

Barricading - Barricade all existing trees and palms with six fool (5') chain link (ence or other ward by Owner. Barricades shall be instalted at an offset distance two feet (2') pulside the tree drip line/edge of tree canopy to the extent practical, prior to any construction

SOIL PREPARATION AND SOIL MIX

- 1. All plants noted for removal shall be removed and properly disposed of off-site at contractor's expense unless
- Apply Roundup (manufactured by Monsanto Corp. or equal.) according to manufacturer's rate and specification
 within limits of all areas to be planted. Protect existing plants to remain from overspray or spray widthin root zone.
 Contractor to ensure both weed evadication from all areas to be planted.
- 3. Before replacing topself, rake subsolf surface clear of stones (1° diameter and larger), debris, rubbish, and remaining
- Scarify subsoil to a depth of six inches (6").
- Contractor to apply "Surflam" or equal, or approved pre-emergent herbicide in accordance with mamufacturer's rate and specifications.

PLANTING SOIL MIXES
 Existing soil may be used for planting mixes at owner's discretion if deemed suitable by lesting provided by southern laboratories to meet the required specifications.

SOIL CONDITIONERS

- Abunhum Sulfale: Manufachtrer's standard commercial grade.
 Peats: Federal Specifications O-P-166 Type 1, Class B, Sphagnum moss
 Peaticides: As recommended by applicable Agricultural Public Agencies
 Haribicides and Steri

- Fortilizer/ Anendments
 a. All fettilizers shall be manufactured from quality magerials, be free from impurities, uniform it is composition meet recognized dandards for effectiveness and be free flowing and suitables for application with approved equipment.
 b. All fertilizer shall be delivered to this site in bags or other convenient containers, each fully! I abeled, conforming to the applicable state fertilizer laws, bearing the grade and the trade name of the
- producer.

 Die Hard Root Reviver Endo and Ectomycor/izal loculant, as manufactured by Die hard,

- 1.800.628.5373 or approved equal.
 2. Die Hard Transplant One Step Endo and Eclomycorrizal Inoculant, as manufactured by (Die hard, 1.800.628.5373 or approved equal.
 3. Die Hard Transplant One Step Endo and Eclomycorrizal Inoculant, as manufactured by (Die hard, 1.800.628.5373 or approved equal.
 4. Time release, Palm Mix fortilize with minor elements or approved equal.
 5. Granular Triple Super Phosphala as manufactured by Mick. Agrico. 706.970.3000.
 5. Agriform Pixelling Tablets, 8-8-ë plus minors, as manufactured by Grace Sierra, 408.263.80080 or approved equal.
- approved equal. Scott's Turf Starter (16-25-12) or approved equal.
- Wetling agent to be Terra Sorb or approved equal.

 Soil conditioner to be "Super Lesco Wet", as manufactured by Lesco, Inc. or Approved Equal.
- 7. Florida peat shall be free of deterious naterials that would be harmful to plant growth, shall be free of nematodes, shall be of uniform quality, and shall have a pit value between £3 and £5 feat determ insel in accordance with ASTM E7D, Florida peat shall be stellited to make free of all viable and grass and other.
- 8. Topsoil shall be natural, fertile, agricultual soil capable of sustaining vigorous plant growth. It shall be of uniform composition throughout, with admixture of subsoil. It shall be free of stones, lumps, live pl ants an their roots, sicks, and other extreaseous matter. Spread to soid mixture to minimum depth of four linches (3 throughout all lawn areas and welve lindes (8*) in all areas to be landscaped.
- 9. Remove all rocks and other objects overone inches (1*) in cliamater
- Smooth all soil mixture to five Inches (5" below top of surrounding pavement edges. This allows room for 3" of mulch and 2" clear space below top of pavement.
- 11 Smooth tonsoil mixture to two inches (2") below this b grade in areas to be sodd ed.
- 12. Topsoil shall not be extremely acid or stilatine, nor contain texts substances which may be harmful to plant growth. The lopsoil of shall be in the range of pit 5.5 to 6.5. if necessary, the Contractor shall apply the appropriate soil amendments adjusting soil pit to assure a pit range of 5.5 to 6.5.
- 13. Finish grade all topsell areas to a smooth, even surface, assuring positive drainage away from the structures and ninate any low areas which may collect water
- 14. Contractor shall assure percolation and drainage of all planting piles prior to planting. Contractor will be responsible for all plants lost due to the ack of percolation.

PLANTING SPECIFICATIONS

- The Contractor is responsible for neintaining, in full at planting areas (incuding watering, spraying, mulching, moving, fertilizing, etc.) until the job is accepted, in full, by the Owner and/or Landscape Architect.
- All root balls shall conform to the age standards set forth in "American Standards for Nursery Stock".
- All plant material shall be protected during transport and delivery to final location with shade c toth or other acceptable means of windown prevention.
- All trees must be guyed or staked as shown in the details.
- Installation. Altiplant material shall be installed in a sound, workman, like manner and according to accepte pood planting and tree relocation procedures with the unity of plan materials as hereinafter described. All plements of landscaping shall be tratailed so as to meet all applicable and nances and code requirements.
- There shall be no chains or cables used on trees or pairs. Handle with two inch (2°) minimum width ny ∞
- Contractor shall assure drainege and percolation of all planting pits prior to installation of plant I material. Contractor shall fall all tree pits withwater before planting to assure that proper drainage and percolation available. Correct if regulated to assure percolation. Contractor is responsible for replacement of all planting the property of the property of the planting of the planting that the property of the planting that the property of the planting that the planting that the property of the planting that the planting due to inadequate drainage conditions
- Contractor to request final acceptance of project in writing. If all work is satisfactory and complete in itions of contact documents, then the Owner and the Landscape Arcl declars the project substantially complete.
- 9. Contractor to replace rejected plant material within one (1) week of written notice.
- Contractor shall mutch all plant material throughout and completely to a three inch (3°) depth of loose, weed free mutch as specified. Plant Material which is not installer at the direction of he landscape architect or o property of the contractor unless libecomes relocated on site. The Contractor sha credit for any plant material not installed on the site.

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LANDSCAPE NOTES (ORANGE COUNTY)

1) TO SCHEDULE A LANDSCAPE INSPECTION FOR ALL COMPLETED PERMITS, CALL ALL ASSOCIATED PERMIT IMBERS INTO THE AUTOMATED INSPECTION SYSTEM AT (407) 838-282 5 AND REQUEST A CODE "270 NUMBERS INTO THE AUTOMATED INSPECTION SYSTEM AT (407) 839-282 5 AND REQUEST A CODE "270" ZONING/LANDSCAPE MSPECTION, MISPECTIONS ARE CONDUCTED ON TUESDAYS AND PRIDAYS ONLY AND SHALL BE CALLED IN BY MIDNIGHT PRIOR TO DAY OF INSPECTION. ""ANY TREES DESIGNATED TO BE PRESERVED ON THIS PLAN BUT THAT ARE SUBSEQUENTLY REMOVED SHALL BE CONSIDERED A VIOLATION PER S.E. (15-281(E) AND AS UCH, SHALL BE REPLACED IN INCHES ON SITE AT A.21 RATIO (NON-SPECIMEN TREES). A NO AT A.1 RATIO (SPECIMEN TREES), AS AN ALTERNATIVE, THE VIOLATION MAY BE SATISFIED BY ANAMENT IN TO THE COUNTY TEEPE BIND AT A DATE OF CROSS PER LAND GOOD MAY DESCRIBED. PAYMENT IN TO THE COUNTY TREE FUND AT A RATE OF \$106 PER INCH AND \$212 PER INCH RESPECTIVELY PAYMENT IN TO THE COUNTY TIRE FUND AT A HARE OF STOP FINICH MID 222 FER WICH RESPECTIVELY.

OR BY SOME COMEINATION OF PLANTING AND PAYMENT, MITIGATION SHALL BE SATISFIED PRIOR TO

RELEASE OF ZONING HOLD(S). "** NEWLY PLANTED TREES SHALL BE INSPECTED FOR REMOVAL OF

READ FOR THE PAYMENT OF THE TOP OF THE ROOT BALL MIDTAL STAPPHING

HOOKS SHALL BE REMOVED OR BENT DOWN ALONG SIDE OF THE ROOT BALL AND COVERED WITH SOIL SO AS

TO NOT PROTRIDE ASDIVE GRADE MULCH SHALL BE APPLIED 12*-16* NAWY FROM THE TREE TRUNK IN

ORDER TO REDUCE INTERCEPTION OF WATER TO THE TREE ROOTS, GO TO HTTP://HORT.) FAS.UFL.EDUWOODY/OVER-MULCHING.SHTML FOR MORE INFORMATION

2) MULCH, PER SEC, 24-R(B)(4) SHALL BE ORGANIC AND SHALL ALL BE SPECIFIED IN PLANT BEDS AND AROUND INDIVIDUAL TREES, WHEN APPLIED TO TREES, MULCH SHALL NOT BE FLACED ON TOP OF THE ROOT BALL OR BE PLACED AGAINST THE TRUNK, MULCH SHALL BE APPLIED A MINIMUM OF 12" TO 18" FROM THE TRUNK FOR ANY SIZED TREE. MATERIALS THAT DO NOT BIODEGRADE SUCH AS ROCK AND SHELL, ARE NOT DEEMED ACCEPTABLE. FAILURE TO INSTALL MILCH (AND TYPE OF MULCH) AS PROVIDED IN THE SPECIFICATION ABOVE MAY RESULT IN A FAILED WISPOTTON. SEE HTTP://HORT.IFAS.UFL.EDU/WOODY/OVER-MULCHING.SHTML FOR MORE INFORMATION.

3) ALL AREAS TO RECEIVE 100% COVERAGE USING AN UNDERGROUND IRRIGATION SYSTEM WITH A RAIN SENSOR, IRRIGATION CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT OF INSTALLED

4) I HEREBY CERTIFY THAT THESE LANDSCAPE, IRRIGATION, AND TREE MITIGATION SHEETS ARE DESIGNED IN COMPLIANCE WITH THE ORANGE COUNTY CODE(S) CHAPTER 15 AND CHAPTER 24. THE IRRIGATION HAS BEEN CESIGNED AND WILL BE INSTALLED PER CHAPTER 37, SECTIONS 601-613.

5) THE IRRIGATION SYSTEM TO BE INSTALLED WILL BE A TEMPORARY SYSTEM FOR THE PURPOSE OF ESTABLISHING PLANT MATERIAL. 6) ALL EXISTING INVASIVE EXOTIC PLANTS, AS LISTED ON THE FLORIDA EXOTIC PEST PLANT COUNCIL'S INVASIVE SPECIES LIST SHALL BE REMOYED, (ANY DISTURBANCE OF WETLAND AREAS REQUIRES COMPLANCE WITH CH-15 OF THIS CODE AND REVIEW BY THE COUNTY'S ENVIRONMENTAL PROTECTION DIVISION.)

RESEDENTIAL PSP NOTES:

- 1. Residential PSPIII s shall comply with Section 15-306 concerning minimum number of trees per lot. 2. Any trees proposed to be preserved on this approved PSP tree preservation plan that are subsequently removed, shall be considered a violation and as such shall be replaced (in inches) on site at a 2:1 ratio for Nonspecimen trees and at 4:1 for Specimen trees per Section 15:281(e). As an alternative, the violation may be satisfied via payment into the Orange County Tree Fund or by some combination of payment and onsite planling. The current fee, as may be amended by the BCC, is \$106,00 per inch. Mitigation must take place at time of permitting (or the recording of the plat, if the violation is discovered prior to platting). The removal of such trees, if any, shall not result in a net loss in the required number of trees per Section 15-306 of the
- 3. Tree removal miligation per lot is the responsibility of each lot owner and shall be consistent with this tree survey / removal / replacement plan.
- 4. Any trees proposed to be preserved on this plan shall not have any fill or excavation at points closer than six feel from the base of the tree or at the radius of the drip-line of the protected tree or stand of trees,
- windower is greater.

 5. Payment of any tree milligation fees shall take place prior to the recording of the plat.

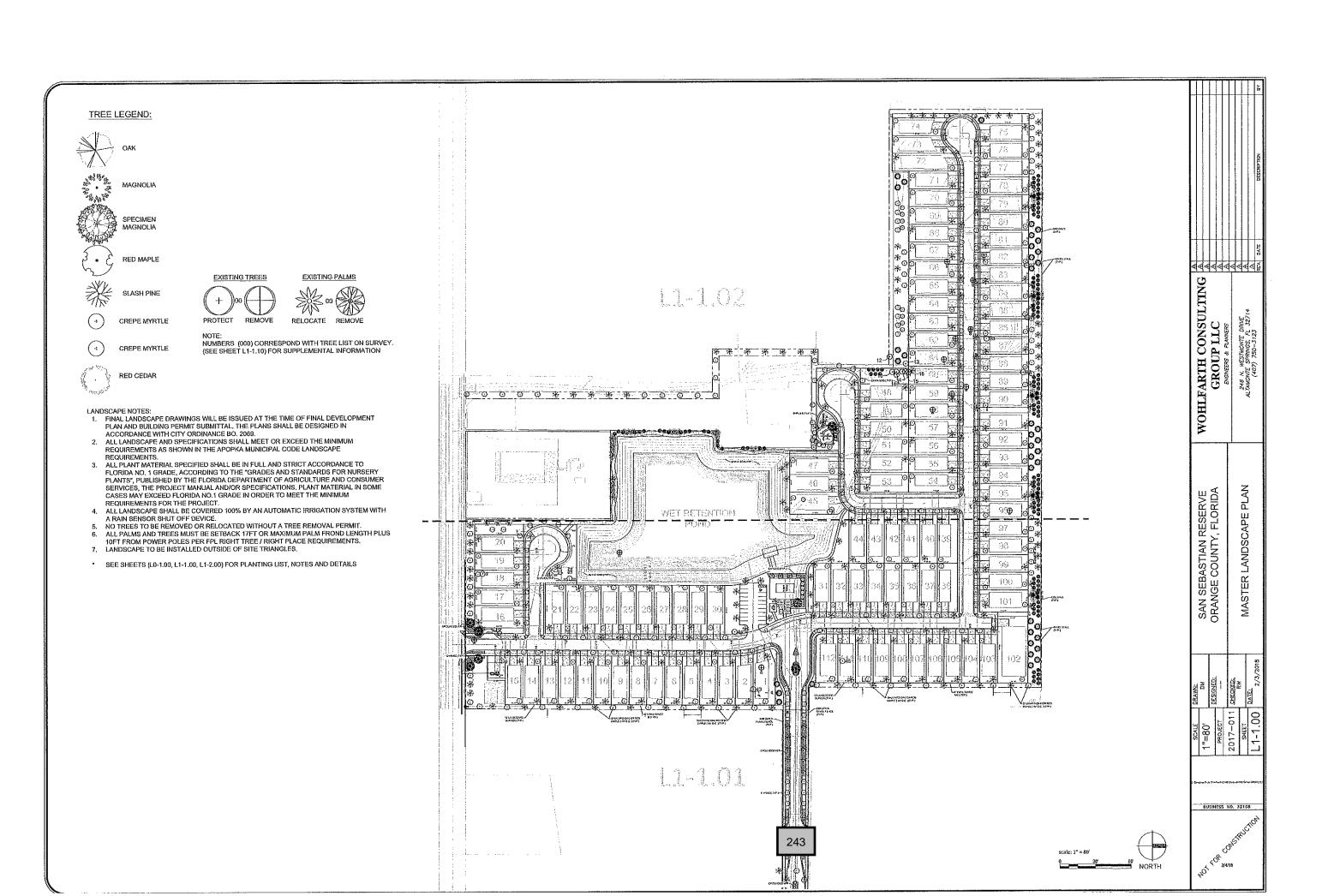
 6. A Tree Preservation/Milligation Plan is included with this PSP submittal. Due to final site engineering evaluation, up to (but no more than) 10% of the amount of trees (in inches) shown to be preserved may be evaluation, by the other increases and in the submitted and approved by the Zoning Arbor Office prior to removals. Such removals and miligations shall be in accordance with regular mitigation requirements, and shall not be considered a violation. However, any proposal or removal of more than 10% shall require that the Tree Preservation/Mitigation Plan (and PSP) return to DRC for a Change Determination, where the proposal for excess removal may be considered a Substantial Change, and/or may consider the removals to be a violation of the Tree Preservation/Miligation Plan (and PSP) thereby requiring penalty mitigation to be provided.

