

APOPKA CITY COUNCIL AGENDA
May 18, 2016 7:00 PM
APOPKA CITY HALL COUNCIL CHAMBERS

CALL TO ORDER

INVOCATION - Pastor James Hicks of Center of Faith Church.

PLEDGE

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

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

PUBLIC/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Proclamations:

1. National EMS Week Proclamation

Mayor Kilsheimer

Presentations:

1. Special Presentation to Christian Lamphere and Boy Scout Troop 211

Commissioner Velazquez

CONSENT (Action Item)

1. Approve appointment of Jose Molina to the Planning Commission.
2. Confirm appointment of Commissioner Dean as alternate to MetroPlan Orlando Board of Directors.
3. Authorize the purchase of a concrete mixer from Ernest Industries, Inc.
4. Authorize the change of dealer and additional cost for a vehicle for the Sewer Maintenance Division.
5. Authorize the purchase and installation of a mast arm traffic signal.
6. Approve the Sensus Agreement relating to the Automated Meter Reading (AMR) System Upgrade.
7. Approve the final extensions of the contracts for Geotechnical and Environmental Engineering Services.
8. Award the perimeter boundary clearing of the Golden Gem property to The Collage Companies.
9. Award a contract to Dell Financial Services for the lease of Police Department laptops.
10. Award a contract for CMAR Preconstruction Services to Garney Construction Company.
11. Award a contract to Florida Community Bank (FCB) for banking services.

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance 2498 – First Reading – Change of Zoning - Quasi-Judicial

David Moon

BUSINESS (Action Item)

1. Preliminary Development Plan/Development Agreement – Copart, Inc.
2. Council
 - a. Lake Apopka Natural Gas District board Appointment Letter
3. Public

David Moon

Vice Mayor Dean

MAYOR'S REPORT

1. Appointments to Lake Apopka Natural Gas District Board of Commissioners

NOT REQUIRING ACTION

1. Thank you letter to the City of Apopka from the GFWC Apopka Woman's Club Inc.
2. Thank you letter to the Police Department from the Kids House Children's Advocacy Center.
3. Thank you letter to the Community Development Department from Resident.
4. Thank you card to the City from the Family of the Late Reverend Albert E. Dean

ADJOURNMENT

DATE	TIME	EVENT
May 30, 2016	–	Memorial Day Holiday – City Offices Closed
June 1, 2016	1:30pm –	City Council Meeting
June 2, 2016	5:30pm – 9:00pm	Food Truck Round Up
June 14, 2016	5:30pm – 6:00pm	Planning Commission Meeting
June 15, 2016	7:00pm –	Council Meeting

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

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

Backup material for agenda item:

1. Approve appointment of Jose Molina to the Planning Commission.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: May 18, 2016
FROM: Mayor Kilsheimer
EXHIBITS: Resignation Letter of
Pam Toler, Board Appointment Form,
Cover Letter, Resume

SUBJECT: APPROVE APPOINTMENT OF JOSE MOLINA TO THE PLANNING COMMISSION.

REQUEST: APPROVE APPOINTMENT OF JOSE MOLINA TO THE PLANNING COMMISSION FOR THE REMAINDER OF THE THREE (3) YEAR TERM ENDING OCTOBER 14, 2017.

SUMMARY:

On, May 12, 2016, Pam Toler submitted her resignation from the Planning Commission effective May 15, 2016. Accordingly, Mayor Kilsheimer has appointed Jose Molina, legal resident, to the Planning Commission for the three-year term ending October 14, 2017. Pursuant to §11.05.00 B.1., City of Apopka Code of Ordinances, this mayoral appointment requires approval by City Council.

FUNDING SOURCE:

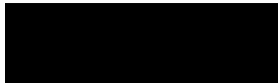
N/A

RECOMMENDATION ACTION:

Approve appointment of Jose Molina to Planning Commission for the three-year term ending October 14, 2017.

DISTRIBUTION

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



May 12, 2016

Mayor Joe Kilsheimer
City Hall
120 E. Main Street
Apopka, FL 32703

Dear Mayor Kilsheimer,

Thank you for providing me the opportunity to serve the City of Apopka on the Planning and Zoning Commission.

Due to family obligations, I am submitting my resignation from the Commission effective May 15, 2015,

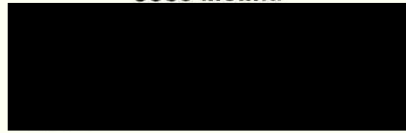
Serving on the Commission has been a rewarding and valuable experience. It has been my honor to serve my City.

Best Regards,

Pamela D. Toler

RECEIVED
MAY 12 2016
MAYOR'S OFFICE

Jose Molina



April 4, 2016

The Honorable Joseph Kilshiemer
Mayor, City of Apopka
120 Main Street
Apopka, FL 32703

Dear Honorable Mayor Kilshiemer:

As a constituent and long-time resident of Apopka, I respectfully request and would greatly appreciate the opportunity to meet with you, at your convenience, to discuss my interest and the possibility of serving as a member of the Planning Commission.

I have been attending both City Council meetings and the City Planning Commission meetings on a regular basis. I have also supported and believe in the administration's "vision" which introduces new and progressive ideas with respect to Apopka's future growth.

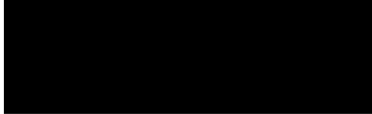
I have enclosed my resume for your review. I believe my qualifications will meet the standards the city is looking for in reference to a position on the Planning Commission. To be an active member of such an important part of Apopka's future would be an honor.

Thank you for your attention and I look forward to meeting with you.

Most Respectfully,

Jose Molina
Firefighter First Grade, NYCFD, Retired
Master Sergeant, USAF, Retired

Jose L. Molina, Jr.



Employment History

Motor Protection Electronics, Inc., QC/Electrical Technician, 4/2007 to present.

Lowe's, Electrical Associate, 9/2007 to 6/2010

New York City Fire Department, Firefighter, 9/1983 to 6/2003, Career Retirement, 20 years.

U.S. Air Force National Guard, Master Sergeant, E-7, Career Retirement, 29 years.

Additional work experience:

Drash Systems, Inc. Electrical Service Tech., 4/2004 to 4/2005

New York City Transit Authority, Electrical Inspector, 9/1981 to 9/1983

Education

Numerous Electrical and Fire Certifications, dating from 5/1973 to present.

Language Skills

Spanish, spoken, written and read on intermediate level.

Interest

Community affairs, local government

Golf

Reading

Backup material for agenda item:

2. Confirm appointment of Commissioner Dean as alternate to MetroPlan Orlando Board of Directors.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: May 18, 2016
 FROM: Mayor Kilsheimer
 EXHIBITS: MetroPlan Orlando
 Internal Operating Procedures

SUBJECT: APPOINTMENT OF ALTERNATE TO METROPLAN ORLANDO BOARD.

REQUEST: CONFIRM APPOINTMENT OF COMMISSIONER DEAN AS AN ALTERNATE TO THE METROPLAN ORLANDO BOARD OF DIRECTORS.

SUMMARY:

Currently, Mayor Kilsheimer sits on the Board of Directors of MetroPlan Orlando as a member who is a representative of the Office of Mayor of the City of Apopka. Pursuant to *III.(3.), MetroPlan Orlando Internal Operating Procedures*, “A MetroPlan Orlando member entity may appoint, by action taken at an official meeting of the entity, an alternate for one or more of its appointed MetroPlan Orlando members.” Mayor Kilsheimer, in accordance with the applicable MetroPlan Orlando Internal Operating Procedures, Florida Laws and Charter of the City of Apopka, requests a vote by council to confirm appointment of Commissioner Billie Dean as an alternate to the MetroPlan Orlando Board of Directors.

FUNDING SOURCE:

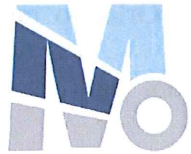
N/A

RECOMMENDED ACTION:

Confirm appointment of Commissioner Billie Dean as an alternate to the MetroPlan Orlando Board of Directors.

DISTRIBUTION

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



metroplan orlando
A REGIONAL TRANSPORTATION PARTNERSHIP

MetroPlan Orlando
Internal Operating Procedures

- I. Statement of Agency Organization and Operation
- II. Vision and Mission Statements
- III. Membership, Appointments, Terms of Office and Vacancies
- IV. Officers
- V. Executive Director
- VI. Organizational Units of MetroPlan Orlando
- VII. Operating Procedures
- VIII. Procedures for Public Involvement Process
- IX. Procedures for Amending the Long Range Transportation Plan and the Transportation Improvement Program (TIP)
- X. Procedures for Revising Orlando Urban Area Boundary
- XI. Minority Business Enterprise Program
- XII. Title VI Complaint Procedure

I. **STATEMENT OF AGENCY ORGANIZATION AND OPERATION**

1. The Orlando Urban Area Metropolitan Planning Organization, d/b/a MetroPlan Orlando/A Regional Transportation Partnership is created under the provisions of 23 USC §134 et.seq and Section 339.175, Florida Statutes, and is charged in cooperation with the State of Florida to develop transportation plans and programs for the Orlando metropolitan area. Such plans and programs must provide for the development of transportation facilities that will function as an intermodal transportation system for the metropolitan area. The process for developing such plans and programs shall be continuing, cooperative, and comprehensive to the degree appropriate based on the complexity of the transportation problems.

Additional information concerning MetroPlan Orlando may be obtained from the Interlocal Agreement creating MetroPlan Orlando, and the organization's website, www.metroplanorlando.com.

2. AGENCY CLERK. The Clerk of MetroPlan Orlando is the Senior Board Services Coordinator, whose address is c/o MetroPlan Orlando, 315 East Robinson Street, Suite 355, Orlando Florida 32801, and telephone number (407) 481-5672 extension 307. The duties of the Clerk include, but are not limited to, assisting the Executive Director and the MetroPlan Orlando Board Members in the day-to-day operations of MetroPlan Orlando.

II. VISION AND MISSION STATEMENTS

(1.) The vision of MetroPlan Orlando is a regional transportation system that safely and efficiently moves people and goods through a variety of options that support the region's vitality.

(2.) The mission of MetroPlan Orlando is to provide leadership in transportation planning by engaging the public and fostering effective partnerships. MetroPlan Orlando shall achieve this mission by:

- (a) Preparing and maintaining up-to-date regional transportation plans
- (b) Setting priorities for investing transportation resources to implement adopted regional plans
- (c) Shaping and communicating a regional perspective on transportation issues
- (d) Competing nationally and statewide for additional financial resources
- (e) Identifying and advocating alternative local funding issues

(f) Building strong alliances with the business community and residents of the region

(g) Coordinating planning efforts with federal, state and local governments and other transportation agencies

(h) Recruiting and retaining top quality staff and consultants.

III. **MEMBERSHIP, APPOINTMENTS, TERMS OF OFFICE AND VACANCIES**

(1.) In accordance with Section 339.175, Florida Statutes, the designation of MetroPlan Orlando and the composition of its Board shall be accomplished by agreement between the Governor and units of general purpose local government within the Orlando metropolitan area, consistent with the specific requirements of federal and state laws and on the basis of an equitable population distribution. The governing body of each governmental entity so designated appoints the appropriate number of members to the MetroPlan Orlando Board from eligible officials. The Chairpersons of the Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee, Municipal Advisory Committee, and Kissimmee Gateway Airport serve as non-voting advisors of MetroPlan Orlando. Other non-voting advisors may also be appointed as deemed necessary by MetroPlan Orlando. In addition, the District Secretary of the Florida Department of Transportation is a non-voting advisor to the MetroPlan Orlando Board. All non-voting advisors may attend and participate fully in governing board meetings, but shall not have a vote and shall not be members of the governing board.

(2.) MetroPlan Orlando, as designated by the Governor of Florida and by Interlocal Agreement, consists of members who are representatives of:

(a) City of Orlando

- Office of Mayor (1)
- City Commission (1)
- (b) Orange County (6)
- (c) Orlando-Orange County Expressway Authority (1)
- (d) City of Altamonte Springs
Office of Mayor (1)
- (e) Seminole County (2)
- (f) Osceola County (1)
- (g) City of Apopka
Office of Mayor (1)
- (h) City of Kissimmee
Office of Mayor (1)
- (i) City of Sanford
Office of Mayor (1)
- (j) Central Florida Regional Transportation Authority (1)
- (k) Greater Orlando Aviation Authority (1)
- (l) Sanford Airport Authority (1)

(3.) A MetroPlan Orlando member entity may appoint, by action taken at an official meeting of the entity, an alternate for one or more of its appointed MetroPlan Orlando members.

(a.) An alternate voting member's term shall be for no longer than the term of the voting member they represent as specified in Section 339.175(3)(b), Florida Statutes.

(b.) A MetroPlan Orlando member entity shall notify MetroPlan Orlando, in writing, that the appointed individual may act as a regular alternate member in accordance with Section 339.175(3)(a), Florida Statutes, if the regular

member cannot attend a meeting the alternate member may be designated for one or more specific meetings, at the discretion of the MetroPlan Orlando member entity.

IV. **OFFICERS**

(1.) The last scheduled meeting of each calendar year shall be known as the Annual Meeting of MetroPlan Orlando and shall be for the purpose of electing new officers and conducting such other business as may come before the members. MetroPlan Orlando shall elect from its voting membership a Chairman, Vice Chairman and Secretary-Treasurer.

(2.) Each officer shall be from a different local government or transportation agency.

(3.) Each member so elected shall serve for one (1) year or until he/she is reelected or until his/her successor is elected. The Chairman, Vice Chairman and Secretary-Treasurer's terms of office shall be limited to two (2) consecutive one (1) year terms and neither shall be eligible again until two (2) additional years have elapsed, nor shall either be succeeded by a member from the same local government or agency for his/her respective office.

(4.) The newly elected officers shall be declared installed and shall assume the duties of office at the first scheduled meeting of the new calendar year, or as designated by the board.

(5.) The Chairman shall preside at all meetings of MetroPlan Orlando and perform all duties as may be prescribed by MetroPlan Orlando.

(6.) The Vice Chairman will assume the duties and responsibilities of the Chairman in the Chairman's absence.

(7.) The Secretary-Treasurer shall be responsible for ensuring the minutes and records of MetroPlan Orlando are kept in proper order.

(8.) All official contracts, agreements and other documents approved for action by MetroPlan Orlando shall be signed by the Chairman or a designee approved by the Board, or either of the other two (2) officers.

V. **EXECUTIVE DIRECTOR**

(1.) The Executive Director is selected and appointed by MetroPlan Orlando members and serves at their discretion and pleasure.

(2.) The Executive Director, under the general policy direction of MetroPlan Orlando and within its adopted guidelines, has the authority to perform the highest level leadership, managerial and administrative functions related to MetroPlan Orlando, including, but not limited to the following:

(a.) Implementing the vision and mission of MetroPlan Orlando by providing the necessary leadership in planning and promoting a comprehensive intermodal surface transportation system.

(b.) Working with MetroPlan Orlando in the development of strategies, goals, objectives and plans for growth management.

(c.) Developing positive working relationships with all constituents, coordinating entities and elected officials.

(d.) Building consensus among all stakeholders.

(e.) Procuring funding.

- (f) Developing and creating funding sources.
- (g) Evaluating plans and strategies to assure the highest level of results for Central Florida.

VI. **ORGANIZATIONAL UNITS OF METROPLAN ORLANDO**

(1.) MetroPlan Orlando has established the following Board committees within the nineteen (19) member MetroPlan Orlando governing body:

(a) The Executive Committee consists of the Chairman, Vice Chairman, Secretary-Treasurer, the immediate past-Chairman, and four other members approved by the Board. It meets as deemed necessary by the Board Chairman. The purpose of this Committee is to discuss issues and develop recommendations before they are presented to the full governing Board and other matters of general interest that are brought before it by the Chairman and the Executive Director.

(b) The Personnel Committee consists of the Chairman, Vice Chairman, the immediate past-Chairman and one other member approved by the Board. The purpose of this Committee is to address personnel-related issues.

(c) The Transportation Systems Committee consists of the Chairman, the Board members representing the region's transportation operating agencies (the Orlando-Orange County Expressway Authority, Central Florida Regional Transportation Authority, Greater Orlando Aviation Authority, and Sanford Airport Authority) and eight other members approved by the Board. The advisor from the Kissimmee Gateway Airport may also be appointed to serve on this

Committee. The purpose of this Committee is to review particular transportation issues as may be brought before it by the Chairman or the Executive Director.

(d) The Finance Committee consists of the Chairman, Vice Chairman, Secretary-Treasurer and three other members approved by the Board. The purpose of this Committee is to address financial issues associated with the organization and methods for generating additional funding sources to meet regional transportation needs.

(2.) MetroPlan Orlando shall establish the following standing committees:

(a) A Transportation Technical Committee (TTC) composed of planners, engineers and other appropriate disciplines from agencies and governments within the Orlando Urbanized Area. The voting membership of the TTC shall be as follows:

(1.) The allocation of voting representation of the Technical Committee shall be based on the following criteria:

a. Local jurisdictions with a population of 100,000 or more (based on current published University of Florida estimates) shall be allocated three (3) votes each.

b. Local jurisdictions with a population between 50,000 and 99,999 (based on current published University of Florida estimates) shall be allocated two (2) votes each.

c. Local jurisdictions with a population between 5,000 and 49,999 (based on current published University of Florida estimates) shall be allocated one (1) vote each.

d. Local transportation agencies/authorities and school districts shall be allocated one (1) vote each.

(2.) The voting representation is three (3) voting representatives from each of the following:

- (a) Orange County
- (b) Osceola County
- (c) Seminole County
- (d) City of Orlando

(3.) The voting representation is two (2) voting representatives from each of the following:

- (a) City of Kissimmee
- (b) City of Sanford

(4.) The voting representation is one (1) voting representative from each of the following:

- (a) City of Altamonte Springs
- (b) City of Apopka
- (c) City of Belle Isle
- (d) City of Casselberry
- (e) City of Lake Mary
- (f) City of Longwood
- (g) City of Maitland
- (h) City of Ocoee
- (i) City of Oviedo
- (j) City of St. Cloud
- (k) City of Winter Garden
- (l) City of Winter Park
- (m) City of Winter Springs

(5.) The voting representation is one (1) voting representative from each of the following transportation agencies/authorities and school districts:

- (a) Central Florida Regional Transportation Authority/Lynx
- (b) East Central Florida Regional Planning Council
- (c) Greater Orlando Aviation Authority
- (d) Kissimmee Gateway Airport

- (e) Orlando- Orange County Expressway Authority
- (f) Reedy Creek Improvement District
- (g) Sanford Airport Authority
- (h) Seminole County Public School District
- (i) Orange County Public School District
- (j) Osceola County Public School District
- (k) Osceola County Expressway Authority

(6.) Upon written petition to the Transportation Technical Committee, additional advisory, non-voting members may be appointed to the Technical Committee with the recommendation of the Technical Committee and the concurrence of the MetroPlan Orlando Board.

(7.) In addition there shall be a liaison representative from each of the following agencies: the Florida Department of Transportation District 5 and the Florida's Turnpike Enterprise.

(b) A Citizens' Advisory Committee (CAC) composed of lay citizens within the Orlando metropolitan area. The voting membership of the CAC shall be as follows:

- (1.) Seven (7) at-large representatives from Orange County;
- (2.) Seven (7) at-large representatives from Seminole County;
- (3.) Two (2) at-large representatives from Osceola County;
- (4.) One (1) representative each from the Cities of Altamonte Springs, Apopka, Belle Isle, Casselberry, Kissimmee, Lake Mary, Longwood, Maitland, Ocoee, Orlando, Oviedo, St. Cloud, Sanford, Winter Garden, Winter Park, and Winter Springs. The membership of the CAC may be expanded to include representatives from

environmental groups, minority communities, the elderly, people with disabilities, civic organizations, and others as deemed appropriate by the CAC and the MetroPlan Orlando Board.

(c) A Bicycle and Pedestrian Advisory Committee (BPAC) composed of both representatives from local governments as well as representatives from local bicycling, walking, skating and running organizations and interested citizens. The voting membership of the BPAC shall be as follows:

(1.) One (1) representative from each local government participating in MetroPlan Orlando's Bicycle and Pedestrian Program and shall represent at least one of the following agencies:

- (a.) Engineering
- (b.) Planning
- (c.) Education System
- (d.) Law Enforcement
- (e.) Public Works
- (f.) Parks and Recreation

(2.) In addition, the MetroPlan Orlando Board shall appoint seven (7) at-large members who are representatives from local bicycling clubs, running clubs, walking clubs, bicycle shops, safety organizations, interested citizens, etc.

(3.) Additional non-voting members may be appointed to the Bicycle and Pedestrian Advisory Committee with the

recommendation of the BPAC and the concurrence of the MetroPlan Orlando Board. In addition, there shall be a liaison representative from the Florida Department of Transportation District 5.

(3.) The purpose and functions of these standing Committees shall be as follows:

(a) Transportation Technical Committee:

(1.) Be responsible for the development and review of transportation studies, reports, plans and/or programs and recommending action pertinent to the subject documents to MetroPlan Orlando.

(2.) Develop priority recommendations to MetroPlan Orlando or other agencies responsible for plan and program implementation based upon the needs as determined by technical studies.

(3.) Be responsible for assisting MetroPlan Orlando with coordinating public information activities concerning the studies.

(4.) Serve as an advisory committee for the completion of all required transportation studies, plans development, and programming recommendations required under the public laws pertaining to all modes of transportation and transportation support facilities.

(5.) Serve as an advisory committee to any and all duly constituted area-wide transportation authorities or boards, as well

as area-wide planning boards or councils for physical development, health, social or comprehensive planning upon direct request of such authorities, boards or councils.

(6.) Assist in other functions as deemed desirable by MetroPlan Orlando.

(b) Citizens' Advisory Committee:

(1.) Advise MetroPlan Orlando on public opinion in formulating goals and objectives for shaping the urban environment.

(2.) Participate in public information programs.

(3.) Provide an effective citizens' review of the preliminary findings and recommendations for continuing study.

(4.) Assist in other functions as deemed desirable by MetroPlan Orlando.

(c) Bicycle and Pedestrian Advisory Committee:

(1.) Review, amend, comment and recommend bicycle and pedestrian facilities implementation plans to MetroPlan Orlando to guide in making road construction and improvement decisions.

(2.) Study, pursue and encourage public and private funding for future bicycle and pedestrian related projects to further the implementation of the bicycle and pedestrian plans.

(3.) Develop programs based on the four "E's" of bicycle and pedestrian planning (Engineering, Education, Enforcement and

Encouragement) to encourage and foster the increased use of bicycling and walking as transportation throughout the Orlando Urban Area.

(4.) Carry out bicycle and pedestrian related tasks requested by MetroPlan Orlando.

(4.) Both the Transportation Technical Committee and the Citizens' Advisory Committee shall maintain a broad perspective covering the range of all modes of transportation and associated facilities in all recommended planning work programs, so that proper study and evaluation of transportation needs shall result in a multi-modal transportation system plan, balanced with respect to area wide needs and properly related to area wide comprehensive plans, goals and objectives.

(5.) MetroPlan Orlando shall establish a special purpose committee known as the Municipal Advisory Committee (MAC). The purpose and function of the MAC shall be to involve those municipalities that are not voting members of MetroPlan Orlando in the transportation planning process, and to provide a forum for those municipalities to assess reaction to transportation planning proposals and to provide comment to the MetroPlan Orlando Board with respect to the concerns of the various municipalities' transportation needs. The MAC will consist of Mayors, or Mayors' designee, of such municipalities. The Chairman of the MAC will be a non-voting advisor to the MetroPlan Orlando Board. The MAC may adopt bylaws. The voting membership of the MAC shall be the Mayor or Mayor's designee as follows:

- (a) City of Bay Lake
- (b) City of Belle Isle

- (c) City of Casselberry
- (d) Town of Eatonville
- (e) City of Edgewood
- (f) City of Lake Buena Vista
- (g) City of Lake Mary
- (h) City of Longwood
- (i) City of Maitland
- (j) Town of Oakland
- (k) City of Ocoee
- (l) City of Oviedo
- (m) City of St. Cloud
- (n) Town of Windermere
- (o) City of Winter Garden
- (p) City of Winter Park
- (q) City of Winter Springs

Every effort should be made for the Mayor or a member of the City Commission or Council to represent the membership on the Committee. However, where this is not feasible senior staff may be designated to serve.

(6.) Reports, studies, plans and programs and databases shall be approved or endorsed by the MetroPlan Orlando Board after review by the Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee, and Municipal Advisory Committee, as appropriate. A resolution may be noted as officially adopted by the MetroPlan Orlando Board and placed into effect upon signature

by the MetroPlan Orlando Chairman without waiting for the minutes of the entire meeting to be officially approved at the next MetroPlan Orlando board meeting.

VII. OPERATING PROCEDURES

(1.) MetroPlan Orlando shall meet at least four times a year at a time and location designated by MetroPlan Orlando and at such other times as the Chairman may determine necessary.

(2.) Advance notification of all meetings, both regular business and special, shall be provided as required by applicable law.

(3.) A quorum shall consist of a majority of those members entitled to vote. A majority shall consist of one-half the voting members plus one.

(4.) MetroPlan Orlando members must be present to cast a vote. Any business transacted by MetroPlan Orlando must be approved by not less than a majority of the votes cast.

(5.) Voting shall be by voice. A roll call vote shall be held to adopt and/or amend the Long Range Transportation Plan and Transportation Improvement Program and in all instances where a voice vote is other than unanimous on all other items. All other questions or procedures shall be governed by the most recent edition of Robert's Rules of Order.

(6.) Code of Ethics. Members, Officers, and Employees are required to comply with Florida Statute 112, Part III, Code of Ethics for Public Officers and Employees.

Members are expected to abide by the ethical rules which govern their service on the organization they represent.

(1.) All MetroPlan Orlando Board and committee meetings will be open to the public.

(2.) The public may obtain information or make submissions or requests concerning MetroPlan Orlando matters to the Office of the Executive Director, MetroPlan Orlando, 315 E. Robinson Street, Suite 355, Orlando, Florida 32801, by calling (407) 481-5672, or emailing info@metroplanorlando.com.

(3.) The procurement of goods and services shall be conducted in accordance with applicable federal and state law and Resolution No. 05-01, Resolution Adopting the Procedures for Purchases, Sales, Services, and Contracts of MetroPlan Orlando, and as amended from time to time. Procedures for the resolution of protests arising from any contract bidding process are also provided in Resolution No. 05-01.

VIII. **PROCEDURES FOR PUBLIC INVOLVEMENT PROCESS**

(1.) The Safe, Accountable, Flexible, Efficient, Transportation, Equity, Act: A Legacy for Users, or SAFETEA-LU requires all Metropolitan Planning Organizations to establish a public involvement process in conjunction with the overall transportation planning process occurring within their respective urban areas. MetroPlan Orlando's public involvement policy, as outlined in the organization's Public Involvement Plan, shall ensure that the requirements and criteria established under the SAFETEA-LU legislation are met. The SAFETEA-LU legislation states that public involvement processes be proactive and provide complete information, timely public notice, full access to key decisions, and opportunities for early and continuing involvement of the public in developing plans and Transportation Improvement Programs.

(2.) In complying with the SAFETEA-LU public involvement requirements listed above, MetroPlan Orlando shall specifically implement the following procedures for Federal-aid highway and transit programs:

(a) All meetings of MetroPlan Orlando, the Municipal Advisory Committee (MAC), Transportation Technical Committee (TTC), Citizens' Advisory Committee (CAC), Bicycle and Pedestrian Advisory Committee (BPAC), and other Committees as may be established, shall be open to the public and opportunities for public comments shall be provided. All public meetings and hearings shall be held in locations that are accessible to people with disabilities.

(b) MetroPlan Orlando's public involvement process shall provide for early and continuing involvement in the transportation planning and programming process to all segments of the community. As specifically stated in the SAFETEA-LU legislation, these segments are freight shippers, users of public transit, citizens, providers of transportation, affected public agencies, representatives of transportation agency employees, other interested parties, and segments of the community affected by transportation plans, programs, and projects. The process shall also provide for seeking out and considering the needs of those traditionally underserved by existing transportation systems, such as low income and minority households which may face challenges accessing employment and other amenities.

(c) Prior to the adoption of the Long Range Transportation Plan, at least one public hearing on the Plan shall be held within the Orlando metropolitan area. Public hearing notices shall be published in the Orlando Sentinel, as well as

in other local newspapers published for minority communities. The comments received from the public hearing process shall be taken into consideration by MetroPlan Orlando before the Long Range Transportation Plan is adopted.

(d) A public hearing shall be held in conjunction with the preparation of the Transportation Improvement Program (TIP). Any comments received from the public will be taken into consideration by MetroPlan Orlando before the TIP is adopted.

(e) The final adopted TIP shall be made available for review by the public at the MetroPlan Orlando staff offices and on the organization's website at www.metroplanorlando.com. Copies of notices of the public hearings referred to herein and notices of the plans and reports referred to herein shall be provided to all persons, including private providers of transportation who have requested to be provided with copies of such notices, proposed plans and reports.

(f) The MetroPlan Orlando staff shall make presentations to various groups, civic organizations, Chambers of Commerce, etc. regarding the transportation plans and programs occurring within the Orlando Urbanized Area.

(g) An annual report will be produced and distributed to provide information on transportation-related activities occurring in the Orlando Urbanized Area.

(h) From time to time, surveys may be conducted to obtain a sample of public opinions on the transportation related issues affecting the Orlando Urbanized Area, and to help MetroPlan Orlando determine what goals and

objectives to pursue in planning for the future development of the Orlando Urbanized Area's transportation system.

(i) Periodic newsletters on transportation issues may be published and distributed by MetroPlan Orlando.

(j) MetroPlan Orlando may provide various means for the public to obtain information regarding transportation planning activities. These means may include, but not be limited to, the Internet, published advertisements, TV and radio advertisements, participation at community expositions and events, public information videos, public service announcements, display boards in public buildings, and brochures.

(k) In accordance with the provisions of SAFETEA-LU, public meetings that are part of the public participation plan will be conducted at convenient and accessible locations at convenient times. In addition, MetroPlan Orlando will utilize visualization techniques to describe the plans and make public information available, when possible, in an electronically accessible format.

(l) MetroPlan Orlando's procedures for complying with federal requirements associated with Title VI of the Civil Rights Act of 1964 are outlined in the organization's Title VI Plan and Limited English Proficiency Plan. Additionally, more information on the Title VI Complaint Procedure is contained in Section XII of these operating procedures.

IX. PROCEDURES FOR AMENDING THE LONG RANGE TRANSPORTATION PLAN (LRTP) AND THE TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

(1.) The process for amending the adopted Orlando Urbanized Area Long Range Transportation Plan is established as follows:

(a) Amendments to the LRTP may be requested for consideration by MetroPlan Orlando at any time. To the extent feasible, amendments shall coincide with the adoption of the Transportation Improvement Program (TIP) by the MetroPlan Orlando Board in July of each year. MetroPlan Orlando staff will work with applicants who believe they are not able to comply with the amendment schedule.

(b) Amendments shall be requested in writing and shall be addressed to the MetroPlan Orlando Executive Director or Deputy Executive Director.

(c) Projects subject to the amendment request and review process:

(1.) Any transportation project which involves a major improvement and funded either entirely or in part by Federal or State funds that are proposed to be added to or deleted from the adopted Long Range Transportation Plan shall be subject to the amendment request and review process.

(2.) Any proposed transportation project that is of a new or prototype technology, and will impact the adopted Long Range Transportation Plan, shall be subject to the amendment request and review process.

(3.) Any non-Federal or non-State funded proposed regionally significant (23 CFR 450.104) transportation project (including privately-funded projects) shall be reported to MetroPlan Orlando for addition into the Long Range Transportation Plan through the amendment request and review process.

(d) Who may submit an amendment request:

(1.) Amendment requests may be initiated by a government agency such as the State, a city, county or a transportation authority.

(2.) Amendment requests originating from the private sector shall be sponsored by the local government of jurisdiction.

(e) Action upon submittal of an amendment request.

(1.) MetroPlan Orlando staff shall screen the amendment request to determine if there is a major impact upon the transportation system and if a detailed analysis of the project, as defined in the following paragraphs, is needed.

(2.) Projects that have a total construction cost of less than \$4 million are to be considered a minor transportation improvement and a detailed analysis will not be required.

(f) If a detailed analysis is required, the amendment request shall describe the project and its location and shall include an analysis of the project impacts, as follows:

(1.) Traffic.

- (a.) Current year and future year consistent with current adopted Long Range Transportation Plan.
 - (b.) Average daily traffic (ADT) and peak-hour.
 - (c.) Directional traffic load.
 - (d.) Level of Service and roadway capacity.
- (2.) Environmental and social impacts.
- (a.) Minimal, moderate, or major impact on air quality.
 - (b.) Minimal, moderate, or major impact on wetlands displaced.
 - (c.) Minimal, moderate, or major impact on homes and businesses displaced.
 - (d.) Minimal, moderate, or major impact on public facilities.
- (3.) Compatibility with all applicable local comprehensive plans and programs.
- (a.) Existing and future land use.
 - (b.) Capital Improvement Programs.
 - (c.) Traffic Circulation and Transit Elements; and,
 - (d.) Bicycle & Pedestrian Plans.
- (4.) Compatibility with MetroPlan Orlando adopted Long Range Transportation Plan and East Central Florida Regional Planning Council (ECFRPC) Strategic Regional Policy Plan.
- (5.) Financial impact.

- (a.) Project capital cost subdivided according to preliminary engineering and design, right-of-way acquisition, and construction.
 - (b.) Identification of the funding source, time period and impact on other projects.
 - (c.) Annual Operations and Maintenance costs.
- (6.) Contribution to implementation of multi-modal transportation system.
- (a.) Potential for inclusion of future bus and rail transit facilities.
 - (b.) Proximity to existing or proposed transit routes, transit centers and/or multi-modal facilities, and major activity centers.
 - (c.) Inclusion of transit passenger amenities.
 - (d.) Inclusion of bicycle and pedestrian facilities based on the following criteria:
 - (1.) Expected facility usage.
 - (2.) Contribution to regional bicycle and pedestrian systems.
 - (3.) Accident reduction.
 - (4.) Linkage with other transportation modes.
 - (5.) Improvement to school access.

(6.) Inclusion in adopted Growth Management Plans.

(g) Process of Evaluation:

(1.) The following checklist of evaluation criteria developed by MetroPlan Orlando will be utilized to evaluate each amendment request:

(a.) Have the categories of information stipulated below been provided in sufficient detail?

(1.) Traffic.

(2.) Environmental and Social Impacts.

(3.) Compatibility with Local Comprehensive Plans.

(4.) Compatibility with ECFRPC Strategic Policy Plan and MetroPlan Orlando currently adopted Long Range Transportation Plan.

(5.) Financial Impact.

(6.) Contribution to implementation of multi-modal transportation system.

(b.) Has an adequately-sized impact area been identified which includes the major transportation facilities affected?

(c.) Has the applicant used officially adopted Levels of Service tables (FDOT) in preparing its report on traffic impacts?

- (d.) Has the applicant assumed various transportation projects which may be of benefit to its project to be funded and constructed in the immediate time period when there may be no commitments for doing so?
 - (e.) Has the applicant used an acceptable method for measuring impacts to air quality?
 - (f.) Will the applicant prepare a mitigation plan for environmental impacts?
 - (g.) Has the applicant identified not only the project costs, but also the sources of funding?
 - (h.) Has the applicant provided evidence of funding commitments, both from itself and other parties if involved?.
 - (i.) Does the project incorporate mobility improvements that address capacity or concurrency improvements?
 - (j.) If it is a transit project, is it compatible with the adopted Transit Development Plan or Regional Transit Systems Concept Plan?
 - (k.) Does the project add to the connectivity of the current transportation system, and/or enhance the movement toward a seamless transportation system?
- (h) Who shall approve an amendment request:

(1.) The Transportation Technical Committee shall review the requested amendment based upon a technical evaluation of its merit and shall make recommendations to MetroPlan Orlando.

(2.) The Citizens' Advisory Committee shall review the requested amendment and shall make recommendations to MetroPlan Orlando.

(3.) The Bicycle and Pedestrian Advisory Committee shall review the requested amendments that impact existing or proposed bicycle and pedestrian facilities and shall make recommendations to MetroPlan Orlando.

(4.) The Municipal Advisory Committee shall review the requested amendment and shall make recommendations to MetroPlan Orlando.

(5.) MetroPlan Orlando Board shall consider the recommendations of its subsidiary committees and shall exercise final approval or disapproval of the amendment request.

(6.) Within 30 days of receipt of the amendment request, the MetroPlan Orlando staff shall review the amendment request to determine if a detailed analysis is needed or if it contains sufficient information upon which to process the amendment.

(a.) If the MetroPlan Orlando staff finds that the amendment request contains insufficient information upon which to rule, the staff shall identify and request in writing from the applicant, prior

to the expiration of the 30 day examination period, the additional information needed.

(b.) If the MetroPlan Orlando staff finds that the amendment request contains sufficient information upon which to rule, the staff shall notify the applicant in writing that the amendment request has been accepted for review.

(7.) Upon determination that the amendment request contains sufficient information upon which to rule, the MetroPlan Orlando staff shall distribute the amendment request and all other relevant information to the LRTP subcommittee. The MetroPlan Orlando staff, with input from the LRTP subcommittee, shall complete an analysis of the amendment request prior to formal action being requested of the Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee and Municipal Advisory Committee.

(8.) The applicant and the MetroPlan Orlando staff will present the amendment request and the staff analysis findings to the Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee and Municipal Advisory Committee. The applicant will be advised in writing by MetroPlan Orlando when the amendment request has been placed on the MetroPlan Orlando Board meeting agenda.

(9.) The applicant and MetroPlan Orlando staff will also present the amendment request and the staff analysis findings to the MetroPlan

Orlando Board, at least one month prior to the regularly scheduled meeting at which MetroPlan Orlando will take formal action on the amendment request. The applicant will be advised in writing by MetroPlan Orlando when the amendment request has been placed on the MetroPlan Orlando Board meeting agenda for final action.

(10.) Upon approval of the requested amendment, the MetroPlan Orlando staff will initiate appropriate network changes to the Long Range Transportation Plan.

(i) The process for amending the adopted Orlando Urban Area Transportation Improvement Program (TIP) is established as follows:

(1.) When amendments may be requested:

(2.) Amendments involving Federal and/or State funded projects may be accomplished at any time.

(3.) Projects funded locally are included in the TIP for information purposes and may be amended at any time by the local government or transportation agency.

(j) Amendments requesting additions, deletions or rescheduling must be requested in writing and shall be addressed to the MetroPlan Orlando Executive Director or Deputy Executive Director.

(k) Project Requirements:

(1.) If the amendment request involves a major improvement, it must also be included as part of MetroPlan Orlando's adopted Long Range

Transportation Plan and an amendment to the Long Range Transportation Plan must be requested in accordance with this rule.

(2.) If the amendment request involves a Transportation Systems Management (TSM) improvement, it must have had a:

(a.) Traffic Study completed, if it is a turning lane project, or

(b.) Signal Warrant completed, if it is a signalization project.

(3.) Amendment requests must include the project's location, description, the reason for its addition, deletion or rescheduling, source of funds and its impact on other projects.

(l) Process for approval:

(1.) Upon receipt of an amendment request, the MetroPlan Orlando staff shall include the request on the agenda of the next regularly scheduled meeting of the Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee, Municipal Advisory Committee and the MetroPlan Orlando Board.

(2.) The Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee and Municipal Advisory Committee shall review the requested amendment at their next regularly scheduled meeting and shall recommend approval or disapproval to MetroPlan Orlando.

(3.) Upon MetroPlan Orlando Board approval of requested amendments involving highway transportation projects, the MetroPlan Orlando staff will send copies of the MetroPlan Orlando action to FDOT

for submittal to the Florida Department of Economic Opportunity (DEO) and the Federal Highway Administration (FHWA).

(4.) Upon MetroPlan Orlando Board approval of requested amendments involving transit projects, the MetroPlan Orlando staff will send copies of the MetroPlan Orlando action to FDOT for submittal to the Florida Department of Economic Opportunity and the Federal Transit Administration (FTA).

(5.) Upon MetroPlan Orlando approval of requested amendments involving transit projects, the MetroPlan Orlando staff will send copies of the MetroPlan Orlando action directly to all private providers of transportation in the Central Florida area who have requested to be placed on the mailing list for such copies.

(m) **Process for Approval of Emergency Amendments**

In cases where an amendment must be approved prior to the next board meeting for the amended project to receive funding, the MetroPlan Orlando Board Chairman is authorized to approve the amendment and sign the corresponding resolution on behalf of the board without having to call an emergency meeting of the board or committees. The chairman's approval of the amendment then must be ratified at the next regularly scheduled board meeting. To maintain the integrity of the public involvement process, whenever feasibly possible, the Citizens' Advisory Committee, Transportation Technical Committee, Bicycle and Pedestrian

Advisory Committee and Municipal Advisory Committee are asked to provide input prior to ratification by the board.

X. **PROCEDURES FOR REVISING ORLANDO URBAN AREA BOUNDARY**

(1.) The process for revising the Orlando Urban Area boundary is established as follows:

(a) When revisions may be requested:

(1.) MetroPlan Orlando may consider revisions to its urban area boundary during the 10 year interim period between each decennial census taken by the U.S. Census in order to include areas anticipated to become medium and high density residential developments within the 10 year period.

(2.) MetroPlan Orlando will consider requests for revision of an established urban area boundary for comprehensive plan purposes only.

(b) Who may submit a request for revision:

(1.) Requests for revisions to the urban area boundary may only be initiated by the local government having primary jurisdiction over the area to be added to or deleted from the urban area boundary.

(2.) The request for revision must have the endorsement of all other local governments within the area to be added to or deleted from the urban boundary prior to submittal to MetroPlan Orlando.

(c) Revisions shall be requested in writing and shall be addressed to the MetroPlan Orlando Executive Director or Deputy Executive Director.

(d) Process for approval of a request for revision:

(1.) Upon receipt of a requested revision, the MetroPlan Orlando staff shall include the request on the agenda of the next regularly scheduled meeting of the Transportation Technical Committee (TTC) and MetroPlan Orlando Board.

(2.) The TTC shall review the requested revision at its next regularly scheduled meeting and shall recommend the approval or disapproval to MetroPlan Orlando Board based upon a technical evaluation of its merit.

(3.) MetroPlan Orlando Board shall consider the recommendation of TTC and shall exercise final approval or disapproval of the requested revision.

(4.) Upon MetroPlan Orlando Board approval of the requested revision, the MetroPlan Orlando staff will send copies to the Florida Department of Transportation (FDOT).

(5.) Upon FDOT approval of the requested revision, the FDOT and FHWA shall prepare a revised urban boundary map in Mylar original for signature by the MetroPlan Orlando Chairman.

(2.) The urban boundary of the Orlando Urbanized Area may be revised to include the following types of land area:

(a) Territory that is made up of one or more contiguous census blocks having a population density of at least 1,000 persons per square mile and that is either:

(1.) Contiguous and directly connected by road to the existing urban area;

(2.) Non-contiguous with the existing urban area boundary but is within 1 1/2 road miles of the existing urban boundary and connected to it by one or more census blocks that are adjacent to the connecting road. The combination of these intervening census blocks with the census blocks within the territory to be added to the existing urban boundary must have an average total population density of at least 500 persons per square mile; or

(3.) Territory meeting the population density criterion but that is non-contiguous with the existing urban area boundary by reason of being separated by water or undevelopable territory. It must, however, be within five (5) road miles of the urban area boundary, those five (5) miles including no more than 1-1/2 miles of developable territory.

(b) The term “undevelopable territory” is defined by the U.S. Census as including only mud flats, marshlands, steep slopes, and other terrain on which development is virtually impossible because of physical limitations. To be classified as undevelopable, the territory must not contain any existing housing or commercial structures. Military installations, parks, and forest preserves shown on

the Census Bureau's maps at the time of the decennial or special census also may be classified as undevelopable territory. The land use zoning of an area is not considered when applying this criterion.

(c) Territory that has a population density of less than 1,000 persons per square mile provided that it either:

(1.) Eliminates an enclave of no more than five (5) square miles in the territory surrounding it when that surrounding territory qualifies for inclusion within the urban boundary on the basis of population density (i.e., the surrounding territory would have in excess of 1,000 persons per square mile), or:

(2.) Closes or eliminates an indentation in the urban boundary created when the contiguous territory around it qualifies on the basis of population density (i.e., 1,000 persons per square mile).

However, the indentation must:

(a.) Measure no more than one (1) mile across the open end,

(b.) Have a depth at least two times greater than the distance across the open end, and

(c.) Encompass no more than five (5) square miles.

(3.) The local government initiating the revisions to the urban area boundary shall provide the following information to MetroPlan Orlando and the Transportation Technical Committee:

(a) Physical Description:

- (1.) Size of the revision area in square miles.
 - (2.) Identification of the revision area boundary, generally roads, power line easements, or other easily recognizable physical features.
- (b) Demographic Characteristics:
- (1.) Population within the revision area, both permanent and temporary, and a determination whether the population density of the revision area is greater or less than the current urban area as a whole.
 - (2.) Identification of the employment base size within the revision area.
- (c) Transportation System Characteristics:
- (1.) Lane miles of functional classification changes and federal system changes specified in section 6 below and identified by specific links.
 - (2.) Identification of changes by specific links in Levels of Service ratings as a result of reclassification.
 - (3.) Identification of existing peak-hour and daily traffic volumes on the road links.
 - (4.) A comparison of the peak-hour to daily traffic volumes and a determination if they fall within the FDOT “K” factor utilized for that category of urban road facility.
- (d) Financial Considerations:

(1.) Identification of the effect that an urban boundary expansion will have on current federal aid funds.

(2.) Identification of the effect that an urban boundary expansion will have on current Federal Transit Act (FTA) Section 5303 and 5307 funds (because of reduced overall population density).

(e) Other Considerations:

(1.) Identify existing “planned” (within adopted Long Range Transportation Plan) and “programmed” (within current Transportation Improvement Program) transportation facility improvements.

(2.) Identify if a change to existing road improvement priorities is proposed as a result of the urban boundary revisions.

(4.) Territory that contains a large concentration of non-residential urban land use, such as an industrial park, office complex, or major airport, may not be used solely as justification for a requested revision to the urban area boundary unless the territory also will qualify under paragraph (2)(a) or (2)(b) above.

(5.) Urbanized Areas, as defined by the U.S. Census, is incorporated by reference herein.

(6.) Revising the urban area boundary also affects the categorization of road systems. When the urban area boundary is expanded, the following changes are mandatory to the highway system as it is presently categorized:

(a) Functional classification changes.

- (1.) Rural Minor and Rural Principal Arterials become Urban Minor and Urban Principal Arterials respectively.
- (2.) Minor and Major Collectors become Urban Collectors.
- (b) Federal system changes.
 - (1.) Rural Federal Aid Interstate and Rural Federal Aid Primary become Urban Federal Aid Interstate and Urban Federal Aid Primary respectively.
 - (2.) Federal Aid Secondary becomes Federal Aid Urban.

XI. **MINORITY BUSINESS ENTERPRISE PROGRAM**

- (1.) Definitions and Purposes.
 - (a) Definitions. For the purpose of these procedures:
 - (1.) “Small Business” means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification, and as further defined in Section 288.703, Florida Statutes.
 - (2.) “Minority Business Enterprise” means any small business concern as defined in subsection (a) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51 percent owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected

historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons, and as further defined in Section 288.703, Florida Statutes.

(3.) "Minority Person" means a lawful, permanent resident of Florida who is

- (a.) African-American
- (b.) Hispanic-American
- (c.) Asian-American
- (d.) Native-American
- (e.) American woman

all as further defined in Section 288.703, Florida Statutes.

(4.) For the purpose of these procedures the term "MBE" shall mean Minority Business Enterprises; the term "USDOT" shall mean the United States Department of Transportation; the term "FTA" shall mean the Federal Transit Administration; and the term "FHWA" shall mean the Federal Highway Administration.

(b) Purposes. It is the policy of MetroPlan Orlando that Minority Business Enterprises shall have the maximum opportunity to participate in all phases of its procurement activities and in contracting opportunities. MetroPlan Orlando will use its best efforts to ensure that disadvantaged business enterprises and women business enterprises are informed of current and future procurement

activity through contacts with print and electronic media, including minority focused media, assistance agencies and through direct contact. MetroPlan Orlando will provide special assistance, when requested to disadvantaged business enterprises and women business enterprises in providing instructions on the preparation of bid specifications, procurement policies, and general bid requirements. MetroPlan Orlando and its contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(2.) Affirmative Action Techniques to Assure MBE Participation.