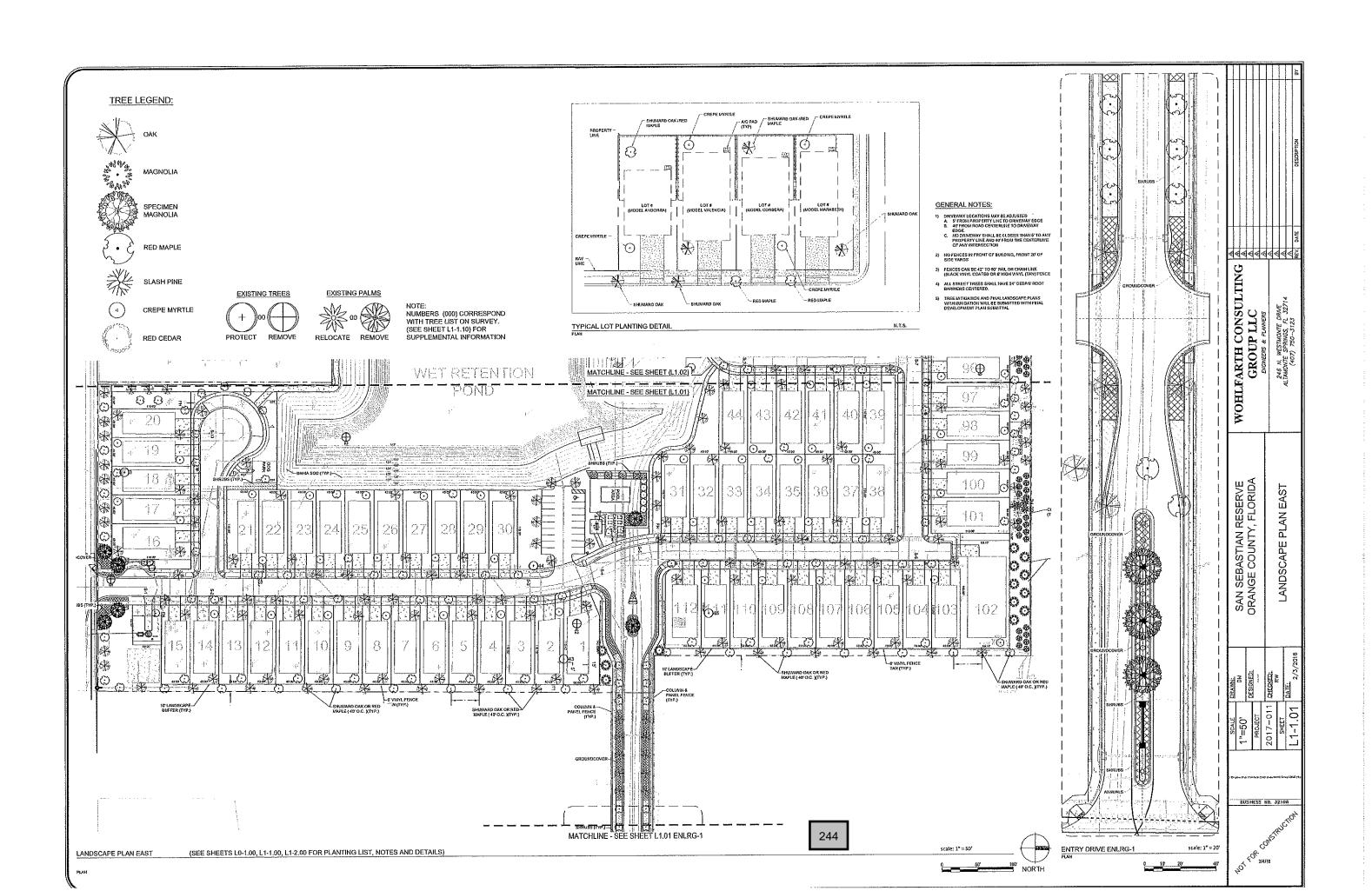
48 HOURS BEFORE YOU DIG 1-800-432-4770 or 811 IT'S THE LAW IN FLORIDA

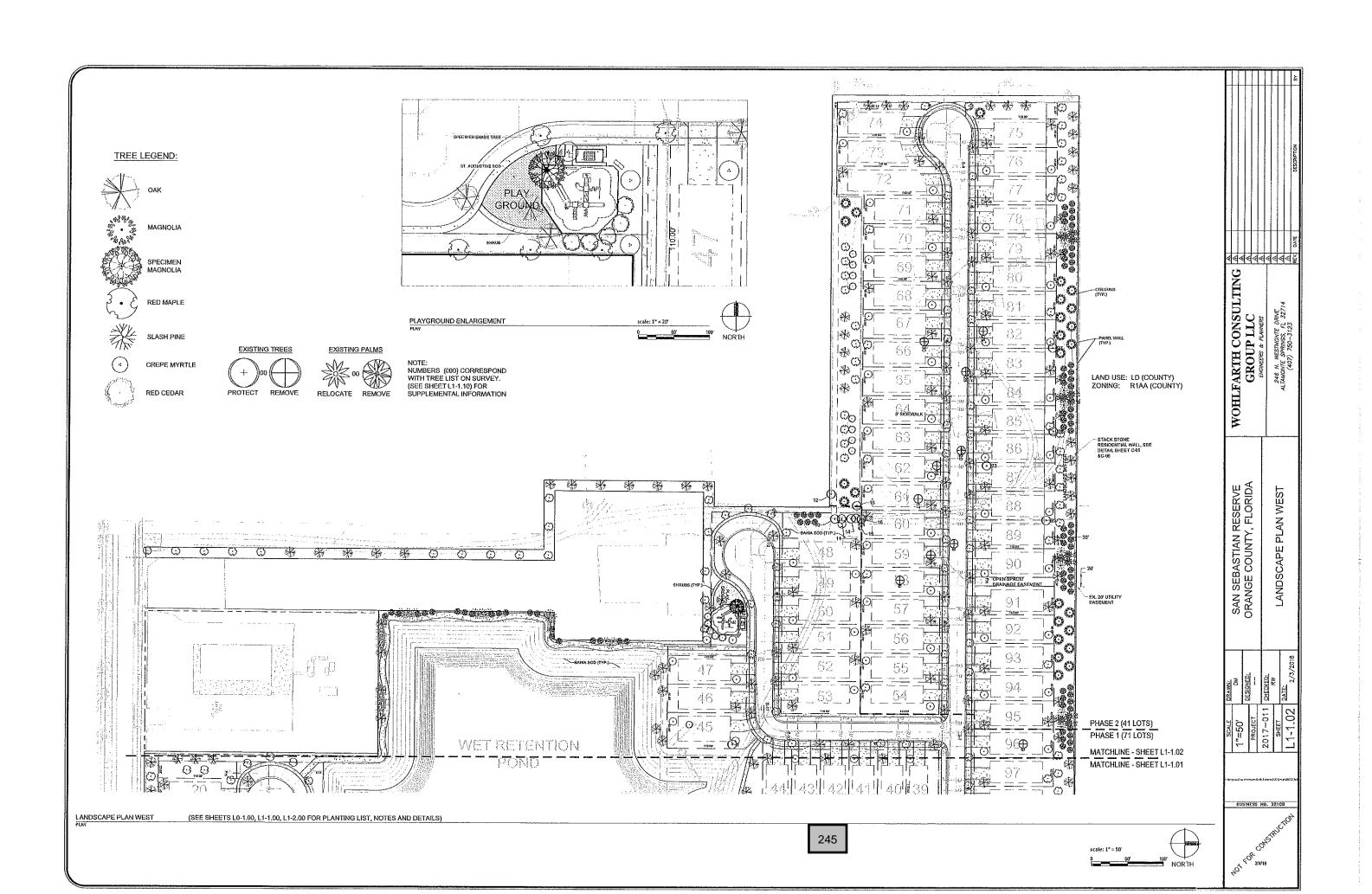
۲b FARTH CONSULTING GROUP LLC

ENGINEERS & PLANNERS 246 N. WESTMONTE DRIVE TAMONTE SPRINGS, FL 3271 (407) 750~3123 SAN SEBASTIAN RESERVE DRANGE COUNTY, FLORIDA NOTES **IDSCAPE** 8 BUSINESS NO. 32108

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N. 2016		0, 11, 0,			NGE COUNTY FL.	
TREE#	DISPOSITION	TYPE (SCIENTIFIC)	. TYPE (COMMON)	OBH	GENERAL NOTES	
1	Protect	Quercus virolniana	Live Oak	24" DBH	Lot 45 Side Yard	
2	Remove	Quercus virginiana	Live Oak	15" DBH	In Lake	
3	Protect	Quercus virginiana	Live Oak	28° DBH	Lot 18 Back Yard	
4	Remove	Quercus laurifolia	Laurel Oak	40" DBH	Lester Entrance Tree Rot	
5	Remove	Quercus laurifolia	Laurel Oak	38" DBH	Lester Entrance Tree Rot	
6	Remove	Acer rubrum	Florida Red Maple	12" DBH	Lot 59	
7	Remove	Quercus virginiana	Live Oak	10" DBH	Dead	
В	Remove	Quercus virginiena	Live Oak	8" D8H	Lot 96	
9	Remove	Quercus virginiana	Live Oak	16" DBH	Lot 96	
10	Protect	Quercus laurifolia	Laurel Oak	10° DBH	Adj Lot 60-61 Clean and Trim Branch	
11	Protect	Quercus laurifolla	Laurel Oak	10" DBH	Adj Lot 60-61 Clean and Trim Branch	
12	Protect	Quercus laurifolia	Laurel Oak	15" DBH	Adj Lot 60-61 Clean and Trim Branch	
13	Protect	Sabal palmetto	Sabal Palm		Adj Lot 60-61 Clean and Trim Fronds	
14	Protect	Quercus laurifolia	Laurel Oak	6" DBH	Adj Lot 60-61 Clean and Trim Branch	
15	Protect	Quercus laurifolla	Laurel Oak	6° DBH	Adj Lot 60-61 Clean and Trim Branch	
16	Protect	Quercus lautitolla	Laurel Oak	6" DBH	Adj Lot 60-61 Clean and Trim Branch	
17	Remove	Swietenia mahagoni	Mahogany Tree	15" DBH	Lot 61	
18	Relocale	Sabal paimetto	Sabal Palm	30' CT Double	Lot 59 Reforated to Buffer	
19	Remove	Quercus laurifolia	Laurei Oak	18" DBH	Lot 62	
20	Remove	Quercus laurifolia	Laurel Oak	30" DBH		
21	Relocate	Livistona chinensis	Chinase Palm		Twins Relocated to Buffer	
22	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer	
23	Protect	Quercus laurifolia	Laurel Oak	34" D8H	Lot 87	
24	Relocate	Sabal palmetto	Sabal Palm	15°CT	tot 88 - Lot 89 Relocated to Buffer	
25	Protect	Quercus laurifolia	Laurel Oak	10° DBH	Twins Lot 88 - Lot 89	
25	Protect	Quercus laurifolia	Laurel Oak	30, DBH	Lot 85	
27	Protect	Quercus laurifolia	Laurel Oak	24" DBH	Lot 82	
28	Remove	Quercus laurifolia	Laurel Oak	36" DBH	Road	
29	Remove	Quercus laurifolia	Laurel Oak	40° DBH	Lot 82	
30	Remove	Quercus laurifolia	Lawel Oak	36" DBH	Łot 66	
31	Relocale	Sabal palmetto	Sabal Palm		Lat 67 Relocated to Buffer	
32	Relocate	Sabal palmetto	Sebal Pelm		Lot 67 Relocated to Buffer	
33	Relocale	Sabal palmetto	Sabal Palm		Lot 67 Relocated to Buffer	
34	Relocate	Sabal palmetto	Sabal Pam	_	Relocated to Buffer	
35	Relocate	Sabal palmetto	Sabal Pa'm		Relocated to Buffer	
36	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer	
37	Relocate	Sabai palmetto	Sabal Pa'm		Relocated to Buffer	
38	Refocate	Sebal palmetto	Sabal Palm		Relocated to Buffer	
39	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer	
40	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer	
41	Relocate	Sabal palmetto	Sabai Palm		Relocated to Buffer	
42	Remove	Quercus virginlana	Live Oak	48" DBH	lot 111	
43	Protect	Quercus virginiana	Live Oak	43" D8H	Lot 1 - Lot 2	
44	Protect	Quercus virginiena	Live Oak	48" DBH	Rec. Entrance { Tree in distress	
45	Protect	Quercus virginiana	Oak Cluster	12-30" " OBH	Łot 111	

Trees	- :			·····							
2 1/2" bdh/8' at planting											
Mature Height at 25'											
						Required	Total Regulred	Provided	Total Pro	vided	Differen
Lots	3	Per Unit				112	336		224		-112
Street (30' on center/25'	from corn	<u> </u>	 				 		 	 	
		Ĭ									
Street A		1860	1			52	235	47	176		-59
Street B		520				17		13	T	1	- " "
Street C		2160				72		54			
Street D		1100	1			37		28	1		
Street E		1400				47		35			
Buffer		fength	Required	Width	SF	1			-		_
South Lester Road		304.9	10	20	6098	11			19		
East, South of Entrance		700	5	10	7000	12			18		
East, North of Entrance		510	5	10	5100	9			13		
West, Lester to Lot 61		1390	5	10	13900	24			44		
South, Lat 61 to Lat 74		570	5	10	5700	10			25		
West		345	5	10	3450	6			9		
Tract I1		430		35	15050	1			25		
North		1305	5	30	39150	23		1	103		
Primary Entry		190	6			- 6	96		34	290	
					V	<u></u>	667		690	l	
									TOTAL RE	QUIRED	667
									TOTAL PR	OVIDED	667+
Coda Requirements											
.ot Trees			3 Trees fo	r Lot		I	Develop	ment Design	Guideline	s, July 2016	
Street Trees		1 tree per	30', 25' fra	m Intersec	lon		Develop	ment Design	Guideline	s, July 2016	
Buffer Trees	3 1/2 inch	(dbh) Per :	1,000 sf [ba	sed on rea	uired buffer)						

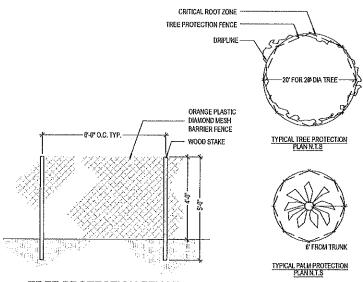
NOTES:

- FINAL LANDSCAPE DRAWINGS WILL BE ISSUED AT THE TIME OF FINAL DEVELOPMENT PLAN AND BUILDING PERMIT SUBMITTAL. THE PLANS SHALL BE DESIGNED IN ACCORDANCE WITH CITY ORDINANCE BO. 2059.
- ALL LANDSCAPE AND SPECIFICATIONS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS AS SHOWN IN THE APOPKA MUNICIPAL CODE LANDSCAPE REQUIREMENTS.
- SHOWN IN THE APOPKA MUNICIPAL CODE LANDSCAPE REQUIREMENTS.

 ALL PLANT MATERIAL SPECIFIED SHALL BE IN FULL AND STRICT ACCORDANCE TO FLORIDA NO. 1
 GRADE, ACCORDING TO THE "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY
 THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, THE PROJECT MANUAL
 AND/OR SPECIFICATIONS. PLANT MATERIAL IN SOME CASES MAY EXCEED FLORIDA NO.1 GRADE IN
 ORDER TO MEET THE MINIMUM REQUIREMENTS FOR THE PROJECT.

 ALL LANDSCAPE SHALL BE COVERED 100% BY AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN
 SENSOR SHUT OFF DEVICE.

- 5. NO TREES TO BE REMOVED OR RELOCATED WITHOUT A TREE REMOVAL PERMIT.
 6. ALL PALMS AND TREES MUST BE SETBACK 17FT OR MAXIMUM PALM FROND LENGTH PLUS 10FT FROM POWER POLES PER FPL RIGHT TREE / RIGHT PLACE REQUIREMENTS.
 7. LANDSCAPE TO BE INSTALLED OUTSIDE OF SITE TRIANGLES.
- * SEE SHEETS (L0-1.00, L1-1.00, L1-2.00) FOR PLANTING LIST, NOTES AND DETAILS



TREE PROTECTION FENCE SECTION & PLAN

SCALE

TREES	CODE	QTY	BOTANIAL NAME	planting requirement value COMMON NAME	MIN CONT	SIZE	DBH
·	qus	272	Quercus shumordii	Shumard Oak	45 Gal.	10'-12' Ht 5'-6' Sprd.	2.5in
	MAG-S	9	Magnella grandiflora	Southern Magnolia - Specimen	200 Gal.	9'-12' Ht 10' Sprd.	3.5ln
	MAG-S	38	Magnolla grandiflora	Southern Magnolia	100 Gal.	10' Ht 5' Sprd.	2.5în
	JUS	22	Juniperus silicicola	Southern Red Cedar Tree	45 Gal.	8'-10' Ht 4'- 5' Sprd.	2.5in
	ACR	190	Acer rubrum	Florida Red Maple	45 Gal.	12'-14" Ht 6'-8' Sprd.	2.5in
	PIE	105	Piaus eiliottii	Slash Pine	45 Gal.	12'-14' Ht 5' Sprd.	2.5in
	LAS	106	Lagerstraemia spp.	Crape Myrtle	30 Gal.	10'-14' HI. Standard	2.5in
PALMS	CODE	QTY	BOTANIAL NAME	COMMON NAME	MIN CONT	SIZE	DBH
	LIX	1	Livistonia chinensis	Chinese Fan Palm		Existing	
	SPX	38	Sobal polmetto	Sabal Palm	Field Grown	B' - 20' Ht. Grade #1	
SHRUBS	CODE	· QTY	BOTANIAL NAME	COMMON NAME	MIN CONT	SIZE	NOTES
	ILV		ilex Vomitoria	Yaupon Holly	5 gal.	36" Ht.	30°o.c.
	ιοτ		Loropetalum chinense	Chinese fringe flower	5 gał.	36" HL	30°o.c
	VIS		Viburnum suspensum	Mapleleaf	S gal.	36" Ht.	30°o.c.
	JAS		Jasminum simplicifolium	Wax Jasmine	5 gal.	36" Ht.	30°o.c.
ROUNDCOVER	CODE	QTY	BOTANIAL NAME	COMMON NAME	MIN CONT	SiZE	NOTES
	ANN		Anguals	Annual Mix	FLAT	CONTRACTOR TO VERIFY	
	PAN		Pospalum notalum	Bahla ≤od		CONTRACTOR TO VERIFY	weed free
	srs		Stenotophrum secundotum	St. Augustine Sod		CONTRACTOR TO VERIFY	weed free
	ASJ		Asiotic famine	Asian Jasmine		CONTRACTOR TO VERIFY	weed free
	ARG		Arachis globrota	Perennial Peanut		CONTRACTOR TO VERIFY	weed free
				JNTY FLORIDA MUNICIPAL CODE ME OF FINAL DEVELOPMENT PLAN		5.	

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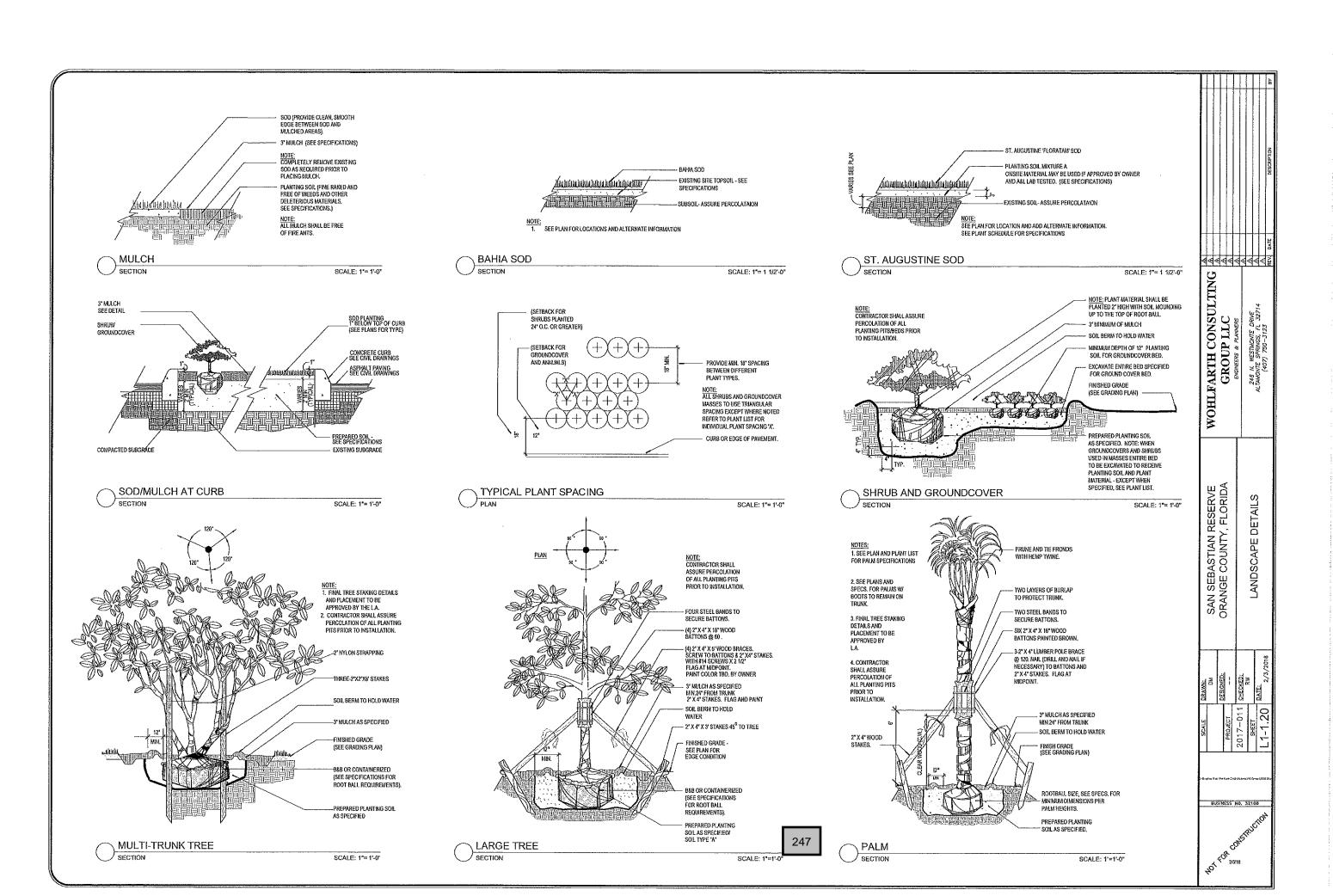
WOHLFARTH CONSULTING GROUP LLC