(a) The MBE Program Liaison Officer will be responsible for carrying out the following affirmative action techniques developed to assure MBE participation in all MetroPlan Orlando procurement activities:

- (1.) Solicitation arrangements, times for the presentation of bids, quantities and specifications and delivery schedules which shall be designed so as to facilitate MBE participation.
- (2.) Upon request, MBE firms may be referred for certification, financing or technical assistance to the appropriate agency.
- (3.) Information and communication programs on contracting opportunities and procedures will be carried out in a timely manner. Classified ads, in minority and majority focused media, will be used to keep minority owned and controlled businesses informed.

(b) When MetroPlan Orlando requires the regular purchase of goods and services, the MBE Program Liaison Officer will follow those bidding procedures listed in its Purchasing Policy defined in Resolution 05-01, or as subsequently amended.

(3.) MBE Certification and Directory. MetroPlan Orlando will utilize MBE certifications and Directories (“Directories”) developed by local governments and agencies for aiding its MBE procurement participation. These Directories are generally arranged by service and vendor reference, and include a note as to whether or not the vendor is a certified MBE and by what authority the vendor is certified. It shall be MetroPlan Orlando’s policy to obtain certification from all MBE vendors to grant evaluation criteria credits. MBE bid applicants will be encouraged to apply for certification through the Unified Certification Program (UCP), managed by FDOT as formally approved by the USDOT March 25, 2004.

(4.) Percentage Goals for the Dollar Value of Work to be Awarded to MBE When Federal Funds are not Used. MetroPlan Orlando has established an overall goal of twenty percent (20%) of the dollar value of work awarded for participation by minority business enterprises in contracting opportunities for goods and services that are bid in accordance with MetroPlan Orlando procurement policy. For contracting opportunities where evaluation criteria are established, MBE participation shall be a separate criterion and shall carry the weight of no more than 15 points out of 100. Points shall be awarded as follows:

MBE PARTICIPATION PERCENTAGE	EVALUATION POINTS EARNED
0 %	0
1% – 10%	5
11% – 19%	10
20% OR >	15

(5.) Identification of MBE by Competitors for Special Contracts.

(a.) MetroPlan Orlando will, in its solicitation of special contract bids, indicate separate goals for the use of firms owned and controlled by disadvantaged business enterprises and firms owned and controlled by women. All bidders will be required to submit a written assurance to make good faith efforts to meet the goals in their bids or proposals. The bid solicitation will also state that before a binding contract or agreement is signed with the apparent successful bidder, minority business participation information must be submitted to MetroPlan Orlando and that award of the contract is conditional upon satisfaction of MetroPlan Orlando’s requirements. The apparent successful bidder shall provide the following information:

- (1.) The names and addresses of minority owned firms that will participate in the contract.
- (2.) A description of the work each participant firm will perform.
- (3.) The dollar amount of participation by each named minority owned firm.

(b) All proposed MBE subcontracts must be submitted to MetroPlan Orlando for approval. Upon approval, the successful contractor shall enter into each approved subcontract and shall neither terminate nor reduce the price to be paid under such contract without in each instance the prior consultation with and written approval of MetroPlan Orlando.

(c) MetroPlan Orlando will encourage joint ventures and subcontracts involving minority owned and controlled firms by assisting the prime contractor in identification of interested minority owned and controlled firms and making available the Directories.

(d) Pre-bid conferences for all special contracts will be held, if necessary, at a minimum of two weeks prior to bid opening dates, to discuss bid specifications of the project. The MBE Program Liaison Officer will play an integral role in all pre-bid conferences by answering questions on MBE policy and offering individual assistance when necessary.

7. Award Selection Procedures.

(a.) Contract Award- MBE Requirements

(1.) MetroPlan Orlando's procurement procedure is to formally advertise bids for all expenditures exceeding \$25,000.00 and to award or let to the lowest and best responsive bidder.

(2.) A responsive bidder is defined as a potential contractor who possesses potential ability to perform successfully under the terms and conditions of a proposed procurement. If it is

determined that a responsive bidder or contractor firm has the lowest bid and the best bid, but has not met the MBE Program contract goals, the bidder or contractor firm may still be awarded the contract.

(b.) To ensure that all obligations under contracts awarded to MBE firms are met, the contractor's MBE Program involvement efforts throughout the performance of the contract shall be reviewed. The contractor shall bring to MetroPlan Orlando's attention any situation in which regularly scheduled progress payments are not made to MBE subcontractors.

(c.) Contractors must make good faith efforts to replace a defaulting MBE subcontractor with another MBE firm. Any such substitution must be approved by MetroPlan Orlando before such subcontractor is signed. The contractor must first provide MetroPlan Orlando with copies of the new or amended contract and MBE certification forms from the substitute MBE firm.

(d.) There are no preconditions to subgrants or contracts pertaining to the use of MBE other than those previously stated in these Procedures.

Florida Department of Transportation Disadvantaged Business Enterprise Program Plan and the Florida Department of Transportation Methodology for Determining DBE Goal (49 CFR part 26.45) as adopted and amended from time to time is accepted as the umbrella under which MetroPlan Orlando will function in the award of any and all contracts incurring the expenditure of federal funds.

XII. TITLE VI COMPLAINT PROCEDURE

Any person who believes that he or she, or any specific class of persons, has been subjected to discrimination or retaliation prohibited by the Title VI of the Civil Rights Act of 1964, as amended, and related statutes, may file a written complaint. All written complaints received by the recipient shall be referred immediately by the recipient's Metropolitan Planning Organization (MPO) Title VI Specialist to the FDOT's District 5 Title VI Coordinator for processing in accordance with approved State procedures.

1. Verbal and non-written complaints received by the recipient shall be resolved informally by the recipient's MPO Title VI Specialist. If the issue has not been satisfactorily resolved through informal means, or if at any time the person(s) request(s) to file a formal written complaint, the recipient's MPO Title VI Specialist shall refer the Complainant to the FDOT's District 5 Title VI Coordinator for processing in accordance with approved State procedures.
2. The recipient's MPO Title VI Specialist will advise the FDOT's District 5 Title VI Coordinator within five (5) calendar days of receipt of the allegations. The following information will be included in every notification to the FDOT's District 5 Title VI Coordinator:
 - (a) Name, address, and phone number of the Complainant.
 - (b) Name(s) and address(es) of Respondent.
 - (c) Basis of complaint (i.e., race, color, national origin, sex, age, disability, religion, familial status or retaliation).

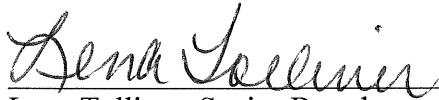
- (d) Date of alleged discriminatory act(s).
 - (e) Date of complaint received by the recipient.
 - (f) A statement of the complaint.
 - (g) Other agencies (state, local or Federal) where the complaint has been filed.
 - (h) An explanation of the actions the recipient has taken or proposed to resolve the allegation(s) raised in the complaint.
3. Within ten (10) calendar days, the recipient's MPO Title VI Specialist will acknowledge receipt of the allegation(s), inform the Complainant of action taken or proposed action to process the allegation(s), and advise the Complainant of other avenues of redress available, such as the FDOT's Equal Opportunity Office (EEO).
 4. Within sixty (60) calendar days, the recipient's MPO Title VI Specialist will conduct and complete a review of the verbal or non-written allegation(s) and based on the information obtained, will render a recommendation for action in a report of findings to the Head of the recipient.
 5. Within ninety (90) calendar days of the verbal or non-written allegation(s) receipt, the Head of the recipient will notify the Complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the Complainant of his/her right to file a formal complaint with the FDOT's EEO, if they are dissatisfied with the final decision rendered by the recipient. The recipient's MPO Title VI Specialist will also provide the FDOT's District 5 Title VI Coordinator with a copy of this decision and summary of findings.

6. The recipient's MPO Title VI Specialist will maintain a log of all verbal and non-written complaints received by the recipient. The log will include the following information:
 - a. Name of Complainant.
 - b. Name of Respondent.
 - c. Basis of Complaint (i.e., race, color, national origin, sex, age, disability, religion, familial status or retaliation)
 - d. Date verbal or non-written complaint was received by the recipient.
 - e. Date recipient notified the FDOT's District 5 Title VI Coordinator of the verbal or non-written complaint.
 - f. Explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.


Executed copies of the Assurance of Compliance with Title VI of the Civil Rights Act of 1964 , Federal Transit Administration Civil Rights Assurance, Appendix A to Title VI Assurance, Assurance Concerning Nondiscrimination on the Basis of Handicap in Federally-Assisted Programs and Activities Receiving or Benefiting from Federal Financial Assistance, and Intergovernmental Review Certification, all dated February 14, 2007 are attached to these Internal Operating Procedures as 'Attachment A'.

These Internal Operating Procedures were formerly Rules 35I-1.005, 35I-1.006, 35I-1.012, 35I-2.001, 35I-2.002, 35I-2.003, 35I-2.004, 35I-2.005, 35I-2.006, 35I-2.007, 35I-2.008, 35I-2.009, Florida Administrative Code and are hereby readopted as Internal Operating Procedures of MetroPlan Orlando

Approved by MetroPlan Orlando this 11th day of July, 2012.



Lena Tolliver, Senior Board
Services and Recording Secretary



Brandon Arrington
Chairperson

(Supercedes previous revisions -. 02/2004, 04/2005, 6/2007)

Attachment 'A' Assurances

ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
(For Technical Studies Projects)

The Metropolitan Planning Organization for the Orlando Urban Area, d.b.a. METROPLAN ORLANDO (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat, 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration (FTA), and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the project:

1. That the Recipient agrees that each "program" and each "facility", as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all projects under the Federal Transit Act Amendments of 1991, and, in adapted form, in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation

and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property of interest therein or structures or improvement thereon; in which case, the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) The period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
5. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other Recipients, subgrantees, contractors, subcontractors, transferees, in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
6. The Recipient agrees that the United States has a right to judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Transit Administration Programs and is binding on it, other Recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants in the Federal Transit Administration Programs. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATE: 02/14/2007

Metropolitan Planning Organization
For the Orlando Urban Area, d.b.a.
METROPLAN ORLANDO
(Recipient)

By: 

Linda Stewart, Chairperson

FEDERAL TRANSIT ADMINISTRATION

CIVIL RIGHTS ASSURANCE

The Metropolitan Planning Organization of the Orlando Urbanized Area HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Federal Transit Act Amendments of 1991, it will ensure that:

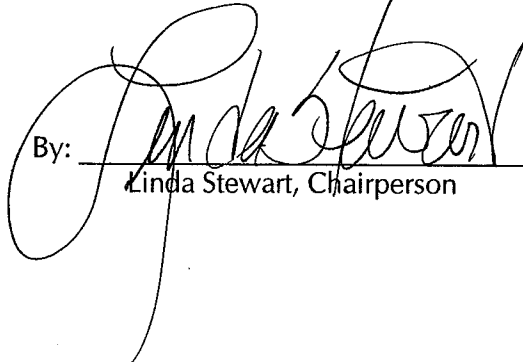
1. No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
2. The Metropolitan Planning Organization of the Orlando Urbanized Area will compile, maintain, and submit in a timely manner Title VI information required by FTA Circular 4702.1 and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.
3. The Metropolitan Planning Organization of the Orlando Urbanized Area will make it known to the public that those person or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below are authorized to sign this assurance on behalf of the grant applicant or recipient.

Date: 02/14/2007

Orlando Urban Area Metropolitan
Planning Organization
d.b.a. METROPLAN ORLANDO
Legal Name of Applicant

By:


Linda Stewart, Chairperson

(APPENDIX A TO TITLE VI ASSURANCE)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract of procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Assurance Concerning Nondiscrimination on the
Basis of Handicap in Federally-Assisted Programs
and Activities Receiving or Benefiting from
Federal Financial Assistance

(Department of Transportation)

The Orlando Urban Area Metropolitan Planning Organization, d.b.a. METROPLAN ORLANDO (the "Recipient") AGREES THAT, as a condition to that approval or extension of any Federal financial assistance from the United States Department of Transportation to construct any facility, or to participate in or obtain any benefit from any program administered by the Department, to which the Department's regulation set forth in Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 27- "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance" (the "Regulation") applies, no otherwise qualified handicapped person shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance administered by the Department of Transportation including the Federal Transit Administration, and GIVES ASSURANCE that it will conduct any program or operate any facility so assisted in compliance with all of the requirements imposed by the Regulation, or any directive issued pursuant to that Regulation.

Date: 02/14/2007

Orlando Urban Area Metropolitan
Planning Organization
d.b.a. METROPLAN ORLANDO
Legal Name of Applicant

By: 
Linda Stewart, Chairperson

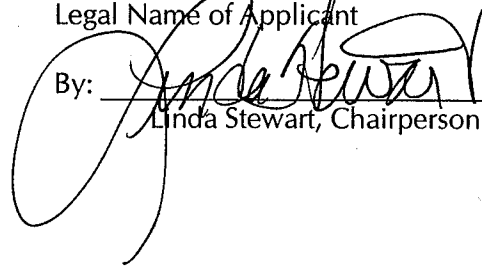
INTERGOVERNMENTAL REVIEW CERTIFICATION

FTA CIRCULAR 9500.1

Certification is given by the recipient named herein, the Orlando Urban Area Metropolitan Planning Organization (MPO), with respect to its application for assistance pursuant to Section 8 of the Federal Transit Act Amendments of 1991, filed with the Federal Transit Administration (FTA), that the recipient has complied with the provision of 49 CFR 17, Intergovernmental Review of Department of Transportation Programs and Activities.

02/14/2007
(DATE)

Orlando Urban Area Metropolitan
Planning Organization d.b.a.
METROPLAN ORLANDO
Legal Name of Applicant

By: 
Linda Stewart, Chairperson

Backup material for agenda item:

3. Authorize the purchase of a concrete mixer from Ernest Industries, Inc.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: May 18, 2016
 FROM: Public Services
 EXHIBITS:

SUBJECT: PURCHASE OF ONE CUBIC YARD CONCRETE MIXER FOR THE STREETS DIVISION

REQUEST: AUTHORIZE THE PURCHASE OF ONE SHORTSTOP #1 MIXER A ONE(1) CUBIC YARD CONCRETE MIXER FROM ERNEST INDUSTRIES, INC., IN THE AMOUNT OF \$18,750 WHICH INCLUDES SHIPPING

SUMMARY:

The purchase of a one cubic yard (cy) concrete mixer for the Streets Division to fill the growing requirement of repairing City sidewalks, curbs, and driveways. The price quote for the concrete mixer is as follows:

Company	Product	Price	Shipping	Total
Ernest Industries, Inc.	Shortstop #1 Mixer 1 cy	\$16,750	\$2,000	\$18,750
Cart-Away Concrete Systems, Inc.	CMT-100 Concrete Mixer 1 cy	\$17,950	\$2,591	\$20,541
Right Manufacturing Systems, Inc.	2DH-Concrete Mixer, 1.25 cy	\$19,500	\$3,000	\$22,500

FUNDING SOURCE:

The \$16,750 is included in the General Fund – Streets Division FY16 Budget and the \$2,000 shipping cost can be transferred from the Repair and Maintenance budget line.

RECOMMENDATION ACTION:

Authorize the purchase of one Shortstop #1 Mixer, one cubic yard concrete mixer from Ernest Industries, Inc., in the amount of \$18,750, which includes shipping.

DISTRIBUTION

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

Backup material for agenda item:

4. Authorize the change of dealer and additional cost for a vehicle for the Sewer Maintenance Division.



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER

MEETING OF: May 18, 2016
FROM: Administration
EXHIBITS: FSA Bid Announcement
Mullinax RFP
Alan Jay Quotes (3)

SUBJECT: NEW VEHICLE FOR THE PUBLIC SERVICES DEPARTMENT: WASTEWATER MAINTENANCE F-550

REQUEST: AUTHORIZE THE CHANGE OF DEALER TO ALAN JAY FORD AND ADDITIONAL COST FOR THE F-550 FOR THE SEWER MAINTENANCE DIVISION.

SUMMARY:

On March 16, 2016, the City Council approved the purchase of a 2016 Ford F-550, for the Wastewater Maintenance Division, from Mullinax for \$51,667.10. When the City submitted an order to Mullinax for the vehicle, it was discovered that the model build date had already expired. Normally in this circumstance, Ford would have issued the dealer a letter stating that they would absorb any cost increase. However, since the body style of the 2017 Ford F-550 model is going to be completely changed, Ford would not honor the pricing from the previous model year.

The original staff report indicated the following pricing for the 2016 Ford F-550: Mullinax at \$51,667.10 and Allan Jay Ford at \$52,766.95, the award subsequently went to Mullinax at the lower amount. The updated 2017 Ford F-550, from Ford, straight pricing (non-contract pricing) at Mullinax is priced at \$54,934.00 and Alan Jay Ford at \$ 58,591.95. Due to the complete body change of the 2017 Ford F-550 the vehicle will not be available until the last quarter (October-December) of 2017. Considering the condition and unreliability of the current vehicle in use at the Wastewater Maintenance Division, the City requested both auto dealers to search for an available 2016 Ford F-550. Mullinax could not locate any comparable 2016 Ford F-550 vehicles available. Alan Jay Ford has located a 2016 Ford F-550 that is now available due to a customer canceling their order. The vehicle is priced at \$54,830.95, which is \$3,163.85 above what was originally approved at the City Council meeting on March 16, 2016. The elevated price is the result of the options chosen by the original customer who ordered the vehicle. The options are as follows: rear traction with all season terrain tread tires, 19,500lb payload upgrade package, chrome bumper, hub covers, center ornaments, MP3, cruise control, engine block heater, and daytime running lamps. While not all of these options are required for the City's use, it does have all the features that the City needs. Alan Jay Ford has agreed to place a hold on this vehicle to allow time for the City Council to approve the purchase of the vehicle.

FUNDING SOURCE:

Funding is included in the General Fund FY16 Budget for \$52,450 Wastewater Maintenance Division, and the additional \$700 cost can be transferred from the Repair and Maintenance budget line.

RECOMMENDATION ACTION:

Authorize the purchase of a 2016 Ford F-550 from Alan Jay Ford for \$54,830.95 (a difference of \$3,163.85 from the originally approved amount on March 16, 2016) for the Sewer Maintenance Division.

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

BID AWARD ANNOUNCEMENT

15-13-0904

Effective Dates:
October 1, 2015– September 30, 2016

**Cab & Chassis Trucks
& Other Fleet Equipment**

***Participating Sheriffs Offices & Local Governmental
Agencies of the State of Florida***

Coordinated By

**The
Florida Sheriffs Association
& Florida Association of Counties**



MEMO



FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519
PHONE (850) 877-2165 • FAX (850) 878-8665
WEB SITE: www.flsheriffs.org

DATE: October 3, 2015

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM: Steve Casey	Peggy Goff	Drew Terpak	Annette Grissom
Executive Director	Deputy Executive Director	Business Operations Manager	Cooperative Bid Coordinator

RE: Cab & Chassis Trucks & Other Fleet Equipment **Bid Number:15-13-0904**

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 13th statewide competitive bid for vehicles which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. **This contract is effective beginning October 1, 2015 through September 30, 2016, as long as vehicles are available through fleet.**

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

ORDERING INSTRUCTIONS

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. 15-13-0904**. They will assist you with the placement of your order and answer any questions you may have regarding the

vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

Agencies ordering a Ford, General Motors, Chrysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. **You must send a copy of the original purchase order (including FSA's Contract No. 15-13-0904) submitted to the participating dealer electronically to: COOP@flsheriffs.org**

3. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

4. All Cooperative Contracts include an administrative fee of .0075 or three quarters of one percent. The base price and all add options are inclusive of the administrative fee.
 - **Cab & Chassis Trucks & Other Fleet Equipment** – Dealers have included a three-quarter of one percent (.0075) administrative fee in the base price and all add options that are listed. The three quarters of one percent (.0075) will also be included in any additional equipment (add options) the dealers quote to the governmental agencies.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at FLEET@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific dealer. Superscripts will be a number between 1 and 4, and will correspond as follows:

- | | |
|--------------------------|--------------------------|
| 1 = Western zone dealer | 3 = Central zone dealer |
| 2 = Northern zone dealer | 4 = Southern zone dealer |

If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numerical number that applies to their awarded zones. For example, if a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a “2” superscript.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer’s model with a slightly different engine size or horsepower, and as such, will not be made available for purchase separate from the base vehicle.

FLORIDA SHERIFFS ASSOCIATION
 Contract Terms and Conditions Rev 8/23/14 [Rev 07/27/15](#)

All terms and conditions are applicable throughout the term of the contract and not any given "Year, Make or Model".

Schedule of Fines – The list of fines are a minimum result of non-compliance.

Failure to submit monthly report on time.....	\$25.00 per day
Lost Purchase Order* (PO) – 1 st Offense	\$100.00 per P.O.
Lost Purchase Order* (PO) – 2 nd Offense	\$250.00 per Vehicle
Lost Purchase Order* (PO) – 3 rd Offense will result in removal from the contract.	
Failure to place order within ten (10) business days.....	\$100.00 per day
Failure to issue acknowledgment of Purchase Order to Agency and/or FSA within the 14 calendar days as per 3.54 of the terms and conditions.....	\$100.00 per P.O.
Failure to Report Sales0075 plus 1.5% each month following the delivery date.

*Each report of a lost purchase order will be handled on a case by case basis. REV 6/14

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→ Line Item 3.22 to 3.50 Not Assigned ←

3.51 FACTORY INSTALLED

Aftermarket parts, modifications and factory produced parts and components ordered as parts and installed by the dealer, or a Contractor, do not meet the requirements of "Factory Installed" components, and will be rejected for noncompliance with the requirements of the specification.

In the event a component(s) that does not meet the specifications is found to be installed on a vehicle before or after the vehicle has been accepted by the customer, the Contractor shall be required to replace the vehicle with a vehicle that meets the required specifications, INCLUDING ALL FACTORY INSTALLED COMPONENTS. In the alternative, the customer shall decide whether they will accept dealer installed components.

3.52 EQUITABLE ADJUSTMENT

The Contract Administrator may make an equitable adjustment in the contract terms or pricing in the contract at its discretion. Adjustments to pricing may occur for various reasons, such as pricing or availability of supply (i.e. material surcharge) is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the contractor's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the contractor that continued performance of the contract would result in a substantial loss.

When requesting an adjustment, including but not limited to price increases, the following must be submitted to the Contract Administrator:

FLORIDA SHERIFFS ASSOCIATION

Contract Terms and Conditions [Rev 8/23/14](#) [Rev 07/27/15](#)

- A letter of request from the contractor, including the specification number and model listed in the contract, along with the requested changes;
- When requested adjustment is based on production cutoff of a currently listed model, a letter of affirmation from the manufacturer;
- When requested adjustment includes model changes, manufacturer's documentation of items included in the proposed model in order to determine that the proposed model meets the base specification;
- Currently published MSRP Listing

3.53 PRE-DELIVERY SERVICES

Bidder's attention is directed to the pre-delivery service requirements as detailed. To assure proper pre-delivery service, the contractor shall provide, at time of delivery, a completed copy of the manufacturer's standard retail sale pre-delivery inspection form (examples are listed below).

- CHRYSLER NEW PREPARATION, INSPECTION AND ROAD TEST
- FORD PRE-DELIVERY SERVICE RECORD
- GM NEW VEHICLE INSPECTION PROCEDURE
([or](#) manufacturer's latest pre-delivery form)

3.54 ORDER, DELIVERY AND LIQUIDATED DAMAGES REV 6/14

A. Order

- 1) Eligible customers shall issue a purchase order to the contractor, and such purchase order shall bear the contract or bid number, specification number, customer's federal identification number and contact information (phone number and email address) shall be placed by the customer directly with the contractor, and shall be deemed to incorporate the contract solicitation terms and conditions. Required delivery or due dates should be discussed with the dealer at the time of the quote. It is important to note that dealers do not have ANY control over production delays in schedules from the manufacturer.

While it is recommended that the agency purchase from the "region" which is closest to their location, it is not mandatory to do so, however, ordering from outside the local region may result in additional cost for delivery.

- 2) Purchasing agency is required to forward an executed copy of the purchase order to the Florida Sheriffs Association Cooperative Bid Coordinator (by email, fax or hard copy) at the same time the purchase order is released to the contractor.
- 3) If a contractor receives a purchase order for a specification for which they were not awarded, the contractor must notify the customer and return the purchase order to the customer within three (3) business days.
- 4) Contractor shall state in space provided on each price sheet the approximate time required for delivery after receipt of purchase order. See contractor limitations noted in 3.54 A.1.

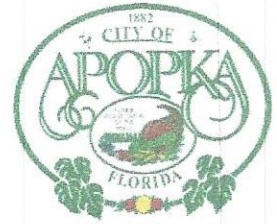
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REQUEST FOR PROPOSAL



Contact Person:

Joseph Routt, Fleet Superintendent
Email: jroutt@apopka.net
748 E. Cleveland St., Apopka, FL 32703
Phone: 407-703-1734

Date of Request:	Project Name: Spec 9
Proposal Must be Received By:	Project Number: 3171

Item	Description of Material	Year	Model	Total Unit Price
F5G	FORD SPEC#9	2016	F-550	38,649.10
X4N	Limited slip differential			326.00
62R	PTO provision			253.00
PTO	PTO Transmission			NA
REG 165	84" Cab to Axle			—
K6132DL-305	KNAP Crane Bed			11,659.00
OPTION	Class 4 hitch and socket			480.00
TEMP	TEMP TAG			—
TAG	NEW TAG			300.00
<i>2016 Model N/A Build-out</i>				

2017 Model Year
54,934.00

Total Cost:	\$ <i>51,667.10</i>	
Date Of Delivery Within	<i>90/120</i>	Days From Received Purchase Order.

<p>Proposal Provided By:</p> <p style="text-align: center;">MIKE LOGAN MULLINAX FORD / APOPKA 407-509-9834 C mlogan@mullinaxford.com</p>	<p>Name of Company: MULLINAX FORD</p> <p>Address: 1551 E. SEMORAN BLVD APOPKA, FL 32703</p> <p>Telephone: 407-509-9834 Fax:</p> <p>Email: <i>Mlogan@mullinaxford.com</i></p> <p>Contact Person: MIKE LOGAN</p> <p>Signature: <i>Mike Logan</i></p>
--	---

Note: Cost includes all freight and delivery.
****Attachment for material specifications may be included, if needed.****



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	Quote: 6923-2
Corporate	2003 U.S. 27 South	MOBILE 863-381-3411	Mailing	P.O. BOX 9200
Office	Sebring, FL 33870	FAX 863-402-4221	Address	Sebring, FL 33871-9200

QUICK QUOTE SHEET

PAGE 1 of 1

REQUESTING AGENCY:	APOPKA, CITY OF		REVISED QUOTE DATE:	5/10/2016
ORIGINAL QUOTE DATE:	5/10/2016		QUOTED BY	Chris Wilson
CONTACT PERSON:	JOSEPH ROUTH			
PHONE NUMBER:	407-703-1724		--	
FAX NUMBER:	--		EMAIL	Jrouth@apopka.net

NATIONAL JOINT POWERS ALLIANCE BID # 2017-102811	WWW.NATIONALAUTOFLEETGROUP.COM
---	---------------------------------------

MODEL:	F5G	MSRP:	\$50,200.00
2016 FORD F-550 REG CAB CHASSIS 2WD DRW			

CUSTOMER ID: UTILITIES

BED LENGTH	84" CA	NJPA PRICE:	\$45,047.00
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**All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH STEEL VINYL INTERIOR 40/20/40 SPLIT FRONT BENCH.	\$0.00
99T 44W	6.7L 32V POWER STROKE V8 DIESEL W/ 6 SPD HD AUTOMATIC TRANSMISSION (STD ON F-450 & F-550 CAB CHASSIS).	\$0.00
REG 165	84" CAB TO AXLE ON REGULAR CAB.	\$0.00
52B	ELECTRIC BRAKE CONTROLLER	\$0.00
X4N	4.10 LIMITED SLIP REAR DIFFERENTIAL	\$0.00
62R	PTO PROVISION	\$0.00
59H	CENTER HIGH MOUNT STOP LAMP (CHSML)	\$0.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
			\$0.00
K6132DL-30J	11' Knapheide 30K Crane Body (for 5K crane)**KNAPHEIDE incl. Standard Shelving, 12" Bumper & Manual Crank Outriggers.** //All Include FHSMV required chassis certification & manufacturer required PDI as "completed vehicle".		\$15,539.00
CLVWC	HD Class V Titan 2.5" Receiver, 7 Pin Wire Harness, Solid Steel Shank Draw Bar, 2 & 5/16" Ball, pin & Clip.		\$785.00
TAG	NEW CITY TAG (INCLUDES TEMP TAG AND 2-WAY OVER NIGHT SHIPPING FOR SIGNATURE)		\$220.95

NON-IDENTIFIED CONTRACT OPTIONS	DESCRIPTION	CONTRACT OPTIONS TOTAL	
GPC	GOVERNMENT PRICE CONCESSION		-\$3,000.00
(NJPA ALLOWS FOR INCLUSION OF ALL AVAILABLE OPTIONS)			
NON-IDENTIFIED CONTRACT OPTIONS TOTAL			(\$3,000.00)

TRADE IN	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	TOTAL COST	\$58,591.95
			\$0.00
TOTAL COST LESS TRADE IN(S):		QTY	1 = \$58,591.95

Comments:

VEHICLE QUOTED BY: Chris Wilson FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of

CNGP530

VEHICLE ORDER CONFIRMATION

05/10/16 18:05:09

==>

Dealer: F24710

Page: 1 of 1

2017 F-SERIES SD

Order No: Z001 Priority: G2 Ord FIN: QE065 Order Type: 5B Price Level: 725

Ord PEP: 660A Cust/Flt Name: TEST PO Number:

RETAIL

RETAIL

F5G	F550 4X2 CHAS/C	\$38840	425	50 STATE EMISS	NC
	169" WHEELBASE		52B	BRAKE CONTROLLR	270
Z1	OXFORD WHITE		59H	HI MNT STOP LMP	NC
A	VNYL 40/20/40		62R	TRANS PTO PROV	280
S	MEDIUM EARTH GR		63B	CLN IDLE DECAL	NC
660A	PREF EQUIP PKG		65Z	AFT AXLE TANK	NC
	.XL TRIM			SP DLR ACCT ADJ	
572	.AIR CONDITIONER	NC		SP FLT ACCT CR	
	.AM/FM STER/CLK			FUEL CHARGE	
99T	6.7L V8 DIESEL	8485	B4A	NET INV FLT OPT	NC
44W	6-SPEED AUTO	NC		DEST AND DELIV	1195
TFB	.225 BSW AS 19.5		TOTAL	BASE AND OPTIONS	49430
X4N	4.10 LTD SLIP	360	TOTAL		49430
	LESS TPMS		*THIS IS NOT AN INVOICE*		
	18000# GVWR PKG				

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC09314

fmcdealr@AJNFT123

May 10, 2016 6:05:12 PM

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	WWW.ALANJAY.COM	6313-1
Corporate Office 2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
	FAX 863-402-4221		

QUICK QUOTE SHEET

PAGE 1 of 1

REQUESTING AGENCY:	APOPKA, CITY OF	REVISED QUOTE DATE:	2/24/2016
ORIGINAL QUOTE DATE:	2/24/2016	QUOTED BY:	Scott Wilson
CONTACT PERSON:	JOSEPH ROUTT		
PHONE NUMBER:	407-703-1724		
FAX NUMBER:	--	EMAIL:	Jroutt@apopka.net

FLORIDA SHERIFF'S ASSOCIATION BID #'s 15-23-0904 & 15-13-0904	www.flsheriffs.org
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MODEL:	F5G	SPECIFICATION #:	009
	2016 FORD F-550 REG CAB CHASSIS 2WD DRW	PAGE #:	273
		BASE DISTRICT PRICE:	\$34,626.00

BED LENGTH	84" CA
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**All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	PRICE
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH STEEL VINYL INTERIOR 40/20/40 SPLIT FRONT BENCH	\$0.00
99T 44W	6.7L 32V POWER STROKE V8 DIESEL W/ 6 SPD HD AUTOMATIC TRANSMISSION (STD ON F-450 & F-550 CAB CHASSIS).	\$0.00
REG 165	84" CAB TO AXLE ON REGULAR CAB.	\$699.00
52B	ELECTRIC BRAKE CONTROLLER	\$269.00
X4N	4.10 LIMITED SLIP REAR DIFFERENTIAL	\$349.00
62R	PTO PROVISION	\$279.00
59H	CENTER HIGH MOUNT STOP LAMP (CHSML)	\$0.00
FACTORY OPTIONS		\$1,596.00

CONTRACT OPTIONS	DESCRIPTION	PRICE
K6132DL-30J	11' Knapheide 30K Crane Body (for 5K crane)**KNAPHEIDE incl. Standard Shelving, 12" Bumper & Manual Crank Outriggers.** //All Include FHSMV required chassis certification & manufacturer required PDI as "completed vehicle".	\$15,539.00
CLWVC	HD Class V Titan 2.5" Receiver, 7 Pin Wire Harness, Solid Steel Shank Draw Bar, 2 & 5/16" Ball, pin & Clip.	\$785.00
TAG	NEW CITY TAG (INCLUDES TEMP TAG AND 2-WAY OVER NIGHT SHIPPING FOR SIGNATURE)	\$220.95
CONTRACT OPTIONS TOTAL		\$16,544.95

NON-IDENTIFIED CONTRACT OPTIONS	DESCRIPTION	PRICE
NON-IDENTIFIED CONTRACT OPTIONS TOTAL		\$0.00

TRADE IN	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00
TOTAL COST		\$52,766.95
TOTAL COST LESS TRADE IN(S):		\$52,766.95

Comments:

VEHICLE QUOTED BY: Scott Wilson FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review if carefully. If there are any errors of changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	WWW.ALANJAY.COM	6313-2
Corporate 2003 U.S. 27 South	MOBILE 863-991-4693	Mailing P.O. BOX 9200	
Office Sebring, FL 33870	FAX 863-402-4221	Address Sebring, FL 33871-9200	

QUICK QUOTE SHEET

PAGE 1 of 1

REQUESTING AGENCY:	APOPKA, CITY OF	REVISED QUOTE DATE:	5/10/2016
ORIGINAL QUOTE DATE:	2/24/2016	QUOTED BY	Scott Wilson
CONTACT PERSON:	JOSEPH ROUTH		
PHONE NUMBER:	407-703-1724		
FAX NUMBER:	--	EMAIL	Jrouth@apopka.net

FLORIDA SHERIFF'S ASSOCIATION BID #'s 15-23-0904 & 15-13-0904	www.flsheriffs.org
--	---------------------------

MODEL:	F5G	SPECIFICATION #:	009
	2016 FORD F-550 REG CAB CHASSIS 2WD DRW	PAGE #:	273
CUSTOMER ID:	0	BASE DISTRICT PRICE:	\$34,626.00

BED LENGTH	84" CA
------------	--------

**All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	FACTORY OPTIONS
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH STEEL VINYL INTERIOR 40/20/40 SPLIT FRONT BENCH. 6.7L 32V POWER STROKE V8 DIESEL W/ 6 SPD HD AUTOMATIC TRANSMISSION (STD ON F-450 & F-550 CAB CHASSIS).	\$0.00
99T 44W	84" CAB TO AXLE ON REGULAR CAB.	\$0.00
REG 165	ELECTRIC BRAKE CONTROLLER	\$699.00
52B	PTO PROVISION	\$269.00
62R	CENTER HIGH MOUNT STOP LAMP (CHSML)	\$279.00
59H	4:88 AXLE RATIO LIMITED SLIP REAR DIFFERENTIAL	\$0.00
X8L	REAR (4) LT225R X 19.5 BSW TRACTION WITH FRONT (2) ALL SEASON	\$359.00
THB	'19,500LB PAYLOAD UPGRADE PACKAGE	\$189.00
68M	XL VALUE PACKAGE INCLUDES FRONT/REAR CHROME BUMPER, BRIGHT HUB COVERS & CENTER ORNAMENTS, AM/FM/CD/MP3, AND CRUISE CONTROL.	\$1,154.00
96V	XL DECOR GROUP INCLUDES FRONT/REAR CHROME BUMPERS (INCLUDED WITH 96V XL VALUE PACKAGE)	\$594.00
17F	ENGINE BLOCK HEATER	\$0.00
41H	DAYTIME RUNNING LAMPS	\$74.00
942		\$43.00
FACTORY OPTIONS TOTAL		\$3,660.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS
K6132DL-30J	11' Knapheide 30K Crane Body (for 5K crane)**KNAPHEIDE incl. Standard Shelving, 12" Bumper & Manual Crank Outriggers.** //All Include FHSMV required chassis certification & manufacturer required PDI as "completed vehicle".	\$15,539.00
CLVWC	HD Class V Titan 2.5" Receiver, 7 Pin Wire Harness, Solid Steel Shank Draw Bar, 2 & 5/16" Ball, pin & Clip.	\$785.00
TAG	NEW CITY TAG (INCLUDES TEMP TAG AND 2-WAY OVER NIGHT SHIPPING FOR SIGNATURE)	\$220.95
CONTRACT OPTIONS TOTAL		\$16,544.95

NON-IDENTIFIED CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS
POOL	CHASSIS POOL UNIT KNAHPHEIDE ORDER # C951-16 ***48 HOUR HOLD***	\$0.00
NON-IDENTIFIED CONTRACT OPTIONS TOTAL		\$0.00

TRADE IN	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		TOTAL COST	\$54,830.95
				\$0.00

TOTAL COST LESS TRADE IN(S): QTY 1 = \$54,830.95

Comments:

VEHICLE QUOTED BY: Scott Wilson FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review if carefully. If there are any errors of changes, please feel free to contact me at any time. I am always happy to be of assistance.

Backup material for agenda item:

5. Authorize the purchase and installation of a mast arm traffic signal.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS

- OTHER

MEETING OF: May 18, 2016
 FROM: Public Services
 EXHIBITS: Chinchor Electric
 Proposal

SUBJECT: TRAFFIC LIGHT SIGNAL AT PLYMOUTH-SORRENTO ROAD (C.R. 437) AND WEST LESTER ROAD / YOTHERS ROAD.

REQUEST: AUTHORIZE THE PURCHASE AND INSTALLATION OF A NEW MAST ARM TYPE TRAFFIC LIGHT SYSTEM FOR SIGNALIZATION OF TRAFFIC, IN THE AMOUNT OF \$240,899.66 TO CHINCHOR ELECTRIC, INC.

SUMMARY:

The Public Services Department has obtained a proposal from Chinchor Electric, Inc., to construct the new mast arm type traffic light system for signalization of traffic at the intersection of Plymouth-Sorrento Road (C.R. 437) and West Lester Road / Yothers Road. The amount of the proposal is \$218,999.69, and is based on a current Seminole County Push-Button Contract for construction of Traffic Signals and System Communication Equipment. A 10% contingency (\$21,899.97) has been added to this amount, for a total cost of the project of \$240,899.66.

FUNDING SOURCE:

Traffic Impact Fees

RECOMMENDATION ACTION:

Authorize the purchase and installation of the new mast arm type traffic light system for signalization of traffic, in the amount of \$240,899.66 to Chinchor Electric, Inc.

DISTRIBUTION

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

Plymouth Sorrento Rd. / W. Lester Rd.

IFB-602346-15/GCM - Term Contract for Traffic Signal Construction and System Communication Equipment

Item	Description	Quantity	Units	Unit Cost	Total Cost
102-1a	Police Officer during MOT (per officer per hour)	16	HR	\$68.04	\$1,088.64
620-1-1	Grounding Electrode	150	LF	\$10.09	\$1,513.50
630-2-11	Conduit, Underground	300	LF	\$7.03	\$2,109.00
630-2-12	Conduit, Directional Bore	300	LF	\$18.15	\$5,445.00
632-7-1	Signal Cable	1	PI	\$6,015.87	\$6,015.87
635-2-11A	Pull & Junction Box, Ground Mounted w/ Apron	8	EA	\$646.95	\$5,175.60
639-1-122	Electrical power serv., underground	1	AS	\$1,181.63	\$1,181.63
639-2-1	Electrical service wire	10	LF	\$4.13	\$41.30
649-31-206	Steel mast arm assembly (36 w/ Luminaire) FDOT Std	4	EA	\$23,916.06	\$95,664.24
650-1-1311	Traffic Signal 12" std 3 section 1 way	4	EA	\$883.10	\$3,532.40
650-1-551	Signal head 12" Std 5S 1W	4	EA	\$1,333.87	\$5,335.48
653-1-12	Pedestrian Signal, L.E.D. Countdown, int. sym. 2W	4	EA	\$1,149.31	\$4,597.24
663-1-110	Signal Priority and Preemption System - Cabinet Electronics	1	EA	\$4,401.05	\$4,401.05
663-1-110D	Signal Priority and Preemption System (IR) - 4 directions	1	EA	\$3,315.82	\$3,315.82
660-4-11	Video Vehicle Detection Controller Assembly	1	EA	\$11,183.51	\$11,183.51
660-4-10E	Video Vehicle Detector - 4 directions	1	EA	\$12,484.21	\$12,484.21
665-1-11A	Pedestrian detector (det.w/sign only)	8	AS	\$237.01	\$1,896.08
670-5-112	Type V Cabinet / TS2 Type1 (Eagle)	1	AS	\$25,018.72	\$25,018.72
700-89-1A	Hanging arm assembly	4	AS	\$1,781.51	\$7,126.04
700-5-22B	LED Illuminated Street Sign - 8' by 19"	4	EA	\$2,619.54	\$10,478.16
					\$206,603.49
	Maintenance of Traffic 1 % of Total				\$2,066.03
	Mobilization 5 % of Total				\$10,330.17
				TOTAL	\$218,999.69

Backup material for agenda item:

6. Approve the Sensus Agreement relating to the Automated Meter Reading (AMR) System Upgrade.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: May 18, 2016
 FROM: Utility Billing
 EXHIBITS: Sensus SaaS Agreement

SUBJECT: SENSUS AUTOMATED METER READING (AMR) SYSTEM AGREEMENT

REQUEST: APPROVE THE SENSUS AGREEMENT RELATING TO THE AUTOMATED METER READING (AMR) SYSTEM UPGRADE AND DIRECT STAFF TO EXECUTE MULTI-YEAR CONTRACT FOR IMPLEMENTATION AND OPERATIONAL MAINTENANCE COSTS THROUGH 2020.

SUMMARY:

On April 06, 2016, City Council approved the Sensus proposal to upgrade the Automated Meter Reading (AMR) System. Major technological advancements have been made to the existing meter reading system and without the upgrade our existing equipment, both hardware and software, will become obsolete and no longer function. Therefore, it is imperative to upgrade the AMR system.

The Sensus Agreement provides for the implementation of the upgrade at a cost of \$41,793 for the first year and operational maintenance for the next four subsequent years (2017 thru 2020) at costs ranging from \$33,779 to \$36,911.

FUNDING SOURCE:

Funding of \$47,000 was specifically identified and included in the FY16 Utility Billing Budget. (Account #401-3161-533.4600)

RECOMMENDATION ACTION:

Approve the Sensus Agreement for the Automated Meter Reading (AMR) system upgrades and direct staff to execute the multi-year contract.

DISTRIBUTION

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

Advanced Metering Infrastructure (AMI) Agreement

between

**City of Apopka
("Customer")**

**and
Sensus USA Inc.
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

By: _____
Name: _____
Title: _____
Date: _____

Customer: City of Apopka

By: _____
Name: Joseph E. Kilsheimer
Title: Mayor
Date: May 18, 2016

Pricing remains firm until 1/1/2017 ("Trigger Date")

All purchase orders shall be sent to the address provided by Sensus. Sensus may change this address upon notice to Customer.

Contents of this Agreement:

- Part 1: Notification for Spectrum Manager Lease
- Part 2: AMI Agreement
 - Exhibit A Software
 - Exhibit B Technical Support
 - Exhibit C Pricing

Customer order acknowledgements shall be sent to:
[insert email address or fax number]

Sensus shall send all invoices to: [insert mailing address, email address, fax number, as applicable]

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name: City of Apopka			
Attention To: Utility Billing Manager		Name of Real Party in Interest:	
Street Address: 120 E. Main Street		City: Apopka	
State: FL	Zip: 32703	Phone: 407-703-1725	
Fax: 407-703-1723		Email: ewatson@apopka.net	

Is Customer contact information same as above? Yes No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name:			
Attention To:			
Street Address:		City:	
State:	Zip:	Phone:	
Fax:		Email:	

3.

Customer/Lessee is a(n) (Select one): Individual | Unincorporated Association | Trust
 Government Entity | Corporation | Limited Liability Company | General Partnership
 Limited Partnership | Limited Liability Partnership | Consortium | Other _____

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5.

Customer Tax ID: **59-6000265**

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.

Name: **Lynn Pettingill**
 Title: **Lieutenant-Communications Officer**
 Email: **lpettingill@apopka.net** Phone: **407-703-1768**

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
Mayor: Joseph E. Kilsheimer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member: Billie L. Dean	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member: Diane Velazquez	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member: Douglas Bankson	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member: Kyle Becker	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input checked="" type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input checked="" type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input checked="" type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input checked="" type="checkbox"/> Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input checked="" type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input checked="" type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input checked="" type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input checked="" type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name: Joseph	MI: E.	Last Name: Kilsheimer	Suffix:
Title: Mayor		Customer Name: City of Apopka	
Signature:			Date:

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).

Part 2: AMI Agreement

1. **Equipment.**
 - A. **Purchase of Equipment.**
 - i. **Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed to by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed to by Customer and Sensus' authorized distributor. Customer shall purchase from Sensus the quantities and types of transceiver repair kits (the "Transceivers") set forth in Exhibit C at the prices set forth in Exhibit C.
 - ii. **Delivery.** Customer shall pay for delivery of the Transceivers from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse. The Transceivers will be shipped Ex Works shipping point, prepay freight and add. Title to, and property in, the Transceivers shall pass to Customer upon shipment. Risk of loss of the Transceivers shall also pass to Customer upon shipment.
 - iii. **Project Number.** Customer shall include the Sensus project number on all Purchase Orders. Orders submitted to Sensus may not be canceled or amended, or deliveries deferred, by Customer except with Sensus' prior written consent.
 - iv. **Warranty.** The Transceivers purchased directly from Sensus is warranted as set forth in this subsection (iv).
 - (a) Sensus warrants goods, software, and services, except for the water metering equipment and gas SmartPoint Modules, according to the terms and conditions (including all limitations and exclusions) in the Sensus Limited Warranty, available at: <http://sensus.com/TC/TermsConditions.pdf> (click on the "General Warranty" link), or 1-800-METER-IT ("General Limited Warranty"). To the extent the terms of the General Limited Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
 - B. **Limitations and Exclusions.** THE WARRANTIES IN THIS SECTION 1 AND THE GENERAL LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES, AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.
 - C. **Ongoing Maintenance of Equipment.**
 - i. **Field Devices.** Customer shall be responsible for the ongoing maintenance of the Field Devices. Customer shall provide the field services labor to visit a problem Field Device and perform diagnostics and repair or replacement.
 - ii. **RF Field Equipment.** Customer shall be responsible for the ongoing maintenance of the RF Field Equipment. Customer shall be responsible for the ongoing monthly operations and expenses related to the RF Field Equipment, including any leasing costs, construction costs, taxes and costs of WAN Backhaul. Customer shall pay for electric power to the RF Field Equipment.
2. **Services.**
 - A. **Installation of Equipment.**
 - i. **Field Devices.** Customer shall install the Field Devices at its End Users' premises, or other location as applicable.
 - ii. **RF Field Equipment.** For the prices set forth in Exhibit C, Sensus, or its subcontractor, shall install the Transceivers on Customer's existing RF Field Equipment.
 - B. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
 - C. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - D. **Project Management.** Sensus shall provide Customer project management as set forth on Exhibit C.
 - E. **Training.** Sensus shall provide Customer with training as set forth on Exhibit C.
3. **Software.**
 - A. **Software as a Service (SaaS).** For the prices and conditions set forth in Exhibit C, Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
4. **Spectrum**
 - A. **Definitions in this Section 4.** In this Section 4 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
 - B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
 - C. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
 - D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
 - E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum. For each

piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.

- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
 - G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
 - H. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.9040(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
 - (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - (b) Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
5. **General Terms and Conditions.**
- A. **Payment.** All payment and pricing is subject to the terms in Exhibit C.
 - B. **Limitation of Liability.**
 - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "**Causes of Action**") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
 - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
 - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
 - E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
 - F. **Confidentiality.**
 - i. Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "**Discloser**" means either party that discloses Confidential Information, and "**Recipient**" means either party that receives it.
 - ii. Sensus acknowledges that Customer is a public entity and subject to Florida Public Records Law. Notwithstanding the terms stated herein, Customer will comply with all requirements of Florida Law regarding maintenance, retention, and provision of public records and shall only have the duty to keep information confidential that is exempt from disclosure per Florida Public Records Law, Chapter 119, Florida Statutes, and any other applicable law regarding public records.