245 N. W

PLANTING LIST AND REQUIREMENTS

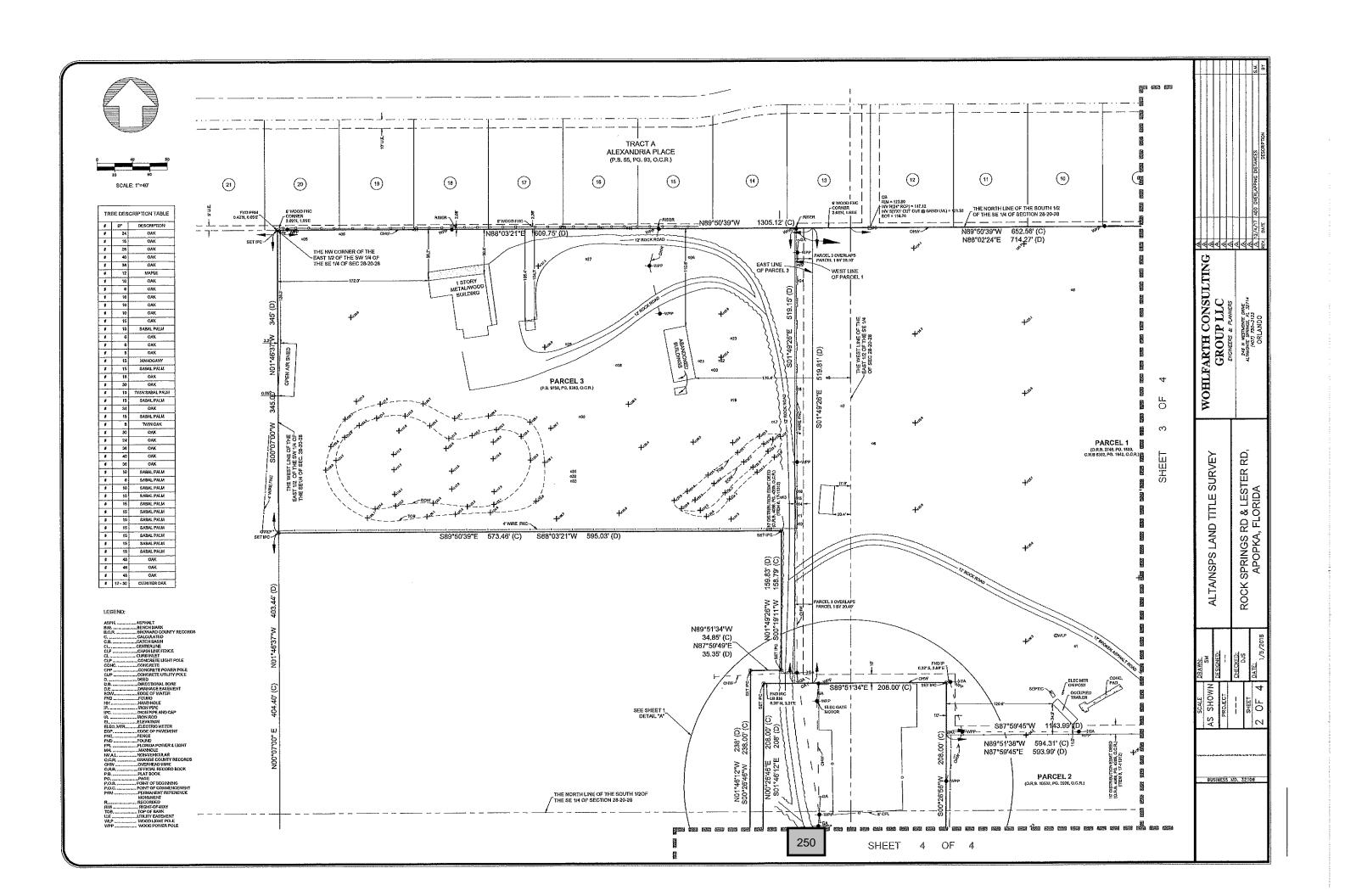
SAN SEBASTIAN RESERVE ORANGE COUNTY, FLORIDA

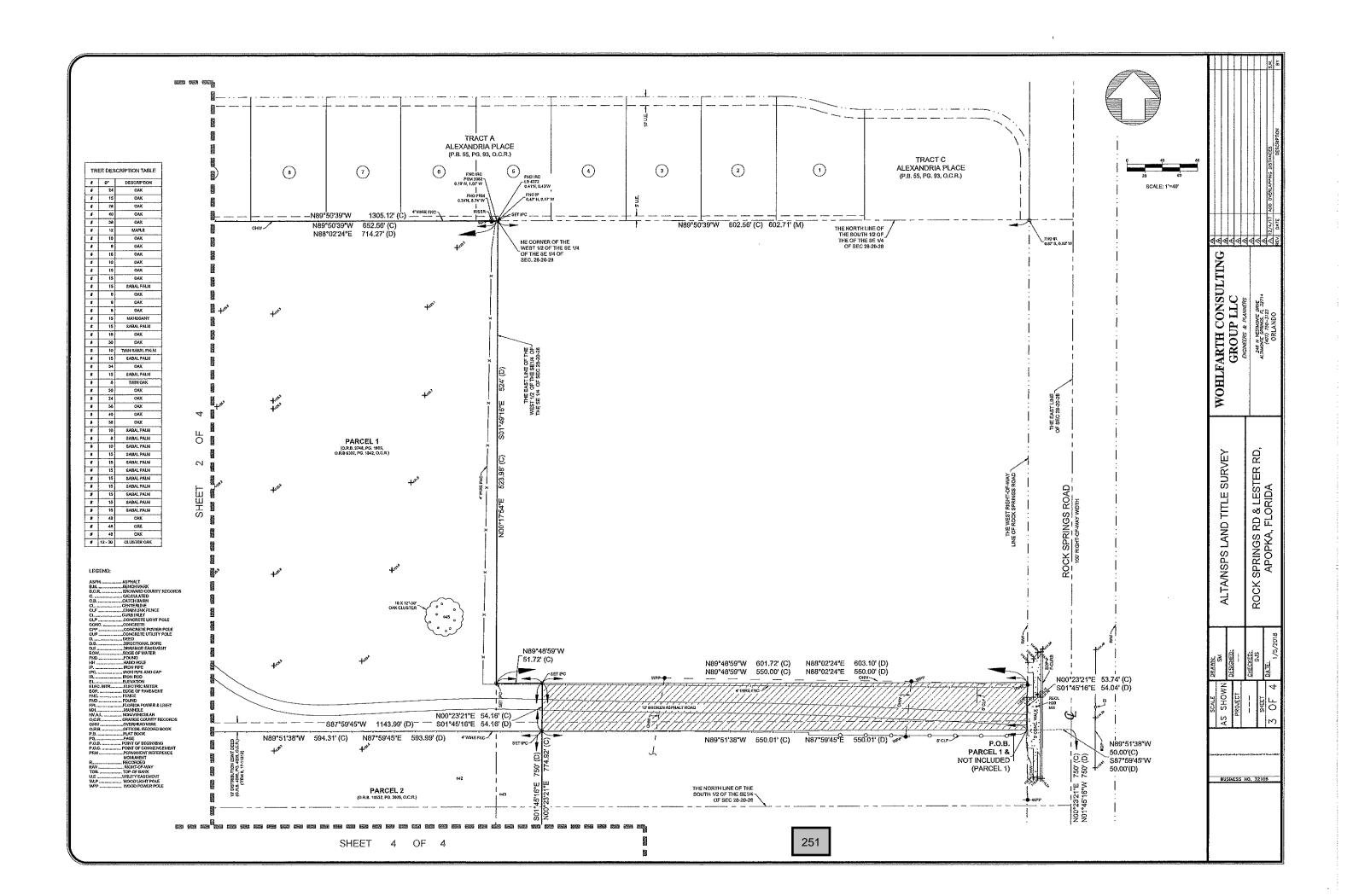
BUSINESS NO. 32108

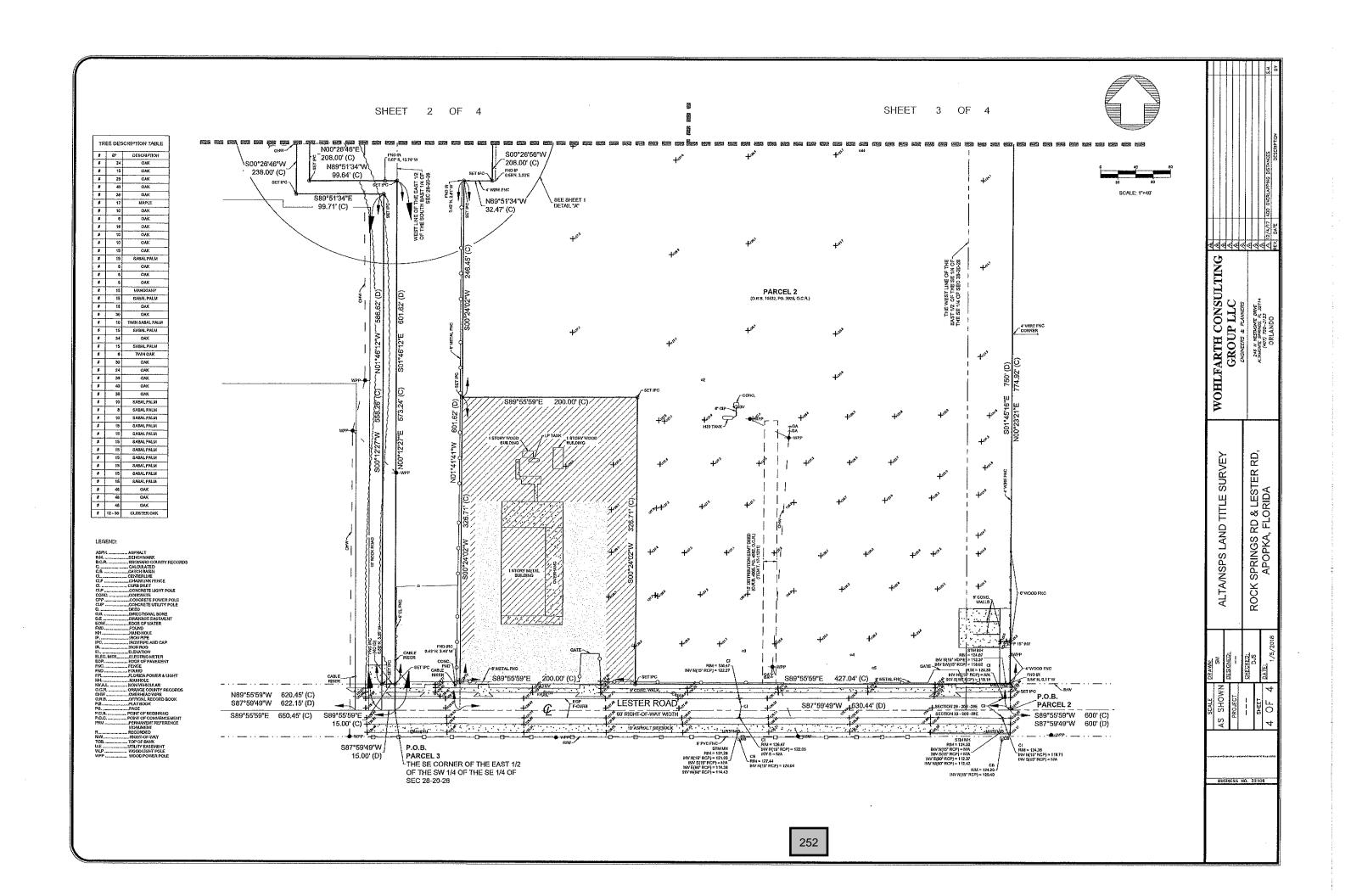




LEGAL DESCRIPTION SCHEDULE B-II, HACKLEMAN, OLIVE & JUDD, P.A. ISBUING OFFICE FILE NUMBER 17-1 1312, DATEO SEPTEMBER 18, 2017 AT 8:00AM JURVEY NOTES: ALL PROPERTY CONNERS ARE SET IRON PIPE & CAP, WOHL LIS 8214, UNLESS OTHERWISE NOTEO. BELOW GNOUND IMPROVEMENTS AND/OR ENGROACHMENTS, IF ANY, WERE NEITHER NAVESTIGATED NOR LOCATED UNLESS SPECIFICALLY NOTED. THIS SURVEY'S NOT VAUD UNLESS IT BESTART THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE CERTIFY'S NOT VAUD UNLESS IT BEAST THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE CERTIFY'S NOT VAUD UNLESS IT BEAST THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE CERTIFY'S NOT VAUD UNLESS THE SHAPE THE SIGNATURE OF THE START OF THE START. LEGEND: PONKAN RD PARCEL 1 (O.R.B. 6302, PG, 1942) A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; ITEM #1 THROUGH ITEM #7 ARE STANDARD COMMITMENT ITEMS AND ARE NOT PLOTTABLE. ITEM #8 EASEMENT TO FLORIDA POWER CORPORATION AS CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORD BOOK 4985, PAGE 429, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA DOES AFFECT THE SUBJECT PROPERTY AND IS SHOWN HEREON, . FEMEUR FAVENE .. FEMEUR FOUND .. FLORIDA POWER & .. MONHOLE .. NONHYEHROULAR .. OFHICAL RECORD ... OFFICIAL RECORD ... PLAT BOOK SITE FROM THE SOUTH FAST COULDRY USSCRIBED AS FOLLOWS: FROM THE SOUTH FAST CORPIER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, RUN THENCE NORTH OI 4515' WEST, 750.00 FEET, ALONG THE EAST LINE OF SAID SECTION 25. THENCE SOUTH 87'594S' WEST, 50.00 FEET PARAGEL FROM THE SOUTH BY THE COPY SAID SECTION 26 FOR THE FORM TO BE BEINGING OF THIS DESCRIPTION; CONTINUE THENCE SOUTH BY THE COPY SAID SECTION 26 FOR THE FORM TO PROBLE PREMIOUSLY DEEDED FOR A WELL LOT, THENCE SOUTH BY 5949' WEST, 13.02 FEET TO THE SOUTH BY LESTER RO SCHEDULE B-II, HACKLEMAN, OLIVE & JUDO, P.A. ISSUING OFFICE FILE NUMBER 17-1131, DATED SEPTEMBER 18, 2017 AT 8:00AM [4\$5]_v ITEM #1 THROUGH ITEM #6 ARE STANDARD COMMITMENT ITEMS AND ARE NOT PLOTTABLE. ITEM #7 FASEMENT TO FLORIDA POWER CORPORATION AS CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORD BOOK 4005, PAGE 483, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA ODES AFFECT THE SUBJECT PROPERTY AND IS SHOWN HEREON. PERMAKENT MONUMENT RECORDED RIGHT-OF-WA TOP OF BANK SCHEOULE B-II, HACKLEMAN, OLIVE & JUDD, P.A. ISSUING OFFICE FILE NUMBER 17-11310, DATED SEPTEMBER 18, 2017 AT BODAM FND IND 0.1574, 0.251 ITEM #1 THROUGH ITEM #7 ARE STANDARD COMMITMENT ITEMS AND ARE NOT PLOTTABLE. LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS: FROM THE SOUTH EAST CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, RUN THENCE NORTH 014516' WEST, 750.00 FEET, ALONG THE EAST LINE OF SAID SECTION 28; THENCE SOUTH 87°5945' WEST, 60.00 FEET TARRALLE WITH THE SOUTH LINE OF SAID SECTION 28 FOR THE POINT OF SEGIMINING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 87°5945' WEST, A DISTANCE OF SOLD I FEET, THENCE NORTH 01'4516' WEST, A DISTANCE OF SOLD I FEET, THENCE NORTH 01'4516' WEST, A DISTANCE OF SOLD OF FEET TO A POORT ON THE WEST RIGHT-07-WAY LINE OF FICK SPRINGS ROAD; THENCE SOUTH 01'4516' EAST, ALONG SAID WEST RIGHT-07-WAY, A DISTANCE OF SOLD IFFEET TO THE POINT OF SECRIMING. FNO PRA 5 TOGETHER WITH FND IRC PSM 3382 0.16' N, 1.07' W ALEXANDRIA PLACE PARCEL 2 (IO.R.B.10532, PG. 3926) A PARCEL OF LANDLYING IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY FLORIOA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FND IR 0.34" N, 0.33" E WOHLFARTH CONSULTING GROUP LLC FND PR 0.24N, 5.74'1 FROM THE SOUTH EAST CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST RUN SOUTH 87*59/49* WEST 500.00 FEET JAJONG THE SOUTH LINE OF SAID SECTION 28 FOR A POINT OF BEGINNING OF THIS DESCRIPTION, WEST 500.00 FEET JAJONG THE SOUTH LINE OF SAID SECTION 28 FOR A POINT OF BEGINNING OF THIS DESCRIPTION THE COMTHIUS THEORE SOUTH 975*949* WEST 304.00 FEET TO THE SOUTH HEAST CORNER OF THE APOREMENTHORSED WELL LOT, THENCE NORTH 16" 14"14" WEST 14.40 FEET LANGE THE AST 10.00 OF APOREMENTIONED WELL LOT, THENCE NORTH 16" 14"14" WEST 14.40 FEET LANGE THE SET THE PAST LINE OF APOREMENTIONED WELL LOT, SAID 7500 DEET NORTH OF THE SOUTH LINE OF APOREMENTIONED WELL LOT, THENCE SOUTH 16" SET NORTH OF THE SOUTH LINE OF APOREMENTIONED WELL LOT, THENCE SOUTH 16" SAID 7500 DEET SET TO THE SOUTH LINE AFT LINE OF APOREMENTIONED SECTION 28, AND 7500 DEET NORTH OF THE SOUTH LINE OF APOREMENTIONED SECTION 28, THENCE SOUTH 16" SAID 7500 DEET TO THE POINT OF BEGINNING, LESS THE SOUTH 30.00 FEET THEREOF POR ROAD, 1305.12 (C) N89°50'39"W NE CORNER OF THE N89'50'39'W 602,56' (C) 602,71' (M) THE MW CORNER OF TH PARCEL 3 OVERLAPS FND IR est 8,002W WEST 1/2 OF THE SE 1/4 THE NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4 OF SEC. 28-20-28 OF THE SE 1/4 OF 246 N WESTHONTE DRIVE ALTAMONTE SPRINCS, R. 32714 (407) 750—5123 (ORI ANDIO OF THE SE 1 SEC. 28-20-3 LESS AND EXCEPT THE SOUTH 328,71 FEET OF THE WEST 200,00 FEET OF THE ABOVE DESCRIBED PARCEL 2; PARCEL 3 519 15 519 81 PARCEL A (D. R. 9758, PG, 923) A PART OF THE EAST ONE HAUF (E. 12) OF THE SOUTHWEST ONE QUARTER (SW 14) OF THE SOUTHEAST ONE APART OF THE EAST ONE HAUF (E. 12) OF THE SOUTHWEST ONE QUARTER (SW 14) OF THE SOUTHEAST ONE QUARTER (SEE AND THE SOUTHEAST ONE TOWNSHIP 20 SOUTH, RANGE 22 EAST, GRANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY MESCRIBEROR FOLLOWS. BEGINAT THE SOUTHEAST OR SOUTHEAST OF SAID EAST ONE-HAUF (E. 12) OF THE SOUTHWEST ONE-QUARTER (SW 14) OF SECTION 23, FORN 1500 OF THE SOUTHWEST ONE-QUARTER (SE 14) OF SECTION 23, FORN 1500 FEET, THENCE MORTH O'LAR'EY WEST, PARALLEL WITH THE SOUTHEAST ONE-QUARTER (SE 14) OF SECTION 23, FORN 1500 FEET, THENCE MORTH O'LAR'EY WEST, PARALLEL WITH THE GEAST LINE OF THE AFORESAID EAST ONE-HAUF (E. 12) OF THE SOUTHWEST ONE-QUARTER (SW 14) OF THE SOUTHEAST ONE-QUARTER (SE 14) FOR SOUTH EAST FOR 35.5 FEET, THENCE NORTH O'LAYST WEST PARALLEL WITH THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2748, PAGE 1900 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR 1908 AFET. THENCE SOUTH REVIEW ONE-QUARTER (SW 14)OF THE SOUTHEAST ONE-QUARTER (SE 14) OF SECTION 23 FOR SEGS JEET TO THE WEST ONE-QUARTER (SW 14)OF THE SOUTHEAST ONE-QUARTER (SE 14) OF SECTION 25 FOR SOUTHEST UNE OF SAID EAST ONE-HAUF (E. 12) OF THE SOUTHWEST ONE-QUARTER (SW 14)OF THE SOUTHHEAST ONE-QUARTER (SE 14); THENCE NORTH O'LAYST WEST, A LONG THE WEST THE FOR 35.0 DESCRIBED IN ONE-QUARTER (SE 14); THENCE NORTH O'LAYST WEST, A LONG THE WEST THE FOR 35.0 DESCRIBED IN ONE-QUARTER (SE 14); THENCE NORTH O'LAYST WEST, A LONG THE WEST THE FOR STATE OF THE SOUTHWEST ONE-QUARTER (SW 14)OF THE SOUTHHEAST ONE-QUARTER (SE 14); THENCE NORTH O'LAYST WEST, A LONG THE WEST THE FOR STATE O'LAYST WEST, A LONG THE WEST THE PROTECT ONE-QUARTER (SE 14); THE SOUTHWEST ONE-QUARTER (SW 14)OF THE SOUTHWE TOGETHER WITH 9 퓓없 E SE SHEËT Š. SHEET 3 WEST LINE THE SE 1/4 SPRINGS PARCEL 1 \$88°03'21'W 595,03'(D) 포함 575.32' (C) S00°14'46"W SET SPC S89°50'39"E ROCK 160.521 (C) N89°48'59"W Nagessisgna S89°55'59"E / 51.72' (C) SEE DETAIL "A" 34.85' (C) / 208.00' (C) 500°23'21"W 54,16' (C)\ N01°45'16"W 54,16(D) N89*46'59'W 601,72' (C) N88*02'24"E 603,10' (D) N89*46'59'W 550,00' (C) N88*02'24"E 550,00' (D) ALTA/NSPS LAND TITLE SURVEY SET IPC N00"23"21"E 53,74 (C) S01"45"16"E 54,04"(D) NOT INCLUDED S LESTER F LORIDA (PARCEL 1) -- \$87*59'45'W 1143.98' (D)-0.28° N, 3.21°E 550,01'(D) P,O.B. N89*51'38'W \$594.31' (C) N87*59'45"F 593.99' (D) N00°22'31"E N89°51'38'W 50,00' (C) S87°59'45'W 50,00' (D) S00°22'31"W\ PARCEL 1 & 208.00° (C) 208.00' (C) THE NORTH LINE OF THE SOUT 1/2 OF THE SE 1/4 OF SEC. 28-20-28 NOT INCLUDED N89°55'59"W (PARCEL 1 -/=97.30' (C) ___ per seema Assess FND IP F 0.68N, 3.22°E √ FND IR 0.07 S, 13.79 W SAID LANDS SITUATE, LYING AND BEING IN GRANGE COUNTY, FLORIDA, CONTAINING 23,1362 ACRES MORE OR LESS 윤교 FND IR N89*65'59'W 521.65' (C) S87*59'49'W 532.76' (D) N89*55'59'W 521.65'(C) N87*59'49'E 522.30'(D) S89*55'59"E SPRINGS F APOPKA, 38.50' (C) 97.35' (C) S00°22'31"W WESTLINE THE EAST 1/2 OF SW 1/4 244,90' (C) EAST LINE OF PARCEL 3 SHEET 4 OF SE 1/4 OF SEC 28-20-28 S89°55'59"E PARCEL 2 N89*55'59'W 34,85' (C) N87*59'49'E 35,35' (D) NORTH LINE OF 200.00° (C) WELL LOT (O.R.B., 10632, P.G., 3926, D.C.R. SET IPC WELL LOT FND IP 0.22° S. 2.89° E FNO IRC -LB 635 0.26" N, 3,21" E EAST LINE OF WELL LOT N89°55'59"V Tage 1 15.00° (C WELL LOT (O.R.B. 3141, PG. 1427, O.C.R) 11 ااه 439.47' (C) S89°55'59"E FRD IR 0.56' N, 0.11' W 200,00' (SOUTH LINE OF 889°55'59"E 650,45"(C) SETIPO SEC 28-20-28 N89°55'59"W 620.45" (C) S87°59'49"W 622.15" (D) LESTER ROAD __ 587*59'49'W 630,44" (D) 7 2654.40' (FDOT) 28/1/27 2654.40 (FDOT) 27 33/34 2654.50 (LABINS) 34 P.O.B. STRICHT-OF-WAY MOTH PARCEL 3: \$89'55'59"F 600'(C) \$87'59'49"W 600' ID \$89*55'59"E 650.45" (C) S89"55'59"E 2601.81"(C) 0.07°S, 13.79°W P.O.C SOLUTH LINE OF "SE CORNER OF THE EAST 10 P.O.B. FND IP 0.58N, 3.27E OF THE SW 1/4 OF THE SE 1/ PARCEL 2 PARCEL 1 & N89"55"59"W 97.30" (C) N87"59"49"E 83,51" (D) OF SEC 28-20-28 PARCEL 2 SE CORNER OF BUSINESS NO. 32108 SE CORNER SEC, 28-20-28 9"55'59"E 97.35" (C) WELL LOT WELL LOT SET IPC \ N89"55"59"W 38.50" (C) \ N87"59"49"E 38.50" (D) S87°59'49'W 83.51' (C CERTIFICATION: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR A MAPPER NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SIEVEYOR A LAPPER 989'51'34"E 99.77" (C) N87'59'49'E 95.53" (D) CERTIFICATION: 1 HEREBY CERTIFY THAT THE ABOVE MAP OF BOUNDARY SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 51-71.052, OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AS AMENDED. 6.21' (C)_ S01"41'41"E 10.00° (D) THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WEDGE SCALE: 1"=100 DETAIL "A" THIS IS TO CERTIF THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE ACCORDANCE WITH THE 2018 MINIMUM BY ATANDARD DETAIL REQUIREMENTS FOR ALTAMSPS SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES TIEMS 1 11, 14, 16, 17, 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 10/8/2017. WILSON WAY PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 2885 DATE: 12/4/2017 249 ON WAY ESSIONAL SURVEYOR & MAPPER UDA REGISTRATION NO. 2885







A. Design Standards

- 1. Lot Criteria
- 2. Daf
- B. Architectural, Buildings, and Accessory Structures
 - 1. Architectural design shall meet the intent of City of Apopka Development Design Guidelines.
 - 2. All lots shall have detached single family homes.
 - 3. All lots shall have attached 2 car garages.
 - 4. Face of wall containing a front entry garage shall not extend past the front building wall. Setback to wall shall be 25' minimum from front property line.
 - 5. Bedrooms per individual home must be between two to five.
 - 6. AC condenser units, utility storage& similar equipment shall be placed in the rear yard area. Units & similar equipment shall not be placed inside the side yard building setback. Units shall be screened from side streets with landscaping or opaque fencing.
 - 7. Trash recycle bin pads (minimum 6'x4') shall be provided within the rear yard or trash recycle bins to be left in the garage.
 - 8. Storage sheds or similar storage facilities be allowed subject to the approval of the HOA and the City of Apopka.
 - 9. Swimming pools shall be allowed on Single-Family Detached with rear yards of 20' or greater.
 - i. Swimming Pools must be in-ground type. Above Ground Pools are prohibited.
 - ii. Swimming pools and decks are prohibited from projecting beyond the side wall facade.
 - 10. Screen enclosures over swimming pools and their respective deck area with non-metal or non-vinyl roofs shall be allowed.
 - i. Screen enclosures over swimming pools and their respective deck area shall be single story with dome or angled roofs. Enclosure structural members shall be bronze. Screening shall be dark mesh. Solid opaque or clear panels on the walls or roofs are prohibited.
 - ii. Screen enclosures with metal, vinyl, or screen mesh roofs over non-swimming pool decks are prohibited.

- iii. Screen enclosure shall maintain the same side yards as the main dwelling structure.
- 11. Mail delivery for all lots shall occur at mail kiosk with cluster mailbox units. Mail kiosk shall provide covered roof area for protection from inclement weather. See plans for street elevation.

12. Architectural Design Standards:

- i. Country European, or Craftsman architectural styles or themes shall be applied to houses, community buildings, and mail kiosk. Architectural Style elements shall be applied to front façade only. See sheet "B-1.0" for conceptual front elevations. Modification or replacement of the exterior elevations on Sheet "B-1.0" can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.
- ii. Front facade materials such as cultured stone veneer, stucco, & fiber cement siding shall be utilized to be consistent with the applicable Architectural Style.
- iii. 30-year asphalt shingle shall be installed on all roofs. 3-tab shingles are prohibited. Single shingle color shall be used for uniformity throughout the community.
- iv. Aluminum fascia and soffit shall be standard for all houses. Single Fascia and soffit color shall be used for uniformity throughout the community.
- v. Window Banding/trim and front door shall be painted an accent color.
- vi. Pavers shall be installed at front yard driveways, lead walks, porches, and porticos.

13. Front Building Entrance Elevation Design Standards:

- i. Each home shall have a front porch or portico.
- ii. Model plan type shall not be constructed adjacent to the same model plan type without a different elevation style type.
- iii. Specific elevation style types shall have similar wall finishes, window grid patterns, window banding & trim, roof lines and slopes, etc. Applied to each lot width model plan type front elevations.
- iv. Identical exterior paint schemes shall not be applied on adjacent lots.
- v. Modification or replacement of the exterior elevation on Sheet "B-1.0" can be approved by the Community Development Director if such changes

represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.

14. Mail Kiosk Elevation Design Standards:

- i. Elevation shall be compatible with the architectural elevation styles of the homes & mail kiosk within the community. See Sheet "C 5.0".
- ii. Modification or replacement of the exterior elevation on Sheet "C5.0" can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.

15. Community Building Elevation Design Standards:

- i. Elevation shall be compatible with the architectural elevation styles of the homes & mail kiosk within the community. See Sheet "C5.0".
- ii. Modification or replacement of the exterior elevation on Sheet "A-3" can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.

16. Fencing Standards:

- i. Community Perimeter Fencing not included. See applicable Landscape Plan Sheet L1.0-L1.1.
- ii. See sheet "C 5.0" for conceptual fencing plans.
- iii. Fencing is prohibited in front yards.
- iv. Fencing at rear yards of 40' wide or garage front loaded lots shall be tan vinyl opaque style fencing. See sheet "C5.0" for illustration.
- v. Maximum height is 6'-0" above final grade. No fence shall exceed the height of an abutting common area wall.
- vi. Rear yard fences shall not project more than 5' beyond rear side wall building corner.

C. Utilities and Infrastructure

- 1. Water service shall be provided by the City of Apopka. The water system shall be designed to city standards.
- 2. Reclaim water service shall be provided by the City of Apopka. The reclaim water system shall be designed to city standards.

- 3. Storm water management system shall be designed to comply with the requirements of the City of Apopka and St. Johns River Water Management District for projects without a positive outfall.
- 4. A final drainage report and soils report will be submitted with final development plans
- 5. Sanitary service shall be provided by the City of Apopka. The sanitary system shall be designed to city standards.
- 6. Utility easements shall be dedicated to the City of Apopka.
- 7. Drainage easements to be dedicated to the home owners association unless otherwise accepted by the City of Apopka.
- 8. All storm water and utility pipes may be moved to save existing trees in the right-of-way. Any change in the location of these pipes will be shown on the final engineering plans.
- 9. On-site streets are to be constructed per City of Apopka standards.
- 10. A signage plan will be provided with the final development plan submittal.
- 11. Stabilized access roadways and fire hydrants must be in place before building construction may begin.
- 12. Solid waste collection and public safety (police and fire) provided by the City of Apopka.
- 13. The internal street right-of-way is to be Private.
- 14. Four (4) and five (5) foot wide sidewalks to be constructed adjacent to internal roads throughout the entire project in compliance with the City of Apopka Land Development Code. Sidewalk alignment may be adjusted at final development plan to preserve existing trees.
- 15. A five-foot wide sidewalk shall be constructed within the Easement along Entrance Pond.
- 16. Lot parking shall be provided at a rate of 4 parking spaces per dwelling unit. Provided parking shall at a minimum contain 2 parking spaces within the driveway and 2 parking spaces within an enclosed garage.
- 17. The development shall provide a minimum of 50 on-street parking spaces.
- 18. Garages shall be accessed from the adjacent private right-of-way at the front of the lot.
- 19. Power service within the development shall be underground. No overhead service will be allowed.

20. Vehicular, Pedestrian and Accent lighting shall substantially conform the Section 3.10 – Lighting of the City of Apopka Development Design Guidelines.

D. Recreation and Open Space

- 1. Required project open space shall be a minimum of 30% of the developed site area in accordance with City of Apopka Small Lot Overlay Zoning District Section 3.04.00(4)(A) and LDC Section 2.02.18(D)(19).
- 2. Required project recreation shall be provided at a rate of 3.6 acres per 1,000 population with 2.6 population per dwelling unit. ([113x2.6]/1000)x3.6=1.05 acres.
- 3. Recreation Tract "PR-1" shall be an approximate .52-acre Pool/Cabana. A specific park site plan and amenities/equipment shall be provided with the Final Development Plan. Pool Cabana area amenities shall include a single-story Cabana Bath, Swimming Pool and Deck, and Mail Kiosk at a minimum. The Cabana Bath and covered patio shall be minimum of 500 SF containing restroom facilities for the building and pool, covered unscreened lanai area.
- 4. Recreation Tract "PR-2" shall be an approximate 0.20-acre Dog Park and shall be completed concurrent with Phase 1 of the development. A specific park site plan and amenities/equipment shall be provided with the Final Development Plan. Dog park area shall be enclosed and amenities shall include at a minimum one (1) Dog Waste Bag & Disposal Station
- 5. Fence on the dog park perimeter will not exceed 4-feet in height. Material may by wrought iron, vinyl or black vinyl-coated chain linked fences.
- 6. Recreation Tracts 3-6 will incorporate pedestrian circulation, benches, and open play areas. Specific park site plans and amenities/equipment shall be provided with the Final Development Plan.

E. Buffers and Landscaping

- 1. A twenty (20) foot buffer tract for perimeter wall and landscaping will be provided along the Lester Road frontage. This tract shall be dedicated to and maintained by the HOA. The design of these buffer tracts shall generally follow the landscape design appearing on sheets L 1.0 of the Master Plan/Preliminary Development Plan. A six (6') foot high wall is provided in these tracts to provide buffering from the adjacent roadways.
- 2. A ten (10) foot wide buffer tract for perimeter fence and landscaping will be provided on the eastern and western property line. These tracts shall be dedicated to and maintained by the HOA. The design of this buffer shall generally follow the landscape design appearing on sheets L 1.0 to L1.1 of the Master Plan/Preliminary Development Plan. A six (6') foot high vinyl fence is provided in these tracts to buffer the adjacent agriculture-zoned properties.

- 3. Entrance feature and community sign will be provided with final development plans.
- 4. Final landscape plans for the buffer areas along Lester Road will be provided with the final development plans.
- 5. Tree Planting Conditions. Minimum of two new trees shall be planted per 40' wide residential lot. The new trees shall be a minimum of 2.0 inches DBH at the time of planting and shall count toward the overall number of required tree replacement inches, if any.
- 6. Tree Protection Plan The Final Development Plan shall include tree protection techniques to prevent harm to any trees designate to be preserved or encroachment into protected natural areas, including but not limited to tree barricades, silt fencing, or other similar techniques accepted by the City Engineer.