- G. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- H. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- I. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- J. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- K. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Florida. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Orange County, Florida. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- L. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.
- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- O. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. **"Available Meter"** means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, and is not a damaged or failed meter; (ii) Intentionally Omitted (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Customer under Sensus' or Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer to perform its obligations or tasks for which it is responsible under this Agreement, (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of Customer for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
 - D. **"Billing Window"** for a meter means the four day period commencing one day prior to the relevant billing day for such meter and ending two days after such billing day. The Billing Window for testing purposes shall be agreed by Customer and Sensus.
 - E. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
 - F. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by

- radio frequency to the relevant FlexNet Base Station.
- G. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- H. **"Escalator(s)"** means the following:
- i. **For services:** three percent (3%).
 - ii. **For Water Meters:**
 - (a) **For bronze and low lead water metering products:** the percentage change, for the relevant period, of the average of: (a) the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, Item: Copper and copper-base alloy castings (excl. die-castings), series ID: WPU102807013, not seasonally adjusted; and (b) the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted.#
 - (b) **For plastic main case meters:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted.
 - (c) **For Omni meters:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, item: other gray and ductile iron castings, other, series ID: WPU101504, not seasonally adjusted.
 - iii. **For all other goods and services:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index.
 - iv. Any Escalator increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%)
- I. **"Field Devices"** means the meters and SmartPoint Modules.
- J. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- K. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- L. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- M. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- N. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- O. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.
- P. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- Q. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- R. **"Release"** means both Updates and Upgrades.
- S. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- T. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- U. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- V. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- W. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- X. **"Server Hardware"** means the RNI hardware.
- Y. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- Z. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- AA. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
- BB. **"Unavailable Meters"** include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Intentionally Omitted; (ii) Intentionally Omitted; (iii) Intentionally Omitted; (iv) Intentionally Omitted; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- CC. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- DD. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- EE. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

**Exhibit A
Software**

Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Usage License. Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of; (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

C. Termination of Software as a Service. Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. "Software as a Service" means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - a. Network addresses and virtual private networks (VPN)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - a. Define data retention plan and policy.
 - b. Monitor space and capacity requirements.
 - c. Respond to database alarms and notifications.
 - d. Install database software upgrades and patches.
 - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - b. Respond to incidents and problems that may occur to the Application(s).
 - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - d. Correlate incidents and problems where applicable.
 - e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
 - f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
 - g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.

- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
 - b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - c. Conduct period penetration testing of the network and data center facilities.
 - d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - e. Perform Anti-Virus and Malware patch management on all systems.
 - f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
 - h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
 - i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
 - j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
 - f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
 - j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. "Software as a Service" does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

i. Calculations

- a. "Targeted Minutes of Operation" or "TMO" means total minutes cumulative across all Applications in the applicable month ("Month") minus the Scheduled Downtime in the Month.

- b. **“Scheduled Downtime”** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **“Non-Scheduled Downtime”** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
 - ii. **Exceptions.** **“Exceptions”** mean the following events:
 - a. Force Majeure;
 - b. Emergency Work, as defined below; and
 - c. Lack of Internet Availability, as described below.
 - i. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) (**“Emergency Work”**). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the **“Managed Systems”**). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - ii. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus’ networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer’s connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer’s access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer’s hardware and software (**“Customer’s Systems”**) is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer’s network router and firewall, if applicable, to allow data to flow between the Customer’s Systems and Sensus’ Managed Systems in a secure manner via the public Internet.
 - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer’s authorized users and complete the applicable Sensus registration process (**“Authorized Users”**). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer’s account, and Sensus will not be liable for any loss, damage or liability arising from Customer’s account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer’s account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer’s account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer’s account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer’s account, account ID, usernames or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

III. Sensus Analytics

A. **Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. **Device Access**
 - a. Allows search for meter details by using data imported from the Billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. **Meter Insight** (provides the following)

- a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with high threshold exceptions with drill down to the list of meters.
 - h. # of unknown radios with drill down to the list of meters.
- iii. Report Access
- a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered "daily consumption threshold;" (2) The number of days when daily thresholds are exceeded are greater than the entered "exception per day threshold."
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered "Created as of" parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI.
 - n. Users need to enter which billing request file prior to running the report.
 - o. Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
- a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually send to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
- a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
- a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. Alarm Dashboard
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
 - ii. Alarm Console
 - a. Follow real time monitors of the alarms coming from Customer's meters.
 - b. Provides a single view for all alarms across the entire network.
 - c. Allows the user to view trending of each alarm over time.
 - iii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- D. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
 - a. In scope of the included integration efforts is the mapping the Customer's fields to the VFlex specification.
 - b. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
 - ii. Sensus' integration services consists of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.

- iii. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- E. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- F. **Customer Acknowledgements.**
 - i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - ii. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - iii. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - iv. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - v. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

IV. Third Party Software.

- A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:
By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

**Exhibit B
Technical Support**

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	<ul style="list-style-type: none"> • Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	<ul style="list-style-type: none"> • Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
 - 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

**Exhibit C
Pricing**

Assumptions:

1. Assume Agreement is signed prior to June 30, 2016, otherwise Sensus reserves right to adjust pricing.
2. Phase 1 – System Availability is later of May 1, 2016 or Agreement Effective Date.
3. Annual Services will be invoiced on January 1st of each year. The first year's annual fees will be prorated to the months left from Effective Date to end of current calendar year. Payment for 2017 annual fees will be due on Jan 1st 2017.
4. All annual Fees are subject to a 3% annual increase over prior year
5. Pricing valid up to 28,000 Field Devices; pricing subject to change if Customer exceeds 28,000 Field Devices.

Sensus Analytics Pricing	
Description	Price
1. Sensus Analytics suite Enhanced - Annual Fee (up to 28K endpoints) Includes: Device Access, Meter Insight, Report Access, Billing Access, Billing Adapter, Alarm Dashboard, Alert Manager, Water Insight and Data Store.	\$8,321.25 (Prorated May 1 st – Dec 31 st 2016, subject to change based on Effective Date)
2. Sensus Analytics Enhanced suite Platform Setup	\$4,000.00
3. System setup of Sensus Analytics suite with utility back office for standard configuration.	\$0.00
4. 1 day of Education and Training Services. Access to all online education material for self-paced training.	\$1,500.00
5. Block of 6,000 text messages.	\$600.00
Total Price (Year 1)	\$14,421.25
Ongoing Support & Maintenance Fees (Begin January 1, 2017)	
Description	Price
1. Sensus Analytics suite Enhanced - Annual Fee (up to 28K endpoints) Includes: Device Access, Meter Insight, Report Access, Billing Access, Billing Adapter, Alarm Dashboard, Alert Manager, Water Insight and Data Store	\$14,692.95
2. Annual Block of 6k Text messages	\$600.00
Annual / Ongoing Fees	\$15,292.95

Sensus Regional Network Interface (RNI) Upgrade Pricing	
Description	Price
1. Sensus RNI Annual Service (28K Endpoints) Includes: Software as a Service (SaaS)	\$10,371.67 (Prorated May 1 st 2016 – Dec 31 st 2015)
2. Sensus RNI SaaS Setup Fee	\$4,500.00
3. RNI 1.x upgrade to 3.x training (2 day class onsite)	\$4,000.00
Total Price (Year 1)	\$18,871.67
Ongoing Support & Maintenance Fees (begin January 1, 2017)	
Description	Price
1. Sensus RNI Annual Service (28K Endpoints) Includes: Software as a Service (SaaS) All annual Fees are subject to a 3% annual increase over prior year (This amount due Jan. 1 st , 2017)	\$18,313.40

Base Station Upgrade Requirements Pricing	
Description	Price
1. Two Transceiver PCS 50 kHz Repair kits	\$7,000.00
2. Project Management Services	\$1,500.00
<ul style="list-style-type: none"> • Pricing includes standard installation of GPS on the base station, which requires a 360 degree view of the horizon with no overhead obstructions. • Any additional cable runs for GPS installation outside of the standard installation are not included and require a special quote. • One project management fee is required for each utility location and includes up to two transceiver installations per utility. • Field replaced transceivers must go through Sensus' Returned Material Authorization (RMA) process and returned to Sensus. All transceivers must be received no later than 45 days after base station certification is complete. The customer will be invoiced the full list price of the new transceiver if it is not received within the 45-day timeline. • The customer is responsible for RMA transceiver freight. • Discounts take effect September 1, 2015 and will remain in effect through June 30, 2016. All orders must be received by June 30, 2016. 	
Total Price	\$8,500.00

Payment Terms
<p>Escalation. Customer shall pay for all goods and services rendered by Sensus hereunder at the prices set forth in this Exhibit C (or in the Quote if one is referenced on the first page. If there is a Quote referenced on the first page, such Quote is incorporated into this Exhibit C by reference). The pricing in Exhibit C shall remain firm until the Trigger Date (as defined on the first page of the Agreement). Starting on the Trigger Date, and on each anniversary of the Trigger Date thereafter, the pricing in Exhibit C shall automatically adjust to equal the summation of (i) the amount charged for such pricing component during the immediately preceding year ("Base Amount"); plus (ii) the product of the Base Amount multiplied by the percentage rate of increase in the Escalator(s) during the immediately preceding year (which product shall not be less than zero, such that the pricing in Exhibit C cannot decrease under this section). The Escalator(s) will be calculated utilizing the Escalator(s) published the month prior to the anniversary of the Trigger Date compared to the equivalent month from one year earlier to determine the escalation. For example, if the Trigger Date occurs in January 2015, the Escalator(s) will be calculated by comparing December 2013 and December 2014 figures.</p> <p>Equipment. Invoices for all Field Devices, RF Field Equipment, Server Hardware and any other goods sold by Sensus hereunder shall be delivered along with the relevant goods.</p> <p>Third Party Devices. In cases where Customer requests or requires Sensus to deliver SmartPoint Modules to a third party meter manufacturer (or any other third party), payment for such modules is due within thirty (30) days of the invoice date to such manufacturer or other third party, irrespective of how long it takes such third party to deliver the SmartPoint Modules to Customer.</p> <p>Services. Invoices for Ongoing Fees and services shall be delivered annually or monthly, as applicable, in advance. Invoices for other services shall be delivered upon completion of the applicable service.</p> <p>Invoices and Payment. Customer shall pay all invoices within thirty (30) days of the invoice date. Sensus reserves the right to establish credit limits for Customer and may require full or partial payment prior to shipment of any goods or commencement of any services provided hereunder. All payments shall be made via electronic payment to the account(s) indicated by Sensus from time to time, unless Sensus requests a change in payment methods in writing.</p> <p>Late Payments. Any invoices not disputed in good faith by Customer which Customer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one and a half percent (1.5%) per month up to a maximum of eighteen percent (18%) per year; or (ii) the highest rate permitted by applicable law (collectively, "Interest Rate").</p> <p>Disputed Invoices. If Customer disputes an invoice, it shall give written notice of the dispute to Sensus within 30 days of the invoice date. If it does not do so, the entire invoice shall be deemed payable without reduction, set off, or claim. If Customer gives written notice of the dispute within the required thirty (30) days, it shall, at such time as the notice is given, pay the undisputed amount of the invoice and the disputed portion shall be resolved by the parties or, if necessary, under the dispute resolution provisions of this Agreement. If it is ultimately determined that some or all of the disputed amount was payable, that amount shall bear interest from the original due date until Customer pays it at the Interest Rate</p> <p>Withholding. Customer may withhold payment on an invoice for defective goods and services. Payment by Customer of an invoice shall deem Sensus to have fully complied with this Agreement for all goods and services represented in the invoice and with all other terms and conditions of this Agreement prior to the date of such payment</p> <p>Taxes. All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether local, state or federal) imposed on this Agreement or the goods, services, licenses, and/or other rights provided to Customer hereunder.</p> <p>Delivery and Packaging. Customer shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse. Sensus reserves the right to select the manner in which Equipment is packaged. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges. Shipping and completion dates quoted by Sensus are made in good faith but are not guaranteed.</p> <p>Address for Purchase Orders. All purchase orders shall be sent to the address listed below. Sensus may change this address at any time, upon written notice to the Customer (such notice may be provided via email).</p> <p style="text-align: center;">Sensus USA Inc. PO Box 487 Uniontown, PA 15401 Attn Customer Service Fax: 800-888-2403 Email: icon.support@sensus.com</p>

Backup material for agenda item:

7. Approve the final extensions of the contracts for Geotechnical and Environmental Engineering Services.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: May 18, 2016
FROM: Public Services
EXHIBITS:

SUBJECT: GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING SERVICES

REQUEST: APPROVE THE FINAL EXTENSION OF THE CONTRACT FOR GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING SERVICES WITH ARDAMAN AND ASSOCIATES, INC. AND UNIVERSAL ENGINEERING SCIENCES FOR A PERIOD OF ONE YEAR

SUMMARY:

On April 16, 2014, the City Council awarded Geotechnical and Environmental Engineering Services Contract to Ardaman and Associates, Inc., and one to Universal Engineering Sciences. The consulting services contracts were effective for one year (beginning June 1, 2014) and are subject to renewal for two one-year extensions. The services are performed on an as needed basis. This is the second and final extension request for each contract.

FUNDING SOURCE:

On an as needed basis.

RECOMMENDATION ACTION:

Approve the final extension of the contracts for the consulting services for Geotechnical and Environmental Engineering Services with Ardaman and Associates, Inc. and Universal Engineering Sciences, for one year, at the same unit rate.

DISTRIBUTION

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

Backup material for agenda item:

8. Award the perimeter boundary clearing of the Golden Gem property to The Collage Companies.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: May 18, 2016
 FROM: Public Services
 EXHIBITS: SJRWMD MOA

SUBJECT: GOLDEN GEM PROPERTY SITE PERIMETER CLEARING FOR THE ERECTION OF A PERIMETER BOUNDARY FENCE.

REQUEST: APPROVE THE COLLAGE COMPANIES TO PERFORM THE GOLDEN GEM PROPERTY SITE PERIMETER CLEARING FOR THE ERECTION OF A PERIMETER FENCE IN THE AMOUNT OF \$17,200.

SUMMARY:

On September 9, 2015, the City Council approved the bid from The Collage Companies for the excavation and purchase of surplus dirt from the Golden Gem property for the purpose of building a reclaimed water storage pond. As a condition of the land purchase from the St. Johns River Water Management District in the Memorandum of Agreement, the City is to erect a perimeter fence on the property boundaries. Staff has obtained a proposal from The Collage Companies to perform the perimeter site clearing of the property. Staff requests approval to award the property boundary perimeter site clearing to The Collage Companies in the amount of \$17,200.

FUNDING SOURCE:

Fund 403 Reclaimed Water Impact Fees in the amount of \$17,200, this is not in the budget, will require a budget amendment.

RECOMMENDATION ACTION:

Approve the award of the perimeter boundary clearing of the Golden Gem property to The Collage Companies in the amount of \$17,200.

DISTRIBUTION

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



Golden Gem Road

Prepared by and
Record and Return to:
Donald F. Wright, Esq.
Wright, Fulford, Moorhead & Brown, P.A.
Post Office Box 2828
Orlando, Florida 32802

SPACE ABOVE THIS LINE FOR RECORDING DATA

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 15th day of MAY, 2009, between **THE CITY OF APOPKA**, (the "City"), FLORIDA, a municipal subdivision of the State of Florida, whose mailing address is Post Office Box 1229, Apopka, Florida 32704-1229, and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, (the "District"), a public body existing under Chapter 373, Florida Statutes, having a mailing address is 4049 Reid Street, Palatka, Florida 32177.

WITNESSETH:


1. On April 15, 2009 the City and the District entered into a written Participation Agreement for identification of parcels that may be suitable for reclaimed water storage and aquifer recharge enhancement and, the parties have identified the Golden Gem Road Property, District Parcel No. LA 2009-011 (the "Property"), in Orange County, Florida, for this purpose. The legal description of the Property is attached hereto as Exhibit A.
2. The Participation Agreement provides for the funding, acquisition and management of said Property and provides that certain conditions and restrictions upon the use of the Property must run with the title to the Property.
3. This Memorandum of Agreement sets forth the specific terms, conditions and restrictions which are to run in favor of the District and which shall burden and encumber the Property unless and until the District records a release of this Memorandum of Agreement in the Public Records of Orange County, Florida.
4. The District is participating with the City in the acquisition of the Property for the sole purpose of assisting the City to construct a Water Resource Development Project (reuse storage) (the "Project").
5. During the time the City retains ownership of the Property, the Property shall solely be used for purposes of development of the Project.
6. The City shall not, without the written approval of the District, sell, convey or otherwise transfer title to the Property.
7. In the event the City fails to complete the design, permitting and construction of the Project upon the Property by the date which is exactly five (5) years after the date that this Memorandum of Agreement is recorded in the Public Records of Orange County, then the District shall have the option to: i) require the City to transfer ownership of the

4,492,273.00
BQ

- Property to the District, or ii) require the City to reimburse the District the full amount of \$_____ that the District funded, plus interest at the rate of five percent (5%) per year to accrue from the date the payment was made by the District. The District shall provide written notice to the City of its exercise of either option. If the District chooses to take title to the Property, then the City shall immediately provide a deed conveying fee simple title to the property to the District. If the District elect to require repayment, then the City shall have eighteen (18) months to pay the District. Upon receipt of payment in full, the District shall provide the City with a formal Release of all restrictions on use of the Property as imposed in this Memorandum of Agreement. Said Release shall reference this Memorandum of Agreement and shall be recorded by the District in the Public Records of Orange County, Florida. Thereafter, the restrictions contained in this Memorandum of Agreement shall no longer affect the Property.
8. If, at any time after completion of construction of the Project, the City ever fails to actively operate the Project constructed on the Property, then the District will have the same two options specified in Paragraph 7 above. For purposes of this paragraph, "actively operate" means that the Project is functioning as designed and is being used for its intended purpose. In the event the Project is not actively operating, the District shall provide written notice to the City, and the City shall have a period of three (3) months to correct any operational defects prior to the District exercising the options in said Paragraph 7 above.
 9. If the City fails to provide the District with a deed as stated in Paragraph 7 above, upon the recordation of an Affidavit by the District certifying that the conditions specified in either paragraph 7 or 8 above, including that the District provided the City with written notice, have occurred, then title to the Property shall automatically vest in the District or its successor organization.
 10. In the event the City derives any revenue from the sale of fill material or other appurtenances from the Property, all such revenue will be used toward funding the design, construction, operation and maintenance of the Project, including public recreational components.

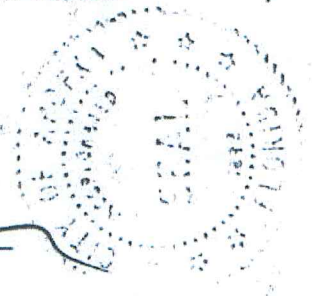
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to become effective as of the date and year first above written.

ATTEST:


 JANICE G. GOEBEL, CITY CLERK

CITY COUNCIL
CITY OF AOPKA, FLORIDA

By 
 RICHARD D. ANDERSON, CAO



Date _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of MAY, 2009, by **RICHARD D. ANDERSON**, as Chief Administrative Officer of the City of Apopka, Florida, a Florida municipal corporation, on behalf of the City of Apopka. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of MAY, 2009.



JANICE G. GOEBEL
Commission DD477567
Expires December 11, 2009
Renewed thru Tray Path Insurance 800-666-7010

Janice G. Goebel
Signature of Notary

JANICE G. GOEBEL

Name of Notary (Typed, Printed or Stamped)

COPY

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

WITNESSES:

Jessica M. Longhi
Print Name: Jessica M. Longhi

Sharon G. Carlin
Print Name: SHARON G. CARLIN

By: Kirby B. Green III
KIRBY B. GREEN III
Executive Director

ATTEST:

By: Kathryn L. Mennella
KATHRYN L. MENNELLA
General Counsel
Date: May 21, 2009

Approved as to form and legality: SJRWMD:

By: Donald F. Wright
Donald F. Wright, Esq.
Governing Board Counsel

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this 19th day of May, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KIRBY B. GREEN, III, Executive Director of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, who is personally known to me and who executed the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him.



Sharon G. Carlin
Notary Public, State of Florida
Print name: SHARON G. CARLIN
My Commission Expires: 10/29/2012

Exhibit "A"

LEGAL DESCRIPTION

PARCEL 1

SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 20 SOUTH RANGE 27 EAST (LESS NORTH 640 FEET OF THE WEST 1391.25 FEET AND LESS WEST 30 FEET FOR RIGHT-OF-WAY) LYING IN ORANGE COUNTY, FLORIDA

PARCEL 2

THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24 TOWNSHIP 20 SOUTH RANGE 27 EAST, LYING IN ORANGE COUNTY, FLORIDA

Together with an Easement over and across the East 15 feet of the W ½ of the SE ¼ of the SW ¼ of Section 24, Township 20 South, Range 27 East, for the purpose of Ingress and Egress from the above described property, said Easement and Right of Ingress and Egress being a covenant running with the land for the benefit of the above described tract of land and created in Warranty Deed recorded February 3, 1936 in Deed Book 473, Page 215.

COOPER

Golden Gem Road First Amendment
**Prepared by and
Record and Return to:**
William R. Abrams
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32178

SPACE ABOVE THIS LINE IS FOR RECORDING DATA

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT**

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT, is made and entered into as of this 9th day of April, 2014, between **THE CITY OF APOPKA**, (the "City"), FLORIDA, a municipal subdivision of the State of Florida, whose mailing address is Post Office Box 1229, Apopka, Florida 32704-1229, and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, (the "District"), a public body existing under Chapter 373, Florida Statutes, having a mailing address is 4049 Reid Street, Palatka, Florida 32177.

PREMISES

On May 15, 2009, the City and the District entered into that certain Memorandum of Agreement recorded May 27, 2009, in Official Records Book 9877 Page 7806, Public Records of Orange County, Florida. The Memorandum of Agreement provides, as a condition of ownership, for the City to design, permit, and construct a reclaimed water storage and aquifer recharge enhancement project (the "Project") on property purchased by the District and conveyed to the City known as the Golden Gem Road Property, LA 2009-011 (the "Property") ; and

The Memorandum of Agreement sets forth specific terms, conditions and restrictions which are to run in favor of the District and which shall burden and encumber the Property; and

The City's reclaimed water distribution system does not currently extend to the Property, which has delayed the construction of the Project. The City timely requested an extension of the term of the agreement for an additional 5 years; and

The District and City further desire to amend the Memorandum of Agreement to add addressing additional responsibilities of the City; and

In consideration of the mutual covenants contained herein, the District and the City do hereby agree as follows:

1. Paragraph 5 is hereby amended to add the following language to the end of the Paragraph: "Furthermore, the City shall perform the following duties, on the Property: i) fence and secure the Property, to be completed by or before December 31, 2014, ii) remove all solid waste, to be completed by or before June 30, 2015, and iii) implement a program to treat invasive exotic plants, to be completed by or before June 30, 2015."
2. Paragraph 7 is hereby deleted in its entirety and replaced with the following:

"Paragraph 7. In the event the City fails to complete the design, permitting and construction of the Project upon the Property May 27, 2019, then the District shall have the option to: i) require the City to transfer ownership of the Property to the District, or ii) require the City to reimburse the District the full amount of \$4,492,273.00 that the District funded, plus interest at the rate of five percent (5%) per year to accrue from the date the payment was made by the District. The District shall provide written notice to the City of its exercise of either option. If the District chooses to take title to the Property, then the City shall immediately provide a deed conveying fee simple title to the property to the District. If the District elects to require repayment, then the City shall have eighteen (18) months to pay the District. Upon receipt of payment in full, the District shall provide the City with a formal Release of all restrictions on use of the Property as imposed in this Memorandum of Agreement. Said Release shall reference Memorandum of Agreement and shall be recorded by the District in the Public Records of Orange County, Florida. Thereafter, the restrictions contained in this Memorandum of Agreement shall no longer affect the Property."
3. The capitalized terms used herein shall have the same meanings as ascribed to them in the Memorandum of Agreement.
4. The "Premises" contained herein are true and correct and are, by this reference, made a part of this Amendment.
5. It is understood and agreed by the District and the City that in each and every respect the terms of the Memorandum of Agreement, except as amended hereby, shall remain unchanged, and are hereby ratified, and confirmed by the District and City.

The parties hereto have signed this First Amendment to become effective on the date when the last party has signed below, and that date shall be inserted at the top of the first page.

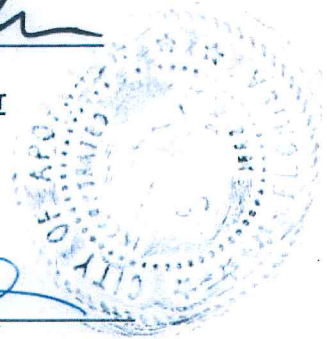
WITNESSES:

[Signature]
Print Name: Vicky Chenault

[Signature]
Print Name: SANDRA J KERRIGAN

CITY OF APOPKA, FLORIDA

By: *[Signature]*
Name: Richard D. Anderson
Its: Chief Administrative Officer
Date: 3-27-2014



ATTEST:

By: *[Signature]*
Name: JANICE G. GOEBEL
Date: 3-27-2014

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2014, by RICHARD D. ANDERSON, as CHIEF ADMINISTRATIVE OFFICER of the City of Apopka, Florida, a Florida municipal corporation, on behalf of the City of Apopka. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of MARCH, 2014.



[Signature]
Signature of Notary
JANICE G. GOEBEL
Name of Notary (Typed, Printed or Stamped)

WITNESSES:

Debbie Stratton
Print Name: Debbie Stratton

Kimberly A Hall
Print Name: Kimberly A Hall

DISTRICT

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: [Signature]
Name: Hans G Tanzler III
Its: Executive Director
Date: 4/9/2014

ATTEST:

Approved as to form and legality; SJRWMD:

[Signature]
WILLIAM R. ABRAMS
Office of General Counsel

By: [Signature]
Name: W.H. Congdon
Its: General Counsel
Date: 4/9/2014

STATE OF FLORIDA
COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 9th day of April, 2014, by Hans G Tanzler III, personally known to me and known to me to be the Executive Director of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.



[Signature]
Notary Public - State of Florida

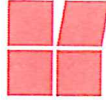


STATE OF FLORIDA
COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 9th day of April, 2014, by W.H. Congdon, personally known to me and known to me to be the General Counsel Executive Director of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.



[Signature]
Notary Public - State of Florida
Print Name:
My Commission Expires:



THE COLLAGE COMPANIES

May 6, 2016

Mr. Kenneth Gatton
City of Apopka
Public Services Department
748 E. Cleveland St.
Apopka, FL 32703

RE: Golden Gem Pond – Site Perimeter Clearing Proposal

Dear Ken,

Per your request, The Collage Companies hereby submits this proposal for the following:

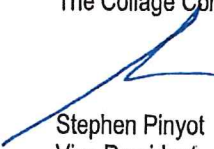
Golden Gem Pond Site Perimeter Clearing Scope of Work:

Clear and grub a minimum 10' path along property edge. All vegetation and debris to be removed from clear path. Clear path may be extended to 25' in select areas if deemed necessary to accommodate equipment. Trees, with a trunk caliper of 18" and larger, may remain providing said trees will not disrupt further improvements. It is our understanding that a City representative will be on site to perform a review of the trees prior to any clearing activities. Path shall be sufficiently cleared to allow for proper installation of a 6' high chain link fence within the edge of the property line.

The cost for this work shall be a lump sum amount of Seventeen Thousand, Two Hundred Dollars and Zero Cents (\$17,200.00). The Collage Companies has not added any costs for overhead or profit to this cost and we are providing this work to the City of Apopka at our cost.

Thank you for your attention in this matter.

The Collage Companies


Stephen Pinyot
Vice President

Backup material for agenda item:

9. Award a contract to Dell Financial Services for the lease of Police Department laptops.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: May 18, 2016
 FROM: Information Technology
 EXHIBITS: Lease Agreement

SUBJECT: LEASE AGREEMENT WITH DELL FINANCIAL SERVICES FOR NEW LAPTOPS.

REQUEST: AUTHORIZE THE LEASE AGREEMENT WITH DELL FOR THE REPLACEMENT OF 40 LAPTOPS FOR THE POLICE DEPARTMENT.

SUMMARY:

The Information Technology Department maintains a fleet of over 100 laptops and tablets for the Police Department of which 70% were purchased between April of 2010 and January of 2011. The laptops are subjected to extreme duty on a daily basis and are well out of their warranty coverage. The majority of the repairs including hardware failures require the main boards to be replaced at a minimum cost of \$250.00 per incident.

By leasing the laptops we can predict our laptop budget requests year after year and ensure the technology is updated on a three year basis. The laptops will have a full warranty throughout the lease to include accidental damage. In FY14/15 we were able to replace 20 of the old laptops with newer technology. With approval of this lease agreement we will replace 40 laptops this fiscal year and will request an additional three year lease agreement in FY16/17 for the remaining 40 laptops. Lastly, we would request to enter into a third lease agreement in FY17/18 to replace the 20 machines obtained in FY14/15. In the future, this will put us in a manageable position of replacing approximately 33% of the laptop fleet each year with new technology. The annual laptop budget for the Police Department can be maintained for under \$35,000.00 per year once the three lease agreements are in place.

The Information Technology Department is striving to implement an IT Asset Lifecycle Management Plan. In the past, there has been little effort to analyze the business impacts that technology changes have on the quality, reliability and efficiency of the organization. Meeting that challenge systematically through Lifecycle Management can lead to improvements in efficiency, performance and cost management.

FUNDING SOURCE:

Included in the 2015/2016 FY Information Technology budget.

RECOMMENDATION ACTION:

Authorize the 3 year lease agreement with Dell Financial Services for 40 laptops with an annual cost of \$13,105.59, (\$39,316.77 three year cost) for the Police Department.

DISTRIBUTION

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



EFFECTIVE DATE: April 30, 2016
MASTER LEASE AGREEMENT NO. 572713-18412

LESSOR: DELL FINANCIAL SERVICES L.L.C.

Mailing Address:
ONE DELL WAY
Round Rock, TX 78682

LESSEE: APOPKA, FLORIDA

Principal Address:
120 E MAIN ST
APOPKA, FL 32703
Fax:
Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date

and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOURPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase

option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected

to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid, Lessee, is declared null and void, or its validity or

contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products.

This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY FLORIDA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURY TRIAL AND TO ANY FEDERAL COURT LOCATED IN ORANGE, FLORIDA, AS THE VENUE FOR THE TRIAL OF ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY SCHEDULE, AND FURTHER WAIVES

TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in

any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.	
APOPKA, FLORIDA "Lessee"	
BY:	_____
NAME:	_____
TITLE:	_____
DATE:	_____
Dell Financial Services L.L.C. "Lessor"	
BY:	_____
NAME:	_____
TITLE:	_____
DATE:	_____

Backup material for agenda item:

10. Award a contract for CMAR Preconstruction Services to Garney Construction Company.



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: May 18, 2016
FROM: Public Services
EXHIBITS: Agreement

SUBJECT: CONSTRUCTION MANAGER-AT-RISK (CMAR) PRECONSTRUCTION SERVICES CONTRACT WITH GARNEY CONSTRUCTION COMPANY FOR THE WATER RECLAMATION FACILITY EXPANSION

REQUEST: AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE CONTRACT FOR CMAR PRECONSTRUCTION SERVICES WITH GARNEY CONSTRUCTION COMPANY FOR THE WATER RECLAMATION FACILITY EXPANSION IN THE AMOUNT OF \$422,000.

SUMMARY:

On April 7, 2016, the City received qualifications, data, and expressions of interest for Construction Manager at Risk Services (CMAR) for the water reclamation facility expansion project. CMAR is a project-specific delivery method that is suited for medium to large capital or renovation projects. CMAR project delivery method allows the City to hire a construction manager during the design process to provide constructability input. The CMAR is generally selected on the basis of qualifications, past experience or a best-value basis. During the design phase, the CMAR provides input regarding scheduling, pricing, phasing, and other input that helps the City design a more constructible project. At approximately 60% to 90% design completion, the City and the CMAR negotiate a Guaranteed Maximum Price (GMP) for the construction of the project based on the defined scope and schedule. If this price is acceptable to both parties, they execute a contract for construction services, and the construction manager becomes the general contractor. If prices are not acceptable, the contract is put out for bid when the design is completed.

On April 20, 2016, the City Council approved the ranking of the top three firms to provide Construction Manager-at-Risk (CMAR) Services for the water reclamation facility expansion. City staff has obtained, reviewed, and negotiated a proposal for \$422,000 for CMAR Preconstruction Services with Garney Construction Company, the top ranked firm. When this process is complete, the City will negotiate a contract with Garney for a Guaranteed Maximum Construction Price (GMP). If staff successfully negotiates a GMP with Garney, they would construct the plant. Should this exercise fail, the City would proceed with normal bidding procedures. A contingency amount of 10% is added to the GMP. When the construction of this project is completed, the City will have an 8 MG (million gallons per day) treatment capacity, over its current 4.5 MGD.

FUNDING SOURCE:

Capital Improvement Plan Fund 403/Sewer Impact Fee Fund. Project funding will be reimbursed through the FDEP State Revolving Fund (SRF) Loan Program.

RECOMMENDATION ACTION:

Authorize the City Administrator to sign the contract for CMAR Preconstruction Services with Garney Construction Company in the amount of \$422,000.

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

CONTRACT

CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT made and entered by and between the **City of Apopka**, a Florida municipal corporation, hereinafter designated the “City” and Garney Construction Company hereinafter designated the “Construction Manager at Risk” or “CMAR.”

RECITALS

- A. This Contract has been procured pursuant to the applicable requirements of the City of Apopka Code and State law.
- B. The City intends to construct a Water Reclamation Facility Expansion Project as more fully described in Exhibit A attached, hereafter referred to as the “Project.”
- C. To undertake the design of said Project the City has entered into a contract with Tetra Tech Inc., hereafter referred to as the “Design Professional.”
- D. The CMAR has represented to the City the ability to provide pre-construction phase services and, if approved by the City, to enter into a contract or amendment to construct the Project.
- E. Based on this representation, the City intends to enter into a contract with the CMAR for the pre-construction phase services identified in this contract. At the end of the design phase, at the City’s discretion, the City may enter into a separate construction contract or amendment to this Agreement with the CMAR for construction phase services.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CMAR as follows:

ARTICLE 1 DEFINITIONS

Addenda - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement (Contract) - This written document signed by the City and CMAR covering the pre-construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

Alternate Systems Evaluations - Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order (Amendment) - A written instrument issued after execution of the Contract Documents signed by the City and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other contract terms.

City (Owner) - The City of Apopka, a Florida municipal corporation, with whom CMAR has entered into this Contract and for whom the services is to be provided pursuant to said Contract.

Construction Contract Time(s) - The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of Substantial Completion of the Work.

Construction Documents - The plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

Construction Fee - The CMAR's administrative costs, home office overhead, and profit, whether at the CMAR's principal or branch offices.

Construction Manager at Risk (CMAR) - The firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract.

Contingency, CMAR's - A fund to cover cost growth during the Project used at the discretion of the CMAR usually for costs that result from Project circumstances. The amount of the CMAR's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CMAR's Contingency is described in Article 2.

Contingency, Owner's - A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the City and will be in addition to the project costs included in the CMAR's GMP packages. Use and management of the Owner's Contingency is described in Article 2.

Contract Amount - The cost for services for this Contract as identified in Article 4.

Contract Documents - means the following items and documents in descending order of precedence executed by the City and the CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

Cost of the Work - The direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by City), materials testing, and related items. The Cost of the Work shall not include the CMAR's Construction Fee, General Conditions Cost, or taxes.

Critical Path Schedule - The sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

Day - Calendar day unless otherwise specifically noted in the Contract Documents.

Deliverables - The work products prepared by the CMAR in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CMAR during the pre-construction phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement

strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

Design Professional - The qualified, licensed person, firm or corporation who furnishes design and construction administration services required for the Project.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CMAR during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. detailed design Drawings at 60%, 90% or 100%, construction documents), but “not for construction”. Shop Drawings are not Drawings as so defined.

Float - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

General Conditions Costs – Includes, but is not limited to the following types of costs for the CMAR during the construction phase: job office personnel, job officer and temporary facilities and office materials, supplies and equipment, including payroll costs for project manager or construction manager for Work conducted for the project; payroll costs for the superintendent and full-time general foremen for work conducted at the site; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); costs of offices and temporary facilities including office materials, office supplies, office equipment utilized at the site; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the CMAR or Subcontractors; and fees for licenses.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work including the CMAR’s Construction Fee, General Conditions Costs, sales tax, and CMAR Contingency.

GMP Plans and Specifications – The three sets of plans and specifications provided pursuant to Article 2 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Notice to Proceed (NTP) - A written notice given by City to the CMAR fixing the date on which the CMAR will start to perform the CMAR’s obligations under this Contract.

Payment Request - The form that is accepted by the City and used by the CMAR in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or the City.

Project - The works to be completed in the execution of this Contract as described in the Recital above and Exhibit "A" attached.

Project Team - Pre-construction phase services team consisting of the Design Professional, CMAR, Project Manager, City's representatives and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values (SOV) - Document specified in the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on if the Progress Schedule is cost-loaded or not.

Shop Drawings - All drawings, diagrams, schedules and other data specifically prepared for the Work by the CMAR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site - The land or premises on which the Project is located 748 E Cleveland St. Apopka, FL 32703.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subconsultant - A person, firm or corporation having a contract with the CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor - An individual or firm having a direct contract with the CMAR or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction phase services or construction phase Work at the site for which the CMAR is responsible. Subcontractors will be selected through the Subcontractor Selection process described in Article 2 of this Contract.

Substantial Completion - When the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by City Fire Chief and local authorities (Certificate of Occupancy); (ii) Elevator Permit; (iii) all systems in place, functional, and displayed to the City or its representative; (iv) all materials and equipment installed; (v) all systems reviewed and accepted by the City; (vi) draft O&M manuals and record documents reviewed and accepted by the City; (vii) City operation and maintenance training complete; (viii) HVAC test and balance completed (Provide minimum 30 days prior to projected substantial completion); (ix) landscaping and site work; and (x) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to the Construction Phase contract.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

Work - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing

or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 BASIC PRE-CONSTRUCTION PHASE SERVICES

GENERAL

A. The CMAR, to further the interests of the City, will perform the services required by, and in accordance with this Contract, to the satisfaction of the City, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Apopka, Florida would exercise at such time, under similar conditions. The CMAR will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by the City.

B. Program Evaluation: As a participating member of the Project Team, the CMAR will provide to the City and Design Professional a written evaluation of the City's Project Program and Project Budget, and site design plan each in terms of the other, with recommendations as to the appropriateness of each.

C. Project Meetings: The CMAR will attend Project Team meetings which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.

D. The CMAR will provide pre-construction phase services described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CMAR will promptly notify the City in writing whenever the CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

E. The CMAR, when requested by the City, will attend, make presentations and participate as may be appropriate in public agency and/or community meetings, germane to the Project. The CMAR will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

CONSTRUCTION MANAGEMENT PLAN

A. If requested by the City, the CMAR will prepare a Construction Management Plan (CMP), which may include the CMAR's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's

responsibilities and roles.

B. The CMAR may add detail to its previous version of the CMP to keep it current throughout the pre-construction phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications;

(b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional or the CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

PROJECT SCHEDULE

A. The fundamental purpose of the "Project Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CMAR will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most recent revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise in writing by the City. The CMAR will use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined.

B. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

C. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CMP diagram shall be presented in a time scaled graphical format for the Project as a whole.

D. The CPM diagram schedule shall indicate all relationships between activities.

E. The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

F. The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.

G. The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.

H. The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CMAR activities.

I. The schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.

J. Float time shall be as prescribed below:

1. The total Float within the overall schedule, is not for the exclusive use of either the City or the CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

2. The CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

3. Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CMAR, etc.). In such an event, the CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

K. The Project Schedule will be updated and maintained by the CMAR throughout the pre-construction phase such that it will not require major changes at the start of the construction phase to incorporate the CMAR's plan for the performance of the construction phase Work. The CMAR will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The CMAR will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

L. Project Phasing: If phased construction is deemed appropriate and the City and Design Professional approve, the CMAR will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CMAR will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

DESIGN DOCUMENT REVIEWS

A. The CMAR will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.

B. The CMAR will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CMAR to construct the Project. Before initiating construction operations, the

CMAR may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.

C. The CMAR will meet with the Project Team as required to review designs during their development. The CMAR will familiarize itself with the evolving documents through the various design phases. The CMAR will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CMAR will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CMAR will recommend cost effective alternatives.

D. The CMAR will routinely conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

1. Constructability Reviews: The CMAR will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.

2. Bidability Reviews: The CMAR will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.

3. The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the City, the CMAR will meet with the City and Design Professional to discuss any findings and review reports.

4. The CMAR's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CMAR.

E. Notification of Variance or Deficiency: It is the CMAR's responsibility to assist the Design Professional in ascertaining that, in the CMAR's professional opinion, the Construction Documents

are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

F. Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CMAR in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CMAR will include the cost of the alternatives into the cost estimate and any GMP Proposals.

COST ESTIMATES

A. Unless otherwise agreed by both parties, within 14 days after receipt of the documents for the various phases of design, the CMAR shall provide a complete and detailed cost estimate and a written review of the documents. The cost estimate should include all cost categories included in the GMP Summary identified in Exhibit "B" attached. The Design Professional and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City will make the final determination.

B. If any estimate submitted to the City exceeds previously accepted estimates or the City's Project budget, the CMAR shall make appropriate recommendations on methods and materials to the City and Design Professional that he believes will bring the project back into the Project budget.

C. In between these milestone estimates, the CMAR shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of the CMAR to keep the City and Design Professional informed as to the major trend changes in costs relative to the City's budget.

D. If requested by the City, the CMAR shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the City in the financing process.

GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

A. The proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the City (see Exhibit "B" attached). Due to the potential for the City to update procedures without notice, CMAR must verify with the City the current Exhibit "B" requirements and procedures when entering into these services.

B. The City may request a GMP Proposal for all or any portion of the Project and at any time during the pre-construction phase. Any GMP Proposals submitted by the CMAR will be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

C. Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.

1. The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.

2. The General Conditions Costs are a firm fixed lump sum amount which will include bonds and insurance premiums based on the full contract price for construction.

3. The Construction Fee is a firm fixed lump sum.

4. CMAR's Contingency is an amount the CMAR may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. CMAR's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission.

5. Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

D. Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CMAR, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the CMAR at the time that Owner's Contingency is used.

E. GMPs are cumulative except for CMAR Contingency. The amount of CMAR Contingency for each GMP amendment will be negotiated separately and shall reflect the CMAR's risk from that point in the project forward. CMAR Contingency may not be moved from one GMP to another without written approval of the City.

F. The CMAR, in preparing any GMP Proposal, will obtain from the Design Professional, three sets of signed, sealed, and dated plans and specifications (including all addenda). The CMAR will prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CMAR will mark the face of each document of each set upon which its proposed GMP is based. These documents will be identified as the GMP Plans and Specifications. The CMAR will send one set of those documents to the City's Project Manager, keep one set and return the third set to the Design Professional.

G. An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Schedule updates/revisions will continue to comply with the requirements of Article 2.

H. GMP savings resulting from a lower actual project cost than anticipated by the CMAR remaining at the end of the project will revert to City.

GMP PROPOSAL(S) REVIEW AND APPROVAL

A. The CMAR will meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. As part of the statement of basis, the CMAR shall identify and justify any costs that are significantly different than the latest cost estimate provided by the CMAR.

In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CMAR will make adjustments as necessary to the GMP Proposal, its basis or both.

B. The City upon receipt of any GMP proposal from the CMAR, will have 14 calendar days to either accept or reject the GMP, or enter into negotiations with the CMAR on the GMP. The City will notify the CMAR in writing whether it accepts or rejects the GMP Proposal.

C. If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CMAR. The CMAR will promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

SUBCONTRACTOR AND SUPPLIER SELECTIONS

A. The selection of Subcontractors and Suppliers may occur prior to submission of a GMP Proposal. Subcontractors shall be selected based on a combination of qualifications and price, in accordance with the Subcontractor Selection Plan submitted by the CMAR. Except as noted below, the selection of Subcontractors/Suppliers is the responsibility of the CMAR. In any case, the CMAR is solely responsible for the performance of the selected Subcontractors/Suppliers. All Subcontractor/Supplier Selections must comply with the Selection Plan, the City Code and State law.

B. The CMAR shall apply the approved Subcontractor Selection Plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation. The CMAR must receive City approval of the selected Subcontractor(s)/Supplier(s).

C. The CMAR will negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

D. The CMAR may self-perform portions of the Work, subject to the approval of the City, and if not in conflict with the Subcontractor Selection Plan. The CMAR will be required to prepare two different reports on the subcontracting process.

1. Within fifteen Days after each Subcontractor/Supplier selection, the CMAR will prepare a report for the City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report will provide (a) the name and qualifications of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each subagreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) a copy of the bids received from each subcontractor, and (d) trade work and its cost that the CMAR intends to self-perform, if any.

2. Upon completion of the Subcontractor/Supplier selection process, the CMAR shall submit a summary report to the City of the entire Subcontractor/Supplier selection process. The report will indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

E. The approved Subcontractors/Suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.

F. Promptly after receipt of the Notice of Intent to Award from CMAR, the City will conduct a pre- award conference with the CMAR and other Project Team members. At the pre-award conference, the CMAR will (a) review the nominated slate of Subcontractors and Suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self-performed Work; (c) review the CMAR's proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining CMAR Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of Commencement of the Contract time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of importance.

ARTICLE 3 PERIOD OF SERVICES

A. The pre-construction phase services described in this Contract will be performed by CMAR in accordance with the most current update/revised Project Schedule. Failure on the part of the CMAR to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.

B. Upon failure to adhere to the approved schedule, City may provide written notice to CMAR that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CMAR's receipt of such notice.

ARTICLE 4 CONTRACT AMOUNT AND PAYMENTS CONTRACT AMOUNT

A. Based on the pre-construction phase services fee proposal submitted by the CMAR and accepted by the City (which by reference is made a part of this Contract); the City will pay the CMAR a fee not to exceed \$422,000.00.

PAYMENTS

A. Requests for monthly payments by the CMAR for pre-construction phase services will be submitted on the City's "Contract Payment Request" form and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.

B. The CMAR will pay all sums due Subconsultants for services and reimbursable expenses within 14 calendar days after the CMAR has received payment for those services from the City. In no event will the City pay more than 90 percent of the Contract Amount until final acceptance of the all pre-construction phase services, and award of the final approved GMP for the entire Project by City Council. In the event that the City rejects the GMP, City shall pay to the CMAR the remaining amounts due under this Contract within 30 days of the final rejection of the GMP.

C. The CMAR agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CMAR to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights herein.

D. If any service(s) executed by the CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CMAR, the CMAR is to be paid for the services performed prior to the abandonment or suspension.

ARTICLE 5 CITY'S RESPONSIBILITIES

A. The City, at no cost to the CMAR, will furnish the following information:

1. One copy of data the City determines pertinent to the work. However, the CMAR will be responsible for searching the records and requesting information it deems reasonably required for the Project.

2. All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

3. The name of the City employee or City's representative who will serve as the Project Manager during the term of this Contract. The Contracts Manager has the authority to administer this Contract. The Project Manager has the authority to monitor the CMAR's compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables will be directed to the Project Manager.

4. The City additionally will Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CMAR for its information. The CMAR will have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.

5. Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CMAR except for those copies whose cost has been reimbursed by the City.

6. Provide the CMAR with adequate information in its possession or control regarding the City's requirements for the Project.

7. Give prompt written notice to the CMAR when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the City may provide written notice to CMAR that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CMAR's receipt of such notice.

8. Notify the CMAR of changes affecting the budget allocations or schedule.

B. The City's Project Manager will have authority to approve the Project Schedule, and render decisions and furnish information the Project Manager deems appropriate to the CMAR.

ARTICLE 6 CONTRACT CONDITIONS

PROJECT DOCUMENTS AND COPYRIGHTS

A. City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, Computer Aided Drafting and Design (CADD) file, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents), including all intellectual property rights thereto, are to be and remain the property of the City and all Project Documents are to be delivered to the Project Manager before the final payment is made to the CMAR. Nonetheless, in the event these Projects Documents are altered, modified or adapted, the City agrees that any CMAR warranties or responsibilities, if any, with regard to the Project Documents and their use for other projects are void and that the CMAR is not responsible for such use.

B. Documents to Bear Seal: When applicable and required by State law, the CMAR and its Subconsultants will endorse by a Florida professional seal all plans, works, and Deliverables prepared by them for this Contract.