F. Maintenance and Plat

- 1. Homeowners association will maintain all lots, common areas, roadway tracts, fences\walls, and landscaping within all lots.
- 2. 2The final development plan shall include the plat document, and the plat shall be in final form.
- 3. The Homeowner's Association shall be responsible for maintenance of streets, on-street parallel parking spaces, and street lighting and stormwater collection systems within the private rights-of-way within the San Sabastian Subdivision.

G. Wetlands and Environmental

- 1. There are no wetlands or environmentally sensitive areas on the site.
- 2. There are no 100-year flood plain areas within the site.
- 3. An erosion protection plan will be submitted with final development plans.
- 4. Tree removal, tree replacement, and landscaping shall be in conformance with Article V of the City of Apopka Land Development Code.
- 5. Development Condition Continuity
- 6. The PUD Development Standards shall be printed within the PUD Master Plan and the Final Development Plan.

H. Signage

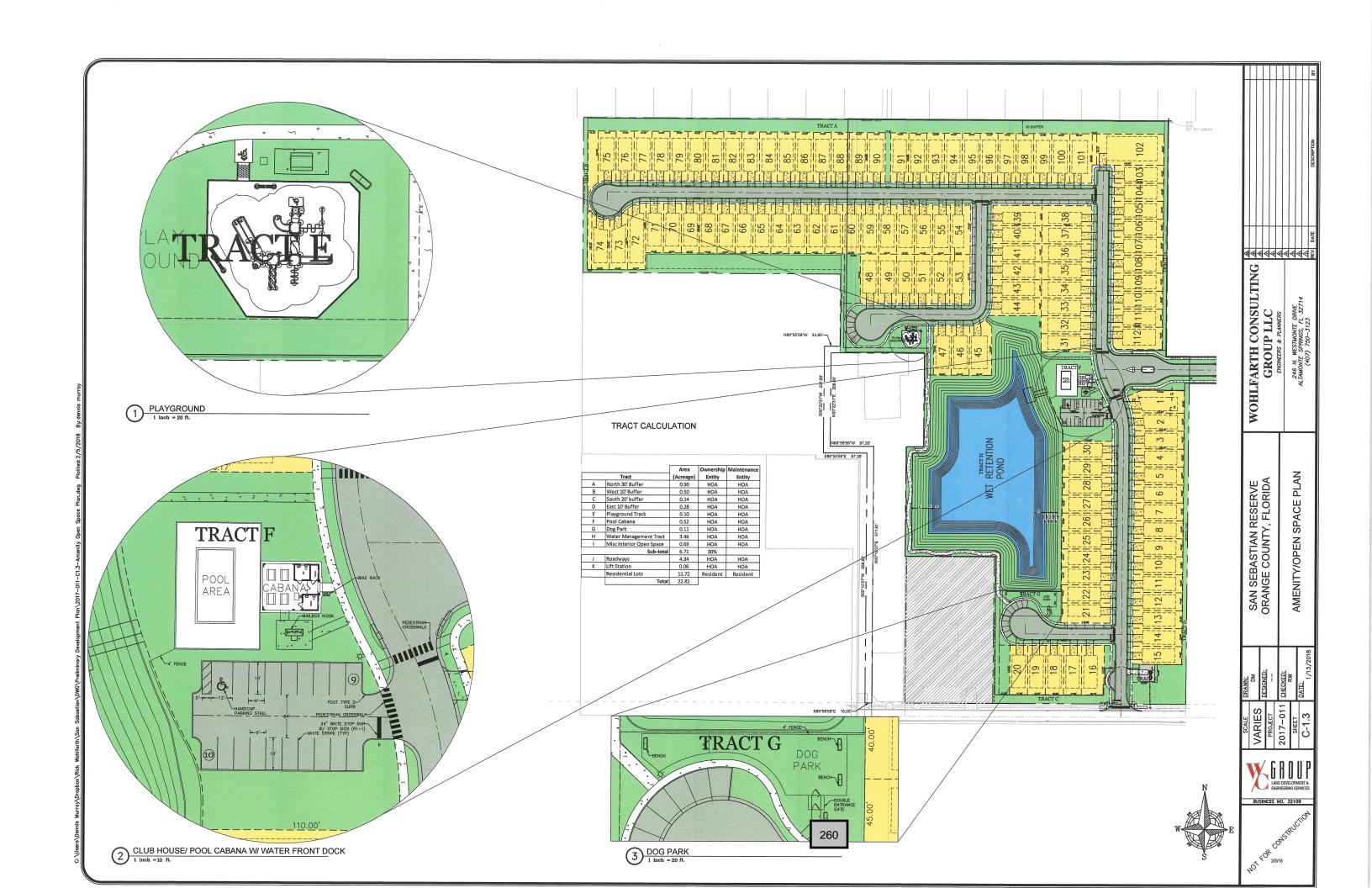
1. Signage shall comply with the City of Apopka Land Development Code and City of Apopka Development Design Guidelines.

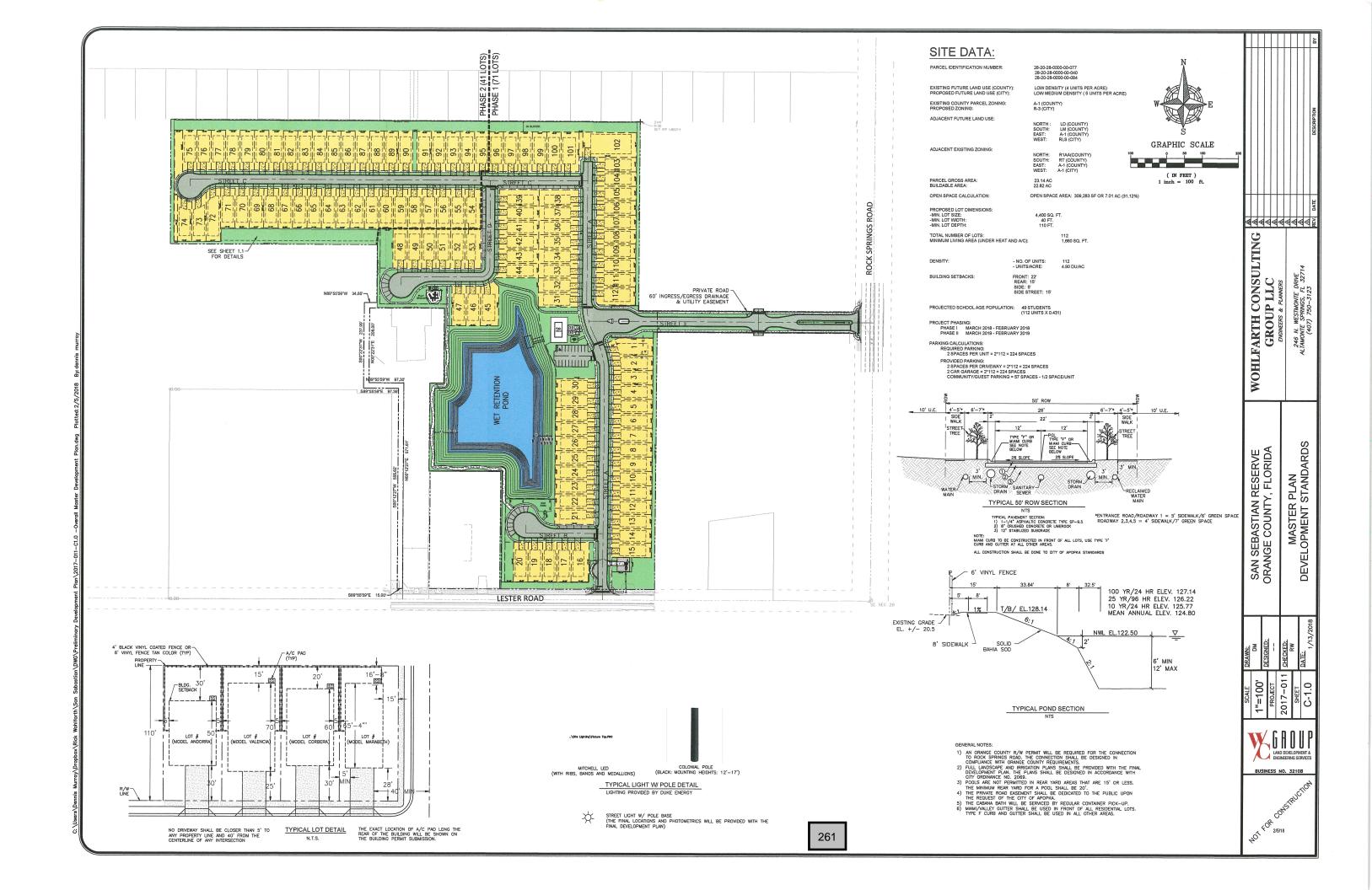
I. Lighting

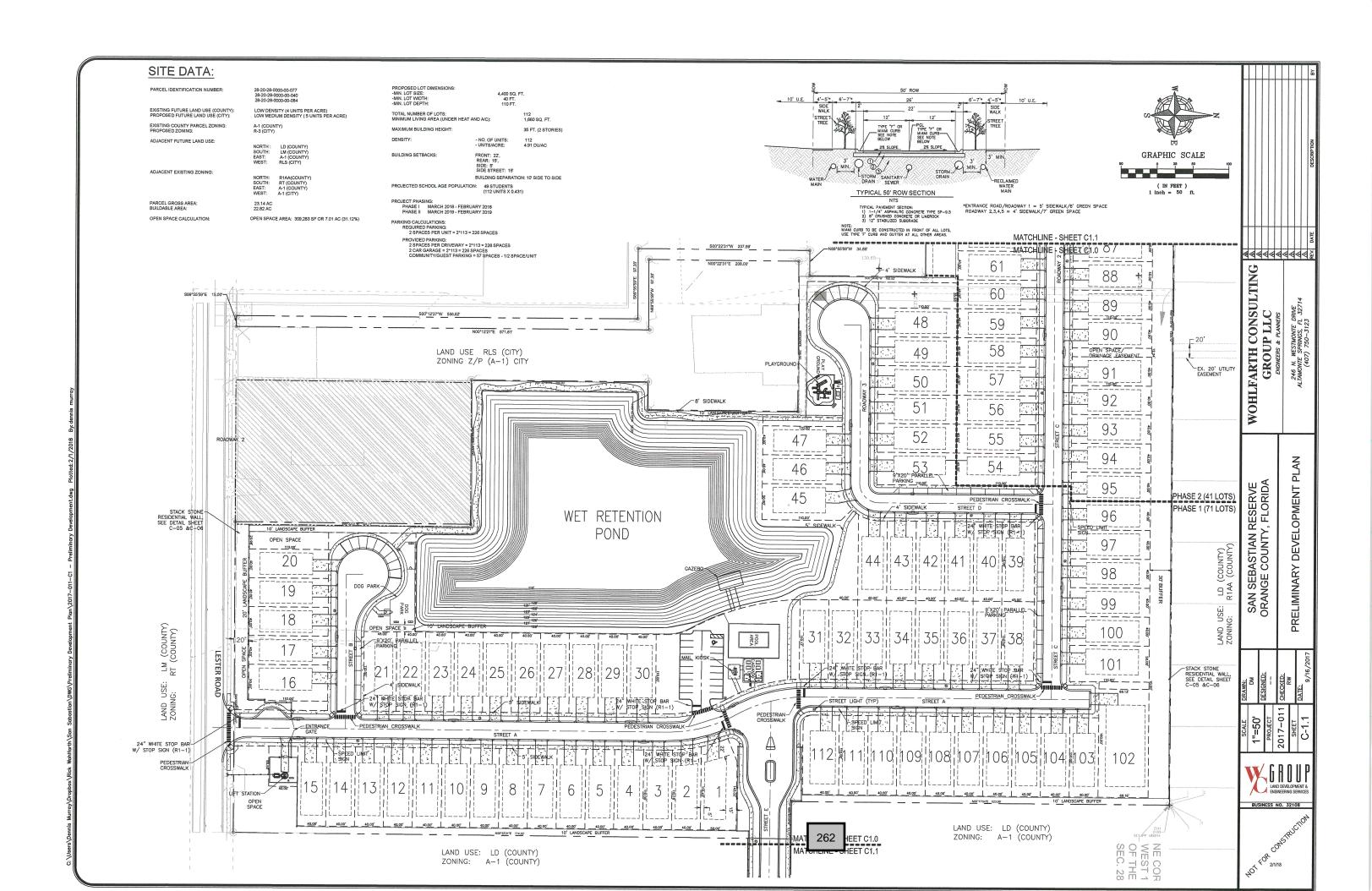
- 1. Lighting shall comply with the City of Apopka's City Ordinance No. 2069. Street and parking area or pedestrian path light poles shall be decorative type and details provided with the Final Development Plan.
- 2. Garbage Pickup
- 3. Front loaded single family units to be picked up at the adjacent front right-of-way.

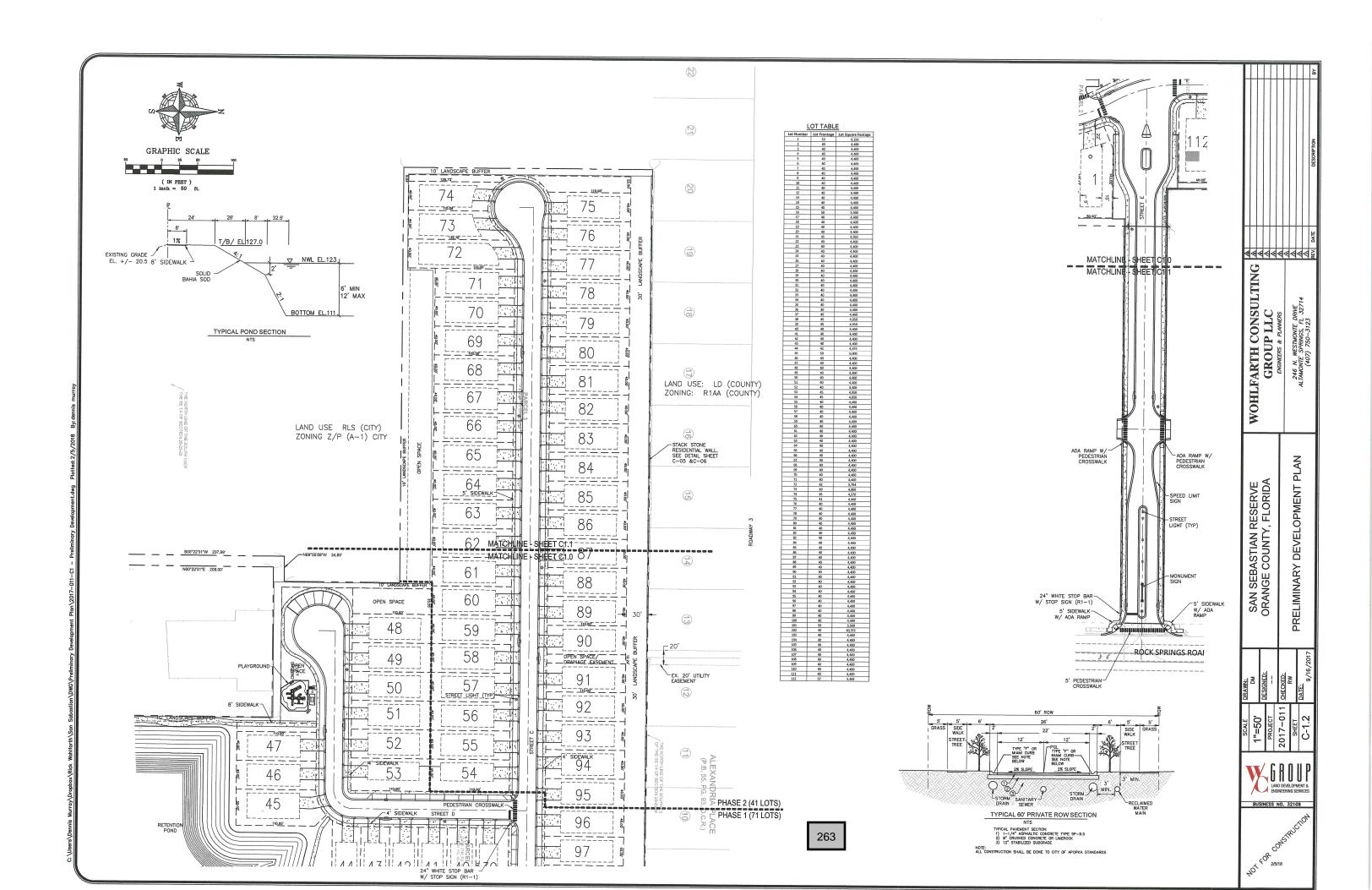
J. Miscellaneous

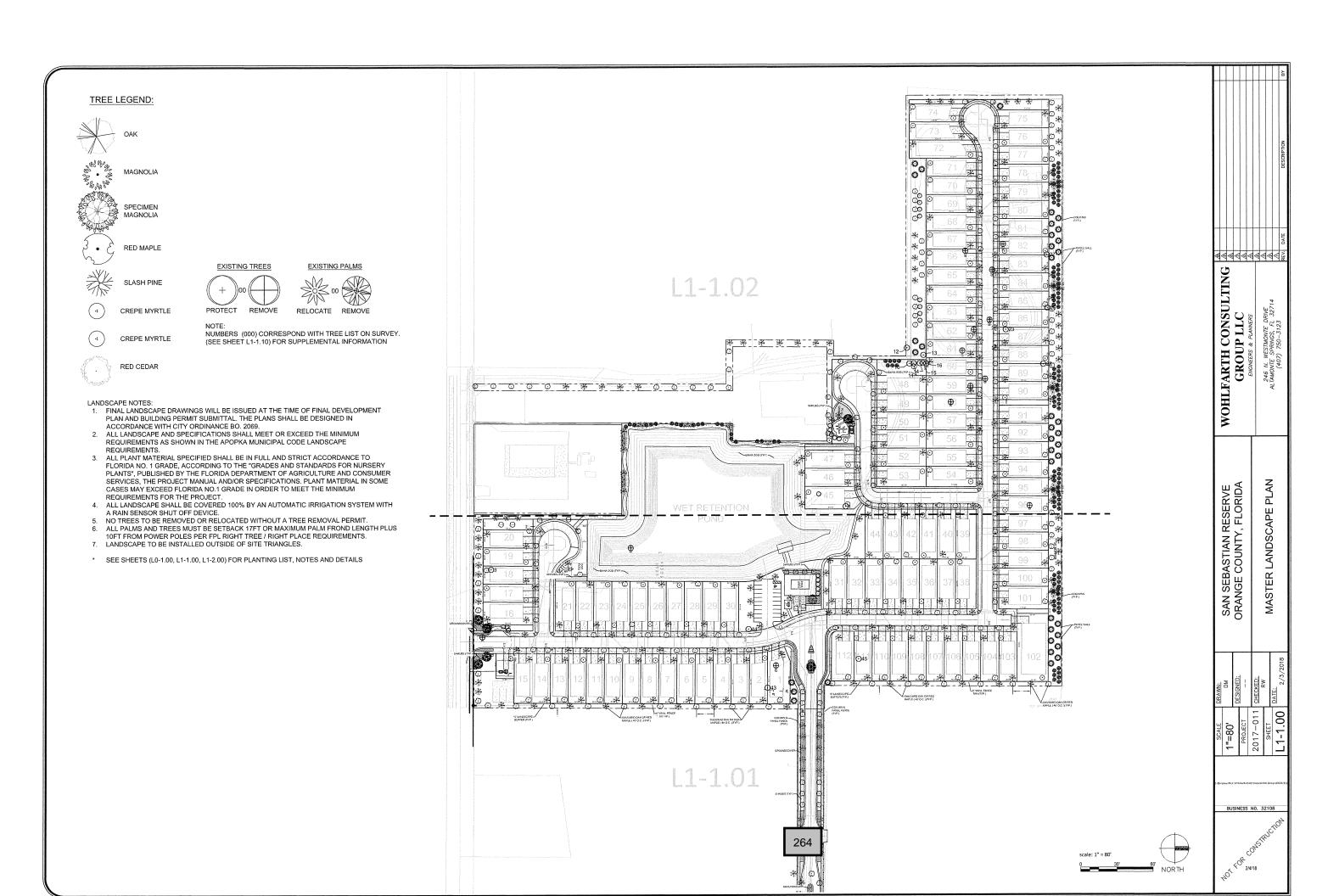
- 1. Any existing septic tanks or wells shall be properly abandoned prior to earthwork or construction. Permits shall be applied for and issued by the appropriate agencies.
- 2. All acreages are subject to change with final engineering and final plat review and approval.
- 3. Outdoor storage areas (boats, trailers, recreational vehicles, etc.) are not provided within the development and will be prohibited through the HOA documents.