COMPLETENESS AND ACCURACY OF CMAR'S WORK

The CMAR will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the CMAR to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CMAR in Apopka, Florida would exercise under similar conditions. The fact that the City has accepted or approved the CMAR's work or Deliverables will in no way relieve the CMAR of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

ALTERATION IN CHARACTER OF WORK

In the event an alteration or modification in the character of work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the work or Deliverable will nonetheless be performed as directed by the City. However, before any altered or modified work begins, a Change Order or Amendment will be approved and executed by the City and the CMAR. Such Change Order or Amendment will not be effective until approved by the City.

Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CMAR may accordingly be adjusted by mutual agreement of the contracting parties.

No claim for extra work done or materials furnished by the CMAR will be allowed by the City except as provided herein, nor will the CMAR do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CMAR without such prior written authorization will be the CMAR's sole jeopardy, cost, and expense, and the CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

DATA CONFIDENTIALITY

A. As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CMAR in the performance of this Contract.

B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this Contract is confidential and proprietary information belonging to the City, subject to the requirements of Florida law.

C. The CMAR will not divulge data to any third party without prior written consent of the City. The CMAR will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:

1. Data which was known to the CMAR prior to its performance under this Contract unless such data was acquired in connection with work performed for the City;

2. Data which was acquired by the CMAR in its performance under this Contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR's knowledge and belief, had the legal right to make such disclosure and the CMAR is not otherwise required to hold such data in confidence; or court.

3. Data, which is required to be disclosed by the CMAR by virtue of law, regulation, or

4. In the event the CMAR is required or requested to disclose data to a third party, or any other information to which the CMAR became privy as a result of any other contract with the City, the CMAR will first notify the City as set forth in this Article of the request or demand for the data. The CMAR will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

D. The CMAR, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.

E. The CMAR assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

e-VERIFY REQUIREMENTS

To the extent applicable under Florida Statutes, the Consultant and its subcontractors shall warrant compliance with all federal immigration laws and regulations and the Immigration Reform and Control Act of 1986 (State of Florida Executive Order 11-116) that relate to their employees and compliance with the E-verify requirements under Florida Statutes. Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

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APPROPRIATION CONTINGENCY

The CMAR acknowledges that the continuation of the Contract beyond the existing City fiscal year is contingent upon the City appropriating funds necessary to provide the funds to pay the City's obligations herein. This Contract shall continue without action by either party from the beginning of the next fiscal year until completion, unless terminated prior to the end of the current fiscal year. Should the City fail to appropriate the necessary funds to continue this Contract, the City will notify the CMAR of the lack of funds, and this Contract shall terminate on the date of said notification. Upon such termination, the CMAR shall be paid for all services provided the City to the date of termination, subject to review and approval of the City, and subject to the availability of funds.

PROJECT STAFFING

A. Prior to the start of any work or Deliverable under this Contract, the CMAR will submit to the City, an organization chart for the CMAR staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CMAR desires to change such key personnel from performing such services under this Contract, the CMAR will submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

B. The CMAR will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CMAR's staff, the CMAR will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

INDEPENDENT CONTRACTOR

The CMAR is and will be an independent contractor and whatever measure of control the City

exercises over the work or Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give the City the right to direct the CMAR as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinances.

TERMINATION

A. The City and the CMAR hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CMAR.

B. In the event the City terminates or abandons any or all of the services or any part of the services as herein provided, the City will so notify the CMAR in writing, and the CMAR will immediately after receiving such notice is to discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.

C. The CMAR, upon such termination or abandonment, will promptly deliver to the City all reports, estimates and other work or Deliverable entirely or partially completed, together with all unused materials supplied by the City.

D. The CMAR will appraise the work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the CMAR's work or Deliverable to appraise the work completed.

E. The CMAR will receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable costs and expenses attributable to such termination. The fee will be paid in accordance with Article 4 of this Contract, and will be an amount mutually agreed upon by the CMAR and the City. If there is no mutual agreement, the final determination will be made in accordance with Article 6, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended. The City will make the final payment within thirty days after the CMAR has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

DISPUTES

In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the Director of Public Works. Any claims made under this Contract shall be resolved by the City Manager, pursuant to the applicable provisions of the City procurement code and state law.

WITHHOLDING PAYMENT

The City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CMAR, until such time that a settlement on those claims has been reached.

RECORDS/AUDIT

A. Records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project

and records of accounts between the City and CMAR will be kept on a generally recognized accounting basis and shall be available for up to five years following final completion of the Project. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audit of the CMAR's records, the audit discloses the CMAR has provided false, misleading, or inaccurate cost and pricing data.

B. The CMAR will include a provision similar to that found in Article 6 "Records/Audits" in all of its agreements, except lump sum contracts, with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier contracts, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

INDEMNIFICATION

To the fullest extent permitted by law, the CMAR agrees to defend, indemnify and hold harmless the City of Apopka, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "Indemnitees", for, from and against all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature arising out of the work or Deliverable done in fulfilling the terms of this Contract, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of the CMAR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CMAR will be responsible for primary loss investigation, defense and judgment costs where this Contract of indemnity applies.

NOTICES

Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

<p>To City:</p> <p>Public Services Director</p>	<p>Name</p> <p>R. Jay Davoll, P.E City of Apopka 748 E Cleveland St Apopka, FL 32703</p>
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With Copy to: City Project Manager	Kevin Burgess City of Apopka 748 E Cleveland St Apopka, FL 32703
To CMAR:	
Copy to: Design Professional	Mr. Jon Fox Tetra Tech 201 E Pine St Orlando, FL 32801

Or to other such place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

COMPLIANCE WITH FEDERAL LAWS

The CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CMAR agrees to comply with these and all laws in performing this Contract and to permit the City to verify such compliance.

CONFLICT OF INTEREST

A. To evaluate and avoid potential conflicts of interest, the CMAR will provide written notice to the City, as set forth in this section, of any work or services performed by the CMAR for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice will be given seven business days prior to commencement of the Project by the CMAR for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to:

Kevin Burgess
Asst. Public Services Director
City of Apopka
748 E. Cleveland St
Apopka, FL 32703

B. Actions considered to be adverse to the City under this Contract include but are not limited to:

1. Using data as defined in the Contract, acquired in connection with this Contract to assist a

third party in pursuing administrative or judicial action against the City;

2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and

3. Using data to produce income for the CMAR or its employees independently of performing the services under this Contract, without the prior written consent of the City.

C. The CMAR represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CMAR under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

D. The CMAR's failure to provide a written notice and disclosure of the information as set forth in this section will constitute a material breach of this Contract.

CONTRACTOR'S LICENSE

The CMAR must provide to the Contracts Manager CMAR's Contractor's License Classification and number and its Federal Tax I.D. number.

SUCCESSORS AND ASSIGNS

The City and the CMAR will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. The CMAR may not assign, sublet, or transfer its interest in this Contract without the written consent of the City. In no event will any contractual relation be created or be construed to be created as between any third party and the City.

FORCE MAJEURE

If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay or as reasonably agreed to by both parties.

COVENANT AGAINST CONTINGENT FEES

The CMAR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Apopka has any interest, financially, or otherwise, in the firm. The City of Apopka will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

NON-WAIVER PROVISION

The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

JURISDICTION

This Contract will be deemed to be made under, and will be construed in accordance with and governed by the laws of the State of Florida, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in the Superior Court, Orange County, Florida, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

SURVIVAL

All warranties, representations and indemnifications by the CMAR will survive the completion or termination of this Contract.

MODIFICATION

No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract, except as expressly provided herein to the contrary.

SEVERABILITY

If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

INTEGRATION

This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

TIME IS OF THE ESSENCE

Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

THIRD PARTY BENEFICIARY

This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the City and the CMAR. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and the CMAR and not for the benefit of any other party.

COOPERATION AND FURTHER DOCUMENTATION

The CMAR agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

CONFLICT IN LANGUAGE

All work or Deliverables performed will conform to all applicable City codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

CITY’S RIGHT OF CANCELLATION

All parties hereto acknowledge that this Contract is subject to cancellation by the City pursuant to the provisions of Florida Statutes.

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**ARTICLE 7
INSURANCE REQUIREMENTS**

The CMAR and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CMAR, its agents, representatives, employees, or subconsultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CMAR from liabilities that might arise out of the performance of the work under this Contract by the CMAR, his agents, representative, employees, or subconsultants. CMAR is free to purchase such additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE

A. CMAR will provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability-Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: “The

City of Apopka shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CMAR”.

- b. Policy shall contain waiver of subrogation against the City of Apopka.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: “The City of Apopka shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CMAR”, including automobiles owned, leased or hired or borrowed by the CMAR”.
- b. Policy shall contain waiver of subrogation against the City of Apopka.

3. Workers Compensation and Employers Liability

Workers Compensation	Statutory
Employers Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

- a. Policy shall contain waiver of subrogation against the City of Apopka.

4. Excess or Umbrella Liability Insurance

- a. Excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

ADDITIONAL INSURANCE REQUIREMENTS

- A. The policies shall include, or be endorsed to include the following provisions
- B. On insurance policies where the City of Apopka is named as additional insured, the City of Apopka shall be an additional insured to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Contract.
- C. CMAR’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

D. Coverage provided by the CMAR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

SUBCONTRACTORS INSURANCE

CMAR’s certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the CMAR, however, subcontractors insurance limits of liability shall not be less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

POLLUTION LIABILITY INSURANCE

Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or “tail” coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

1. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
2. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
3. Cost of Cleanup/Remediation.

Limits	
Per Claim or Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent by certified mail, return receipt requested and sent directly to the City’s named Project Manager at:

Kevin Burgess
Asst. Public Services Director
748 E. Cleveland St
Apopka, FL
32703

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Florida, and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CMAR from potential insurer insolvency.

VERIFICATION OF COVERAGE

A. The CMAR will furnish the City, Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

B. All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

C. All certificates required by this Contract will be sent directly to the City Engineer for this Project. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City of Apopka by its City Administrator and City Clerk have hereunto subscribed their names this __day of _____, 2016.

CITY OF APOPKA

Glenn A. Irby
City Administrator

ATTEST:

Linda F. Goff
City Clerk

APPROVED AS TO FORM:

Cliff Shephard
City Attorney

------(CONTRACTOR)-----

By: _____

Its:

(Title)

EXHIBIT A
CONSTRUCTION MANAGER AT RISK AGREEMENT
ALL REQUIREMENTS FOR THE GMP SUBMITTAL

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values - summary spreadsheet and backup documents
4. List of Plans and Specifications used for GMP Proposal
5. List of clarification and assumptions
6. Project Schedule

1. Scope of work will consist of a brief description of the work to be performed by CMAR and major points that the CMAR and the City must be aware of pertaining to the scope.
2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below: The general conditions fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #: _____ **DATE:** _____

PROJECT NAME: _____

GMP SUMMARY				AMOUNT	
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)			\$	
B.	CMAR's Contingency			\$	
INDIRECT COSTS				RATE	
C.	Construction Fee			%	\$
D.	General Conditions			%	
	D1	Payment and Performance Bond	\$	%	
	D2	Insurance	\$	%	
E.	Sales Taxes			%	\$
				F. TOTAL GMP	\$
				G. Owner's Contingency	\$

Formulas:

$$\text{Total GMP: } A+B+C+D+E = F$$

Rates (Percentages) are calculated by dividing each amount by F, such as B/F, D/F, and D1/F

3. Schedule of Values - spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CMAR's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.
4. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CMAR, Design Professional, and Project Manager using the format below.

Plans Used For Preparation of GMP No.	
CMAR	Date
Design Professional	Date
Project Manager	Date

5. A list of the clarifications and assumptions made by the CMAR in the preparation of the GMP proposal, to supplement the information contained in the documents.
6. A Critical Path Method (CPM) diagram construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal will consist of the following:

1. 8 Copies of the GMP (perforated as requested by the City) Velo or 3-hole punched.
2. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Professional, CMAR and Project Manager).

SCOPE OF SERVICES

Apopka WRF Expansion (Project)

Preconstruction Services

**Prepared for:
City of Apopka, Florida (City)**

**Prepared by:
Garney Construction Company (Garney)**

April 26, 2016

General

The City of Apopka (City) has selected to upgrade and expansion of the City of Apopka's WRF using the Construction Manager @ Risk (CMAR) delivery method for performing the work. Garney will work in partnership with the City and Tetra Tech (the design engineer) to complete a design of a WRF Expansion project that meets the City's long term wastewater needs.

Garney's Scope of Services

This scope of services includes attendance and participation in progress meetings, design reviews, value engineering and constructability input, scheduling, bidding and Guaranteed Maximum Price (GMP) preparation. These services are separated into various task necessary to complete the overall scope of services.

Task #1 – Initial (PDR) Design Task

- a. Project Review Meeting: Participate in a team meeting at the plant site to review the status of the consent decree, design, funding and City's desired outcome of the project. One week prior to the meeting, City provide latest set of design documents for review.
- b. Construction Management Plan (CMP): Garney will review existing facility drawings, as well as, visit the site to evaluate the condition of the existing facility and how best to incorporate the proposed upgrade / expansion. Evaluate the existing electrical service to determine needs and capabilities. Garney will assist with working with permitting and funding agencies to ensure their requirements are being met and are incorporated into the overall project plan.
- c. Buried Debris Investigation: We will perform potholing in the areas of the buried debris to understand the extent and makeup of the issue. We will prepare a detailed report,

with locations, soil content make up and anticipated quantities of removal. We will investigate and determine the most economical disposal application.

- d. Survey: Garney will perform the following survey activities at the existing plant, proposed area of new facility and offsite site area for new stormwater pond. This survey will include:
1. Locate the new Ground Storage Tank (GST) and perform a visual check of the site to compare the existing survey map with the current conditions. Update survey with any new additions.
 2. Locate and document underground utilities as uncovered by Garney test pitting.
 3. Provide two (2) Horizontal and Vertical Control Benchmarks
 4. Perform a test profile of existing Topography of East Plant to confirm survey is still valid.
 5. Perform a test profile of existing Topography of future pond on north side of Cleveland Street.
 6. Establish Vertical and Horizontal control for the site and confirm 1929 or 1988 Datum was used for existing survey
- e. Project Schedule: Garney will prepare a detailed schedule to reflect all the activities necessary to complete the design of the project. The schedule will include permitting, all major material purchases, submittal activities, and address the consent decree dates.
- f. Design Review: Garney will perform a detailed review of the design, along with doing a constructability and bidability review. A report with our observations, issues and recommendations will be provided. We will participate in meetings to review the design and discuss issues, changes and actions items to be include in the design. We will prepare meeting minutes that will be distributed to all attendees documenting all comments and design changes. Garney will perform a value engineering to look for potential savings be incorporating various value engineering and constructability ideas. A report will prepared listing ideas and potential saving and a meeting held with the City to select items to incorporate.
- g. Cost Estimate: Garney will prepare a budget estimate based on the design documents provided. Past estimates will be used and updated to reflect present market conditions for labor, material, etc. A summary by process will be provided, to understand the project overall cost structure.

Task #2 – 60% Design Task

- a. Buried Asset Locating: We will perform locating / potholing for all major process lines and electrical to determine exact location, elevation and confirm material type and pipe diameter. We will prepare a detailed report which will inventory each item and include all information obtained.
- b. Project Schedule: Garney will update the schedule to reflect the 60% design documents, along with incorporating all progress made to date. Milestones will be established for the project and incorporated within the schedule to ensure the project stays on track. The schedule will focus on the critical path, any long lead time equipment / materials and activities that could be early to fast track the schedule.
- c. Design Review: Garney will perform a detailed review of the design, along with doing a constructability and bidability review. A report with our observations, issues and recommendations will be provided. We will participate in meetings to review the design and discuss issues, changes and actions items to be include in the design. We will prepare meeting minutes that will be distributed to all attendees documenting all comments and design changes. Garney will perform a value engineering to look for potential savings be incorporating various value engineering and constructability ideas. A report will prepared listing ideas and potential saving and a meeting held with the City to select items to incorporate.
- d. Cost Estimates: Garney will prepare a detailed cost estimates based on the 60% design. Detailed backup will be provided and presented in an “open book” format for the City to review. An anticipated cash flow projection will be provided for budgeting the finance needs for the project.
- e. GMP: Garney will develop an early GMP that will include the early solicitation and purchase of key equipment, materials and activities, which will allow assist with meeting the project and consent decree dates.
 1. Garney will select the long lead items that could impact the schedule. For those items identified, Garney will develop a detailed scope of supply, solicit vendors for pricing, review proposals and provide a detailed analysis for selection. We will negotiate the terms / conditions, final price and delivery deadlines, along with preparing a detailed purchase order.
 2. Garney will prepare a detailed bid packages for early completion activities, solicit and pre-qualify companies to submit proposals, hold prebid meetings and site visit, receive and analyze proposals.
 3. Prepare GMP #1 that includes the cost of the long lead time equipment / materials, early bid package items, CMAR contingency, general conditions, bonds, insurance and CMAR fee for City’s review and approval.

Task #3 – 90% Design Task

- a. Construction Management Plan (CMP): Garney will assist with working with permitting and funding agencies to ensure their requirements are being met and are incorporated into the overall project plan.
- b. Project Schedule: Garney will update the schedule to reflect the 90% design documents, along with incorporating all progress made to date. The status and progress of the long lead item procurement items and GMP #1 packages will be incorporated and updated in the schedule.
- c. Design Review: Garney will perform a detailed review of the design, along with doing a constructability and bidability review. A report with our observations, issues and recommendations will be provided. We will participate in meetings to review the design and discuss issues, changes and actions items to be include in the design. We will prepare meeting minutes that will be distributed to all attendees documenting all comments and design changes.
- d. Cost Estimates: Garney will provide updated detailed cost estimates based on the 90% design. Detailed backup will be provided and presented in an “open book” format for the City to review. An updated cash flow projection will be provided for budgeting the finance needs for the project.

Task #4 – GMP Development

- a. Bid Package Development: based on the 90% design, Garney will prepare bid packages for the various components of the project. This will include major process equipment items, along with the breaking the project into work types (IE: electrical, painting, etc.) to receive quotations.
- b. Project Bidding: Garney will solicit, prequalify and issue bid packages to prospective bidders. Garney will hold a prebid meeting and site tour in explain the project details, expectations and familiarize each bidder with the existing site conditions.
- c. Guaranteed Maximum Price (GMP): Garney will review and evaluate each bid received for completeness and adherence to the project requirements. Garney will prepare a GMP based these bids received, along with the CMAR contingency, bonds, insurance, general conditions and CMAR fee for review and approval by the City.
- d. Scheduling: Garney will finalize a detailed schedule based on the input from proposed bidders. The schedule will be resource loaded to reflect the GMP. A final cash flow projection will be provided to match the GMP.

Services Not Included

The following services are not included in this Scope of Services:

- Permitting of the expansion. We will provide assistance during design for the City & Tetra Tech for use in obtaining the permits.
- Payment of any permit fees.

Deliverables (Garney)

Garney will provide City the following deliverables:

- Design review report
- Value Engineering report with anticipated savings
- Buried Debris Investigation Report
- Buried Asset Report
- Updated Survey Information
- Detailed cost estimates
- Detailed resource loaded schedule
- Schedule of values
- Project cash flow projection
- Subcontractor & supplier bid packages
- Guaranteed Maximum Price (GMP) for construction of the WRF Expansion

Period of Service

This scope of services are based on the being completed over a 9 month period from May 2016 through January 2017, commencing upon the execution of the contract.

Schedule of Cost

The total cost for this scope of services is \$422,000.00, the detailed cost breakdown by task is provided below. All cost will be billed on a monthly basis, based on percent complete for each activity.

Apopka WRF Expansion – Preconstruction Scope of Services (Cont'd)

Task #1 – Initial (PDR) Design Task	\$ 121,500
Task #2 – 60% Design Task	\$ 200,000
Task #3 – 90% Design Task	\$ 30,500
Task #4 – GMP Development	\$ 70,000

Backup material for agenda item:

11. Award a contract to Florida Community Bank (FCB) for banking services.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: May 18, 2016
 FROM: Finance Dept
 EXHIBITS:

SUBJECT: BANKING SERVICES (RFP 2016-03)

REQUEST: APPROVE THE RANKING OF THE RESPONSES TO THE BANKING SERVICES RFP AND DIRECT STAFF TO ENTER INTO A THREE YEAR CONTRACT WITH FLORIDA COMMUNITY BANK (FCB) TO PROVIDE BANKING SERVICES FOR THE CITY. CONTRACT MAY BE RENEWED FOR ADDITIONAL TWO YEARS IF MUTUALLY AGREED UPON.

SUMMARY:

On February 5, 2016, the Finance Department issued a Request for Proposal (RFP) for Banking Services. The RFP (#2016-03) was advertised in the Apopka Chief, posted on the City website, and on DemandStar. Four (4) proposals were received and opened publicly on March 7, 2016. A brief summary of the proposals is as follows:

<i>Bank Name</i>	<i>Banking Fees *</i>	<i>Compensating Balance Required</i>	<i>Earning Rates CompBal / Investment</i>
IBERIA	\$ 2,542.31	\$ 5,670,000	50 BPS / 65 BPS
Wells Fargo	2,966.09	8,754,734	40 BPS / 65 BPS
FCB	1,310.49	6,000,000	50 BPS / 50 BPS
J.P. Morgan Chase	2,145.65	10,744,226	30 BPS / 0 BPS

** Based on services currently utilized by the City*

Two banks, IBERIA and FCB, were very comparable, so at the request of the Finance Department each was asked to conduct a presentation to promote their banking services and their approach to service the City. The City Administrator, Finance Director and Accounting Manager participated in the presentations.

During the presentations, it was apparent that both banks were excellent banking institutions and could provide exceptional services for the City. FCB’s proposal included additional services and incentives. FCB has agreed to include a \$15,000 annual OFOF sponsorship for the next three years and provide a Brinks SmartSafe or courier service at no extra cost. Staff believes these services and incentives make FCB the better choice for the City.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Approve the ranking of the banks submitting responses to the Banking Services RFP (#2016-03) and direct staff to enter into a three year contract, renewable for two additional years if mutually agreed upon, with Florida Community Bank (FCB) to provide banking services for the City.

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

**Banking Services
RFP #2016-03
RANKING CRITERIA**

ORIGINAL RANKING

-completed by Finance Director

	MaxPoints	IBERIA	Wells Fargo	FCB	JPMorgan Chase
Completeness of Response using Provided Forms	5	5	5	5	5
Prior Experience	5	5	5	5	5
User Friendliness of Online System/Remote Capabilities	15	15	15	15	15
Ability to Meet Current & Projected Services	15	15	15	15	15
Aggregate Costs for Banking Services	25	15	10	25	20
Compensated Balance Required	15	15	5	10	0
Earnings Potential/Rate on Investments	20	20	15	15	0
TOTAL	100	90	70	90	60

RANKING AFTER PRESENTATION

-combined totals of individual/independent rankings

	MaxPoints	IBERIA	FCB
Completeness of Response using Provided Forms	15	12	15
Prior Experience	15	13	15
User Friendliness of Online System/Remote Capabilities	45	37	45
Ability to Meet Current & Projected Services	45	35	45
Aggregate Costs for Banking Services	75	55	75
Compensated Balance Required	45	45	30
Earnings Potential/Rate on Investments	60	60	48
TOTAL	300	257	273

Backup material for agenda item:

1. Ordinance 2498 – First Reading – Change of Zoning - Quasi-Judicial

David Moon



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: May 18, 2016
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Use Map
 Existing Uses Map
 Ordinance No.2498

SUBJECT: ORDINANCE NO. 2498 – CHANGE OF ZONING – JTD LAND AT ROGERS ROAD, LLC

REQUEST: FIRST READING OF ORDINANCE NO. 2498 – CHANGE OF ZONING – JTD LAND AT ROGERS ROAD, LLC, FROM “COUNTY” A-1 (ZIP) TO “CITY” R-1 (RESIDENTIAL); (PARCEL I.D. NOS. 29-20-28-0000-00-004 & 29-20-28-0000-00-026; AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: JTD Land at Rogers Road LLC
LOCATION: North of Lester Road, east of Rogers Road
EXISTING USE: Vacant
PROPOSED FLUM DESIGNATION: Residential Low Suburban (0-3.5 du/ac) (NOTE: This change of zoning application is being processed in conjunction with a large scale FLUM amendment requesting Residential Low Suburban (0-3.5 du/ac).
CURRENT ZONING: “County” A-1 (ZIP)
PROPOSED DEVELOPMENT: Single-family residential development
TRACT SIZE: 30.5 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: 122
 PROPOSED: 106

FUNDING SOURCE:

N/A

DISTRIBUTION

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

ADDITIONAL COMMENTS: Presently, the subject property has not yet been assigned a “City” zoning category. Applicant is requesting the City to assign a zoning classification of R-1 (Residential) to the property.

The subject parcels were annexed into the City of Apopka on December 2, 2015, through Ordinances 2459. The proposed change of zoning is being requested by the owner/applicant. A final hearing for the large-scale future land use amendment (Ordinance 2485) for the subject property will appear before City Council at its June 1, 2016 meeting prior to the final hearing for this rezoning case (Ordinance 2498).

A request to assign a change of zoning to R-1 (Residential) is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The property owner is requesting the R-1 (Residential) zoning classification to accommodate the use of the property for a single-family residential development. This change of zoning application is being processed in conjunction with a large scale future land use amendment for Residential Low Suburban (0-3.5 du/ac), which will have a final hearing before City Council on June 1, 2016 and before the second hearing for this rezoning application scheduled for same Council hearing date. The proposed use is consistent with the existing future land use, proposed zoning district and compatible with the general character of surrounding zoning and uses. The change of zoning application covers approximately 30.5 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 existing and proposed use of the property is consistent with the Residential Low Suburban (0-2 du/ac) Future Land Use designation and the City’s proposed R-1 (Residential) Zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

SCHOOL CAPACITY REPORT: A Capacity Enhancement Agreement or a letter must be obtained from Orange County Public Schools prior to scheduling a City Council hearing for a Preliminary Development Plan for the residential subdivision associated with this property.

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 November 9, 2015.

PUBLIC HEARING SCHEDULE:
May 10, 2016 - Planning Commission (5:30 pm)
May 18, 2016 - City Council (7:00 pm) - 1st Reading
June 1, 2016 – City Council (1:30 pm) - 2nd Reading

DULY ADVERTISED:
April 22, 2016 – Public Notice and Notification
May 20, 2016 – Ordinance Heading ¼ Page w/Map Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and recommends approval of the change in zoning from “County” A-1 (ZIP) to “City” R-1 (Residential) for the property owned by JTD Land at Rogers Road LLC.

The **Planning Commission**, at its meeting on May 10, 2016, found the change of zoning to “City” R-1 (Residential) consistent with the Comprehensive Plan and Land Development Code; and recommended adoption (7-0); subject to adoption of the Proposed Future Land Use Designation.

Accept the First Reading of Ordinance No. 2498 and Hold it Over for Second Reading and Adoption on June 1, 2016.

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:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Low Suburban (0-3.5 du/ac)	R-1AAA	Vacant
East (City)	Residential Low Suburban (0-3.5 du/ac)	PUD & R-IAAA	Vacant
South (City)	Residential Low Suburban (0-3.5 du/ac)	R-1	Single-family homes (Lester Ridge)
West (City and County)	Residential Low Suburban (0-3.5 du/ac) & “County” Rural (0-1 du/10 ac)	“City” R-1AA & “County” A-1	Single-family homes and vacant

**LAND USE & TRAFFIC
 COMPATIBILITY:**

The subject property fronts and is accessed by a local roadway (Rogers Road).

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed R-1 (Residential) zoning is consistent with the City’s Residential Low Suburban (0-3.5 du/ac) Future Land Use designation and with the character of the surrounding area and future proposed development. The R-1 (Residential) zoning classification is one of the acceptable zoning categories allowed within the Industrial Future Land Use Designation. Development Plans shall not exceed the density allowed in the adopted Future Land Use Designation.

**R-1 DISTRICT
 REQUIREMENTS:**

- Minimum Living Area: 1,500 sq. ft.
- Minimum Site Area: 8,000 sq. ft.
- Minimum Lot Width 75 ft.
- Setbacks:
 - Front: 25 ft.
 - Rear: 20 ft.
 - Side: 10 ft.
 - Corner 25 ft.

Based on the above zoning standards, the subject parcels comply with code requirements for the R-1 (Residential) district.

**BUFFERYARD
 REQUIREMENTS:**

1. Developments shall provide a minimum six-foot high brick, stone or decorative block finished wall adjacent to all external roadways, erected inside a minimum ten-foot landscaped bufferyard. Landscape materials shall be placed adjacent to the right-of-way, on the exterior of the buffer wall. The city may allow the developer the option to provide up to 50 percent of the buffer wall length in a six-foot wrought iron fence between solid columns. The columns shall be a minimum of 32 feet off-set and shall have a stone, brick or decorative block finish. Where wrought iron is used, additional landscape materials and irrigation may be used. This will be determined by the city on a case-by-case basis.

2. Areas adjacent to agricultural districts or activities shall provide a minimum five-foot bufferyard and a minimum six-foot high brick, stone or decorative block finished wall unless acceptable alternatives are submitted for approval.

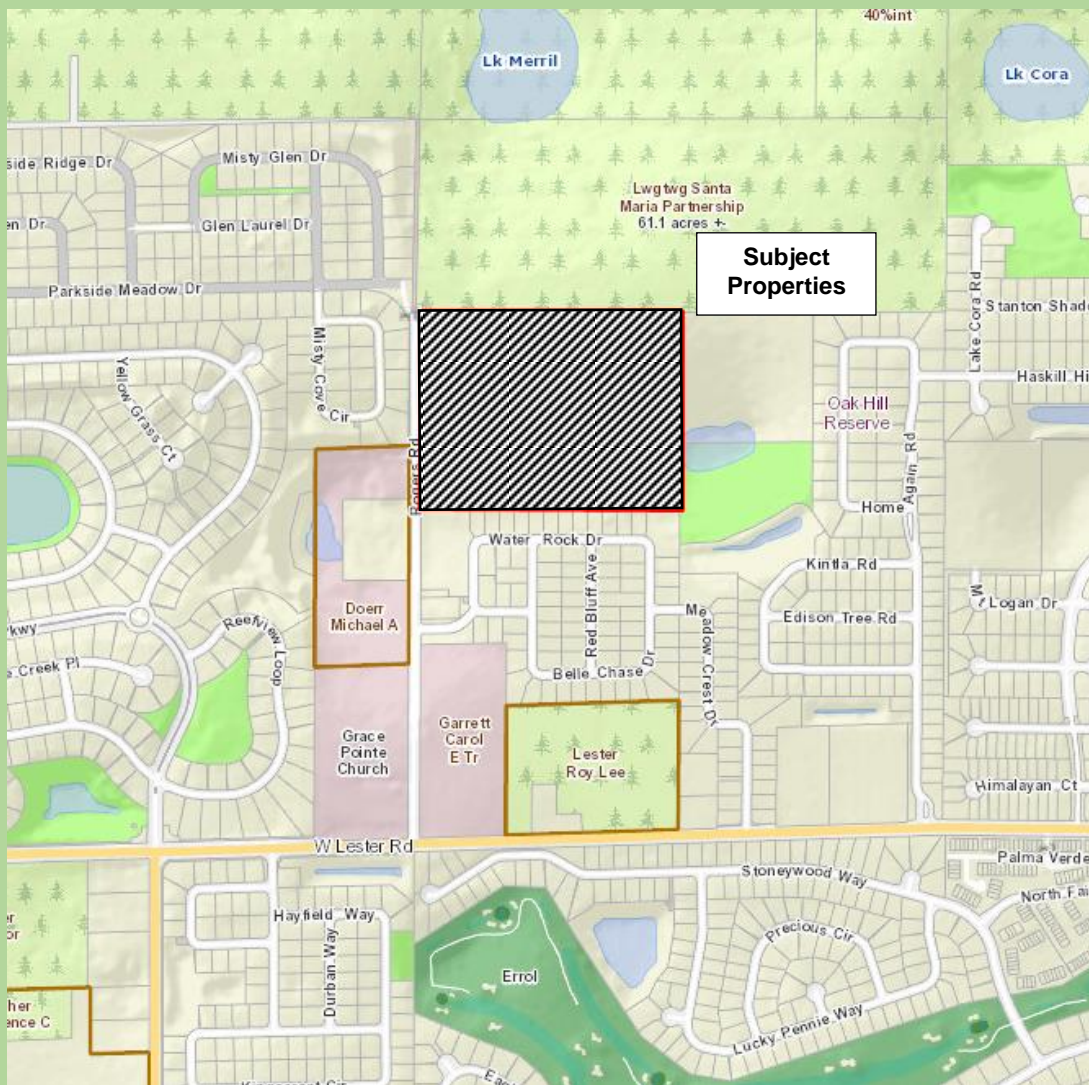
ALLOWABLE USES: Single-family dwellings and their customary accessory structures and uses in accordance with article VII of this code. Supporting infrastructure and public facilities of less than five acres as defined in this code and in accordance with section 2.02.01.

JTD Land at Rogers Rd, LLC
Property Owner
30.5 +/- Acres



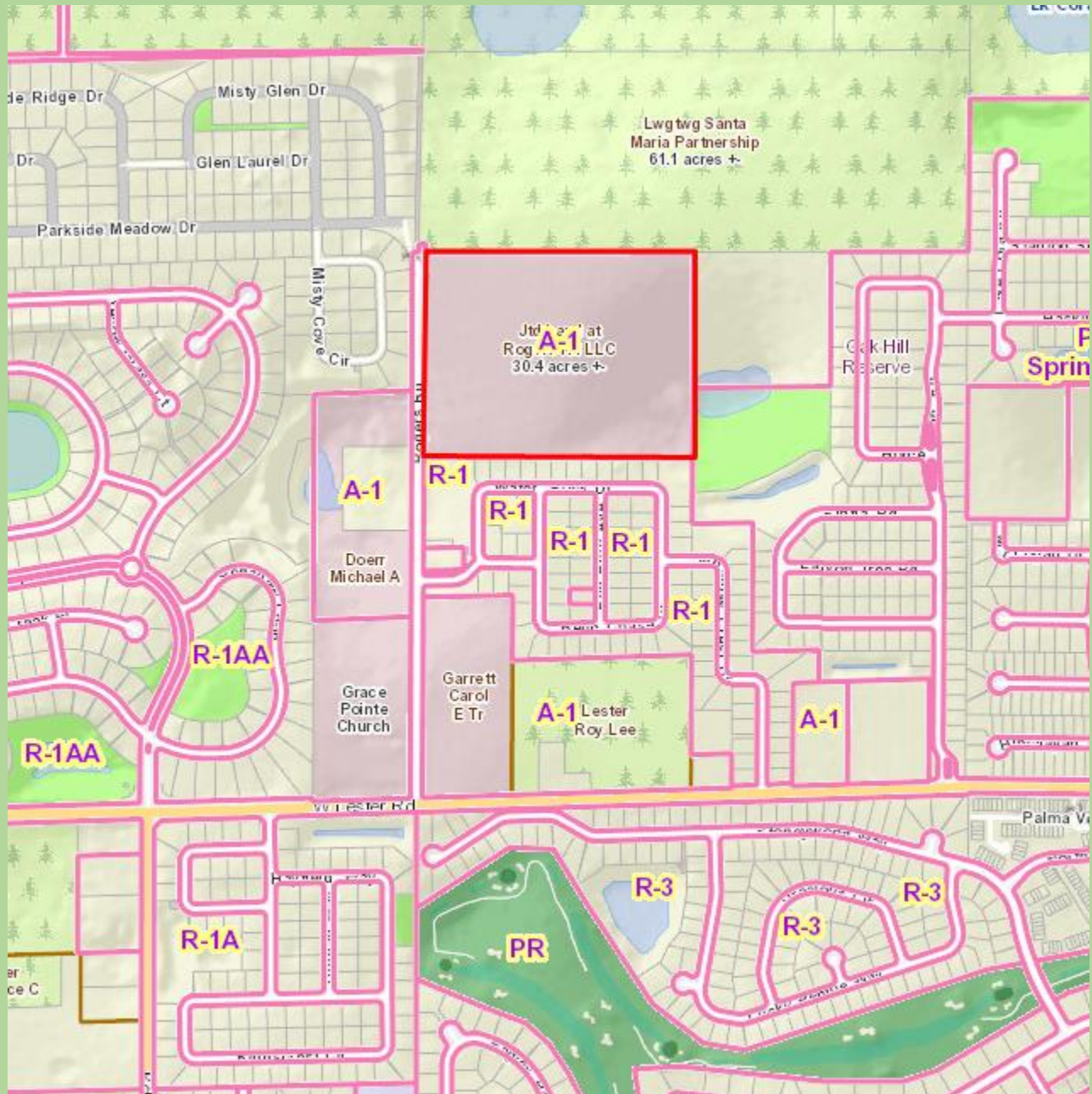
Proposed Change of Zoning:
From: "County" A-1 (ZIP)
To: "City R-1"
Parcel ID #: 29-20-28-0000-00-004 & 29-20-28-0000-00-026

VICINITY MAP



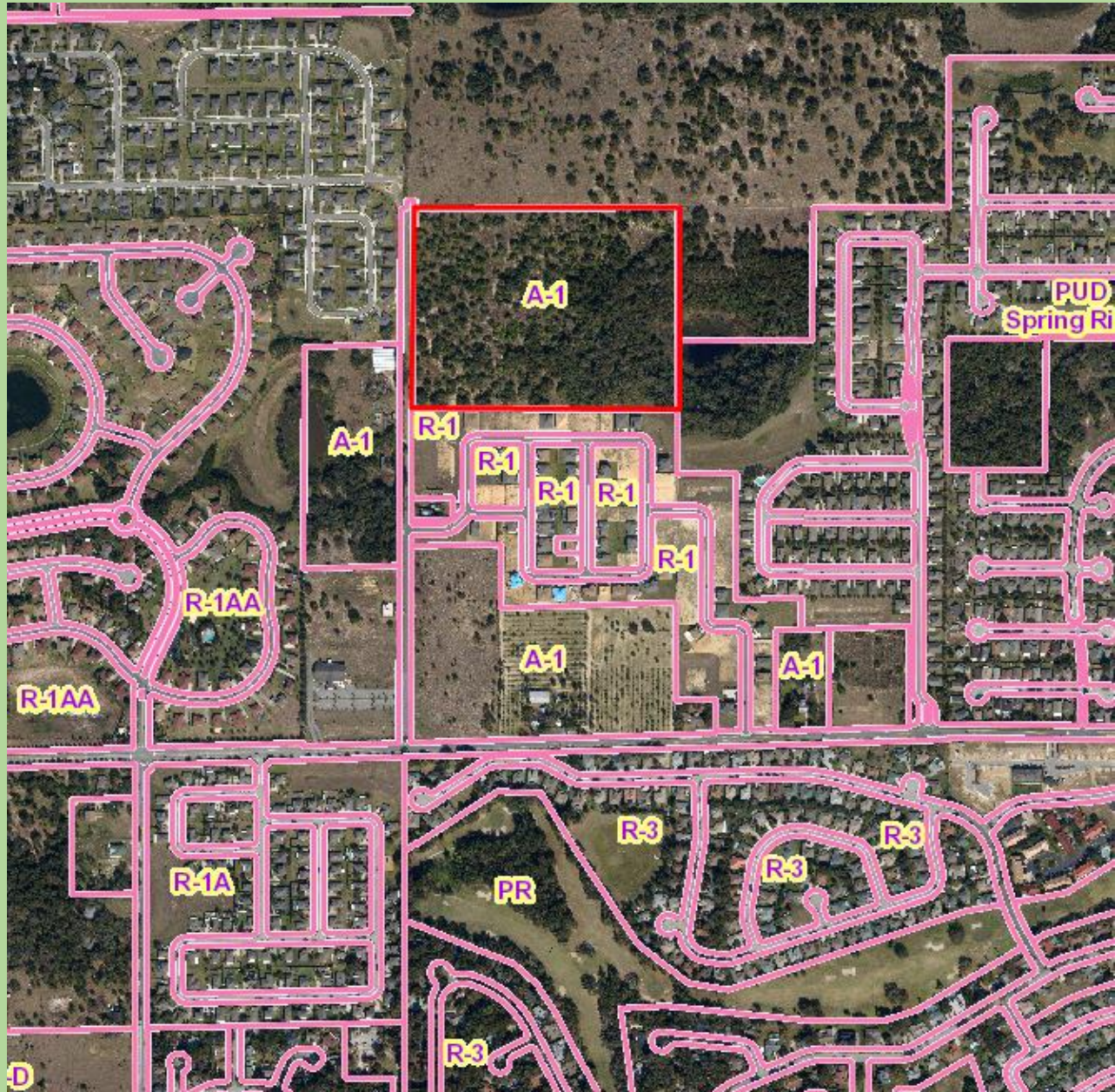


ADJACENT ZONING



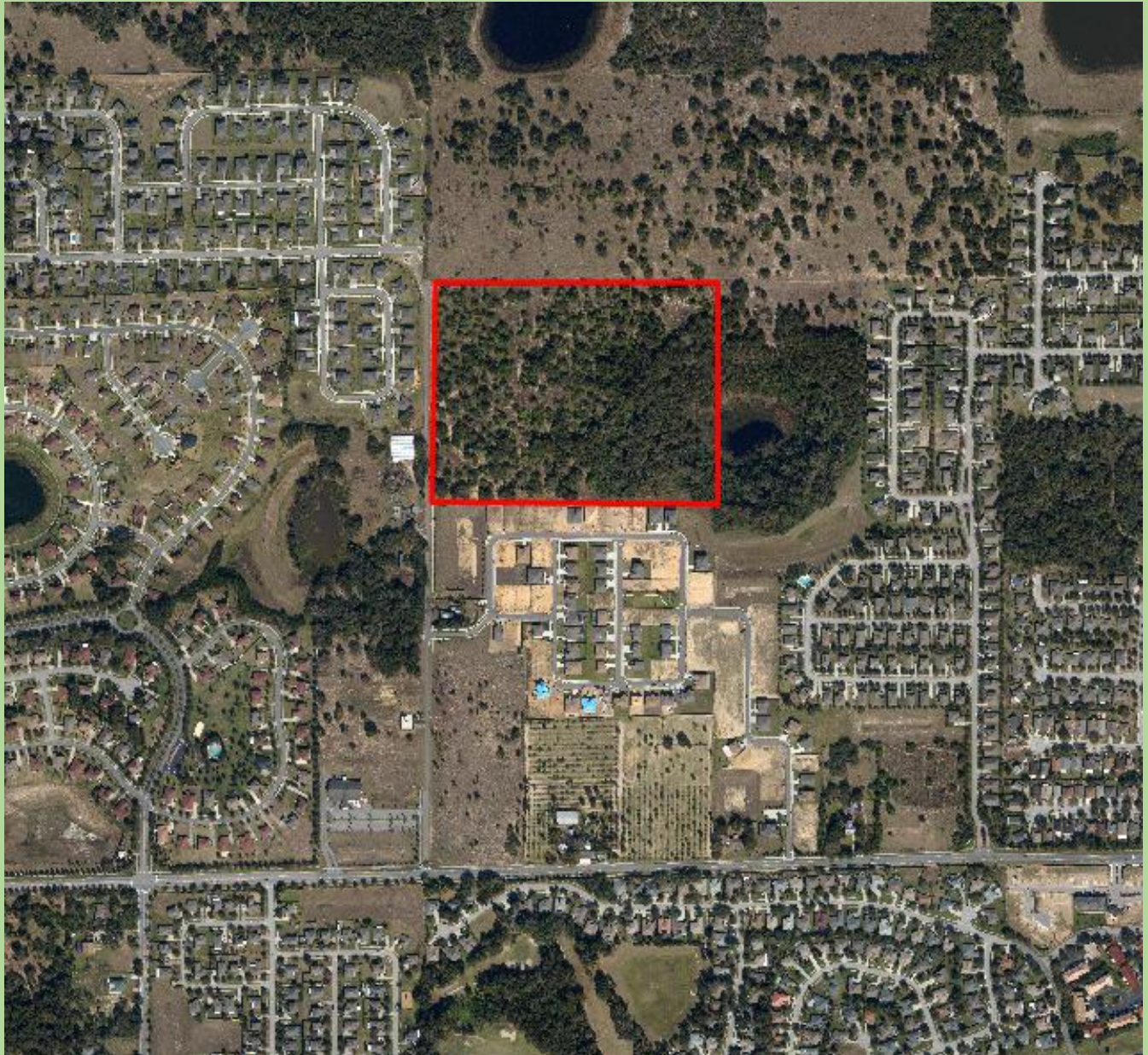


ADJACENT USES





EXISTING USES



ORDINANCE NO. 2498

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM "COUNTY" A-1 (ZIP) TO "CITY" R-1 (RESIDENTIAL) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF LESTER ROAD, EAST OF ROGERS ROAD, COMPRISING 30.5 ACRES MORE OR LESS, AND OWNED BY JTD LAND AT ROGERS ROAD, 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 R-1 (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, being situated in the City of Apopka, Florida, is hereby R-1 (Residential), as defined in the Apopka Land Development Code.

Legal Description:

A Portion of The Southwest ¼ of Section 29, Township 20 South, Range 28 East, Orange County, Florida, described as follows: Commence at the Northwest Corner of the Southwest ¼ of Section 29, Township 20 South, Range 28 East, Orange County, Florida; thence N89°54'35"E, along the North Line of the Northwest ¼ of the Southwest ¼ of said Section 29, a distance of 30.00 Feet to a point on the East Right-Of-Way Line of Rogers Road as described in Official Records Book 1803, Page 779, of the Public Records of Orange County, Florida and the Point of Beginning; thence continue along said North Line, N89°54'35"E, a distance of 1321.79 Feet to the Northeast Corner of the Northwest ¼ of the Southwest ¼ of said Section 29; thence S00°L8'12"W, along the East Line of the Northwest ¼ of the Southwest 1/4 of said Section 29, a distance Of 1012.64 Feet to a point on the South Line of those certain lands described in Official Records Book 3073, Page 249, of aforesaid Public Records; said point also lying on the North Line of Lester Ridge, according to the plat thereof, as recorded in Plat Book 79, Pages 111-114, said Public Records; thence N89°43'26"W, along said South Line, a distance of 675.27 Feet to the midpoint between the East Line and the West Line of the North ¾ of the Northwest ¼ of the Southwest ¼ of said Section 29; thence continue N89°43'26"W, along said South Line, a distance of 645.27 Feet to a point on the East Right-Of-Way Line of aforesaid Rogers Road; thence N00°L3'59"E, along said East Line, a distance of 1004.18 Feet to the Point Of Beginning.

Parcel I.D. Nos.: 29-20-28-0000-00-004 & 29-20-28-0000-00-026

30.5 +/- Acres

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

ORDINANCE NO. 2498

PAGE 2

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 Large Scale Future Land Use Ordinance No. 2485.

READ FIRST TIME: May 18, 2016

READ SECOND TIME
AND ADOPTED: June 1, 2016

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: April 22, 2016
May 20, 2016

Backup material for agenda item:

1. Preliminary Development Plan/Development Agreement – Copart, Inc.

David Moon



CITY OF APOPKA CITY COUNCIL

PUBLIC HEARING
 ANNEXATION
 PLAT APPROVAL
 OTHER: Preliminary Development Plan

MEETING OF: May 18, 2016
FROM: Community Development
EXHIBITS: Vicinity/Aerial Maps
Development Agreement
D.A. Exhibits
PDP Site Plan
Landscape Plans
Building Elevations

PROJECT: DEVELOPMENT AGREEMENT AND PRELIMINARY DEVELOPMENT PLAN (MAJOR SITE PLAN) - COPART

Request: APPROVAL OF THE DEVELOPER'S AGREEMENT AND PRELIMINARY DEVELOPMENT PLAN FOR COPART; AND ISSUANCE OF THE PRELIMINARY DEVELOPMENT ORDER.

SUMMARY:

OWNER/APPLICANT: Copart of Connecticut, Inc.
ENGINEER: Burkett Engineering c/o Rene J. Schneider, P.E.
ARCHITECT: Fugleberg Koch, PLLC c/o Norman W. Nesmith, AIA
LOCATION: 3351 West Orange Blossom Trail
PARCEL ID #: 01-21-27-0000-00-032
LAND USE: Industrial
ZONING: I-1
EXISTING USE: Underutilized Industrial Facility
PROPOSED USE: Office, warehouse and outdoor damaged vehicle storage site
TRACT SIZE: 57.89 +/- acres
BUILDING SIZE: 24,000 sq. ft. - Industrial Warehouse (16,500 S.F.) w/ Office Space (7,500 S.F.)

DISTRIBUTION

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

Finance Director
 HR Director
 IT Director
 Police Chief

Public Ser. Director
 City Clerk
 Fire Chief

G:\CommDev\PLANNINGZONING\SITEPLANS\2016\Copart\Copart PDP - CC – 5-18-16

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Mixed Use	ZIP	Used Car Sales / Tire Sales
North (County)	Rural	A-1	Single Family Residential
East (City)	Industrial	I-1	Industrial Warehouse
South (City)	Institutional	PO/I	Cemetery
South (City)	Industrial	I-1	Vacant Property
West (City)	Industrial	I-1	Foliage Nursery
West (County)	Rural	R-3	Single Family Residential

ADDITIONAL COMMENTS: The Copart - Preliminary Development Plan (Major Site Plan) proposes to renovate and remodel an existing 24,000 square foot metal building for warehouse and office use. Copart, Inc. provides vehicle suppliers (primarily insurance companies) with a full range of services to process and sell intact damaged vehicles, principally to licensed dismantlers, rebuilders and used vehicle dealers.

At the December 2, 2015 city Council Meeting, the issue regarding the specific use of this site in relation to the I-1 zoning district was discussed. In order to mitigate any adverse effects of this property on adjoining properties, and to provide assurances that the use will not create incompatibilities with future uses, the applicant has agreed to enter into a Developer’s Agreement. This agreement addresses the following:

1. Enhanced buffering including an 8 foot masonry wall with substantial landscaping exceeding code requirements on all sides visible from public right-of-way;
2. Limitations on use of the facility to those uses allowed in the I-1 zoning district and Copart as a specific use as defined in the agreement;
3. Limitations on the type and location of vehicles contained on the site with performance standards to reduce or eliminate their visibility outside of the property;
4. Prohibitions on crushing or dismantling of vehicles; and
5. Limitations on the amount of time vehicles are stores on the site.

It is the intent that these additional standards will address any concerns specific to the use. Additionally the enhanced development standards and limitations are greater than many uses that are more intense and permitted in the district.

PARKING: A total of 68 parking spaces are provided (63 required by code) of which 3 are reserved as a handicapped parking space.

ACCESS: Access to the site is provided by an existing driveway cut along West Orange Blossom Trail.

EXTERIOR ELEVATIONS: Staff has found the proposed building elevations to be in accordance with the City’s Development Design Guidelines.

STORMWATER: Stormwater run-off and drainage will be accommodated by an on-site stormwater drainage system. The stormwater management system is designed according to standards set forth in the Land Development Code.

BUFFER/ TREE PROGRAM:

The applicant has provided a detailed landscape and irrigation plan for the property. The planting materials and irrigation system design are consistent with the water-efficient landscape standards set forth in Ordinance No. 2069. The developer is required to pay tree mitigation fee of \$25,485 into the tree bank fund.

The following is a summary of the tree replacement program for this project:

Total inches on-site:	3634
Total number of specimen trees:	38
Total inches removed:	3315
Total inches retained:	322
Total specimen inches retained:	54
Total inches required:	3261
Total inches replaced:	712

ENVIRONMENTAL: Based on the results of the habitat study, the developer must obtain approval from the Florida Department of Environmental Protection prior to commencing any site construction activity.

WAIVER REQUESTS: None. Any special conditions applicable to the project are addressed within the Development Agreement.

PUBLIC HEARING SCHEDULE:

November 24, 2015 - Planning Commission (5:01 pm)
December 2, 2015 - City Council (1:30 pm) – Tabled
May 18, 2016 – City Council (7:00pm)

RECOMMENDED ACTION:

The **Development Review Committee** recommended approval of the Copart Preliminary Development Plan at the Planning Commission hearing held on November 10, 2015. The applicant, Copart, has revised the Preliminary Development Plan and applied for a Development Agreement. The Development Review Committee recommendations for the May 18 City Council hearing are based on the revised Preliminary Development Plan and the Development Agreement. Changes to the Preliminary Development Plan were considered to be insignificant by the staff, not requiring further review by the Planning Commission.

The **Planning Commission**, at its meeting on November 10, 2015, continued this item to the Planning Commission meeting on November 24, 2015, due to the applicant not providing necessary documentation in a timely manner.

The **Planning Commission**, at its meeting on November 24, 2015, recommended:

1. Recommended denial (6-0) of Waiver Request No. 1 to allow an eight (8) feet high metal wall to screen the site from public view.
2. Recommend approval (6-0) of Waiver Request No. 2 to allow the use of rock in lieu of a hard surface for the vehicle storage area.

3. Recommends approval (6-0) of the Copart – Preliminary Development Plan, subject to the findings of this staff report.

City Council, at its meeting December 2, 2015, voted unanimously to table the Copart – Preliminary Development Plan. Following the December 2 meeting, Copart has revised the Preliminary Development Plan and submitted a proposed Development Agreement.

City Council will take action on three items at the May 18 hearing in the following order:

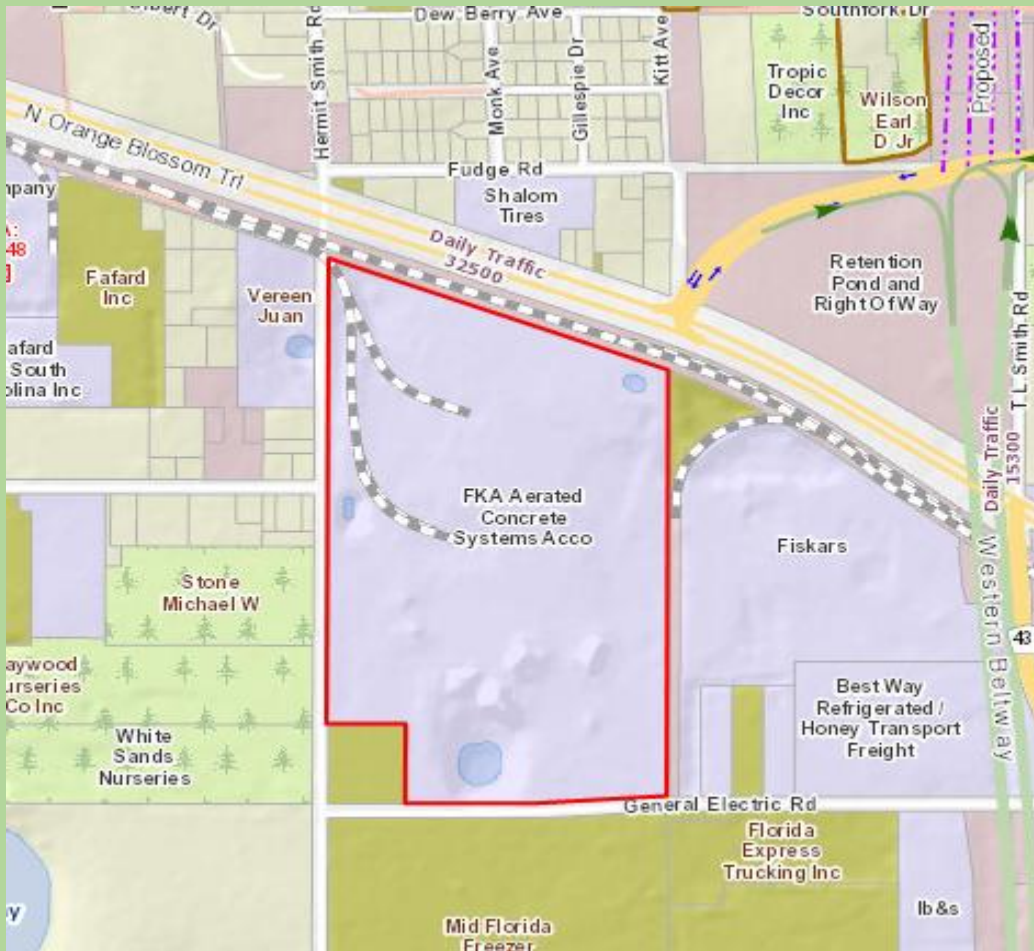
1. Development Agreement (Staff supports the Development Agreement if City Council accepts the Copart use, as described in Exhibit “D” and illustrated on the Preliminary Development Plan, as an I-1 Industrial Permissible Use.)
2. Copart Preliminary Development Plan for the property owned by Copart, Inc. (Staff supports if City Council accepts the Copart use, as described in Exhibit “D” of the Development Agreement, as an I-1 Industrial Permissible Use.)

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.

Application: Preliminary Development Plan
Owner/Applicant: Copart of Connecticut, Inc.
Engineer: Burkett Engineering c/o Rene J. Schneider, P.E.
Architect: Fugleberg Koch, PLLC., c/o Norman W. Nesmith, AIA
Parcel I.D. No: 01-21-27-0000-00-032
Location: 3351 West Orange Blossom Trail
Acres: 57.89 +/-



VICINITY MAP



Application: Preliminary Development Plan
Owner/Applicant: Copart of Connecticut, Inc.
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Location: 3351 West Orange Blossom Trail
Acres: 57.89 +/-

AERIAL MAP



**DEVELOPER'S AGREEMENT
FOR DEVELOPMENT OF COPART, INC. APOPKA PROPERTY**

THIS AGREEMENT, made effective as of the date specified in paragraph 3 below, by and among the CITY OF APOPKA, a municipal corporation existing and organized under the laws of the State of Florida, hereinafter sometimes referred to as "CITY," and COPART OF CONNECTICUT, INC., a Connecticut corporation, hereinafter sometimes referred to as "COPART." WITNESSETH THAT:

WHEREAS, COPART warrants that it holds legal title to certain land situated in the City of Apopka, Orange County, Florida, as described in Exhibit "A" hereto (the "Property"); and

WHEREAS, the subject Property is substantially undeveloped at the present time and will require site plan approval and the installation of certain capital improvements as it is developed, which improvements, hereinafter the "Improvements," are more specifically described herein; and

WHEREAS, it is the purpose of this Agreement to set forth clearly the understanding and agreement of the parties with respect to the contemplated Improvements.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. COPART agrees that it and its successors and assigns will abide by the provisions of this Agreement and will install the following Improvements:

- a. COPART will, at its sole expense, install and maintain an eight foot (8') high masonry wall along the north, south and west sides of the Property, as well as the northerly +/- 475 LF of the east side of the Property (adjoining to the masonry wall at the northeast corner of the Property), except as set forth

below. COPART will, at its sole expense install an eight foot (8') metal wall along the east side of the Property where the masonry wall stops to the Property's southerly property boundary. Architectural renderings showing the design and placement of the masonry and metal walls on the Property are attached hereto as Exhibit "B" and Exhibit "C-1 & C-2," respectively."

- b. COPART will, at its sole expense, install and maintain a landscape buffer on all four sides of the property, as set forth and attached hereto as Exhibits C-1 & C-2. Said buffer is to be maintained by COPART and will be subject to code enforcement action and plant replacement at COPART's expense should COPART breach this maintenance obligation.
- c. Use of the Property is limited to COPART's current proposed use, as well as any other use that is or may be permitted under the Property's current and/or future zoning designation. Any expansion of COPART's operations not currently approved under this Agreement or currently permissible under the current or future zoning designation will require the approval of the CITY Council.
- d. The Property will be subject to code enforcement inspections by the City as set forth in Chapter 54, Article II, of the City Code, to insure the Property is only used as approved.
- e. No more than twenty percent (20%) of the overall Property may be used to store vehicles that exceed a height of fourteen feet (14') and those exceeding fourteen feet (14') in height must be stored more than eight hundred feet (800') from the front property line along West Orange Blossom Trail as shown on Exhibit "E".
- f. COPART'S ordinary and regular operations, as detailed on Exhibit "D" attached hereto, shall not be deemed "on-site sales" and/or "live auctions", and shall

be deemed compliant with this Agreement and the Property zoning designation.

- g. All 'for-sale' vehicles, product, or equipment must be stored within the designated vehicle storage areas indicated on Exhibit "E" attached hereto and shall not be stored at any time within paved business parking areas, within landscape buffers or parked within travel aisles of the designated storage areas as indicated on Exhibit "E". Vehicle storage space and driving aisles shall be constructed of asphalt tailings and gravel as shown on Exhibit "E".
- h. All tow trucks or company trucks parked overnight at the Property shall be parked within the designated vehicle storage areas indicated on Exhibit "E".
- i. No vehicle, equipment or product dismantling, crushing or sale of parts shall occur on or within the Property.
- j. Construction or utility vehicles, product, or equipment with aerial buckets or cranes shall be stored with the crane arm or boom in the down position to the greatest extent possible to a height of less than fourteen feet (14').
- k. No sign appearing on any vehicle or equipment placed in the designated vehicle storage areas indicated on Exhibit "E" shall be visible outside the Property boundaries
- l. Vehicles, product, and equipment stored within the designated storage areas indicated on the Preliminary Development Plan shall never be stacked upon one another.
- m. No more than twenty percent (20%) of the vehicles, products or equipment shall be stored on the Property for more than one hundred eighty (180) consecutive days.
- n. COPART will possess and keep current any and all licenses required to operate its business on the Property which may include:
 - 1. Florida VA – Motor Vehicle Auction;

2. Florida VI – Motor Vehicle Dealer;
 3. Florida RV – Used Recreational Vehicle Dealer;
 4. Florida VW – Wholesale Dealer.
- o. The CITY acknowledges that the Property is approved for the business operations as permitted under each of the licenses listed in Paragraph 1.n above with the limitation that the operation falls within the confines of the outlined in the Copart Operations as described in Exhibit “D” .
 - p. Any violation of this Agreement by COPART may result in code enforcement and all remedies and penalties available through that process, as well as all remedies available to the CITY through Article 12.07.00 of the CITY Code and all other legal means.

2. This Agreement shall be binding upon and shall inure to the benefit of the subject Property and be binding upon any person, firm, or corporation who may become the successor in interest, directly or indirectly, to the subject Property. COPART shall pay all costs of recording this Agreement. No site improvements shall occur until this Agreement is recorded. This Agreement is intended to be and become effective as of the date it is executed by the last to sign of the CITY or COPART.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

CITY

The CITY OF APOPKA, FLORIDA
a municipal corporation of the State of Florida

By: Board of City Council

By: _____

ATTEST:

Clerk of the Board of City Council

By: _____

Print Name: _____

COPART

WITNESS:

COPART OF CONNECTICUT, INC.,
a Connecticut Corporation

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____
_____, 2016, by _____, as _____ of COPART OF
CONNECTICUT, INC., a Connecticut corporation, on behalf of said corporation. Said person did
not take an oath and is personally known to me, produced a driver's license (issued by a
state of the United States within the last five (5) years) as identification, or produced other
identification, _____ to _____ wit:

_____.

Print Name: _____

Notary Public – State of _____

Commission No.: _____

My Commission Expires: _____

LEGAL DESCRIPTION

THE SW ¼ OF THE NE ¼, LESS THE SW ¼ OF THE SW ¼ OF THE SW ¼ OF THE NE ¼,
AND THAT PART OF THE NW ¼ OF THE NE ¼, LYING SOUTH OF RAILROAD RIGHT
OF WAY ALL IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST, ORANGE
COUNTY, FLORIDA.



TYPICAL 8' HIGH MASONRY WALL



25' BUFFER ELEVATION ALONG US 441

NOTE: 25' BUFFER LANDSCAPING ALONG US 441 CONTAINS ADDITIONAL UNDERSTORY TREES ABOVE MINIMUM CODE. ALL OTHER LANDSCAPING BUFFERS SHALL MEET MINIMUM CODE REQUIREMENTS.

NOTES:

WALL FACING W. ORANGE BLOSSOM TRAIL – 8' HIGH MASONRY

WALL FACING HERMIT SMITH ROAD – 8' HIGH MASONRY

WALL FACING GENERAL ELECTRIC ROAD – 8' HIGH MASONRY

WALL FACING EAST – NORTHERLY 475 LF – 8' HIGH MASONRY; FROM MASONRY WALL TO THE SOUTH PROPERTY LINE – 8' HIGH METAL

WALL ADJACENT TO CELL TOWER AND CEMETERY – 8' HIGH MASONRY

CITY OF APOPKA LANDSCAPE ORDINANCE 2009 REQUIREMENTS

MINIMUM TREE REQUIREMENT OF 1 TREE PER 8,000 SQUARE FEET OF SITE AREA : (57.89 AC) 2,521,688 SF/8,000 = 316 TREES MIN. REQUIRED, 316 PROVIDED BY 285 PROPOSED TREES AND 31 EXISTING TREES TO REMAIN.

SR 441 25' WIDE R-O-W BUFFER 1,369 LF.: 120.0" DBH REQUIRED. @ 3.5" PER 1,000 SF (34,200 SF TOTAL) 260.0" DBH PROVIDED

HERMIT SMITH RD. 25' WIDE R-O-W BUFFER 1,935 LF.: 170" DBH REQ'D @ 3.5" PER 1,000 SF (48,375 SF), 170" PROVIDED (42" EXISTING)

GENERAL ELECTRIC RD. 25' WIDE R-O-W BUFFER 993 LF.: 87.5" DBH REQ'D @ 3.5" PER 1,000 SF (24,825 SF) 87.5" DBH PROVIDED

EAST BUFFER 10' WIDE ALONG I-1 ZONING 1,805 LF.: 64.0" DBH REQUIRED @ 3.5" PER 1,000 SF (18,050 SF), 135.0" DBH PROVIDED

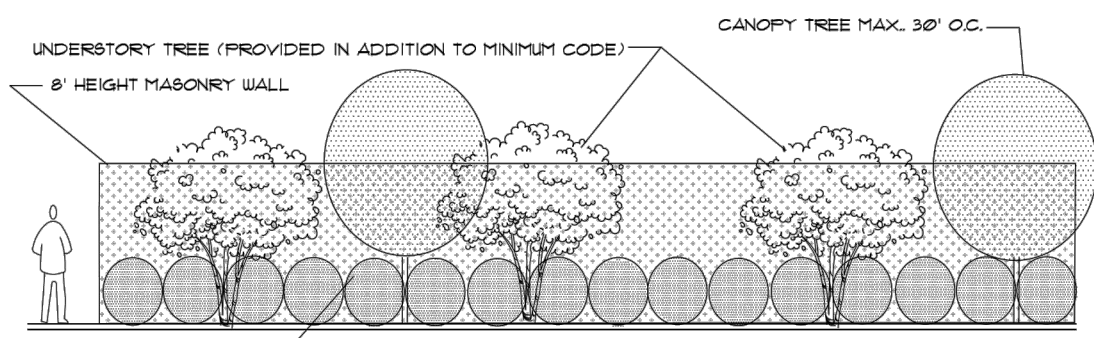
NORTH CEMETARY 25' WIDE BUFFER 301 LF.: 27.0" DBH REQUIRED @ 3.5" PER 1,000 SF (7,525 SF) 27.5" DBH PROVIDED

EAST CEMETARY 25' WIDE BUFFER 330 LF.: 29.0" DBH REQUIRED @ 3.5" PER 1,000 SF (8,250 SF), 30.0" DBH PROVIDED

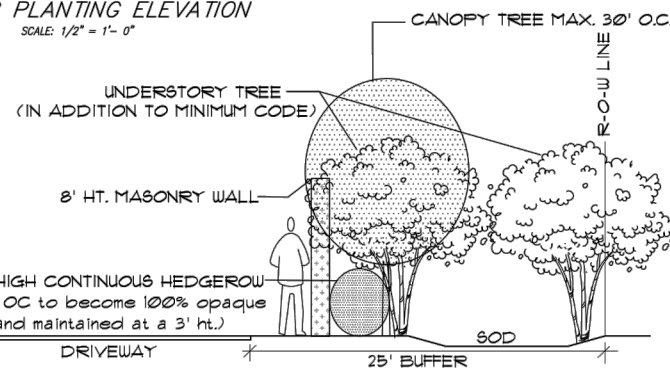
SHADE TREE REQUIREMENT OF 30% COVERAGE FOR THE GROSS PARKING LOT AREA PROVIDED BY PROPOSED SHADE TREES AT MATURE GROWTH (7 LIVE OAK & 5 MAGNOLIA) AS PER LDC SECTION 5.01.08 (C)(10) GROSS PARKING AREA = 20,000 SF X 30% = 6,000 SF SHADE AREA REQUIRED AND PROVIDED (SEE MATURE CANOPY SIZES)

12 SHADE TREES PROVIDED FOR 68 PARKING SPACES @ 1 PER 6 SPACES.

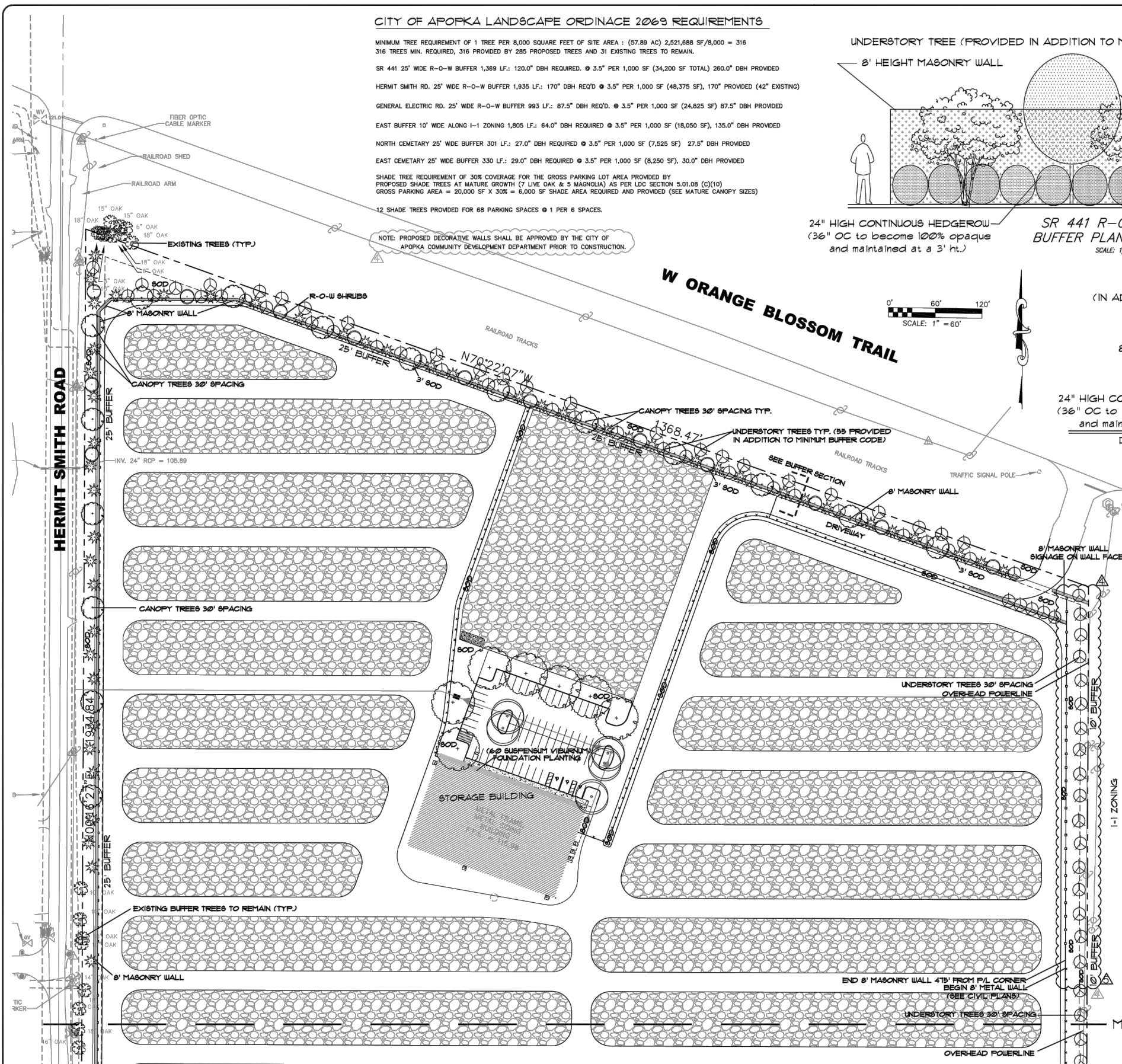
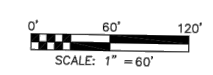
NOTE: PROPOSED DECORATIVE WALLS SHALL BE APPROVED BY THE CITY OF APOPKA COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO CONSTRUCTION.



SR 441 R-O-W WALL AND BUFFER PLANTING ELEVATION
SCALE: 1/2" = 1'-0"



SR 441 R-O-W WALL AND BUFFER PLANTING SECTION
SCALE: 1/2" = 1'-0"



TREE REPLACEMENT DATA:

TOTAL SITE CLEARING AREA = 2,521,688 SF (57.89 AC)

SPECIMEN TREE CHART (24" OR GREATER DBH)

TOTAL NO.	TOTAL CALIPER	REMOVE		REMAIN	
		NO.	CALIPER	NO.	CALIPER
38	1,351"	36	1,297"	2	54"

NON-SPECIMEN TREE CHART (6" TO 23" DBH)
(EXCLUDES EXOTIC TREE SPECIES)

TOTAL NO.	TOTAL CALIPER	REMOVE		REMAIN	
		NO.	CALIPER	NO.	CALIPER
187	2,286"	158	2,019"	29	268"

TOTAL TREE STOCK REQUIREMENT:

SPECIMEN TREE STOCK FORMULA CAP: 12,608 INCHES DBH (AT 1" REPLACEMENT FOR 1" REMOVED)

NON-SPECIMEN TREE STOCK FORMULA CAP: 8,826 INCHES DBH (AT 1" REPLACEMENT FOR 1" REMOVED)

TOTAL MAXIMUM TREE REPLACEMENT: 3,261.0 INCHES DBH

PROPOSED REPLACEMENT INCHES: 712.5 INCHES DBH

REPLACEMENT DEFICIT INCHES: 2,548.5 INCHES DBH

NOTE: TREE REPLACEMENT DEFICIT = 2,548.5 INCHES. OWNER HEREBY COMMITS TO PAYMENT INTO THE CITY'S TREE BANK FUND FOR AMOUNT TOTALING \$ 25,485.00 @ \$10.00 PER INCH DEFICIT.

NOTE: THE LIMITS OF TREE CLEARING SHALL INCLUDE ONLY THOSE AREAS REQUIRED TO CONSTRUCT THE PROPOSED VEHICLE STORAGE AREAS, PAVED AREAS, BUILDING, UTILITIES AND RETENTION POND AS SHOWN. ALL OTHER AREAS SHALL BE UNDISTURBED.

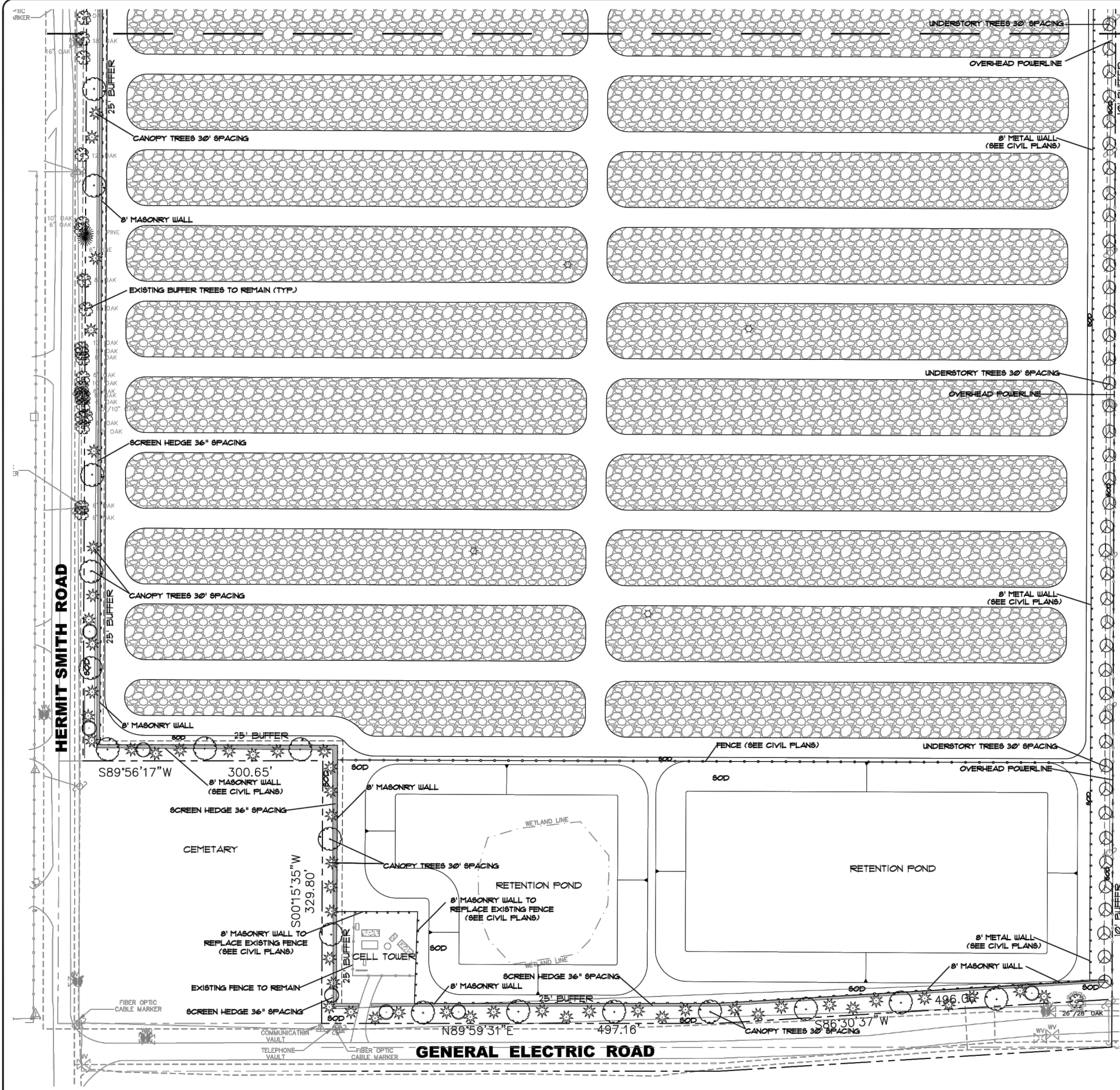
NOTE: TREE TRIMMING WORK SHALL REQUIRE REVIEW AND APPROVAL BY THE CITY THROUGH AN ARBOR PERMIT.

TREE SYMBOLS LEGEND

- 40 - LIVE OAK TREES @ 2-1/2" DBH = 100.0"
 - 25 - MAGNOLIA TREES @ 2-1/2" DBH = 62.5"
 - 103 - RED CEDAR TREES @ 2-1/2" DBH = 255.0"
30' OC
 - 118 - WAX MYRTLE TREES @ 2-1/2" DBH = 295.0"
- TREE TOTAL = 285 712.5" DBH = TOTAL REPLACEMENT INCHES

- 1,660 - SUSPENSUM VIBURNUM BUFFER & FOUNDATION SHRUBS: 24" MINIMUM HEIGHT SPACED 36" OC
- SOD: ARGENTINE BAHIA SOLID SOD (MEETS LDC ART. V WATER-WISE ORDINANCE 2009 STANDARDS)

J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
FLORIDA REGISTRATION NO. LA00004716
5601 REVELWOOD LOOP WINTER PARK, FL 32782
PHONE: 407-719-7204 FAX: 407-671-6204



MATCHLINE (SEE L1)

TREE REPLACEMENT DATA:

TOTAL SITE CLEARING AREA = 2,521,688 S.F. (57.89 AC)

SPECIMEN TREE CHART (24" OR GREATER DBH)

TOTAL NO.	TOTAL CALIPER	REMOVE		REMAIN	
		NO.	CALIPER	NO.	CALIPER
38	1,391"	36	1,297"	2	94"

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(EXCLUDES EXOTIC TREE SPECIES)

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 TOTAL MAXIMUM TREE REPLACEMENT: 3,281.0 INCHES DBH
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CITY OF APOPKA LANDSCAPE ORDINANCE 2069 REQUIREMENTS

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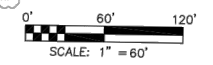
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NORTH CEMETARY 25' WIDE BUFFER 301 LF.: 27.0" DBH REQUIRED @ 3.5" PER 1,000 SF (7,525 SF) 27.5" DBH PROVIDED

EAST CEMETARY 25' WIDE BUFFER 330 LF.: 29.0" DBH REQUIRED @ 3.5" PER 1,000 SF (8,250 SF), 30.0" DBH PROVIDED

SHADE TREE REQUIREMENT OF 30% COVERAGE FOR THE GROSS PARKING LOT AREA PROVIDED BY PROPOSED SHADE TREES AT MATURE GROWTH (7 LIVE OAK & 5 MAGNOLIA) AS PER LDC SECTION 5.01.08 (C)(10)
 GROSS PARKING AREA = 20,000 SF X 30% = 6,000 SF SHADE AREA REQUIRED AND PROVIDED (SEE MATURE CANOPY SIZES)
 12 SHADE TREES PROVIDED FOR 68 PARKING SPACES @ 1 PER 6 SPACES.

NOTE: PROPOSED DECORATIVE WALLS SHALL BE APPROVED BY THE CITY OF APOPKA COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO CONSTRUCTION.



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 - SOD: ARGENTINE BAHIA SOLID SOD (MEETS LDC ART. V WATER-WISE ORDINANCE 2069 STANDARDS)

VEHICLE STORAGE AREA (ROCK/GRAVEL)

J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
 FLORIDA REGISTRATION NO. LA0000476
 9401 REVILLOCCO LOOP, WINTER PARK, FL 32710
 PHONE: 407-118-2124 FAX: 407-671-6304

LANDSCAPE AND IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

J. Scott Liberty
 SIGNATURE LA0001476 MARCH 9, 2016
 REG. NO. DATE

EXHIBIT C-2
 DATE: 05/04/2016
 BEI JOB No.: 1513.101
 SCALE: N.T.S.

**COPART
 LANDSCAPE PLAN**

Burkett CIVIL ENGINEERING CONSULTANTS
 engineering
 105 E. Robinson Street, Suite 501 Orlando, Florida 32801
 (407) 246-1260 Fax (407) 246-0423
 www.burkettengineering.com

EXHIBIT "D"

COPART OPERATIONS

Storage and online auction and sale of used and damaged (a) vehicles, (b) trailers, (c) watercraft, and (d) powersports, industrial and construction equipment (collectively, "**Inventory**"), and ancillary receiving, shipping, lien auction and administrative activities related thereto.

After being received at the Copart facility ("**Facility**"), Inventory is listed for sale on Copart's proprietary online auction-style website and mobile apps for purchase only by Copart registered members ("**Members**"). All bids are submitted and accepted electronically, without the use of a live auctioneer. Members are provided the opportunity to inspect Inventory at the Facility, although most inspections are limited to viewing Inventory images and information made available online. Members may electronically submit preliminary bids from (i) anywhere in the world via a personal computer or mobile device with internet access (each, a "**Remote Online Device**"), or (ii) a limited number of computer kiosks located at the Facility. The high preliminary bid is carried over to the online virtual sale, during which Members may submit bids electronically only from a Remote Online Device.

All Inventory is sold to the Member with the highest bid ("**New Owner**"), who then arranges for pickup and transportation of their Inventory from the Facility. Payment for sold Inventory may be made electronically, via wire-transfer, or in person at the Facility or any other Copart facility located in the United States. Titles to sold Inventory are either picked up by the New Owner along with the sold Inventory, or mailed by Copart to the New Owner.

VEHICLE STORAGE AREA

COPART

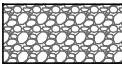

CIVIL ENGINEERING
CONSULTANTS

Burkett
engineering

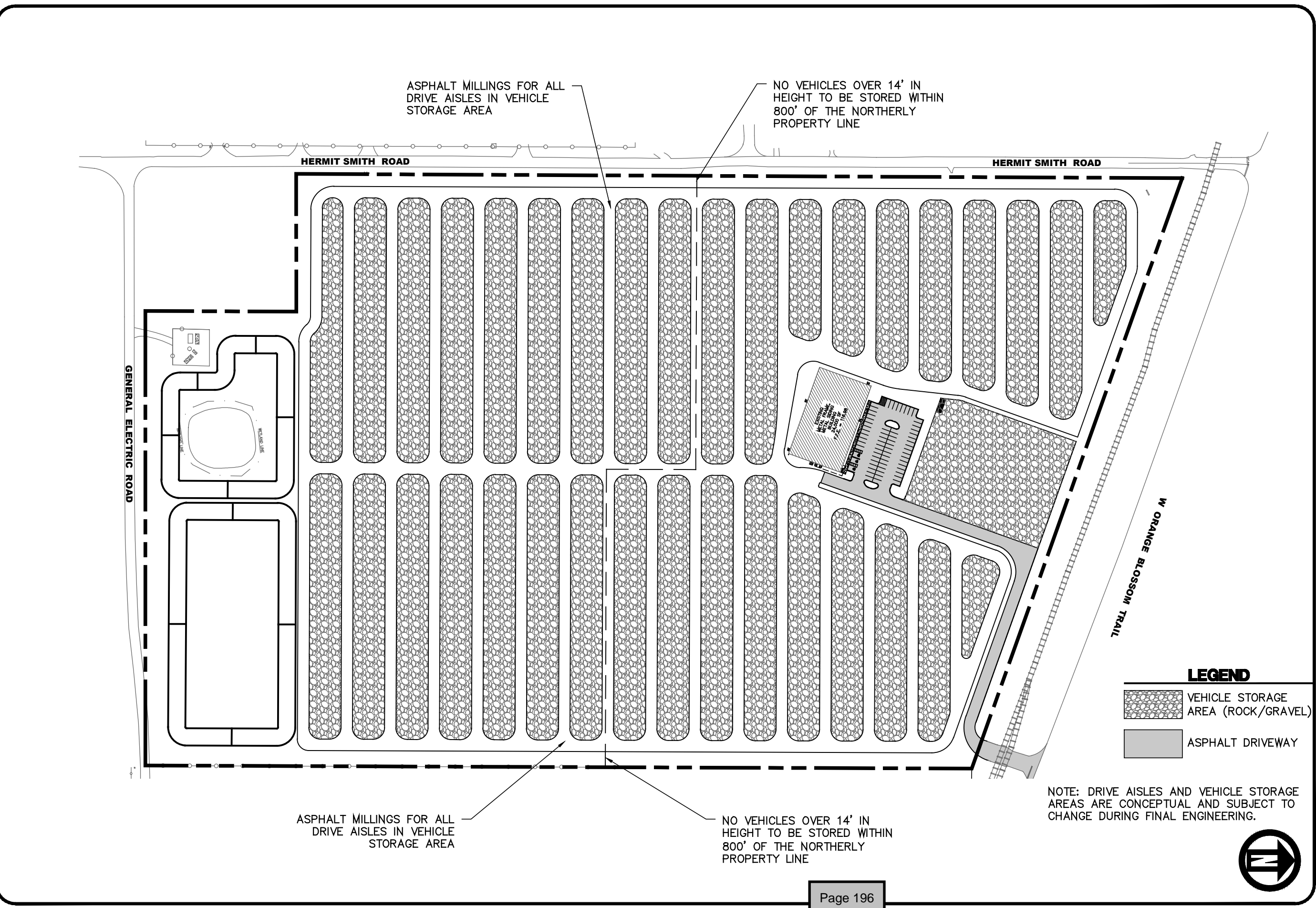
105 E. Robinson Street, Suite 501 Orlando, Florida 32801
(407) 246-1260 Fax (407) 246-0423
www.burkettengineering.com



LEGEND

	VEHICLE STORAGE AREA (ROCK/GRAVEL)
	ASPHALT DRIVEWAY

NOTE: DRIVE AISLES AND VEHICLE STORAGE AREAS ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL ENGINEERING.





COPART

PRELIMINARY DEVELOPMENT PLAN

FOR

COPART, INC.
14185 DALLAS PARKWAY
SUITE 300
DALLAS, TX 75254

TAX PARCEL ID NUMBER:
01-21-27-0000-00-032

Burkett | CIVIL ENGINEERING
 engineering | CONSULTANTS

105 E. Robinson Street, Suite 501 Orlando, Florida 32801
 (407) 246-1260 Fax (407) 246-0423
 www.burkettengineering.com

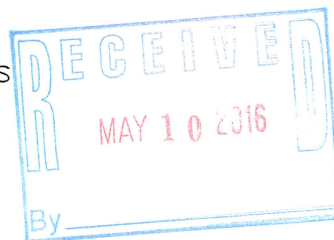
City of Apopka, Florida
October 2015

REVISD MAY 2016

PRELIMINARY NOT FOR CONSTRUCTION

SHEET INDEX

1. COVER SHEET
2. SYMBOLS AND ABBREVIATIONS
3. NOTES SHEET
4. OVERALL SITE PLAN
5. OVERALL DRAINAGE PLAN
6. SITE, DRAINAGE & UTILITY PLAN
7. SITE, DRAINAGE & UTILITY PLAN
8. SITE, DRAINAGE & UTILITY PLAN
9. STORMWATER POLLUTION PREVENTION PLAN
10. PAVING AND DRAINAGE DETAILS
- A2.01 ARCHITECTURAL FLOOR PLAN
- A4.01 ARCHITECTURAL EXTERIOR ELEVATIONS
- E1.01 ELECTRICAL SITE PLAN
- E1.02 PHOTOMETRIC SITE PLAN
- E1.03 SITE PLAN FIXTURE SPECIFICAITONS
- L1 LANDSCAPE PLAN
- L2 LANDSCAPE PLAN
- BOUNDARY AND TOPOGRAPHIC SURVEY



AP/10/16	REVISD FOR CITY OF APOPKA AND OTHER COMMENTS	VPF	REB
AP/10/16	REVISD FOR CITY OF APOPKA	VPF	REB
AP/10/16	REVISD FOR CITY COMMENTS	VPF	REB



NOTE:
 A LETTER MUST BE OBTAINED FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWCC) REGARDING WILDLIFE MANAGEMENT PLAN FOR GOPHER TORTOISES, OSPREY NESTS AND EASTERN INDIGO SNAKES PRIOR TO ANY CONSTRUCTION ACTIVITIES OCCURRING ON SITE.

LOCATION MAP

3351 W. ORANGE BLOSSOM TRAIL
 APOPKA, FL 32712-5851



SCALE: 1" = 2,000'

SECTION 01
 TOWNSHIP 21
 RANGE 27

ENGINEER IN CHARGE:
 RENE J. SCHNEIDER P.E.

REG. # 61483
 BURKETT ENGINEERING, INC.
 CERT. OF AUTH. NO. 7105

PROPERTY INFORMATION	
JURISDICTION:	CITY OF APOPKA
ZONING:	PO/I
LAND USE:	VACANT INSTITUTIONAL
BUSINESS NAME:	ST. JAMES A&E CHURCH

PROPERTY INFORMATION	
JURISDICTION:	CITY OF APOPKA
ZONING:	I-1
LAND USE:	VACANT INSTITUTIONAL
BUSINESS NAME:	MID FLORIDA FREEZER WAREHOUSES LTD

PROPERTY INFORMATION	
JURISDICTION:	CITY OF APOPKA
ZONING:	I-1
LAND USE:	LIGHT MANUFACTURING
BUSINESS NAME:	QRS 10-18 FL, INC.

PROPERTY INFORMATION	
JURISDICTION:	CITY OF APOPKA
ZONING:	I-1
LAND USE:	CONTAINER NURSERY
BUSINESS NAME:	WHITE SANDS NURSERIES

PROPERTY INFORMATION	
JURISDICTION:	CITY OF APOPKA
ZONING:	I-1
LAND USE:	FERNERY
BUSINESS NAME:	BAWWOOD NURSERIES CO. INC.

PROPERTY INFORMATION	
JURISDICTION:	CITY OF APOPKA
ZONING:	I-1
LAND USE:	ORNAMENTAL/NON-AG AGERAGE
BUSINESS NAME:	STONE, MICHAEL & DEBORAH

PROPERTY INFORMATION	
JURISDICTION:	UNINCORPORATED
ZONING:	R-3
LAND USE:	SINGLE FAMILY
PROPERTY OWNER:	DARREN HINES & ERIC HINES

PROPERTY INFORMATION	
JURISDICTION:	UNINCORPORATED
ZONING:	R-3
LAND USE:	VACANT RESIDENTIAL
PROPERTY OWNER:	MICHAEL & DEBRA STONE

PROPERTY INFORMATION	
JURISDICTION:	UNINCORPORATED
ZONING:	R-3
LAND USE:	SINGLE FAMILY
PROPERTY OWNER:	ANDREW & SAUNDRA LEWIS

PROPERTY INFORMATION	
JURISDICTION:	UNINCORPORATED
ZONING:	R-3
LAND USE:	SINGLE FAMILY
PROPERTY OWNER:	ARTHUR & RUBY MONROE

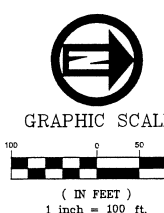
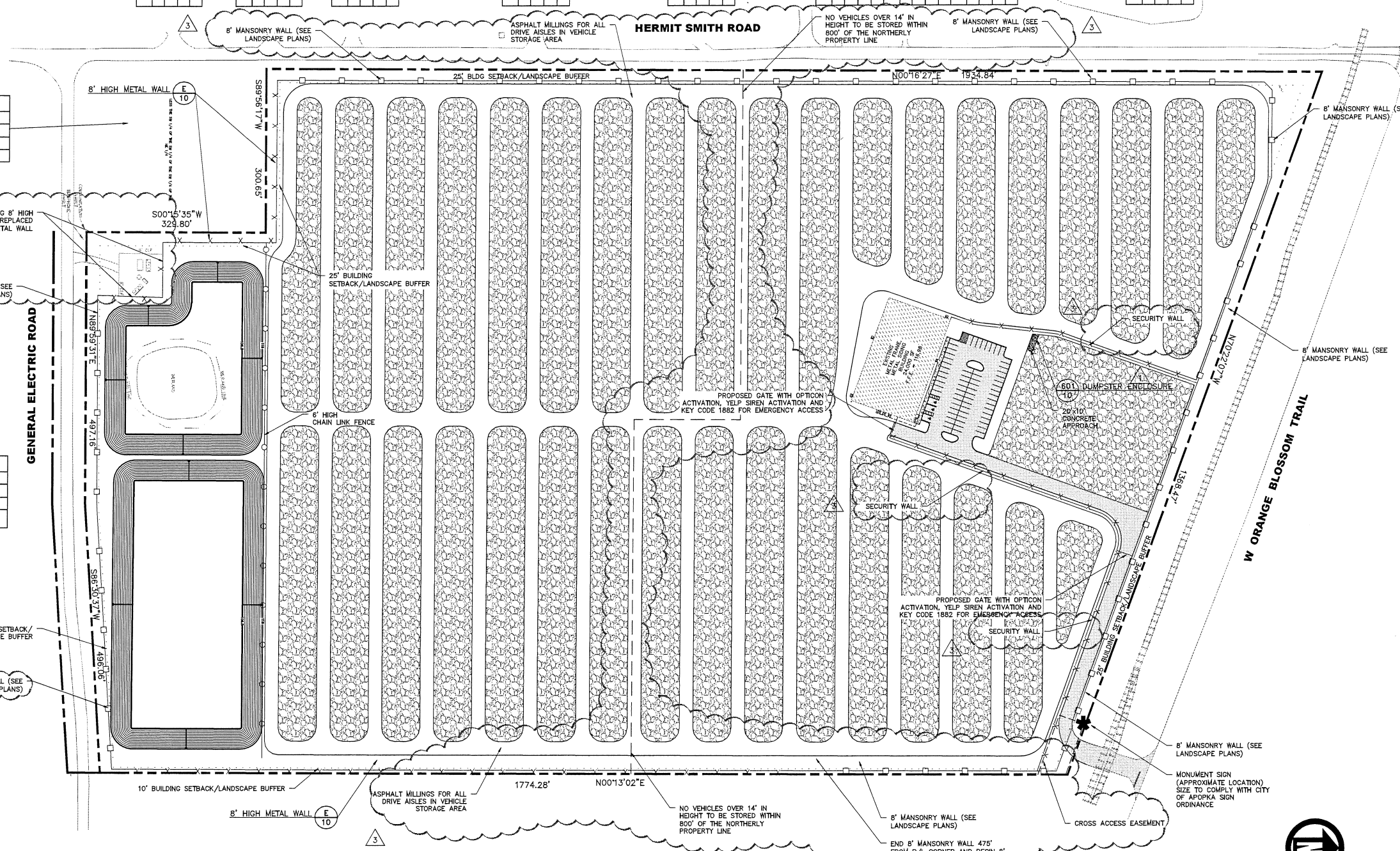
PROPERTY INFORMATION	
JURISDICTION:	UNINCORPORATED
ZONING:	R-3
LAND USE:	SINGLE FAMILY
PROPERTY OWNER:	MONROE FAMILY

PROPERTY INFORMATION	
JURISDICTION:	UNINCORPORATED
ZONING:	C-3/R-3
LAND USE:	WAREHOUSING/SINGLE FAMILY
PROPERTY OWNER:	JUAN YERGEN

LEGEND

- VEHICLE STORAGE AREA (ROCK/GRAVEL)
- ASPHALT DRIVEWAY

NOTES:
 1. DRIVE AISLES AND VEHICLE STORAGE AREAS ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL ENGINEERING.
 2. PROVIDE CROSS ACCESS EASEMENT TO ADJUTING PROPERTY TO THE NORTHEAST OF THE SITE. PARCEL NO. 06-21-28-7172-16-141 OWNED BY QRS 10-18 FL, INC.