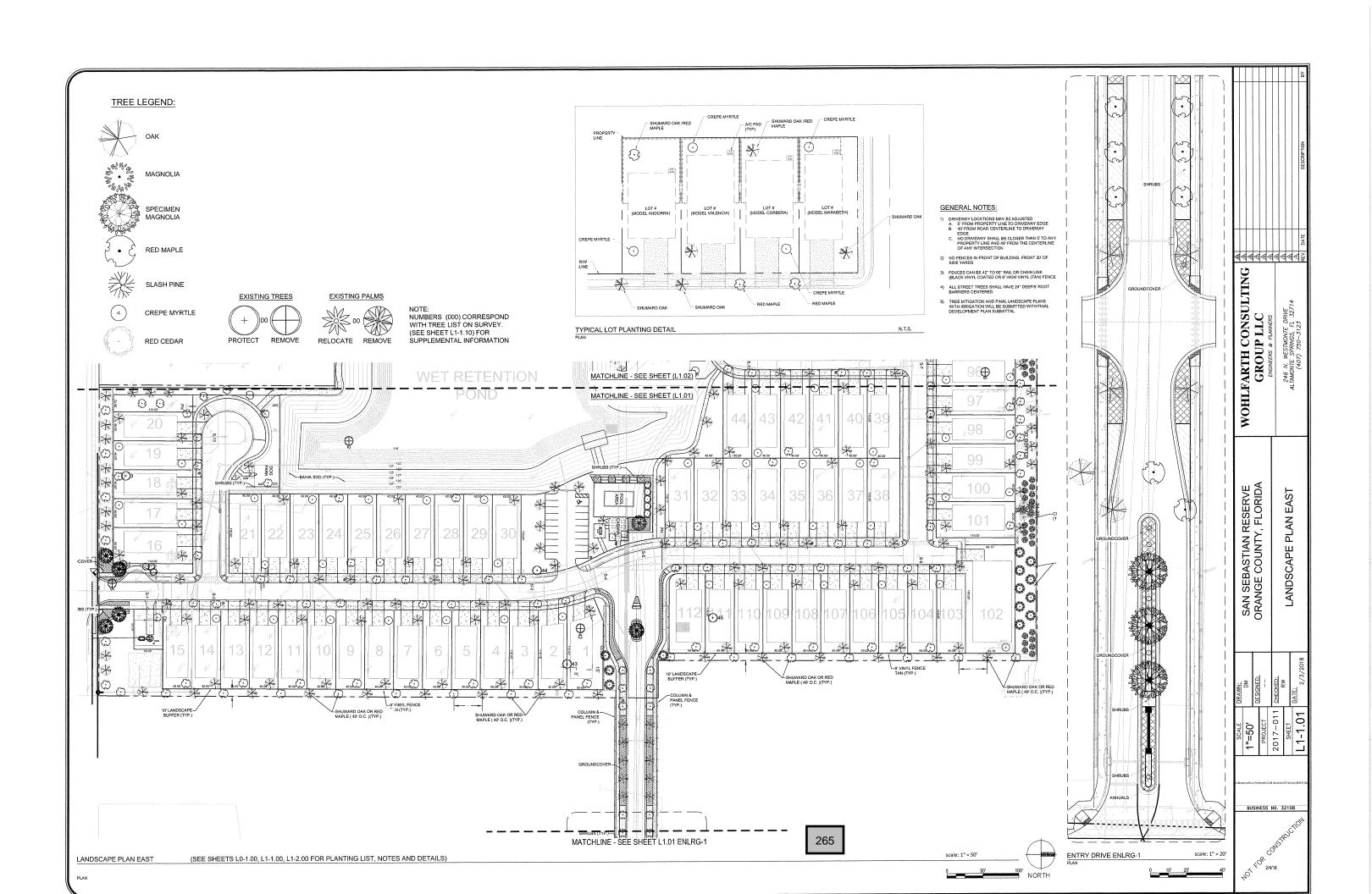


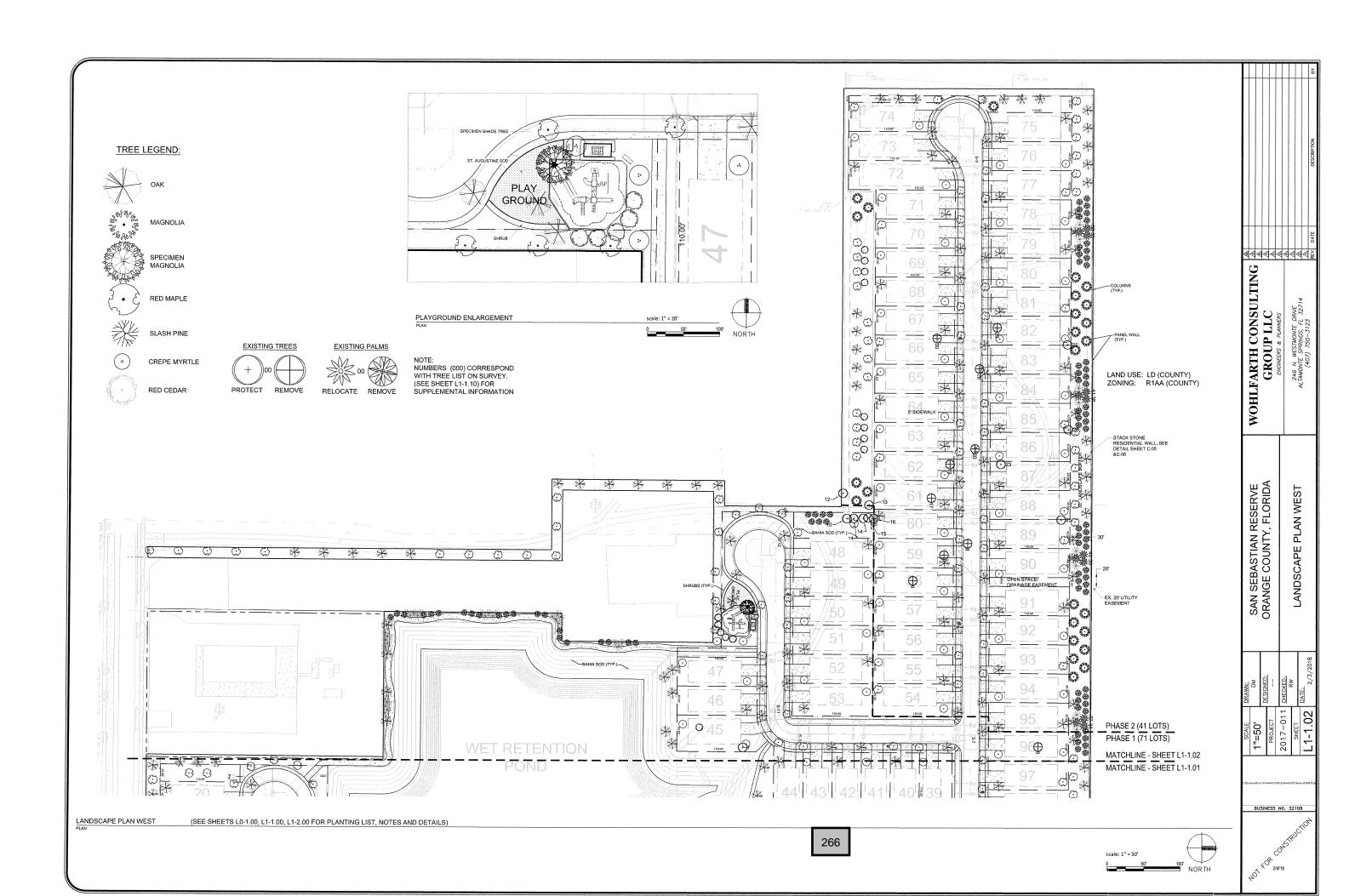












N. 2018							
REE #	DISPOSITION	TYPE (SCIENTIFIC)	TYPE (COMMON)	DBH	GENERAL NOTES		
1	Protect	Quercus virginiana	Live Oak	24" DBH	Lot 45 Side Yard		
2	Remove	Quercus virginiana	Live Oak	15" DBH	In Lake		
3	Protect	Quercus virginiana	Live Oak	28" DBH	Lot 18 Back Yard		
4	Remove	Quercus laurifolia	Laurel Oak	40" DBH	Lester Entrance Tree Rot		
5	Remove	Quercus laurifolia	Laurel Oak	38" DBH	Lester Entrance Tree Rot		
6	Remove	Acer rubrum	Florida Red Maple	12" DBH	Lot 59		
7	Remove	Quercus virginiana	Live Oak	10" DBH	Dead		
8	Remove	Quercus virginiana	Live Oak	8" DBH	Lot 96		
9	Remove	Quercus virginiana	Live Oak	16" DBH	Lot 96		
10	Protect	Quercus laurifolia	Laurel Oak	10" DBH	Adj Lot 60-61 Clean and Trim Branch		
11	Protect	Quercus laurifolia	Laurel Oak	10" DBH	Adj Lot 60-61 Clean and Trim Branch		
12	Protect	Quercus laurifolia	Laurel Oak	15" DBH	Adj Lot 60-61 Clean and Trim Branch		
13	Protect	Sabal palmetto	Sabal Palm		Adj Lot 60-61 Clean and Trim Fronds		
14	Protect	Quercus laurifolia	Laurel Oak	6" DBH	Adj Lot 60-61 Clean and Trim Branch		
15	Protect	Quercus laurifolia	Laurel Oak	6" DBH	Adj Lot 60-61 Clean and Trim Bran		
16	Protect	Quercus laurifolia	Laurel Oak	8" DBH	Adj Lot 60-61 Clean and Trim Branch		
17	Remove	Swietenia mahagoni	Mahogany Tree	15" DBH	Lot 61		
18	Relocate	Sabal palmetto	Sabal Palm	30' CT Double	Lot 59 Relocated to Buffer		
19	Remove	Quercus laurifolia	Laurel Oak	18" DBH	Lot 62		
20	Remove	Quercus laurifolia	Laurel Oak	30" DBH			
21	Relocate	Livistona chinensis	Chinese Palm		Twins Relocated to Buffer		
22	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer		
23	Protect	Quercus laurifolia	Laurel Oak	34" DBH	Lot 87		
24	Relocate	Sabal palmetto	Sabal Palm	15' CT	Lot 88 - Lot 89 Relocated to Buffer		
25	Protect	Quercus laurifolia	Laurel Oak	10" DBH	Twins Lot 88 - Lot 89		
26	Protect	Quercus laurifolia	Laurel Oak	30" DBH	Lot 85		
27	Protect	Quercus laurifolia	Laurel Oak	24" DBH	Lot 82		
28	Remove	Quercus laurifolia	Laurel Oak	36" DBH	Road		
29	Remove	Quercus laurifolia	Laurel Oak	40" DBH	Lot 82		
30	Remove	Quercus laurifolia	Laurel Oak	36" DBH	Lot 66		
31	Relocate	Sabal palmetto	Sabal Palm		Lot 67 Relocated to Buffer		
32	Relocate	Sabal palmetto	Sabal Palm		Lot 67 Relocated to Buffer		
33	Relocate	Sabal palmetto	Sabal Palm		Lot 67 Relocated to Buffer		
34	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer		
35	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer		
36	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer		
37	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer		
38	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer		
39	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer		
40	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer		
41	Relocate	Sabal palmetto	Sabal Palm		Relocated to Buffer		
42	Remove	Quercus virginiana	Live Oak	48" DBH	Lot 111		
43	Protect	Quercus virginiana	Live Oak	43" DBH	Lot 1 - Lot 2		
44	Protect	Quercus virginiana	Live Oak	48" DBH	Rec. Entrance Tree in distress		
45	Protect	Quercus virginiana	Oak Cluster	12-30" " DBH	Lot 111		

Trees													
2 1/2" bdh/8' at planting	deline, a de la constantina							<u> </u>			44-14-14-14-14-14-14-14-14-14-14-14-14-1		
Mature Height at 25'													
						Required	Total Requir	red Pro	ovided	Total Prov	ided		Difference
Lots	3	Per Unit				112	336			224			-112
Street (30' on center/25'			-										<u> </u>
street (50 on center/25	TOIN COLL	ier	-										
Street A		1860				62	235		47	176			-59
Street B		520				17			13	270			1 33
Street C		2160				72			54				+
Street D		1100				37	1		28				+
Street E		1400				47			35				
													1000000
Buffer		length	Required	Width	SF								-
South Lester Road		304.9	10	20	6098	11				19			
East, South of Entrance		700	5	10	7000	12				18			
East, North of Entrance		510	5	10	5100	9				13			
West, Lester to Lot 61		1390	5	10	13900	24				44			
South, Lot 61 to Lot 74		570	5	10	5700	10				25			
West		345	5	10	3450	6				9			
Tract I1		430		35	15050	1				25		-	
North		1305	5	30	39150	23				103			
Primary Entry		190	6			6	96			34	290		
							667			690			
										TOTAL REC	QUIRED	6	67
										TOTAL PR	OVIDED	66	67+

Code Requirements													
Lot Trees	3 Trees for Lot				Development Design Guidelines, July 2016								
Street Trees Buffer Trees	1 tree per 30', 25' from intersection 3 1/2 inch (dbh) Per 1,000 sf (based on required buffer)						Development Design Guidelines, July 2016						

NOTES:

Trees are 2 1/2 inch BDH/8' Ht. Planting Mature at 25'

SECTION & PLAN

- 1. FINAL LANDSCAPE DRAWINGS WILL BE ISSUED AT THE TIME OF FINAL DEVELOPMENT PLAN AND BUILDING PERMIT SUBMITTAL. THE PLANS SHALL BE DESIGNED IN ACCORDANCE WITH CITY ORDINANCE BO. 2069.
- 2. ALL LANDSCAPE AND SPECIFICATIONS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS AS SHOWN IN THE APOPKA MUNICIPAL CODE LANDSCAPE REQUIREMENTS.

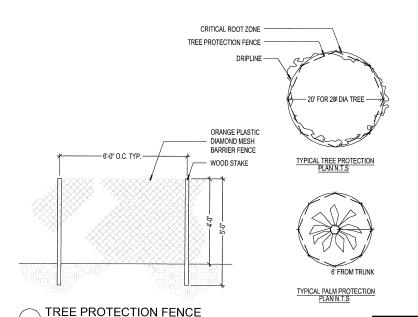
 3. ALL PLANT MATERIAL SPECIFIED SHALL BE IN FULL AND STRICT ACCORDANCE TO FLORIDA NO. 1
- GRADE, ACCORDING TO THE "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, THE PROJECT MANUAL AND/OR SPECIFICATIONS. PLANT MATERIAL IN SOME CASES MAY EXCEED FLORIDA NO.1 GRADE IN
- ORDER TO MEET THE MINIMUM REQUIREMENTS FOR THE PROJECT.

 4. ALL LANDSCAPE SHALL BE COVERED 100% BY AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN
- SENSOR SHUT OFF DEVICE.

 NO TREES TO BE REMOVED OR RELOCATED WITHOUT A TREE REMOVAL PERMIT.

 ALL PALMS AND TREES MUST BE SETBACK 17FT OR MAXIMUM PALM FROND LENGTH PLUS 10FT FROM POWER POLES PER FPL RIGHT TREE / RIGHT PLACE REQUIREMENTS.

 LANDSCAPE TO BE INSTALLED OUTSIDE OF SITE TRIANGLES.
- * SEE SHEETS (L0-1.00, L1-1.00, L1-2.00) FOR PLANTING LIST, NOTES AND DETAILS



*NOTE: Pinus elli	otti, Junipe	rus silicico	ola, Sabal palmetto utilize 3:1	planting requirement value			
TREES	CODE	QTY	BOTANIAL NAME	COMMON NAME	MIN CONT	SIZE	DBH
	QUS	272	Quercus shumardii	Shumard Oak	45 Gal.	10'-12' Ht 5'-6' Sprd.	2.5in
	MAG-S	9	Magnolia grandiflora	Southern Magnolia - Specimen	200 Gal.	9'-12' Ht 10' Sprd.	3.5in
	MAG-S	38	Magnolia grandiflora	Southern Magnolia	100 Gal.	10' Ht 5' Sprd.	2.5in
	JUS	22	Juniperus silicicola	Southern Red Cedar Tree	45 Gal.	8'-10' Ht 4'- 5' Sprd.	2.5in
	ACR	190	Acer rubrum	Florida Red Maple	45 Gal.	12'-14" Ht 6'-8' Sprd.	2.5in
	PIE	105	Pinus elliottii	Slash Pine	45 Gal,	12'-14' Ht 5' Sprd.	2.Sin
	LAS	106	Lagerstroemia spp.	Crape Myrtle	30 Gal.	10'-14' Ht. Standard	2.5in
PALMS	CODE	QTY	BOTANIAL NAME	COMMON NAME	MIN CONT	SIZE	DBH
	Lix	1	Livistonia chinensis	Chinese Fan Palm		Existing	
	SPX	38	Sabal palmetto	Sabal Palm	Field Grown	8' - 20' Ht. Grade #1	
SHRUBS	CODE	QTY	BOTANIAL NAME	COMMON NAME	MIN CONT	SIZE	NOTES
	ILV		llex Vomitoria	Yaupon Holly	5 gal.	36" Ht.	30"o.c.
	roc		Loropetalum chinense	Chinese fringe flower	5 gal.	36" Ht.	30"o.c.
	VIS		Viburnum suspensum	Mapleleaf	5 gal.	36" Ht.	30"o.c.
	JAS		Jasminum simplicifolium	Wax Jasmine	5 gal.	36" Ht.	30"o.c.
GROUNDCOVER	CODE	QTY	BOTANIAL NAME	COMMON NAME	MIN CONT	SIZE	NOTES
	ANN		Annuals	Annual Mix	FLAT	CONTRACTOR TO VERIFY	
	PAN		Paspalum notatum	Bahia Sod		CONTRACTOR TO VERIFY	weed free
	STS		Stenotaphrum secundatum	St. Augustine Sod		CONTRACTOR TO VERIFY	weed free
	ASJ		Asiatic jamine	Asian Jasmine		CONTRACTOR TO VERIFY	weed free
	ARG		Arachis glabrata	Perennial Peanut		CONTRACTOR TO VERIFY	weed free

NOTE: ALL PLANT MATERIAL TO MEET OR EXCEED THE ORANGE COUNTY FLORIDA MUNICIPAL CODE REQUIREMENTS

FINAL LANDSCAPE PLANS AND QUANTITES TO BE SUBMITTED AT TIME OF FINAL DEVELOPMENT PLAN

PLANTING SCHEDULE

BUSINESS NO. 32108

PLANTING LIST AND REQUIREMENTS

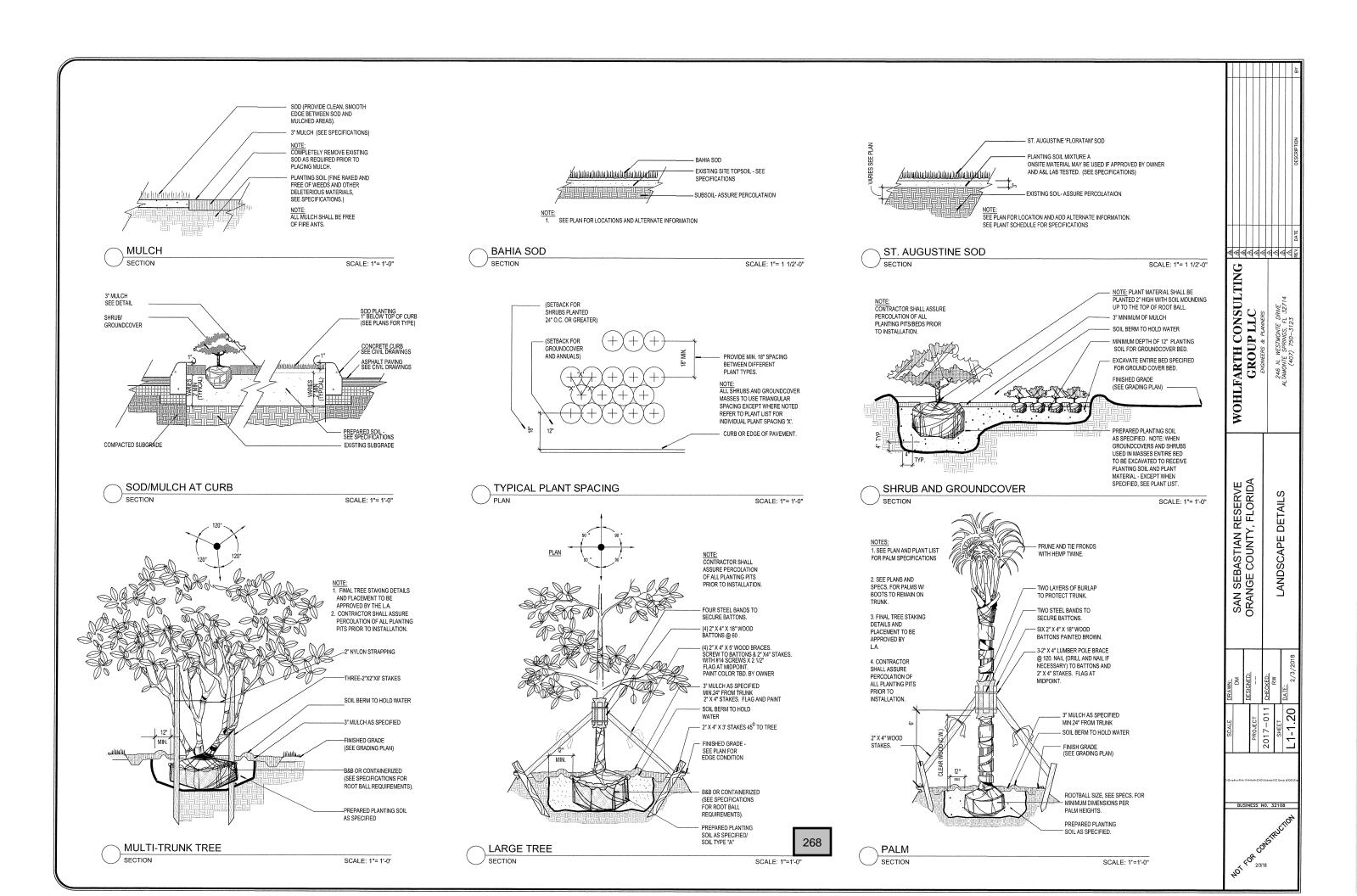
SAN SEBASTIAN RESERVE ORANGE COUNTY, FLORIDA

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WOHLFARTH CONSULTING GROUP LLC

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SCAL





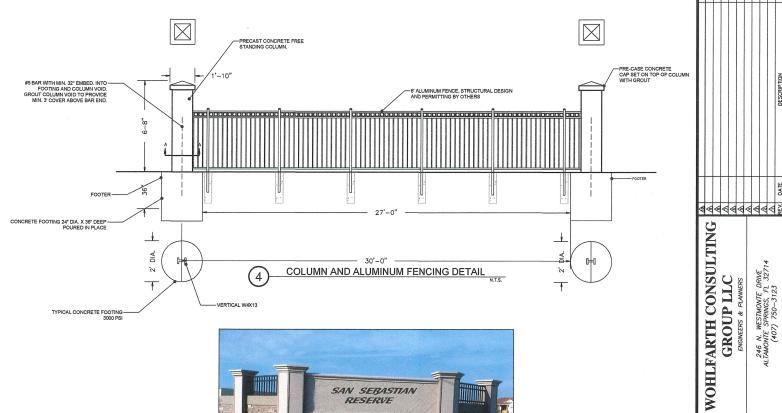
1 STACKED STONE RESIDENTIAL DETAIL



2 TYPICAL 6' PVC FENCE



3 PLAYGROUND





COLUMN AND ALUMINUM FENCING DETAIL

GROUP LAND DEVELOPMENT & ENGINEERING SERVICES BUSINESS NO. 32108 < 6St 11/2/17

SAN SEBASTIAN RESERVE ORANGE COUNTY, FLORIDA

GENERAL DETAILS

246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FL 32714 (407) 750–3123