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 CIVIL ENGINEERING CONSULTANTS
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 (407) 246-1260 Fax (407) 246-0423
 www.burkettengineering.com

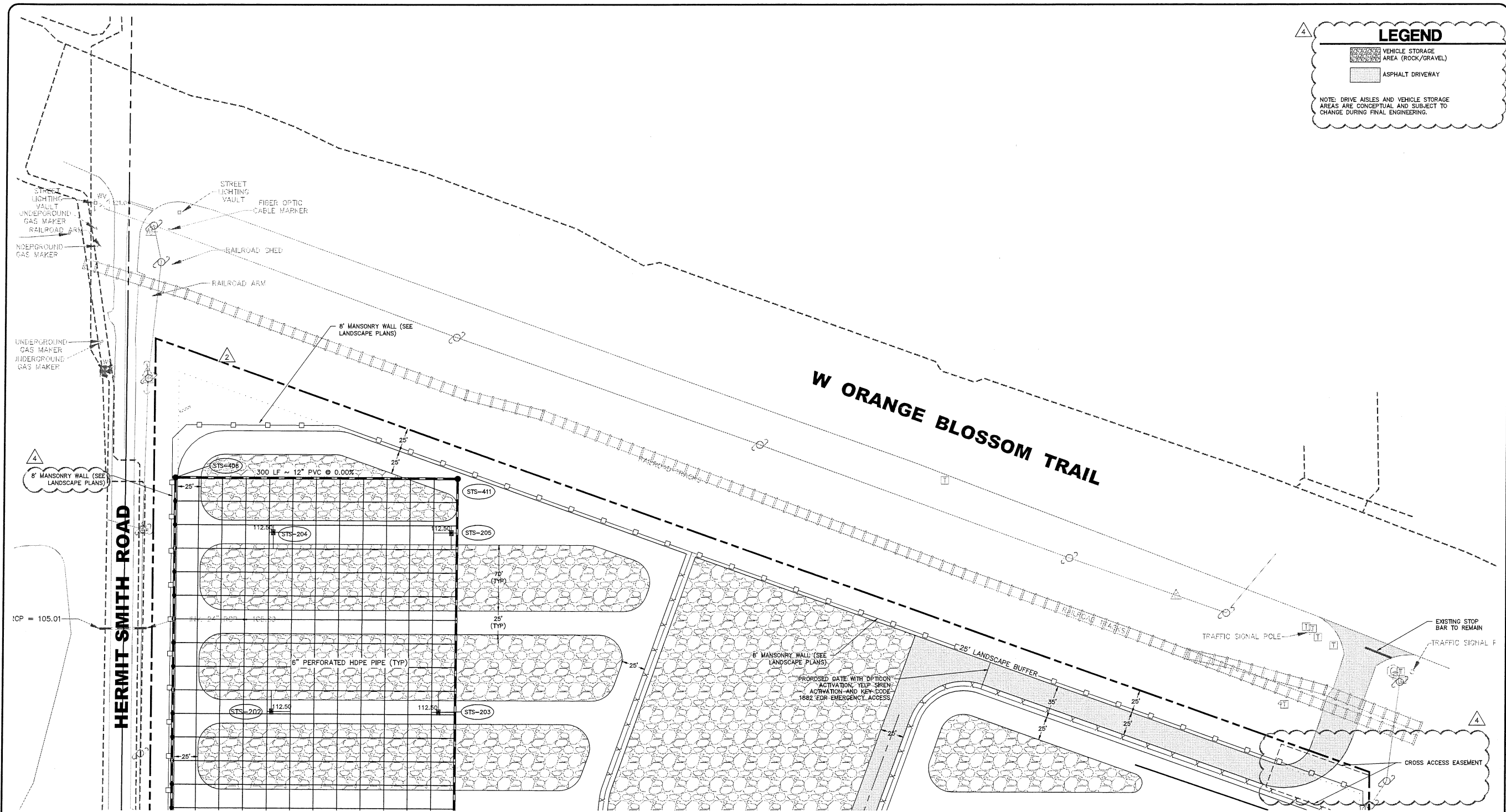
NO.	DATE	DESCRIPTION
1	05/10/15	ISSUED FOR PERMITS
2	05/10/15	ISSUED FOR PERMITS
3	05/10/15	ISSUED FOR PERMITS
4	05/10/15	ISSUED FOR PERMITS
5	05/10/15	ISSUED FOR PERMITS
6	05/10/15	ISSUED FOR PERMITS
7	05/10/15	ISSUED FOR PERMITS
8	05/10/15	ISSUED FOR PERMITS
9	05/10/15	ISSUED FOR PERMITS
10	05/10/15	ISSUED FOR PERMITS

COPART
PRELIMINARY DEVELOPMENT PLAN
FOR COPART, INC.
OVERALL SITE PLAN

DATE: 10/9/15
 PROJECT NO.: 1513.11
 DRAWN BY: JCM
 DESIGNED BY: RJS
 CHECKED BY: RJS
 ENGINEER IN CHARGE: RENE J. SCHNEIDER, P.E.

REG. # 61483
 BURKETT ENGINEERING, INC.
 CERT. OF AUTH. NO. 7105

SHEET NO. **4**
 OF: 18



LEGEND

- VEHICLE STORAGE AREA (ROCK/GRAVEL)
- ASPHALT DRIVEWAY

NOTE: DRIVE AISLES AND VEHICLE STORAGE AREAS ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL ENGINEERING.

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 www.burkettengineering.com

NO.	DATE	DESCRIPTION
1	05/10/14	REVISED PER CITY OF APOPKA AND OWNER COMMENTS
2	05/10/14	REVISED PER CITY OF APOPKA
3	11/27/14	REVISED FINISH AND WALL LINE TYPE
4	03/22/15	REVISED LAYOUT

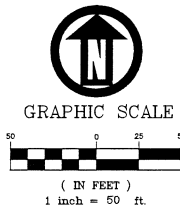
COPART
PRELIMINARY DEVELOPMENT PLAN
FOR COPART, INC.
SITE, DRAINAGE & UTILITY PLAN

DATE: 10/9/15
 PROJECT NO.: 1513.11
 DRAWN BY: JCM
 DESIGNED BY: RJS
 CHECKED BY: RJS
 ENGINEER IN CHARGE: RENE J. SCHNEIDER, P.E.

REG. # 81483
 BURKETT ENGINEERING, INC.
 CERT. OF AUTH. NO. 7105

SHEET NO.
6
 OF 18

MATCH LINE SEE SHEET 7

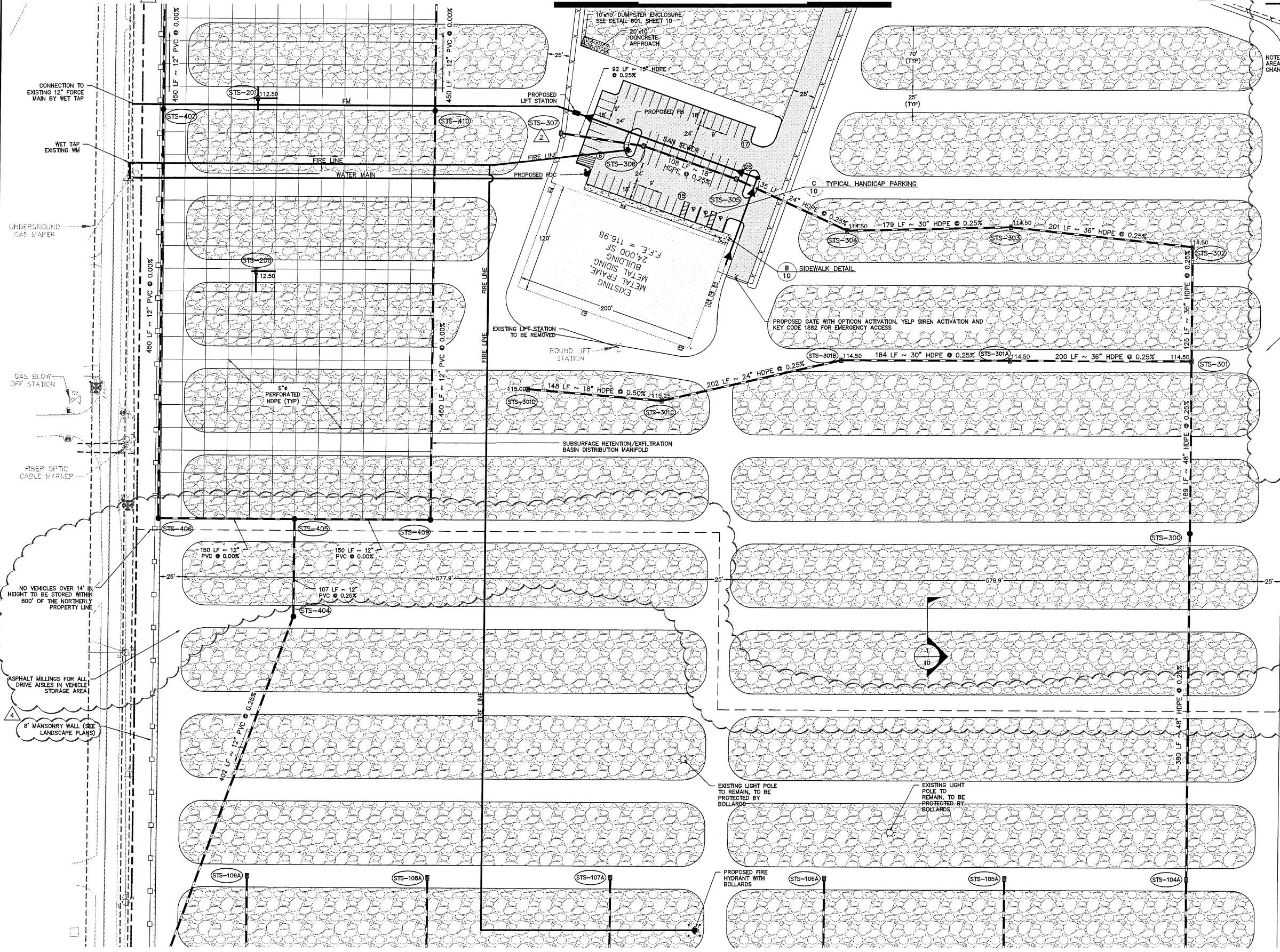


PRELIMINARY NOT FOR CONSTRUCTION

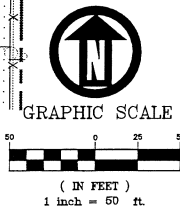
MATCH LINE SEE SHEET 6

LEGEND

- VEHICLE STORAGE AREA (ROCK/GRAVEL)
- ASPHALT DRIVEWAY
- NOTE: DRIVE AISLES AND VEHICLE STORAGE AREAS ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL ENGINEERING.
- 8' MANSIONRY WALL (SEE LANDSCAPE PLANS)
- ASPHALT MILLINGS FOR ALL DRIVE AISLES IN VEHICLE STORAGE AREA
- END 8' MANSIONRY WALL 475' FROM P/L CORNER AND BEGIN 8' METAL WALL
- 8' HIGH METAL WALL



MATCH LINE SEE SHEET 8



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 CONSULTANTS

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 www.burkettengineering.com

NO.	DATE	DESCRIPTION
1	05/10/16	REVISION PER CITY OF APOKA AND OTHER COMMENTS
2	05/10/16	REVISION PER CITY OF APOKA
3	05/10/16	REVISION PER CITY COMMENTS
4	05/10/16	REVISION LAYOUT
5	05/10/16	DATE

COPART
PRELIMINARY DEVELOPMENT PLAN
FOR COPART, INC.
SITE, DRAINAGE & UTILITY PLAN

DATE: 10/9/15
 PROJECT NO.: 1513.11
 DRAWN BY: JCM
 DESIGNED BY: RJS
 CHECKED BY: RJS
 ENGINEER IN CHARGE: RENE J. SCHNEIDER, P.E.

REG. # 61483
 BURKETT ENGINEERING, INC.
 CERT. OF AUTH. NO. 7105

SHEET NO.

7

OF:18

PRELIMINARY NOT FOR CONSTRUCTION

CITY OF APOPKA LANDSCAPE ORDINANCE 2009 REQUIREMENTS

MINIMUM TREE REQUIREMENT OF 1 TREE PER 8,000 SQUARE FEET OF SITE AREA : (57.89 AC) 2,521,688 SF/8,000 = 316 TREES MIN. REQUIRED, 316 PROVIDED BY 285 PROPOSED TREES AND 31 EXISTING TREES TO REMAIN.

SR 441 25' WIDE R-O-W BUFFER 1,369 LF.: 120.0" DBH REQUIRED. @ 3.5" PER 1,000 SF (34,200 SF TOTAL) 260.0" DBH PROVIDED

HERMIT SMITH RD. 25' WIDE R-O-W BUFFER 1,935 LF.: 170" DBH REQ'D @ 3.5" PER 1,000 SF (48,375 SF), 170" PROVIDED (42" EXISTING)

GENERAL ELECTRIC RD. 25' WIDE R-O-W BUFFER 993 LF.: 87.5" DBH REQ'D @ 3.5" PER 1,000 SF (24,825 SF) 87.5" DBH PROVIDED

EAST BUFFER 10' WIDE ALONG I-1 ZONING 1,805 LF.: 64.0" DBH REQUIRED @ 3.5" PER 1,000 SF (18,050 SF), 135.0" DBH PROVIDED

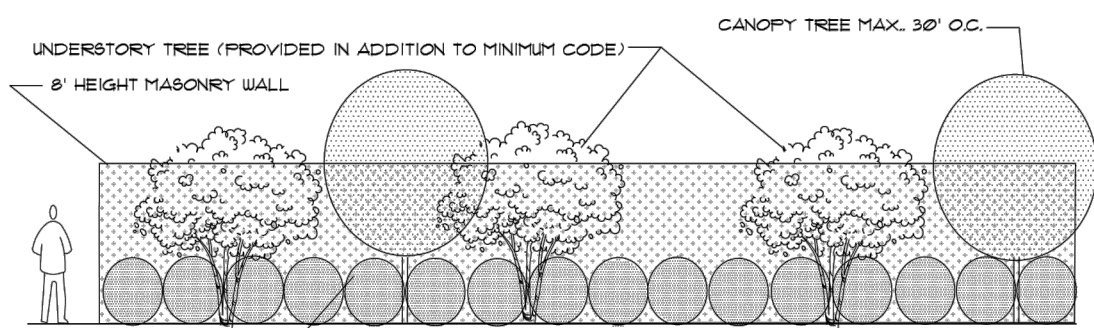
NORTH CEMETARY 25' WIDE BUFFER 301 LF.: 27.0" DBH REQUIRED @ 3.5" PER 1,000 SF (7,525 SF) 27.5" DBH PROVIDED

EAST CEMETARY 25' WIDE BUFFER 330 LF.: 29.0" DBH REQUIRED @ 3.5" PER 1,000 SF (8,250 SF), 30.0" DBH PROVIDED

SHADE TREE REQUIREMENT OF 30% COVERAGE FOR THE GROSS PARKING LOT AREA PROVIDED BY PROPOSED SHADE TREES AT MATURE GROWTH (7 LIVE OAK & 5 MAGNOLIA) AS PER LDC SECTION 5.01.08 (C)(10) GROSS PARKING AREA = 20,000 SF X 30% = 6,000 SF SHADE AREA REQUIRED AND PROVIDED (SEE MATURE CANOPY SIZES)

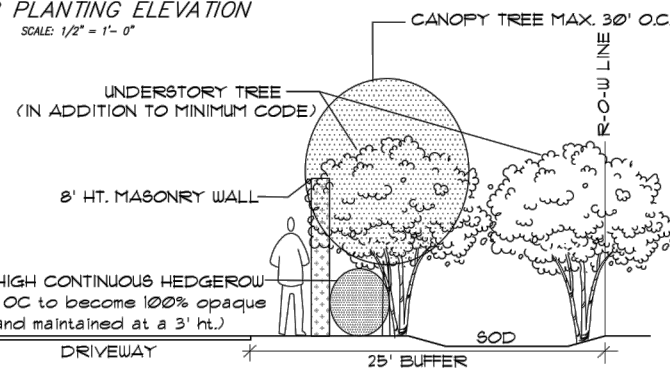
12 SHADE TREES PROVIDED FOR 68 PARKING SPACES @ 1 PER 6 SPACES.

NOTE: PROPOSED DECORATIVE WALLS SHALL BE APPROVED BY THE CITY OF APOPKA COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO CONSTRUCTION.



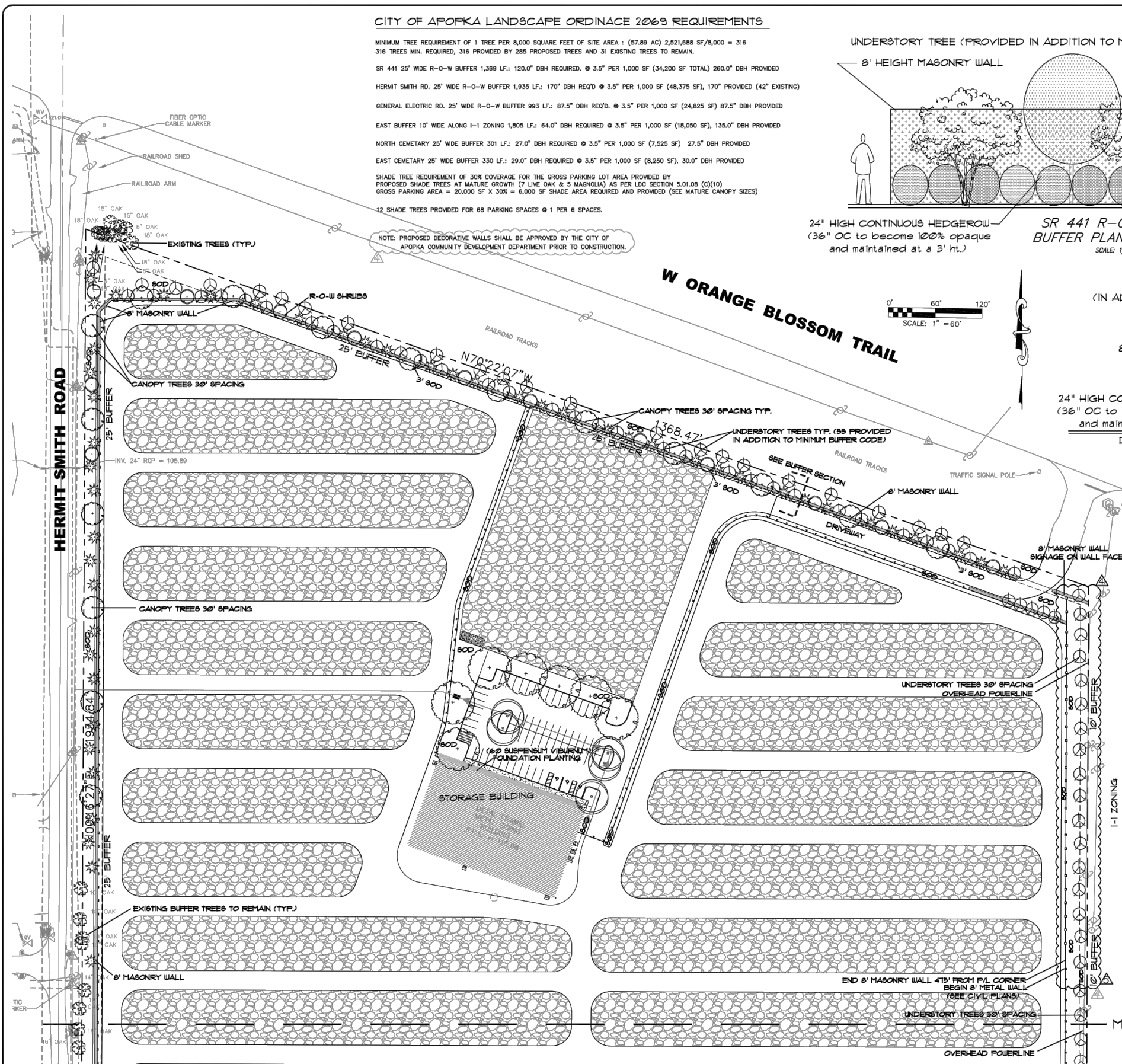
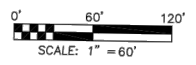
24" HIGH CONTINUOUS HEDGEROW (36" OC to become 100% opaque and maintained at a 3' ht.)

SR 441 R-O-W WALL AND BUFFER PLANTING ELEVATION
SCALE: 1/2" = 1'-0"



24" HIGH CONTINUOUS HEDGEROW (36" OC to become 100% opaque and maintained at a 3' ht.)

SR 441 R-O-W WALL AND BUFFER PLANTING SECTION
SCALE: 1/2" = 1'-0"



TREE REPLACEMENT DATA:

TOTAL SITE CLEARING AREA = 2,521,688 SF (57.89 AC)

SPECIMEN TREE CHART (24" OR GREATER DBH)					
TOTAL NO.	TOTAL CALIPER	NO.	REMAIN	NO.	REMAIN
38	1,351"	36	1,297"	2	54"

NON-SPECIMEN TREE CHART (6" TO 23" DBH) (EXCLUDES EXOTIC TREE SPECIES)

TOTAL NO.	TOTAL CALIPER	NO.	REMAIN	NO.	REMAIN
187	2,286"	158	2,019"	29	268"

TOTAL TREE STOCK REQUIREMENT:

SPECIMEN TREE STOCK FORMULA CAP: 12,608 INCHES DBH (AT 1" REPLACEMENT FOR 1" REMOVED)

NON-SPECIMEN TREE STOCK FORMULA CAP: 8,826 INCHES DBH (AT 1" REPLACEMENT FOR 1" REMOVED)

TOTAL MAXIMUM TREE REPLACEMENT: 3,261.0 INCHES DBH

PROPOSED REPLACEMENT INCHES: 712.5 INCHES DBH

REPLACEMENT DEFICIT INCHES: 2,548.5 INCHES DBH

NOTE: TREE REPLACEMENT DEFICIT = 2,548.5 INCHES. OWNER HEREBY COMMITS TO PAYMENT INTO THE CITY'S TREE BANK FUND FOR AMOUNT TOTALING \$ 25,485.00 @ \$10.00 PER INCH DEFICIT.

NOTE: THE LIMITS OF TREE CLEARING SHALL INCLUDE ONLY THOSE AREAS REQUIRED TO CONSTRUCT THE PROPOSED VEHICLE STORAGE AREAS, PAVED AREAS, BUILDING, UTILITIES AND RETENTION POND AS SHOWN. ALL OTHER AREAS SHALL BE UNDISTURBED.

NOTE: TREE TRIMMING WORK SHALL REQUIRE REVIEW AND APPROVAL BY THE CITY THROUGH AN ARBOR PERMIT.

TREE SYMBOLS & LEGEND

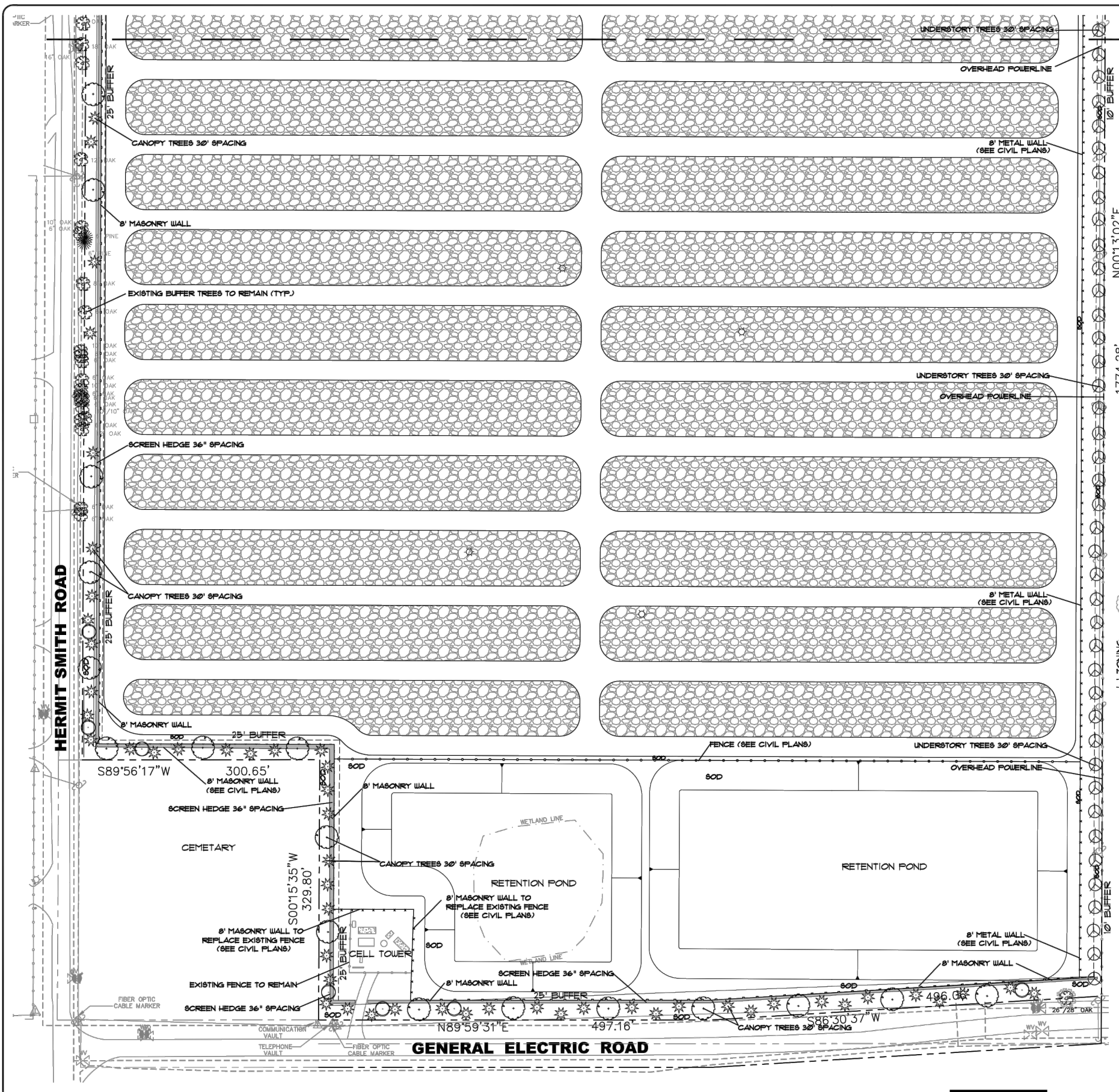
- 40 - LIVE OAK TREES @ 2-1/2" DBH = 100.0"
- 25 - MAGNOLIA TREES @ 2-1/2" DBH = 62.5"
- 103 - RED CEDAR TREES @ 2-1/2" DBH = 255.0"
30' OC
- 118 - WAX MYRTLE TREES @ 2-1/2" DBH = 295.0"

TREE TOTAL = 285 712.5" DBH = TOTAL REPLACEMENT INCHES

- 1,660 - SUSPENSUM VIBURNUM BUFFER & FOUNDATION SHRUBS: 24" MINIMUM HEIGHT SPACED 36" OC
- SOD: ARGENTINE BAHIA SOLID SOD (MEETS LDC ART. V WATER-WISE ORDINANCE 2009 STANDARDS)

VEHICLE STORAGE AREA (ROCK/GRAVEL)

J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
FLORIDA REGISTRATION NO. LA00004716
5601 REVELWOOD LOOP WINTER PARK, FL 32782
PHONE: 407-719-7241 FAX: 407-671-6204



MATCHLINE (SEE L1)

TREE REPLACEMENT DATA:

TOTAL SITE CLEARING AREA
= 2,521,688 S.F. (57.89 AC)

SPECIMEN TREE CHART (24" OR GREATER DBH)

TOTAL NO.	TOTAL CALIPER	REMOVE		REMAIN	
		NO.	CALIPER	NO.	CALIPER
38	1,391"	36	1,297"	2	94"

NON-SPECIMEN TREE CHART (6" TO 23" DBH)
(EXCLUDES EXOTIC TREE SPECIES)

TOTAL NO.	TOTAL CALIPER	REMOVE		REMAIN	
		NO.	CALIPER	NO.	CALIPER
187	2,286"	158	2,018"	29	268"

TOTAL TREE STOCK REQUIREMENT:

SPECIMEN TREE STOCK FORMULA CAP: 12,608 INCHES DBH
(AT 1" REPLACEMENT FOR 1" REMOVED)
NON-SPECIMEN TREE STOCK FORMULA CAP: 6,826 INCHES DBH
(AT 1" REPLACEMENT FOR 1" REMOVED)
TOTAL MAXIMUM TREE REPLACEMENT: 3,281.0 INCHES DBH
PROPOSED REPLACEMENT INCHES: 712.5 INCHES DBH
REPLACEMENT DEFICIT INCHES: 2,548.5 INCHES DBH

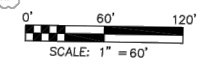
NOTE: TREE REPLACEMENT DEFICIT = 2,548.5 INCHES. OWNER HEREBY COMMITS TO PAYMENT INTO THE CITY'S TREE BANK FUND FOR AMOUNT TOTALING \$ 25,485.00 @ \$10.00 PER INCH DEFICIT.

NOTE: THE LIMITS OF TREE CLEARING SHALL INCLUDE ONLY THOSE AREAS REQUIRED TO CONSTRUCT THE PROPOSED VEHICLE STORAGE AREAS, PAVED AREAS, BUILDING, UTILITIES AND RETENTION POND AS SHOWN. ALL OTHER AREAS SHALL BE UNDISTURBED.
NOTE: TREE TRIMMING SHALL REQUIRE REVIEW AND APPROVAL BY THE CITY THROUGH AN ARBOR PERMIT.

CITY OF APOPKA LANDSCAPE ORDINANCE 2069 REQUIREMENTS

- MINIMUM TREE REQUIREMENT OF 1 TREE PER 8,000 SQUARE FEET OF SITE AREA : (57.89 AC) 2,521,688 SF/8,000 = 316 TREES MIN. REQUIRED, 316 PROVIDED BY 285 PROPOSED TREES AND 31 EXISTING TREES TO REMAIN.
- SR 441 25' WIDE R-O-W BUFFER 1,369 LF.: 120.0" DBH REQUIRED @ 3.5" PER 1,000 SF (34,200 SF TOTAL) 260.0" DBH PROVIDED
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- GENERAL ELECTRIC RD. 25' WIDE R-O-W BUFFER 993 LF.: 87.5" DBH REQ'D. @ 3.5" PER 1,000 SF (24,825 SF) 87.5" DBH PROVIDED
- EAST BUFFER 10' WIDE ALONG I-1 ZONING 1,805 LF.: 64.0" DBH REQUIRED @ 3.5" PER 1,000 SF (18,050 SF), 135.0" DBH PROVIDED
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GROSS PARKING AREA = 20,000 SF X 30% = 6,000 SF SHADE AREA REQUIRED AND PROVIDED (SEE MATURE CANOPY SIZES)
12 SHADE TREES PROVIDED FOR 68 PARKING SPACES @ 1 PER 6 SPACES.

NOTE: PROPOSED DECORATIVE WALLS SHALL BE APPROVED BY THE CITY OF APOPKA COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO CONSTRUCTION.



TREE SYMBOLS LEGEND

- 40 - LIVE OAK TREES @ 2-1/2" DBH = 100.0"
- 25 - MAGNOLIA TREES @ 2-1/2" DBH = 62.5"
- 102 - RED CEDAR TREES @ 2-1/2" DBH = 255.0"
30' OC
- 118 - WAX MYRTLE TREES @ 2-1/2" DBH = 295.0"
- TREE TOTAL = 285
712.5" DBH = TOTAL REPLACEMENT INCHES
- 1,660 - SUSPENSUM VIBURNUM BUFFER & FOUNDATION SHRUBS: 24" MINIMUM HEIGHT SPACED 36" OC
- SOD: ARGENTINE BAHIA SOLID SOD (MEETS LDC ART. V WATER-WISE ORDINANCE 2069 STANDARDS)

VEHICLE STORAGE AREA (ROCK/GRAVEL)

J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
FLORIDA REGISTRATION NO. LA0000476
9401 REVELLWOOD LOOP, WINTER PARK, FL 32710
PHONE: 407-178-2124 FAX: 407-671-6304

LANDSCAPE AND IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

J. Scott Liberty
SIGNATURE LA0001476 MARCH 9, 2016
REG. NO. DATE

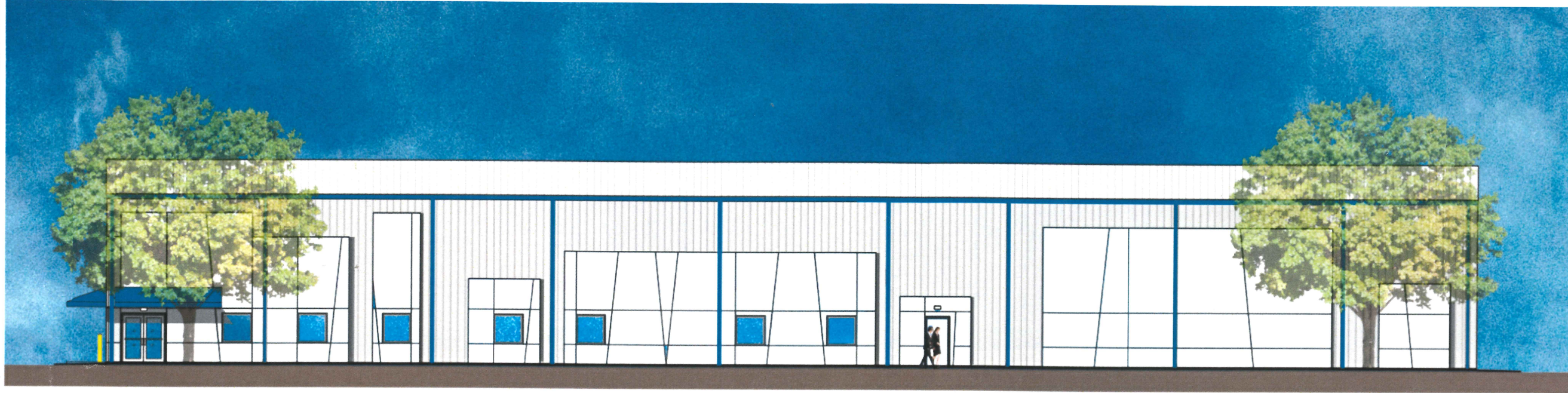
EXHIBIT C-2

DATE: 05/04/2016
BEI JOB No.: 1513.101
SCALE: N.T.S.

COPART
LANDSCAPE PLAN

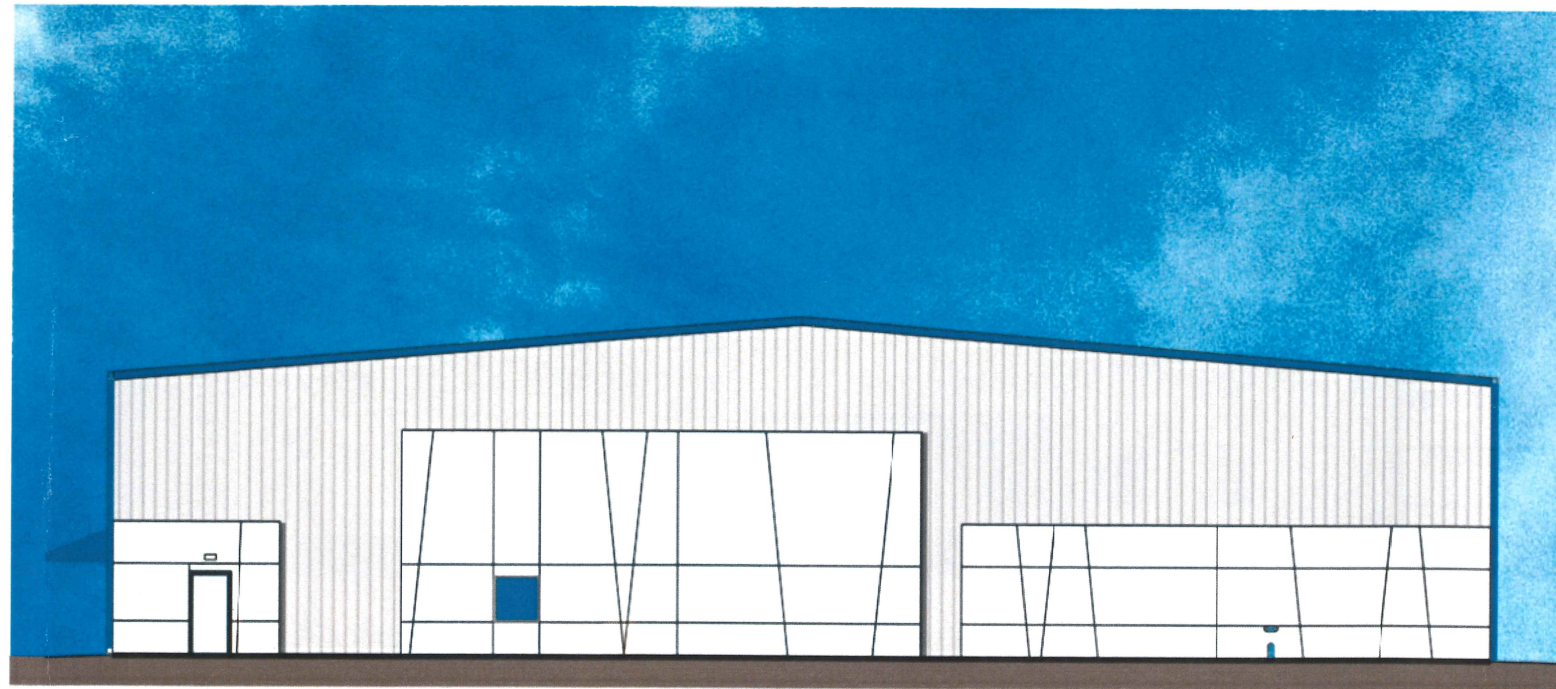
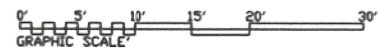
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engineering

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(407) 246-1260 Fax (407) 246-0423
www.burkettengineering.com



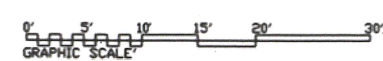
Exterior Elevation - North

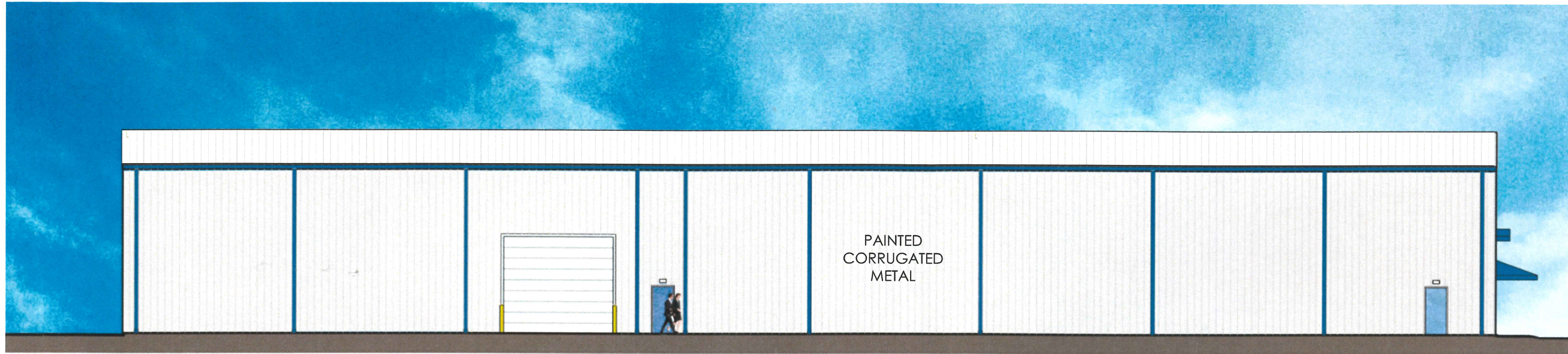
1/8"=1'-0"



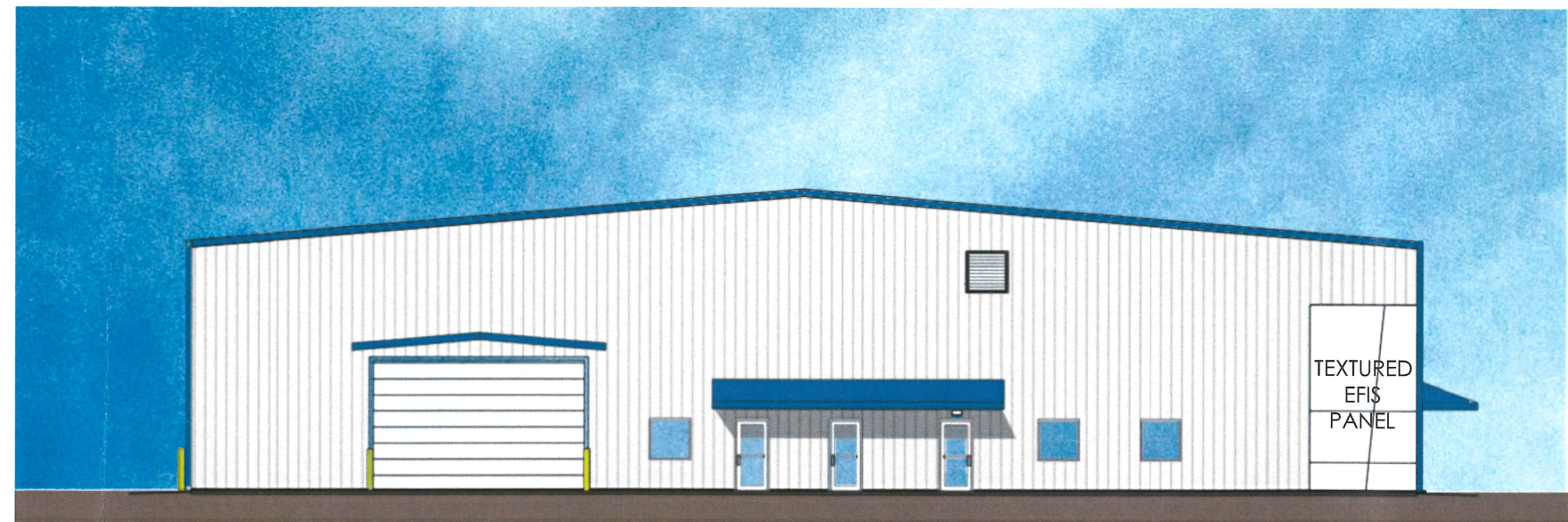
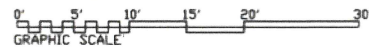
Exterior Elevation - West

1/8"=1'-0"



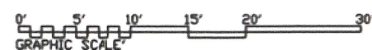


Exterior Elevation - South



Exterior Elevation - East

1/8"=1'-0"





COPART

PRELIMINARY DEVELOPMENT PLAN

FOR

COPART, INC.
14185 DALLAS PARKWAY
SUITE 300
DALLAS, TX 75254

TAX PARCEL ID NUMBER:
01-21-27-0000-00-032

Burkett | CIVIL ENGINEERING
engineering | CONSULTANTS

105 E. Robinson Street, Suite 501 Orlando, Florida 32801
(407) 246-1260 Fax (407) 246-0423
www.burkettengineering.com

City of Apopka, Florida
October 2015

REVISED MAY 2016

PRELIMINARY NOT FOR CONSTRUCTION

SHEET INDEX

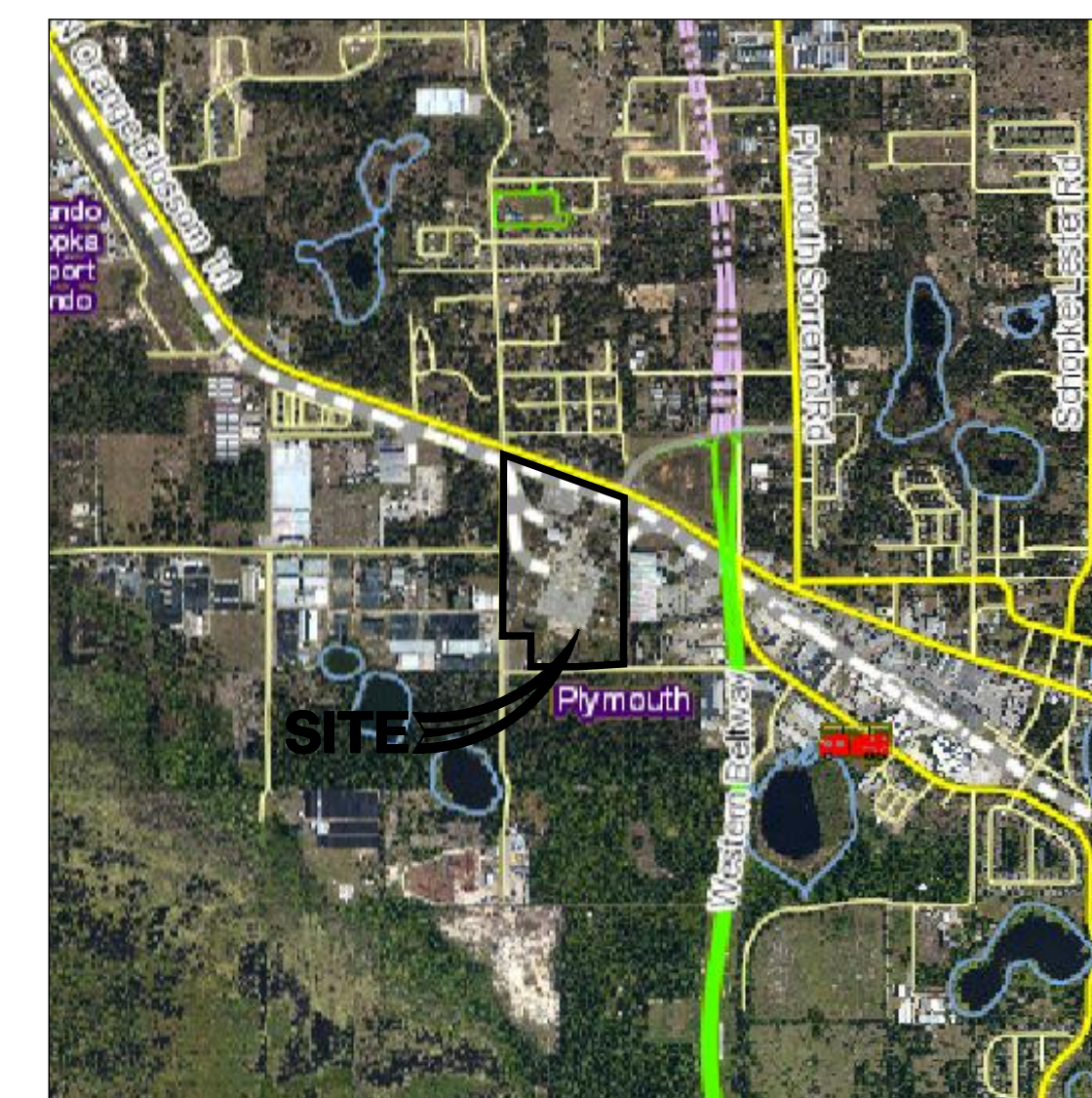
1. COVER SHEET
2. SYMBOLS AND ABBREVIATIONS
3. NOTES SHEET
4. OVERALL SITE PLAN
5. OVERALL DRAINAGE PLAN
6. SITE, DRAINAGE & UTILITY PLAN
7. SITE, DRAINAGE & UTILITY PLAN
8. SITE, DRAINAGE & UTILITY PLAN
9. STORMWATER POLLUTION PREVENTION PLAN
10. PAVING AND DRAINAGE DETAILS
- A2.01 ARCHITECTURAL FLOOR PLAN
- A4.01 ARCHITECTURAL EXTERIOR ELEVATIONS
- E1.01 ELECTRICAL SITE PLAN
- E1.02 PHOTOMETRIC SITE PLAN
- E1.03 SITE PLAN FIXTURE SPECIFICATIONS
- L1 LANDSCAPE PLAN
- L2 LANDSCAPE PLAN
- BOUNDARY AND TOPOGRAPHIC SURVEY



NOTE:
A LETTER MUST BE OBTAINED FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FFWCC) REGARDING WILDLIFE MANAGEMENT PLAN FOR GOPHER TORTOISES, OSPREY NESTS AND EASTERN INDIGO SNAKES PRIOR TO ANY CONSTRUCTION ACTIVITIES OCCURRING ON SITE.

LOCATION MAP

3351 W. ORANGE BLOSSOM TRAIL
APOPKA, FL 32712-5851



SCALE: 1" = 2,000'

SECTION 01
TOWNSHIP 21
RANGE 27

ENGINEER IN CHARGE:
RENE J. SCHNEIDER P.E.

REG. # 61483
BURKETT ENGINEERING, INC.
CERT. OF AUTH. NO. 7105

REVISION	REVISION PER CITY OF APOPKA AND OTHER COMMENTS	DATE	BY
1	ADDED NOTE PER CITY COMMENTS	11/5/15	JCM
2	REVISION PER CITY OF APOPKA		
3	REVISION PER CITY OF APOPKA		
4	REVISION PER CITY OF APOPKA		

ABBREVIATIONS

A	AREA ANCHOR BOLT ABANDON(ED) ACRE(S) ACRE FOOT/FEET ASBESTOS CEMENT PIPE ADDITIONAL AVERAGE DAILY TRAFFIC ALUMINUM ALTERNATE BEFORE NOON AMPERE(S) APPROXIMATE AIR RELEASE VALVE AIR RELEASE VACUUM VALVE ASPHALT ASSEMBLY AVENUE AVERAGE AZIMUTH	B	BACKFLOW PREVENTER BASELINE BUILDING BOULEVARD BENCH MARK BOUNDARY BLOWOFF BACK OF CURB BOTTOM BOTTOM OF WALL BEARING BOTTOM OF SLOPE BUTTERFLY VALVE BEGIN VERTICAL CURVE	C	CAPACITY CATCH BASIN CENTER TO CENTER CEMENT CUBIC FEET CUBIC FEET PER MINUTE CUBIC FEET PER SECOND CURB AND GUTTER CAST IRON CAST IRON PIPE CONSTRUCTION JOINT CENTER LINE CONCRETE LIGHT POLE CLEAR/CLEARANCE CLASS CONCRETE MONUMENT CORRUGATED METAL PIPE CORRUGATED METAL PIPE ARCH CONDUIT COUNTY CLEANOUT COLUMN COMPLETE CONCRETE CONNECTION CONSTRUCTION(ION) CONTINUOUS COORDINATE(S) CORNER COUPLING CONCRETE POWER POLE CONTROL STRUCTURE COATING CENTER CABLE TELEVISION CULVERT CHECK VALVE CUBIC YARD CYLINDER	D	DOUBLE DIAMETER AT BREAST HEIGHT DEGREE DEFLECT(ION) DEPARTMENT DETENTION DESIGN HIGH WATER LEVEL DUCTILE IRON DIAMETER DIAGONAL DIMENSION DUCTILE IRON PIPE DISCHARGE DISTANCE DROP MANHOLE DOWN DRAIN DRAWING DRIVEWAY	E	EAST EACH EDGE OF CONCRETE ENERGY DISSIPATOR EACH FACE EFFLUENT EXISTING GRADE EASEMENT LINE ELBOW ELECTRIC ELEVATION ELLIPSE/ELLIPTICAL ENCASEMENT ENGINEER(ING) EDGE OF PAVEMENT EQUATION EQUIPMENT EQUIVALENT EASEMENT ESTIMATE END VERTICAL CURVE EACH WAY ENDWALL EXCAVATE EXISTING EXPAND/EXPANSION EXTEND/EXTENSION	F	FINISHED GRADE FIRE HYDRANT FURNISH AND INSTALL FIGURE FINISHED FITTING FENCE LINE FLOOR FLEXIBLE FLANGE FORCE MAIN FOUND FEET PER HOUR FEET PER MINUTE FEET PER SECOND FEET/FOOT FOOTING	G	GAUGE GALLON GALVANIZED GAS MAIN GALLONS PER DAY GALLONS PER HOUR GALLONS PER MINUTE GALLONS PER SECOND GUARD RAIL GROUND/GRADE GALVANIZED STEEL PIPE GATE VALVE GATE VALVE AND BOX GUY WIRE GROUND WATER TABLE	H	HOSE BIBB HARDWARE HIGH DENSITY POLYETHYLENE PIPE HOME OWNERS ASSOCIATION HORIZONTAL HORSEPOWER HOUR HEIGHT HEADWALL HIGH WATER LEVEL HIGHWAY HYDRANT	I	INTERSTATE HIGHWAY INTERSECTION ANGLE INSIDE DIAMETER INSIDE FACE INCHES INLET INSERT INSTALL IRON PIPE IRON ROD INTERSECT/INTERSECTION INVERT	J	JUNCTION BOX JUNCTION JOIST JOINT	L	LATITUDE LATERAL POUND LINEAR FEET/FOOT LONGITUDE LIMIT(S) LIGHT POLE LIFT STATION LEFT LOW WATER LEVEL	M	MAINTENANCE MATERIAL MAXIMUM MECHANICAL MITERED END SECTION MANUFACTURER MILLION GALLONS PER DAY MANHOLE MEAN HIGH WATER LEVEL MINIMUM MISCELLANEOUS MECHANICAL JOINT METAL LIGHT POLE MEAN LOW WATER LEVEL MONUMENT MAINTENANCE OF TRAFFIC MILES PER HOUR MEAN SEA LEVEL MOUNTING	N	NORTH NOT APPLICABLE NORMAL CONTROL LEVEL NORTHWEST NATURAL GROUND NOT IN CONTRACT NUMBER NOMINAL NOT TO SCALE NORTHWEST NORMAL HIGH WATER ELEVATION NORMAL WATER LEVEL	O	ON CENTER OUTSIDE DIAMETER OR EQUAL OPENING OPPOSITE OVAL REINFORCED CONCRETE PIPE OUTFALL STRUCTURE OVERFLOW OVERHEAD	P	POINT OF CURVATURE POINT OF COMPOUND CURVATURE POLYETHYLENE PIPE POINT OF INTERSECTION POST INDICATOR VALVE PROPERTY LINE POINT OF BEGINNING PUSH ON JOINT POINT OF SERVICE	Q	FLOW RATE	R	RADIUS REINFORCED CONCRETE PIPE REINFORCED CONCRETE PIPE ARCH ROAD ROADWAY REDUCER REFERENCE REINFORCE(D) REQUIRED REVISE/REVISION RADIAL POINT REDUCED PRESSURE BACKFLOW PREVENTER REVOLUTIONS PER MINUTE RAILROAD RIGHT RELIEF VALVE RIGHT-OF-WAY REUSE WATER MAIN	S	SOUTH SANITARY SEWER SPLASH BLOCK SCHEDULE SIDE DRAIN SHELF DRAIN SOUTHWEST SECONDS SECTION SQUARE FEET SHEET SHEETING SEASONAL HIGH WATER LINE SIMILAR SETBACK LINE SLOPE SHEET METAL SPECIFICATIONS SQUARE SQUARE INCHES SQUARE YARDS STATE ROAD STAINLESS STEEL STREET STATION STANDARD STEEL STRUCTURE STORM SEWER SUPPORT SUSPEND/SUSPENSION SERVICE SOUTHWEST SIDEWALK SYMBOL(S) SYMMETRICAL SYSTEM	T	TANGENT TURB BLOCK TOP AND BOTTOM TEMPORARY BENCH MARK TIME OF CONCENTRATION TRENCH DRAIN TOTAL DYNAMIC HEAD TOP ELEVATION TECHNICIAN/TECHNICAL TEMPORARY TERMINAL LAMPHOLE TOP OF BANK TOP OF CURB TOE OF SLOPE TOTAL TOP OF WALL TOP OF SLOPE TOWNSHIP TYPICAL	U	UNDERDRAIN UNDERGROUND UNDERGROUND TELEPHONE CABLE	V	VALVE BOX VERTICAL CURVE VITRIFIED CLAY PIPE VERTICAL VERTICAL POINT OF CURVE VERTICAL POINT OF INTERSECTION VERTICAL POINT OF TANGENCY VOLTS	W	WEST WITH WATER MAIN WITHOUT WATER/WEATHER PROOF WOOD POWER POLE WATER SURFACE WET SEASON WATER TABLE WEIGHT WATER VALVE WELDED WIRE FABRIC WELDED WIRE MESH	Y	YARD YEAR	Misc.	AND AT DELTA
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EXISTING SYMBOLS

LINES

BARBED WIRE FENCE	
CENTER LINE	
CHAIN LINK FENCE	
CONTOURS	
EASEMENT LINE	
LOT LINES	
PROPERTY LINE	
RIGHT-OF-WAY	
RETAINING WALL	
SHORELINE	
WETLAND LIMITS	
FENCE OR WALL	

SANITARY SEWER

100 LINEAR FEET SANITARY 8" PVC PIPE @ 0.30% SLOPE	
CLEANOUT	
DBL SEWER LATERAL	
SINGLE SEWER LATERAL	
4" PVC PIPE FORCE MAIN	
MANHOLE	

STORM DRAIN

100 LINEAR FEET STORM 24" RCP @ 0.21% SLOPE	
6" PVC UNDERDRAIN	
DRAINAGE FLOW ARROW	
CURB INLET	
MANHOLE	
MITERED END SECTION	
SLOPE DIRECTIONAL FOR PONDS	
SPOT GRADE	
STORM INLET	

WATER

6" PVC WATER MAIN	
11 1/4" BEND	
22 1/2" BEND	
45° BEND	
90° BEND	
TEE	
CROSS	
FIRE DEPT. CONNECTION	

HIGHWAY & UTILITIES

BENCH MARK	
BOUNDARY CORNER	
CONCRETE	
COUNTY ROADS	
INTERSTATE ROADS	
LIGHT POLE	
MISC ROAD SIGN	
SECTION CORNER	
EDGE OF PAVEMENT W/O CURB	

PROPOSED SYMBOLS

LINES

METAL WALL	
CENTER LINE	
CHAIN LINK FENCE	
CONTOURS	
EASEMENT LINE	
EROSION CONTROL	
LOT LINES	
PROPERTY LINE	
RIGHT-OF-WAY	
RETAINING WALL	
SHORELINE	
WETLAND LIMITS	
MANSONRY WALL	

SANITARY SEWER

100 LINEAR FEET SANITARY 8" PVC PIPE @ 0.30% SLOPE	
CLEANOUT	
DBL SEWER LATERAL	
SINGLE SEWER LATERAL	
4" PVC PIPE FORCE MAIN	
MANHOLE	

STORM DRAIN

100 LINEAR FEET STORM 24" RCP @ 0.21% SLOPE	
6" PVC UNDERDRAIN	
DRAINAGE FLOW ARROW	
CURB INLET	
MANHOLE	
MITERED END SECTION	
SLOPE DIRECTIONAL FOR PONDS	
SPOT GRADE	
STORM INLET	
STRUCTURE NUMBER	

WATER

6" PVC WATER MAIN	
11 1/4" BEND	
22 1/2" BEND	
45° BEND	
90° BEND	
TEE	
CROSS	
FIRE DEPT. CONNECTION	

HIGHWAY & UTILITIES

BOUNDARY CORNER	
CONCRETE	
INTEGRAL CURB w/SWK	
LIGHT POLE	
MISC ROAD SIGN	
EDGE OF PAVEMENT W/O CURB	
CURB & PAVEMENT	
DETAIL REFERENCE	

FF ELEVATION & FHA LOT GRADING TYPE	
HANDICAP PARKING	
PAVEMENT MARKINGS	

DATE	06/09/15
PROJECT NO.	1513.11
DRAWN BY:	JCM
DESIGNED BY:	RJS
CHECKED BY:	RJS
ENGINEER IN CHARGE:	RENE J. SCHNEIDER, P.E.

PRELIMINARY NOT FOR CONSTRUCTION

DATE	DESCRIPTION
02/07/16	REVISED PER CITY OF APOPKA AND OWNER COMMENTS
03/07/16	REVISED PER CITY OF APOPKA
11/2/15	ADD CONCRETE APPROACH LABEL
	REVISED PER CITY OF APOPKA

COPART
PRELIMINARY DEVELOPMENT PLAN
FOR COPART, INC.
OVERALL SITE PLAN

DATE:	10/9/15
PROJECT NO.:	1513.11
DRAWN BY:	JCM
DESIGNED BY:	RJS
CHECKED BY:	RJS
ENGINEER IN CHARGE:	RENE J. SCHNEIDER, P.E.

REG. # 61483
BURKETT ENGINEERING, INC.
CERT. OF AUTH. NO. 7105

LEGEND

VEHICLE STORAGE AREA (ROCK/GRAVEL)

ASPHALT DRIVEWAY

NOTES:
1. DRIVE AISLES AND VEHICLE STORAGE AREAS ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL ENGINEERING.
2. PROVIDE CROSS ACCESS EASEMENT TO ABUTTING PROPERTY TO THE NORTHEAST OF THE SITE. PARCEL NO. 06-21-28-7172-18-141 OWNED BY QRS 10-18 FL, INC.

PROPERTY INFORMATION

JURISDICTION:	CITY OF APOPKA
ZONING:	I-1
LAND USE:	CONTAINER NURSERY
BUSINESS NAME:	WHITE SANDS NURSERIES

PROPERTY INFORMATION

JURISDICTION:	CITY OF APOPKA
ZONING:	I-1
LAND USE:	FERNERY
BUSINESS NAME:	BAYWOOD NURSERIES CO. INC.

PROPERTY INFORMATION

JURISDICTION:	CITY OF APOPKA
ZONING:	I-1
LAND USE:	ORNAMENTAL/NON-AG AGERAGE
BUSINESS NAME:	STONE, MICHAEL & DEBORAH

PROPERTY INFORMATION

JURISDICTION:	UNINCORPORATED
ZONING:	R-3
LAND USE:	SINGLE FAMILY
PROPERTY OWNER:	DARREN HINES & ERIC HINES

PROPERTY INFORMATION

JURISDICTION:	UNINCORPORATED
ZONING:	R-3
LAND USE:	VACANT RESIDENTIAL
PROPERTY OWNER:	MICHAEL & DEBRA STONE

PROPERTY INFORMATION

JURISDICTION:	UNINCORPORATED
ZONING:	R-3
LAND USE:	SINGLE FAMILY
PROPERTY OWNER:	ANDREW & SAUNDRA LEWIS

PROPERTY INFORMATION

JURISDICTION:	UNINCORPORATED
ZONING:	R-3
LAND USE:	SINGLE FAMILY
PROPERTY OWNER:	ARTHUR & RUBY MONROE

PROPERTY INFORMATION

JURISDICTION:	UNINCORPORATED
ZONING:	R-3
LAND USE:	SINGLE FAMILY
PROPERTY OWNER:	MONROE FAMILY

PROPERTY INFORMATION

JURISDICTION:	UNINCORPORATED
ZONING:	C-3/R-3
LAND USE:	WAREHOUSING/SINGLE FAMILY
PROPERTY OWNER:	JUAN VEREN

PROPERTY INFORMATION

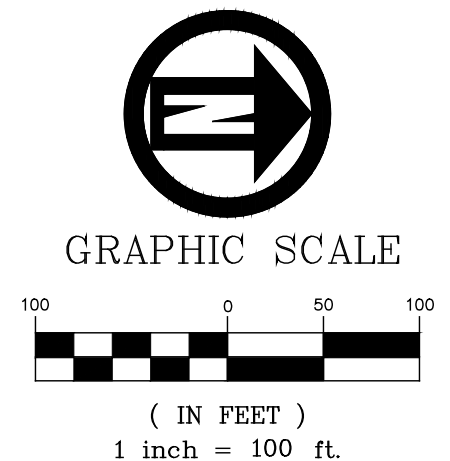
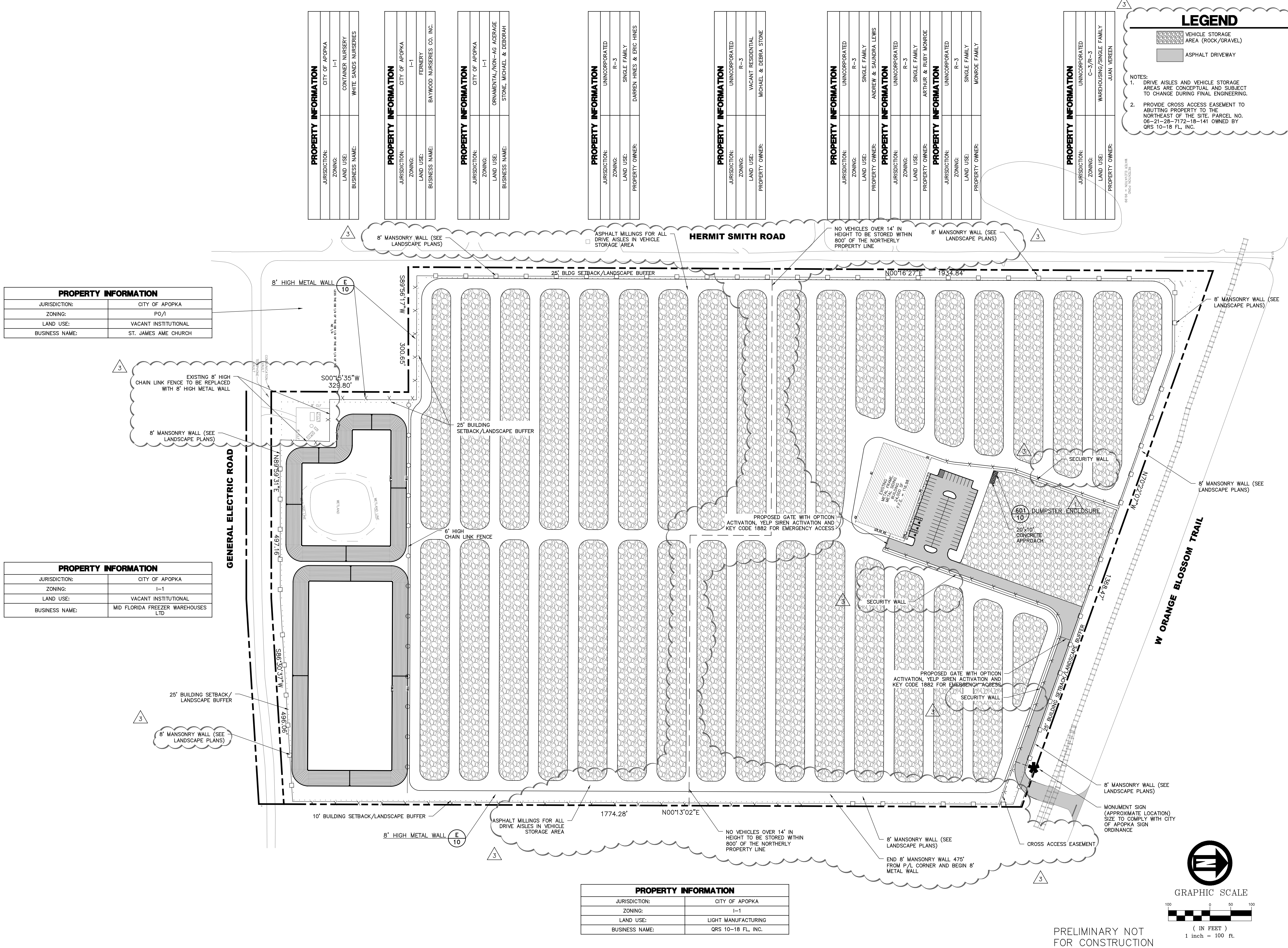
JURISDICTION:	CITY OF APOPKA
ZONING:	PO/I
LAND USE:	VACANT INSTITUTIONAL
BUSINESS NAME:	ST. JAMES AME CHURCH

PROPERTY INFORMATION

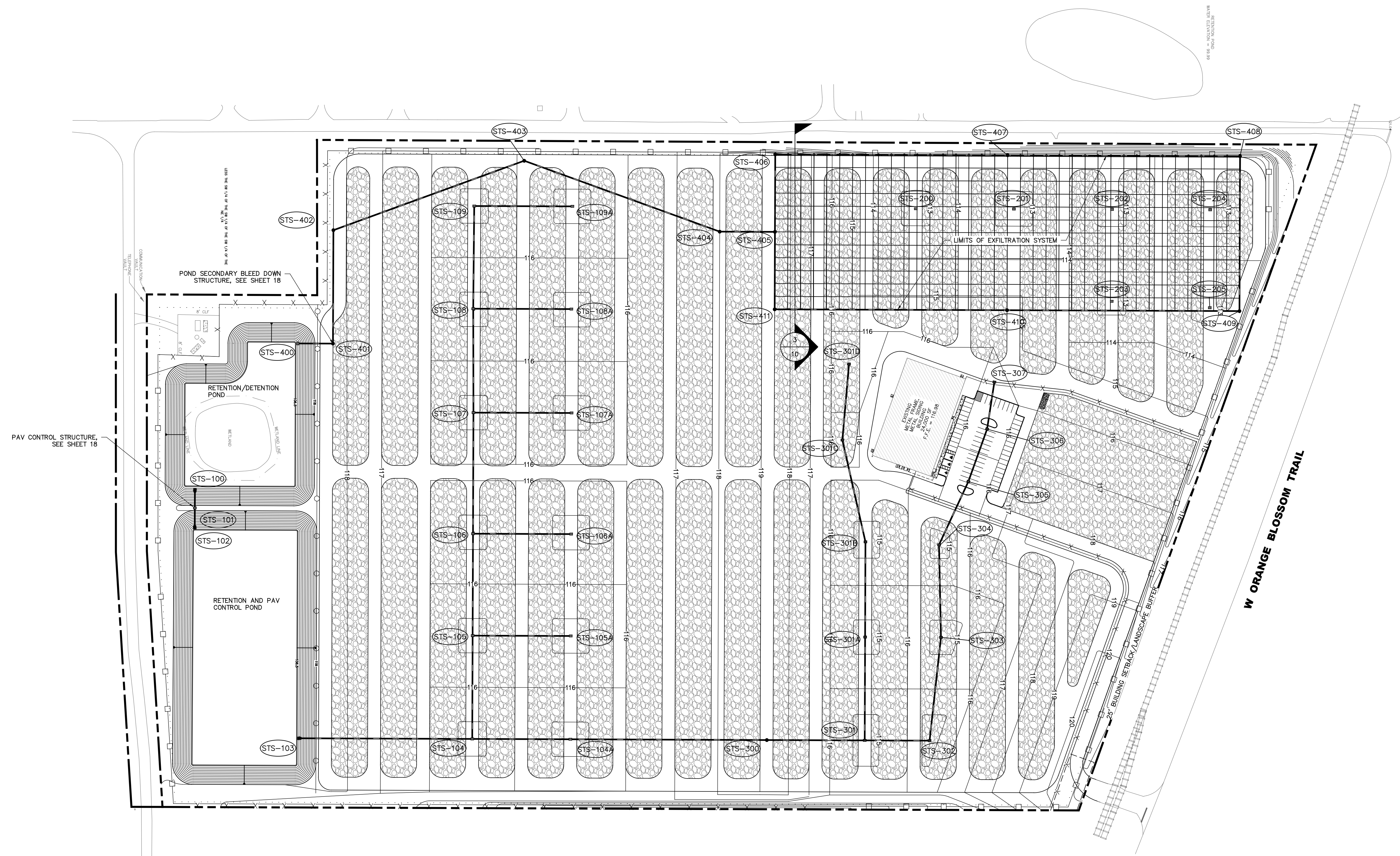
JURISDICTION:	CITY OF APOPKA
ZONING:	I-1
LAND USE:	VACANT INSTITUTIONAL
BUSINESS NAME:	MID FLORIDA FREEZER WAREHOUSES LTD

PROPERTY INFORMATION

JURISDICTION:	CITY OF APOPKA
ZONING:	I-1
LAND USE:	LIGHT MANUFACTURING
BUSINESS NAME:	QRS 10-18 FL, INC.



PRELIMINARY NOT FOR CONSTRUCTION



PAV CONTROL STRUCTURE
SEE SHEET 18

POND SECONDARY BLEED DOWN
STRUCTURE, SEE SHEET 18

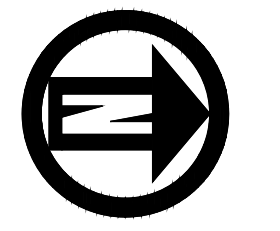
RETENTION/DETENTION
POND

RETENTION AND PAV
CONTROL POND

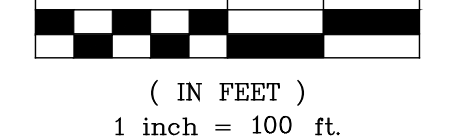
EXISTING METAL FRAMING
MECHANICAL ROOM
2.4' x 10' x 10'
F.T.E. = 10,996

25' BUILDING SETBACK/LANDSCAPE BUFFER

W ORANGE BLOSSOM TRAIL



GRAPHIC SCALE



PRELIMINARY NOT
FOR CONSTRUCTION

DATE	DESCRIPTION	REV	R/S	JCM	WEB	VOP
02/07/16	REVISION PER CITY OF APOPKA					
10/22/15	REVISED LAYOUT					

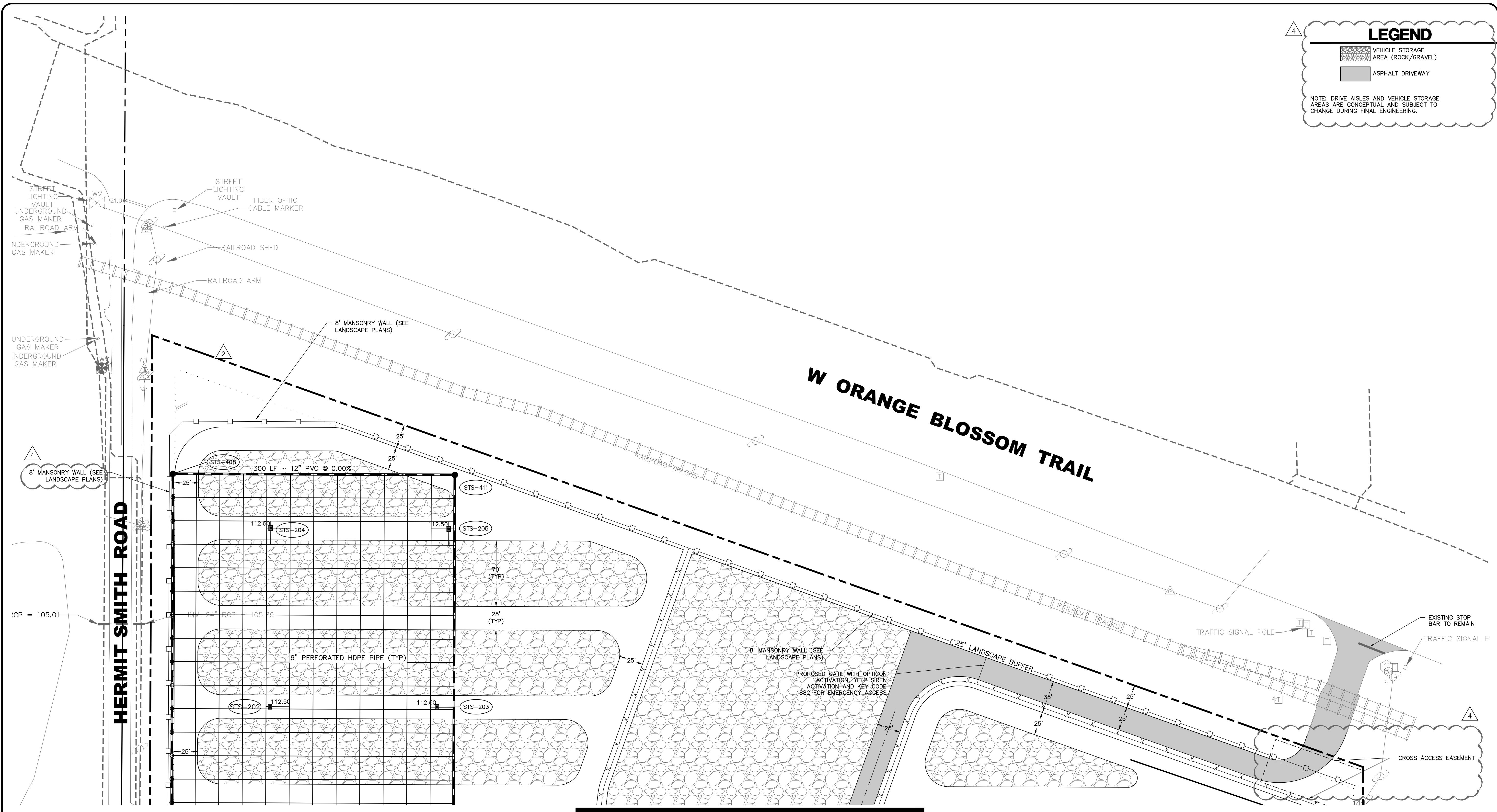
COPART
PRELIMINARY DEVELOPMENT PLAN
FOR COPART, INC.
OVERALL DRAINAGE PLAN

DATE: 10/9/15
PROJECT NO.: 1513.11
DRAWN BY: JCM
DESIGNED BY: RJS
CHECKED BY: RJS
ENGINEER IN CHARGE: RENE J. SCHNEIDER, P.E.

REG. # 61483
BURKETT ENGINEERING, INC.
CERT. OF AUTH. NO. 7105

SHEET NO.

5



LEGEND

- VEHICLE STORAGE AREA (ROCK/GRAVEL)
- ASPHALT DRIVEWAY

NOTE: DRIVE AISLES AND VEHICLE STORAGE AREAS ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL ENGINEERING.

Burkett
engineering
CONSULTANTS

105 E. Robinson Street, Suite 501 Orlando, Florida 32801
(407) 246-1260 Fax (407) 246-0423
www.burkettengineering.com

DATE	DESCRIPTION
10/22/15	REVISED LAYOUT
11/2/15	REVISED FENCE AND WALL LINE TYPE
10/27/15	REVISED PER CITY OF APOPKA
10/27/15	REVISED PER CITY OF APOPKA
08/25/15	REVISED PER CITY OF APOPKA AND OWNER COMMENTS
	DESIGNED BY: JCM
	DRAWN BY: RJS
	CHECKED BY: RJS
	DATE

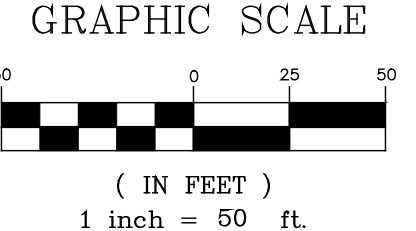
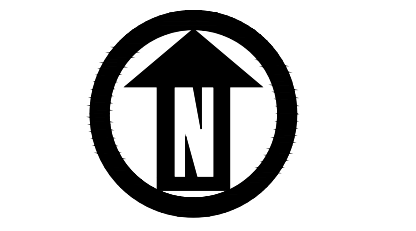
COPART
PRELIMINARY DEVELOPMENT PLAN
FOR COPART, INC.

SITE, DRAINAGE & UTILITY PLAN

DATE: 10/9/15
PROJECT NO.: 1513.11
DRAWN BY: JCM
DESIGNED BY: RJS
CHECKED BY: RJS
ENGINEER IN CHARGE: RENE J. SCHNEIDER, P.E.

REG. # 61483
BURKETT ENGINEERING, INC.
CERT. OF AUTH. NO. 7105

SHEET NO. **6**
OF: 18



PRELIMINARY NOT FOR CONSTRUCTION

MATCH LINE SEE SHEET 6

LEGEND

- VEHICLE STORAGE AREA (ROCK/GRAVEL)
- ASPHALT DRIVEWAY

NOTE: DRIVE AISLES AND VEHICLE STORAGE AREAS ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL ENGINEERING.

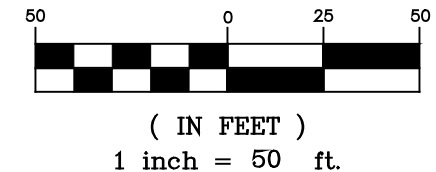
8' MANSIONRY WALL (SEE LANDSCAPE PLANS)

ASPHALT MILLINGS FOR ALL DRIVE AISLES IN VEHICLE STORAGE AREA

END 8' MANSIONRY WALL 475' FROM P/L CORNER AND BEGIN 8' METAL WALL

8' HIGH METAL WALL

GRAPHIC SCALE



DATE	DESCRIPTION
10/22/15	REVISED LAYOUT
11/2/15	REVISIONS PER CITY COMMENTS
10/27/15	REVISIONS PER CITY OF ADOPTA
10/27/15	REVISIONS PER CITY COMMENTS
08/25/15	REVISIONS PER CITY OF ADOPTA AND OWNER COMMENTS
08/25/15	REVISIONS PER CITY OF ADOPTA
08/25/15	REVISIONS PER CITY COMMENTS
08/25/15	REVISIONS PER CITY COMMENTS
08/25/15	REVISIONS PER CITY COMMENTS

COPART
PRELIMINARY DEVELOPMENT PLAN
FOR COPART, INC.

SITE, DRAINAGE & UTILITY PLAN

DATE: 10/9/15
PROJECT NO.: 1513.11
DRAWN BY: JCM
DESIGNED BY: RJS
CHECKED BY: RJS
ENGINEER IN CHARGE: RENE J. SCHNEIDER, P.E.

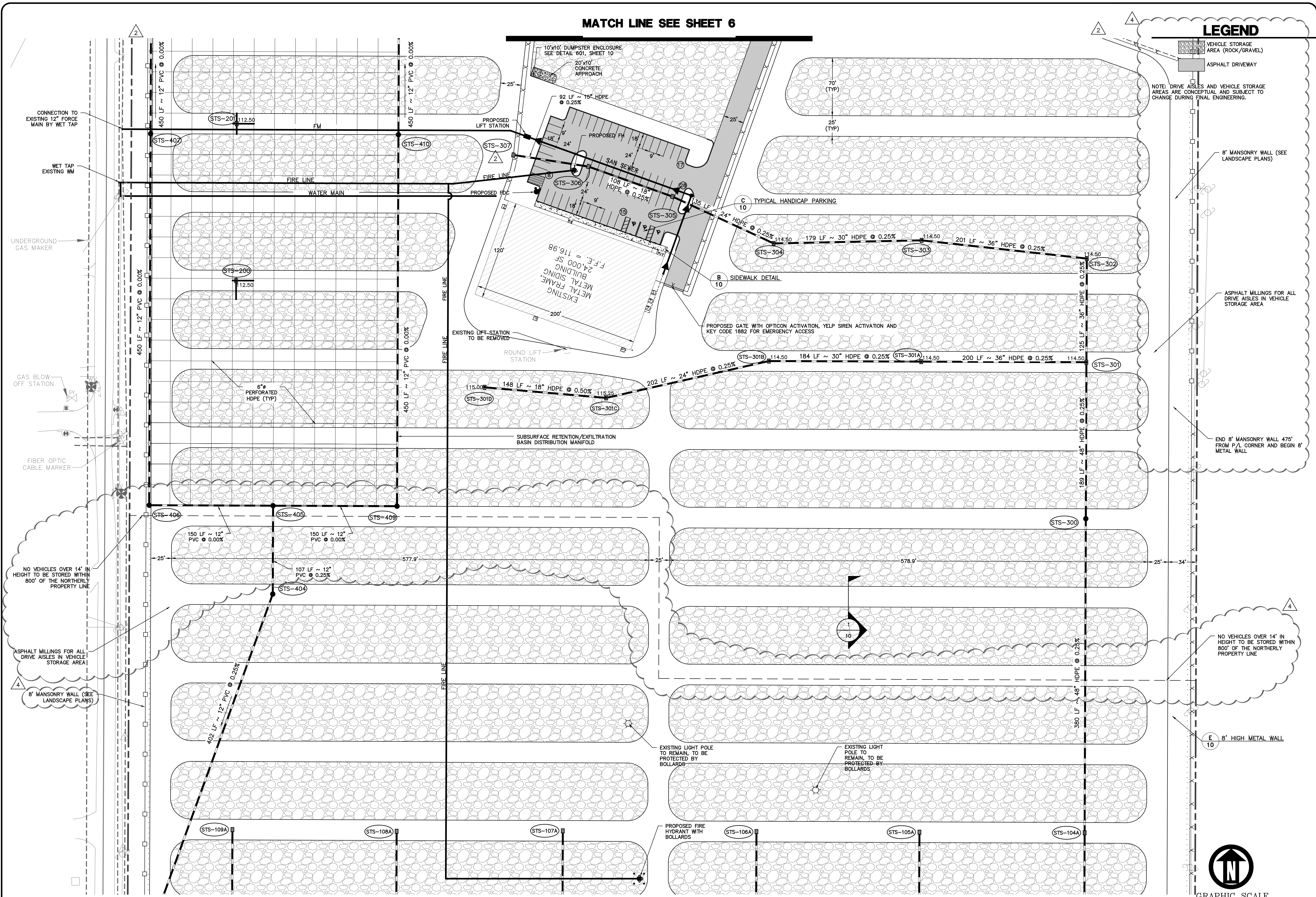
REG. # 61483
BURKETT ENGINEERING, INC.
CERT. OF AUTH. NO. 7105

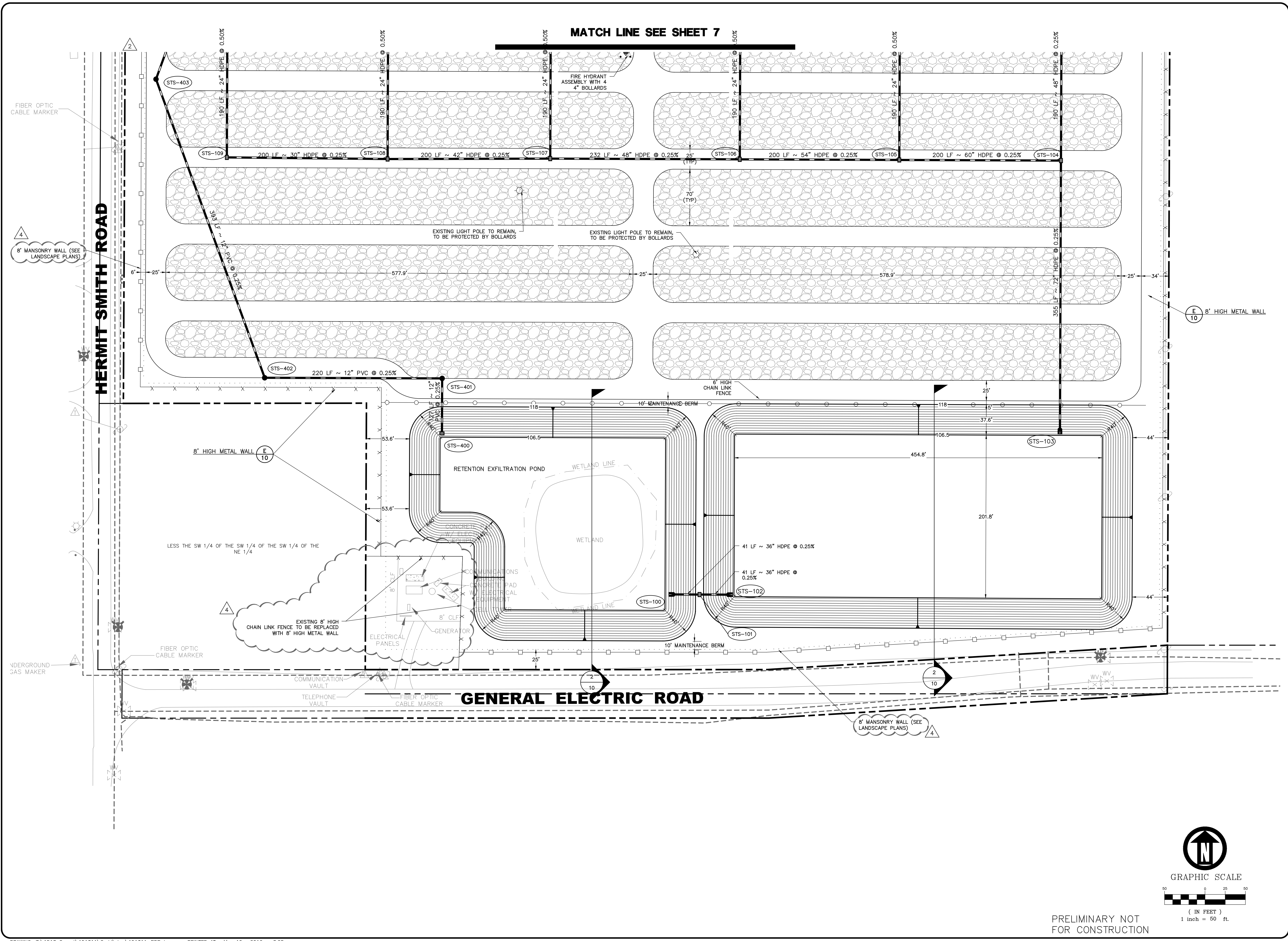
SHEET NO.

7
OF 18

MATCH LINE SEE SHEET 8

PRELIMINARY NOT FOR CONSTRUCTION





MATCH LINE SEE SHEET 7

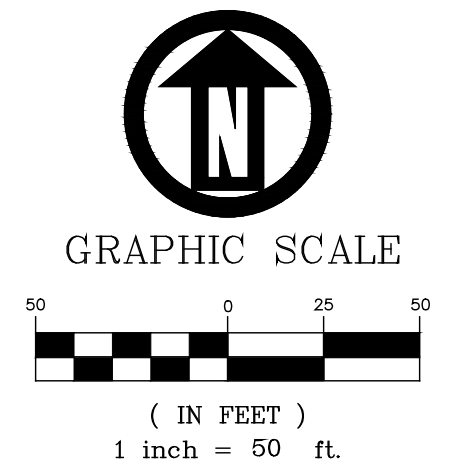
NO.	DATE	DESCRIPTION
1	08/05/15	ISSUED PER CITY OF APOPKA AND OWNER COMMENTS
2	08/05/15	ISSUED PER CITY OF APOPKA
3	10/07/15	REVISED PER CITY OF APOPKA
4	11/02/15	REVISED PER CITY COMMENTS
5	10/22/15	REVISED LAYOUT
6		REVISED PER CITY COMMENTS
7		REVISED PER CITY COMMENTS
8		REVISED PER CITY COMMENTS
9		REVISED PER CITY COMMENTS
10		REVISED PER CITY COMMENTS

COPART
PRELIMINARY DEVELOPMENT PLAN
FOR COPART, INC.
SITE, DRAINAGE & UTILITY PLAN

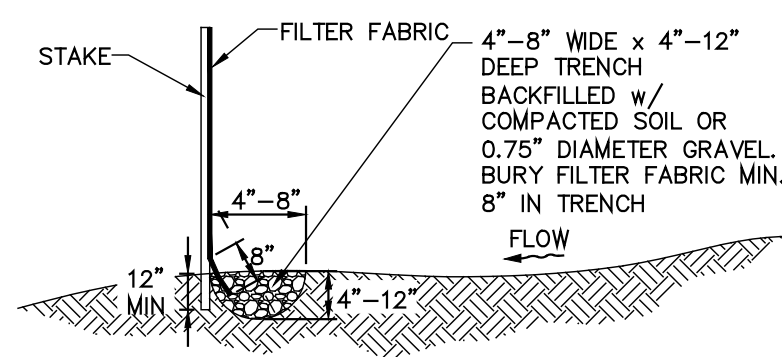
DATE:	10/9/15
PROJECT NO.:	1513.11
DRAWN BY:	JCM
DESIGNED BY:	RJS
CHECKED BY:	RJS
ENGINEER IN CHARGE:	RENE J. SCHNEIDER, P.E.

REG. # 61483
BURKETT ENGINEERING, INC.
CERT. OF AUTH. NO. 7105

SHEET NO.



PRELIMINARY NOT FOR CONSTRUCTION



DESCRIPTION OF PROJECT

THIS PROJECT WILL INCLUDE RENOVATION OF AN EXISTING BUILDING WITH ADJACENT PARKING FACILITIES AND AUTO STORAGE AREA. SOIL DISTURBING ACTIVITIES WILL INCLUDE: CLEARING AND GRUBBING; DEMOLITION OF EXISTING STRUCTURES AND INFRASTRUCTURE; INSTALLING A STABILIZED CONSTRUCTION ENTRANCE, PERIMETER, AND OTHER EROSION AND SEDIMENT CONTROLS; GRADING; EXCAVATION FOR THE STORMWATER PONDS, STORM SEWER, UTILITIES, CONSTRUCTION OF PARKING AREAS; AND PREPARATION FOR FINAL PLANTING AND SEEDING. THE STORMWATER FROM THIS SITE DISCHARGES TO THE PROPOSED STORMWATER POND.

SEQUENCE OF ACTIVITIES

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE
2. INSTALL DOWNSLOPE AND SIDESLOPE PERIMETER CONTROLS (E.G., SILT FENCE)
3. CONDUCT CLEARING AND GRUBBING
4. DEMOLITION OF EXISTING STRUCTURES AND INFRASTRUCTURE
5. CONDUCT EXCAVATION AND STOCKPILING ACTIVITIES
6. STABILIZE EXCAVATED AREAS AND STOCKPILES WITHIN 14 DAYS OF LAST CONSTRUCTION ACTIVITY IN THAT AREA
7. ROUGH GRADING AND INSTALLATION OF UTILITIES, STORM SEWER, AND CURB AND GUTTER
8. FINAL OR FINISH GRADING
9. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING
10. COMPLETE FINAL PAVING
11. REMOVE ACCUMULATED SEDIMENT FROM INLETS
12. REMOVE DOWNSLOPE AND SIDESLOPE PERIMETER CONTROLS AFTER ALL UPSTREAM AREAS ARE STABILIZED

1. SILT FENCE SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDEX 102, SHEET 3 OF 3.
2. STAKES SHALL BE INSTALLED ON DOWNSTREAM SIDE OF FILTER FABRIC.
3. FILTER FABRIC SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATION 985.
4. MAINTENANCE OF THE SILT FENCE SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATION 104-6.4.
5. WHEN SLOPES ARE GREATER THAN 2:1 OR MORE THAN 100 FEET IN LENGTH, A DOUBLE ROW OF SILT FENCE SHALL BE INSTALLED WITH ONE FOOT SEPARATION BETWEEN THE TWO ROWS OF SILT FENCE.
6. WHEN SEDIMENT HAS ACCUMULATED TO ONE-THIRD THE HEIGHT OF THE SILT FENCE, THE SEDIMENT SHALL BE REMOVED.

F SILT FENCE
NOT TO SCALE

STORMWATER POLLUTION PREVENTION AND SOIL EROSION & SEDIMENT CONTROL NOTES

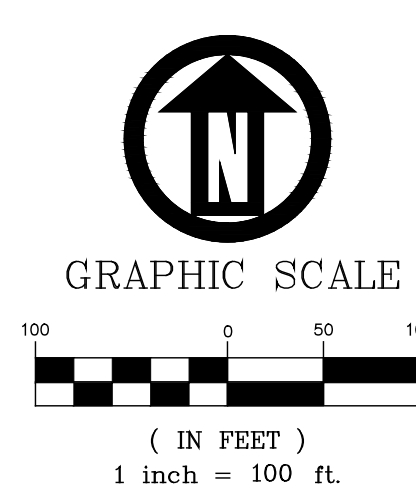
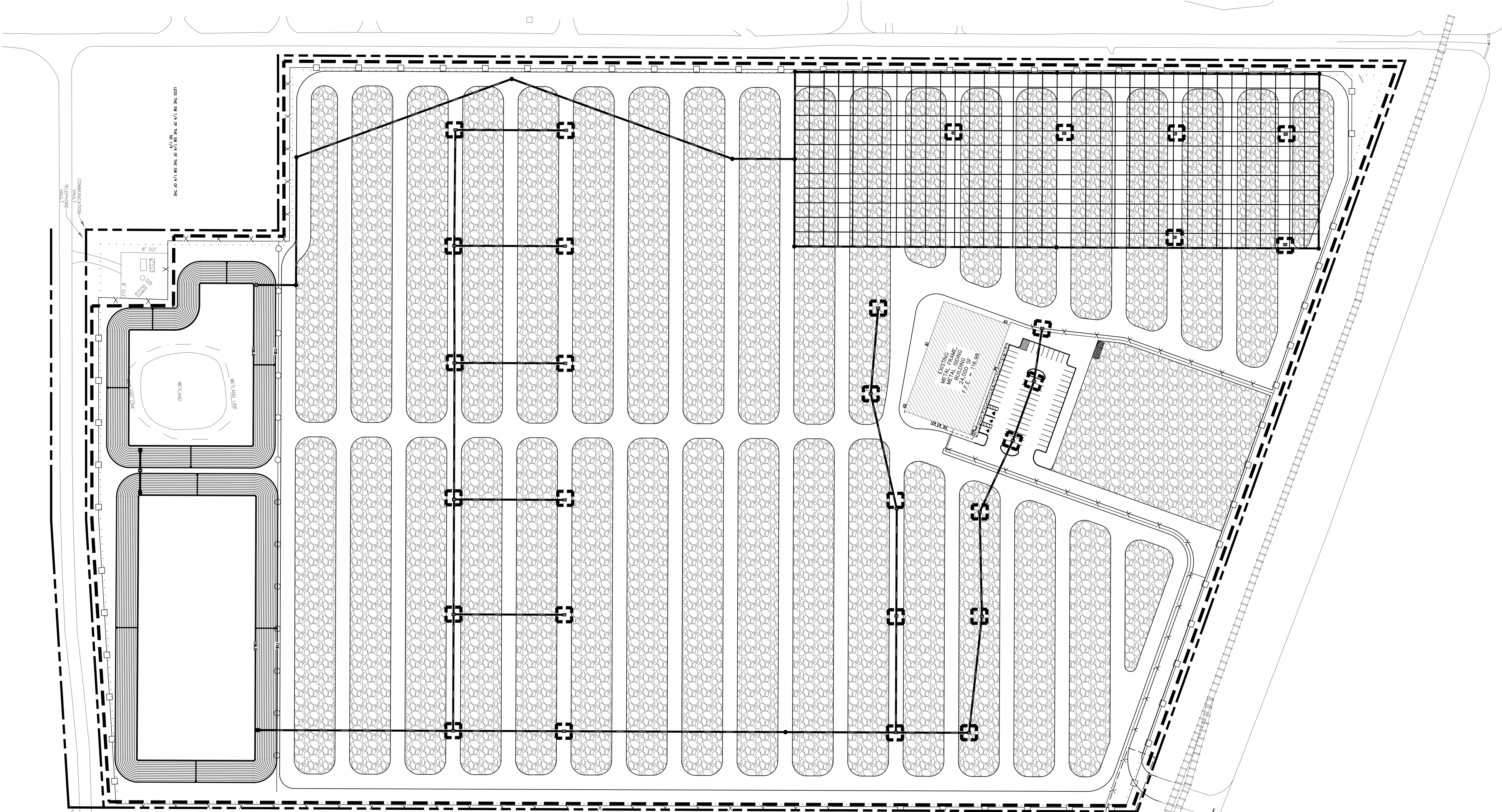
1. THIS PLAN SHALL BE AVAILABLE ON-SITE AT ALL TIMES DURING THE SITEWORK CONSTRUCTION.
2. THE "LIMITS OF DISTURBANCE" LINE SHOWN ON THIS PLAN INDICATES THE POINT BEYOND WHICH THE EXISTING VEGETATION SHOULD NOT BE IMPACTED.
3. STORMWATER POLLUTION PREVENTION MEASURES SHOWN HEREIN ARE THE MINIMUM REQUIRED. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ERECTING AND MAINTAINING AN EROSION AND SEDIMENT CONTROL SYSTEM TO MEET OSCEOLA COUNTY, WATER MANAGEMENT DISTRICT, FDP, AND NPDES REQUIREMENTS.
4. MEANS AND METHODS IN ACCORDANCE WITH STANDARD PRACTICE PER USDA-SCS-NRCS RECOMMENDED GUIDELINES AND AS AUGMENTED BY THE AFOREMENTIONED REGULATORY AUTHORITIES ARE THE CONTRACTORS RESPONSIBILITY FOR IMPLEMENTATION AND NPDES COMPLIANCE.
5. EACH AREA OF THE SITE SHALL NOT BE DISTURBED UNTIL IT IS NECESSARY FOR CONSTRUCTION TO PROCEED. DISTURBED AREAS SHALL BE COVERED OR STABILIZED AS SOON AS POSSIBLE.
6. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE AREA THEY PROTECT HAS BEEN SODDED, PAVEMENT HAS BEEN PLACED, OR THE AREA IS OTHERWISE COMPLETELY STABILIZED.
7. ALL DISTURBED AREAS OF THE SITE SHALL BE INSPECTED BY QUALIFIED PERSONNEL OF THE RESPONSIBLE CONTRACTOR EVERY SEVEN CALENDAR DAYS WITHIN 24 HOURS AFTER EVERY RAINFALL EVENT OF 0.5 INCHES OR MORE TO ASSESS THE INTEGRITY OF THE EROSION AND SEDIMENT CONTROLS. THE INSPECTOR SHALL NOTE ANY DAMAGE OR DEFICIENCIES IN THE CONTROL MEASURES IN AN INSPECTION REPORT. PROBLEM AREAS SHALL BE CORRECTED BY THE RESPONSIBLE CONTRACTOR WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.
8. THE CONTRACTOR SHALL KEEP A RECORD OF CONSTRUCTION ACTIVITIES INCLUDING DATES WHEN MAJOR GRADING ACTIVITIES OCCUR IN A PARTICULAR AREA, DATES WHEN CONSTRUCTION ACTIVITIES CEASE IN AN AREA, WHETHER TEMPORARILY OR PERMANENTLY, AND DATES WHEN AN AREA IS STABILIZED.
9. IF A CHANGE IN CONSTRUCTION SCHEDULE OCCURS OR THIS PLAN PROVES, THOUGH REGULAR INSPECTIONS, TO BE LACKING, BURKETT ENGINEERING SHALL BE NOTIFIED SO THAT PLAN MODIFICATIONS CAN BE MADE.
10. NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO ALLOW RAINFALL RUNOFF DIRECTLY FROM THE PROJECT SITE.
11. INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT-LADEN STORMWATER RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
12. IF, AFTER FOURTEEN DAYS, GRASSSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THOSE AREAS SHALL BE REWORKED AND ADDITIONAL SEED OR SOD APPLIED TO ESTABLISH THE DESIRED VEGETATIVE COVER.
13. FOR WET STORMWATER PONDS, THE POND SLOPES SHALL BE SOLID SODDED TO THE NORMAL CONTROL ELEVATION.
14. ALL EXPOSED AREAS WITHIN PUBLIC RIGHTS-OF-WAY SHALL BE SOLID SODDED. OTHER NON-POND AREAS WITH SLOPES STEEPER THAN 4:1 SHALL BE SODDED AND STAKED AS NECESSARY.
15. TURF REINFORCEMENT MATS SHALL BE INSTALLED WHERE STORMWATER PIPES OUTFALL AT GRADE OR IN SPREADER SWALES.
16. IF CONSTRUCTION OCCURS ALONG A WATER BODY, TURBIDITY BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDEX 103.
17. A NOTICE OF TERMINATION FOR THE NPDES CONSTRUCTION GENERAL PERMIT SHALL BE SUBMITTED TO THE FDP NPDES STORMWATER NOTICES CENTER WITHIN 14 DAYS OF THE DATE WHEN ALL AREAS OF THE SITE NOT OTHERWISE COVERED BY A PERMANENT PAVEMENT OR STRUCTURE HAVE BEEN STABILIZED WITH A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OR GREATER.
18. SILTSACK CATCH BASIN SILT FILTERING SYSTEM BY ACF ENVIRONMENTAL (800) 448-3636, OR APPROVED EQUAL SHALL BE USED.

CONTRACTOR'S CERTIFICATION

ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED ON THIS PLAN SHALL SIGN THE CERTIFICATION BELOW BEFORE CONDUCTING ANY PROFESSIONAL SERVICE IDENTIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN:

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

SIGNATURE & DATE	NAME & TITLE	COMPANY ADDRESS & PHONE NUMBER	RESPONSIBLE FOR:
			TEMPORARY AND PERMANENT STABILIZATION
			STABILIZED CONSTRUCTION ENTRANCE
			WASTE DISPOSAL
			APPLICATION OF FERTILIZERS, HERBICIDES, & PESTICIDES
			STORAGE, APPLICATION, GENERATION, AND MIGRATION OF ALL TOXIC SUBSTANCES



PRELIMINARY NOT FOR CONSTRUCTION

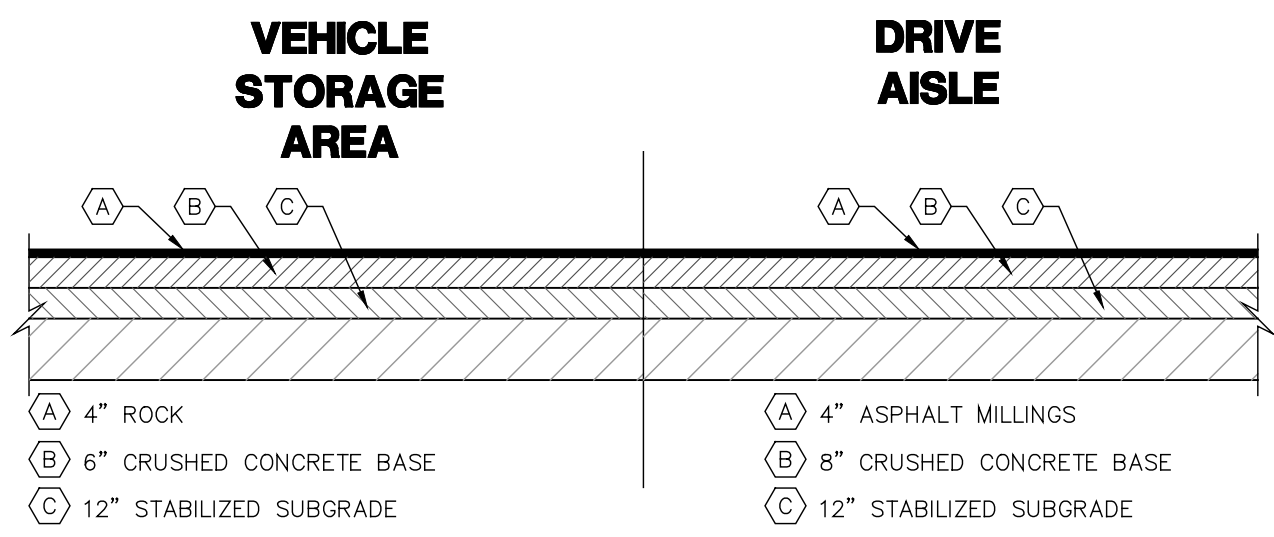
Burkett engineering
 CIVIL ENGINEERING CONSULTANTS
 105 E. Robinson Street, Suite 501 Orlando, Florida 32801
 (407) 246-1260 Fax (407) 246-0423
 www.burkettengineering.com

NO.	DATE	DESCRIPTION	BY	APP'D

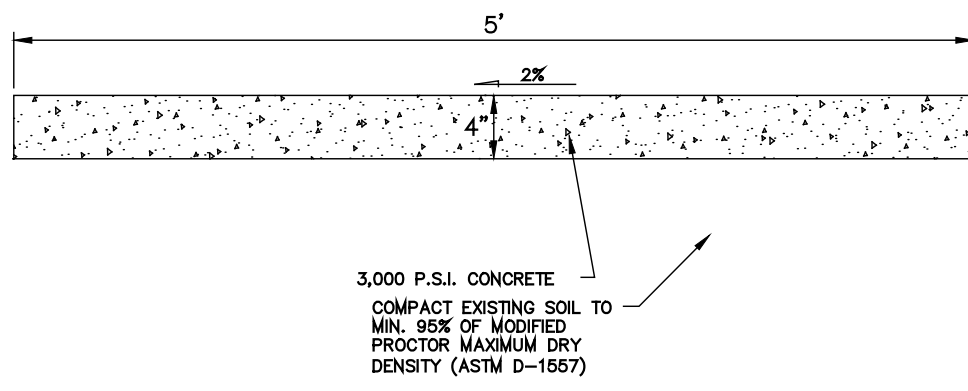
COPART PRELIMINARY DEVELOPMENT PLAN FOR COPART, INC. STORMWATER POLLUTION PREVENTION PLAN

DATE: 10/9/15
 PROJECT NO.: 1513.11
 DRAWN BY: JCM
 DESIGNED BY: RJS
 CHECKED BY: RJS
 ENGINEER IN CHARGE: RENE J. SCHNEIDER, P.E.

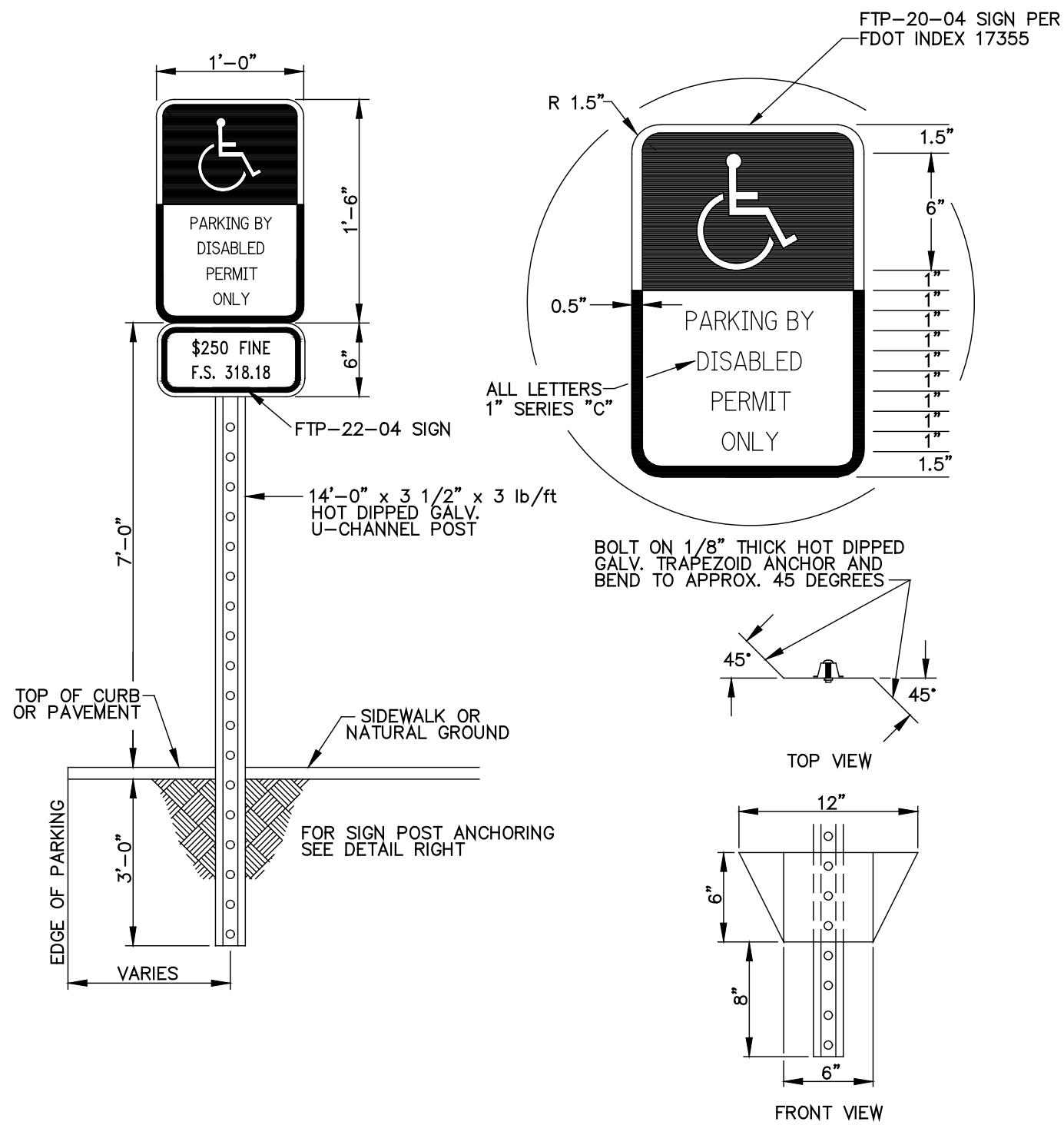
REG. # 61483
 BURKETT ENGINEERING, INC.
 CERT. OF AUTH. NO. 7105
 SHEET NO. **9**
 OF: 18 Page 213



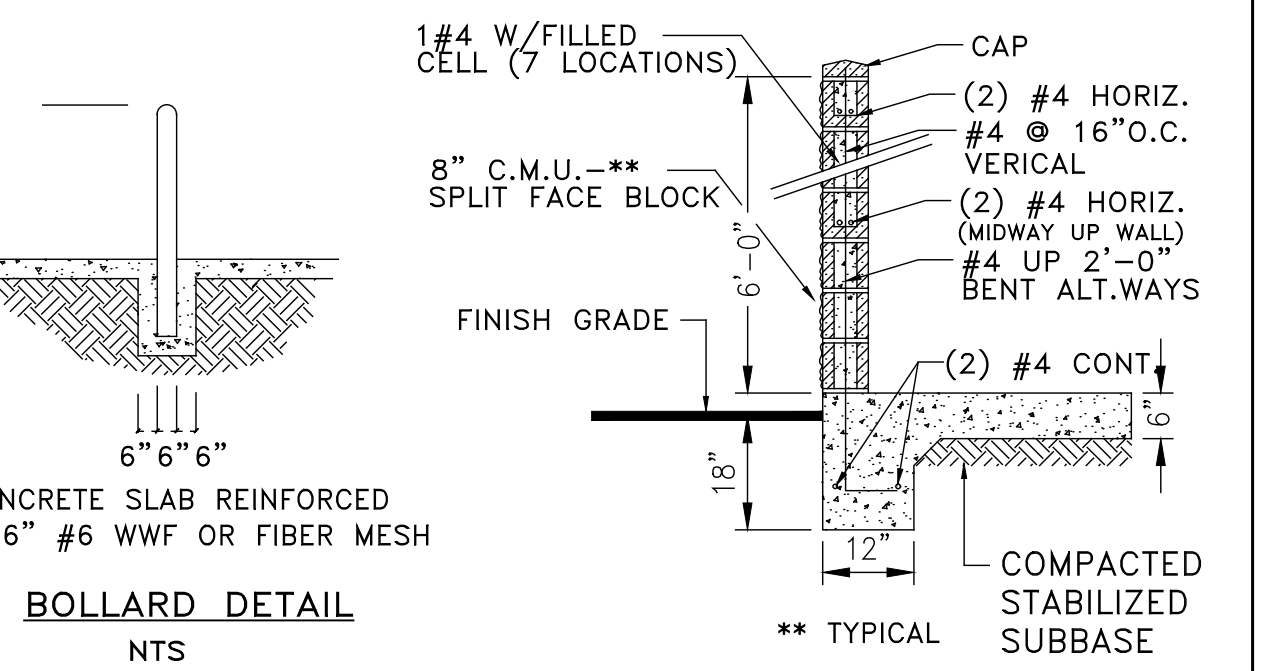
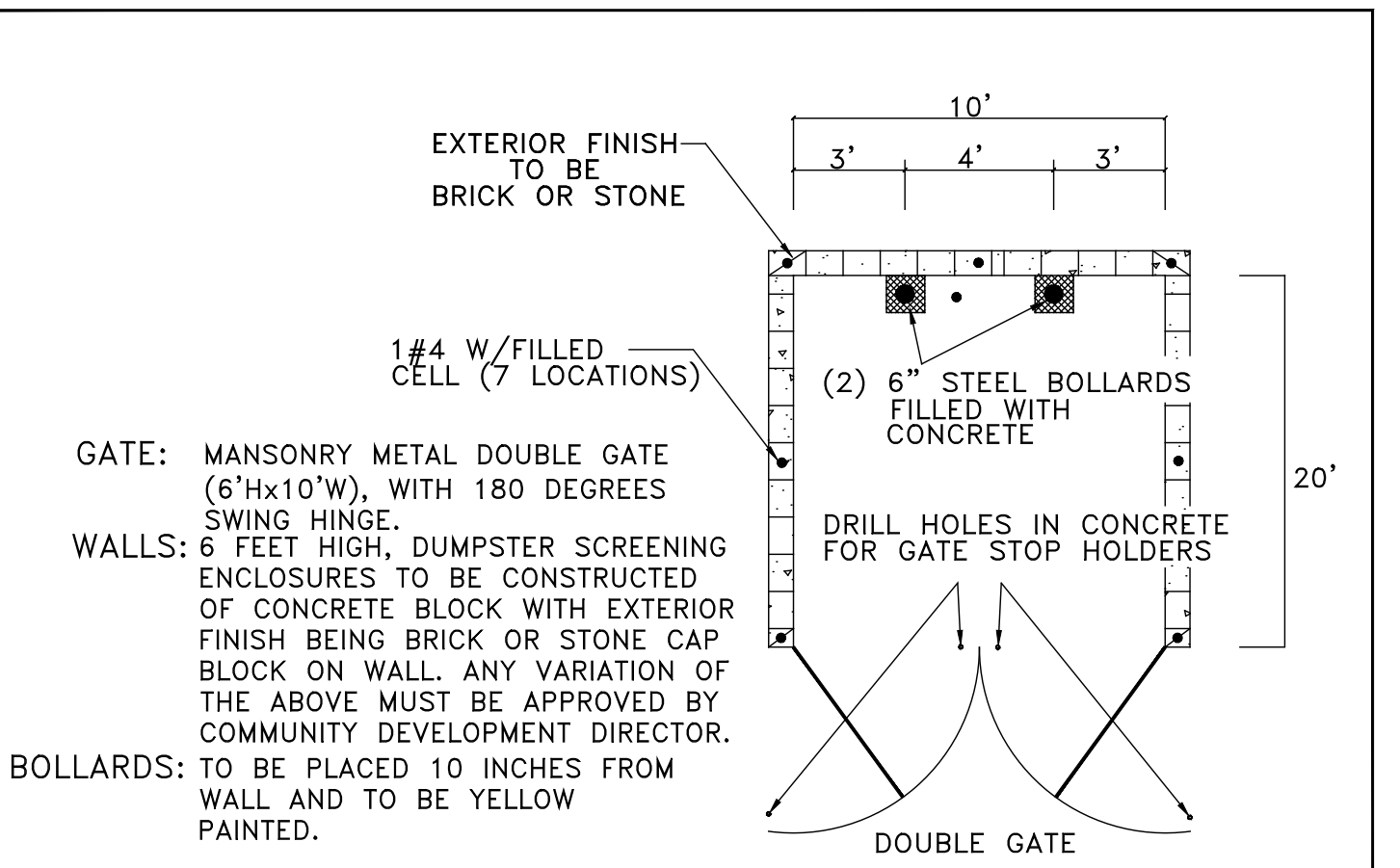
TYPICAL VEHICLE STORAGE/DRIVE AISLE SECTION
NOT TO SCALE



SIDEWALK DETAIL
NOT TO SCALE

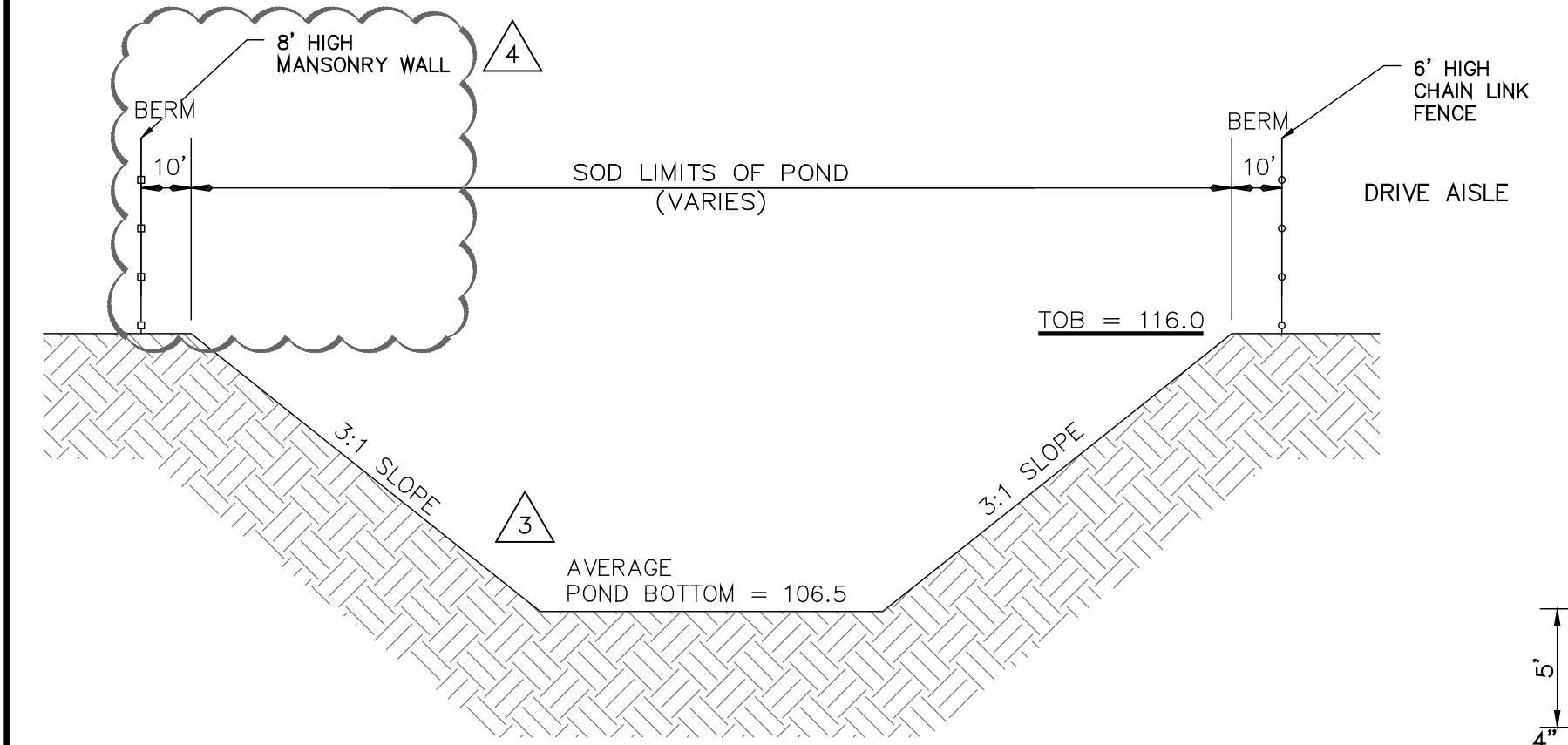


HANDICAP SIGN DETAIL
NOT TO SCALE



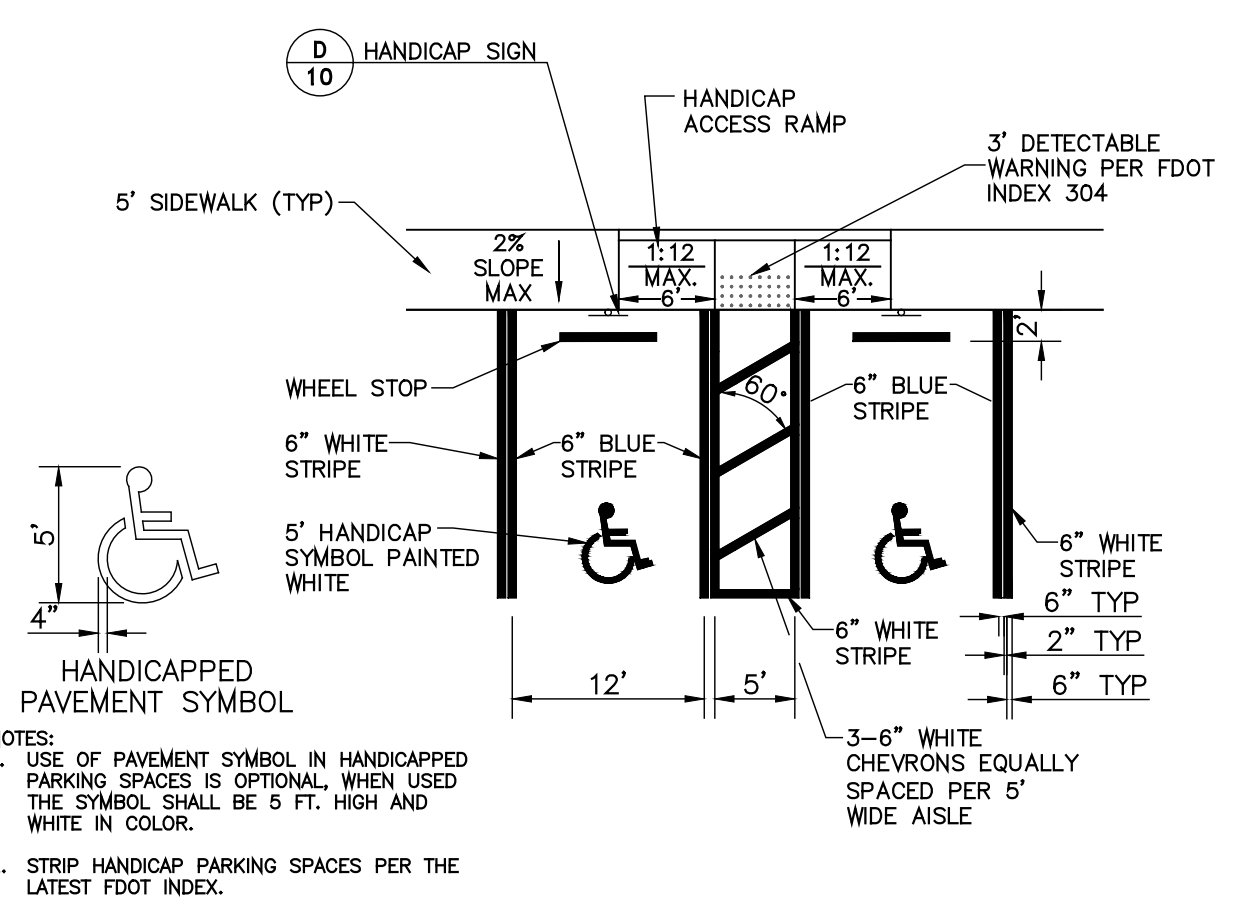
DUMPSTER ENCLOSURE DETAIL
NTS

CITY OF AOPKA DESIGN ENGINEERING DIVISION JANUARY 2014 FIG. 601

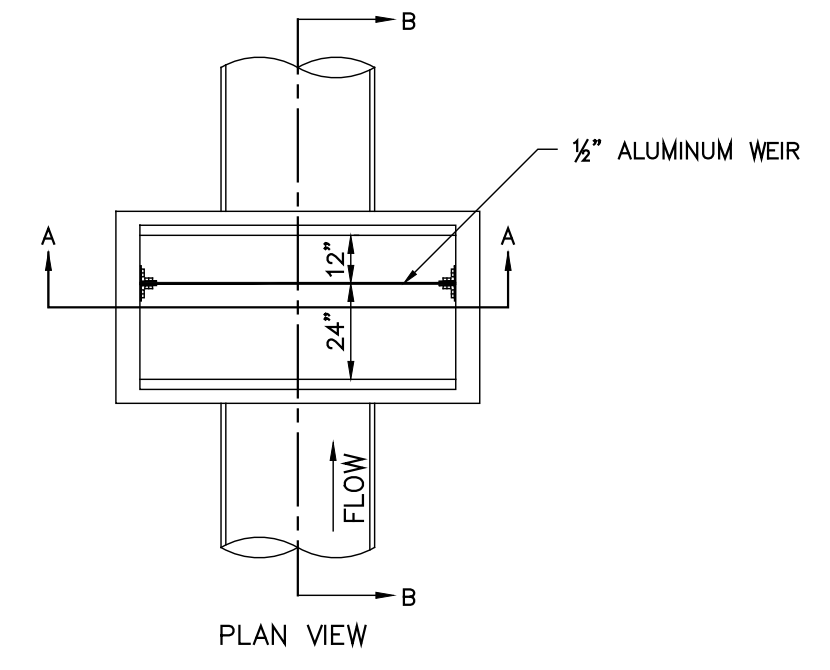


- NOTES:
1. SEE GEOTECHNICAL REPORT BY UNIVERSAL ENGINEERING SCIENCES FOR ADDITIONAL INFORMATION
 2. SEASONAL HIGH WATER TABLE ELEV 101'

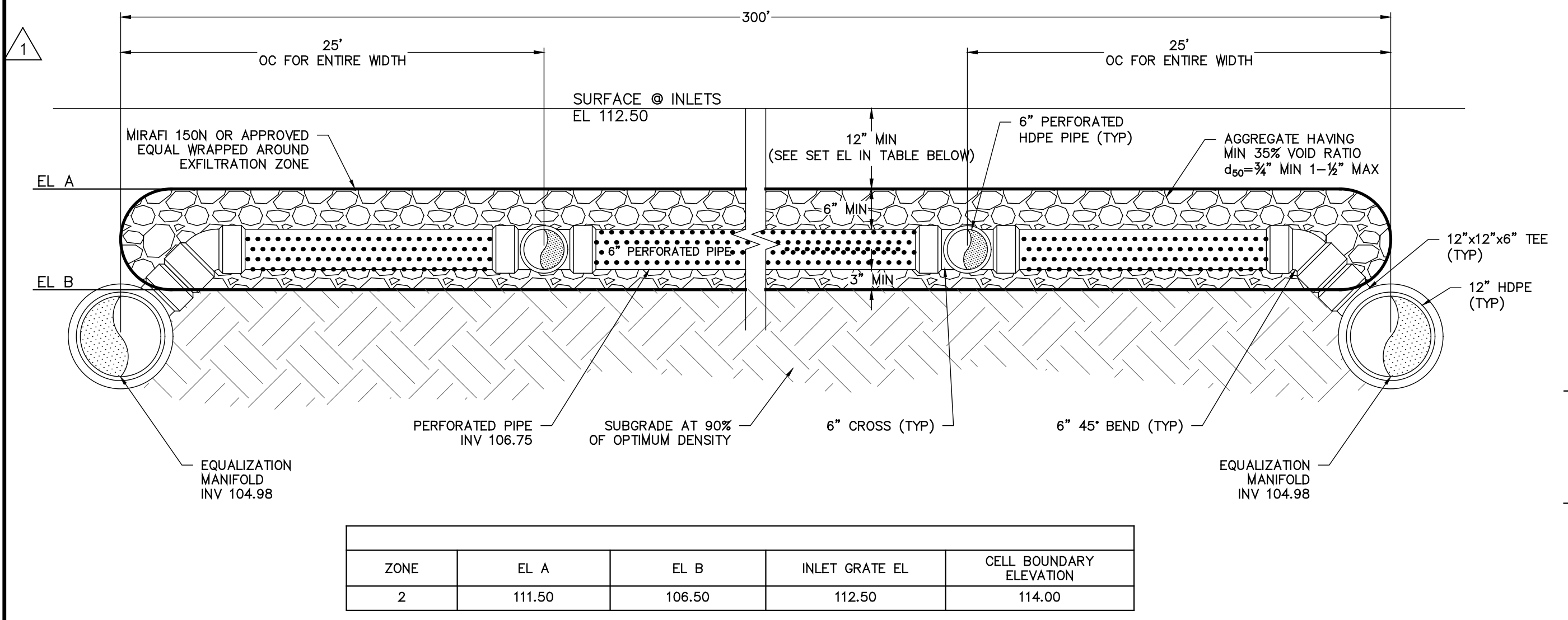
DRY RETENTION POND SECTION
NOT TO SCALE



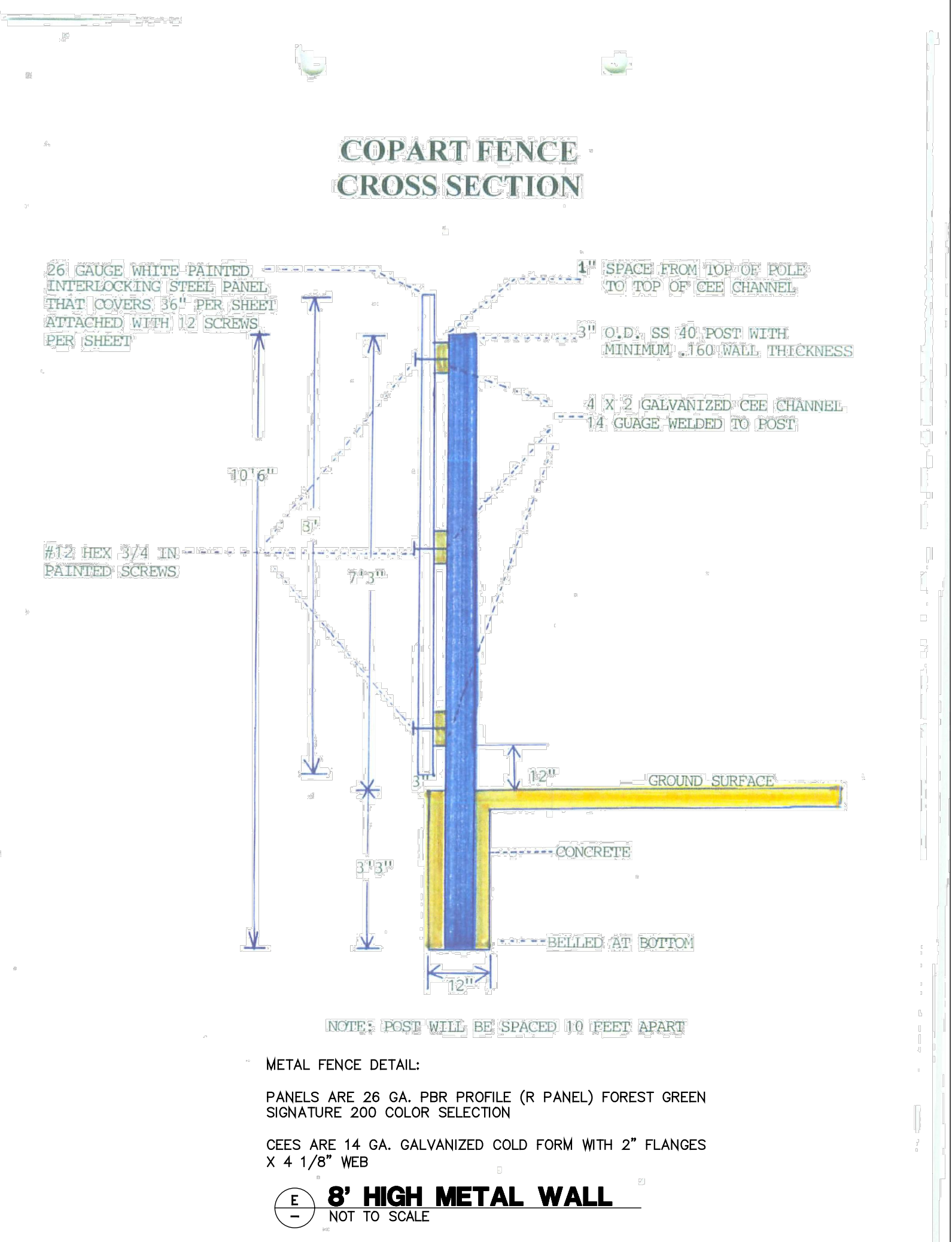
TYPICAL HANDICAP SPACE
NOT TO SCALE



STS-101 WATER QUALITY STRUCTURE
NOT TO SCALE



SUBSURFACE EXFILTRATION SYSTEM SECTION
NOT TO SCALE



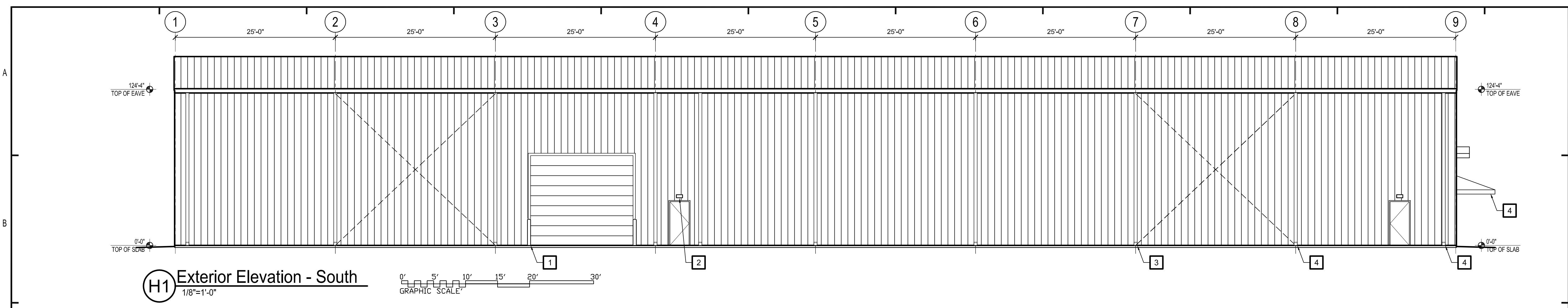
8' HIGH METAL WALL
NOT TO SCALE

DATE	DESCRIPTION
10/22/15	ADD DETAIL PER CITY COMMENT
11/3/15	REVISIONS PER CITY COMMENT
10/27/15	REVISIONS PER CITY COMMENT
10/16/15	REVISIONS PER CITY COMMENT
09/07/15	REVISIONS PER CITY COMMENT
08/26/15	REVISIONS PER CITY COMMENT AND OTHER COMMENTS
08/05/15	REVISIONS PER CITY COMMENT

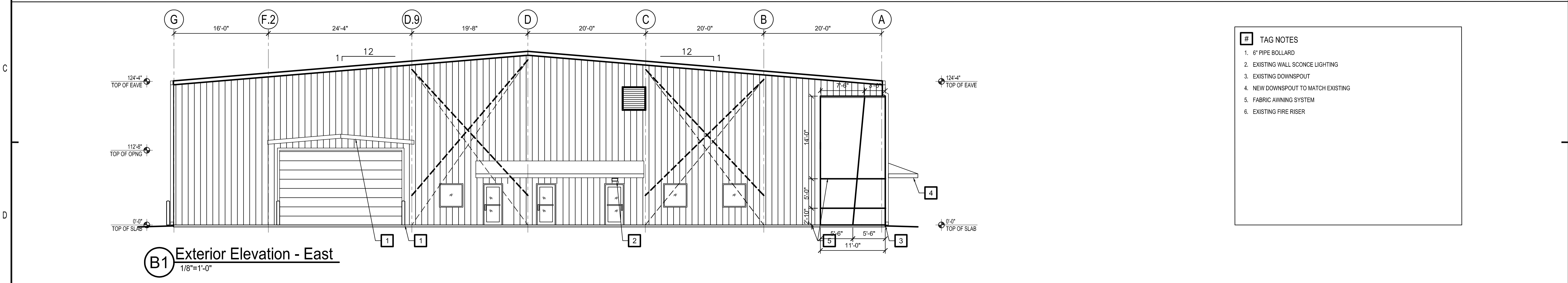
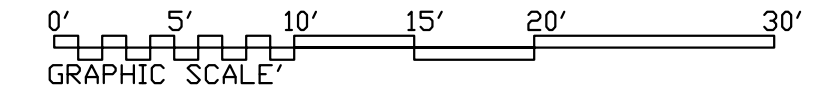
DATE: 10/9/15
PROJECT NO.: 1513.11
DRAWN BY: JCM
DESIGNED BY: RJS
CHECKED BY: RJS
ENGINEER IN CHARGE: RENE J. SCHNEIDER, P.E.

REG. # 61483
BURKETT ENGINEERING, INC.
CERT. OF AUTH. NO. 7105

PRELIMINARY NOT FOR CONSTRUCTION

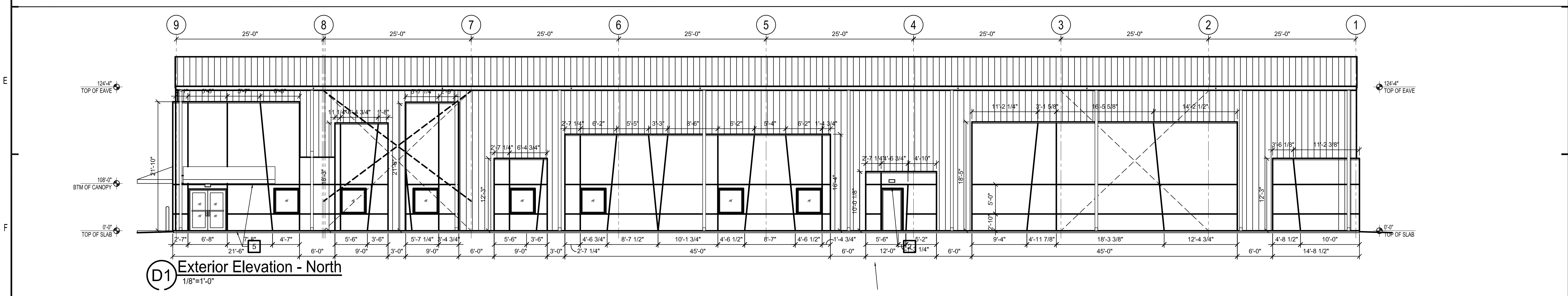


H1 Exterior Elevation - South
1/8"=1'-0"

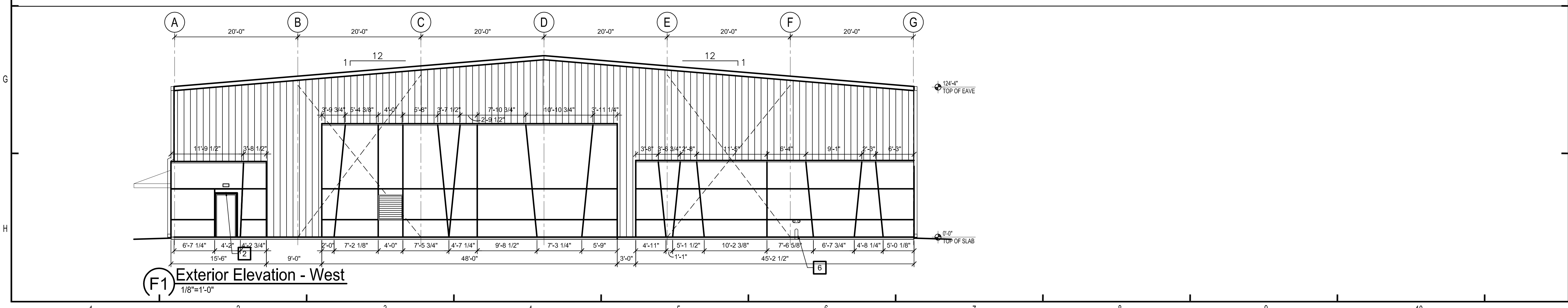


- # TAG NOTES**
1. 6" PIPE BOLLARD
 2. EXISTING WALL SCONCE LIGHTING
 3. EXISTING DOWNSPOUT
 4. NEW DOWNSPOUT TO MATCH EXISTING
 5. FABRIC AWNING SYSTEM
 6. EXISTING FIRE RISER

B1 Exterior Elevation - East
1/8"=1'-0"



D1 Exterior Elevation - North
1/8"=1'-0"



F1 Exterior Elevation - West
1/8"=1'-0"

08/26/15	SCHEMATIC
Rev. No.	Date Issue History

STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Overall Site	+	0.1 fc	4.1 fc	0.0 fc	N/A	N/A
Property Line	+	0.0 fc	0.5 fc	0.0 fc	N/A	N/A

LUMINAIRE SCHEDULE										
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts	Mounting Height
■	K3	1	KAD_LED_60C_1000_40K_R3_MVOLT	KAD LED, 60 LED, 1 AMP MVOLT DRIVER, 4000K, TYPE 3 OPTICS.	LED	KAD_LED_60C_1000_40K_R3_MVOLT.ies	Absolute	0.95	216	25'-0"
■	K3-HS	3	KAD_LED_60C_1000_40K_R3_MVOLT_HS	KAD LED, 60 LED, 1 AMP MVOLT DRIVER, 4000K, TYPE 3 OPTICS WITH HOUSE SIDE SHIELDS.	LED	KAD_LED_60C_1000_40K_R3_MVOLT_HS.ies	Absolute	0.95	216	25'-0"
■	K4	5	KAD_LED_60C_1000_40K_R4_MVOLT	KAD LED, 60 LED, 1 AMP MVOLT DRIVER, 4000K, TYPE 4 OPTICS.	LED	KAD_LED_60C_1000_40K_R4_MVOLT.ies	Absolute	0.95	216	25'-0"
■	K4-HS	2	KAD_LED_60C_1000_40K_R4_MVOLT_HS	KAD LED, 60 LED, 1 AMP MVOLT DRIVER, 4000K, TYPE 4 OPTICS WITH HOUSE SIDE SHIELDS.	LED	KAD_LED_60C_1000_40K_R4_MVOLT_HS.ies	Absolute	0.95	216	25'-0"
■	K5-2	2	KAD_LED_60C_1000_40K_R5_MVOLT	KAD LED, 60 LED, 1 AMP MVOLT DRIVER, 4000K, TYPE 5 OPTICS.	LED	KAD_LED_60C_1000_40K_R5_MVOLT.ies	Absolute	0.95	432	25'-0"



1200 W. SR 434
SUITE 301
LONGWOOD, FL 32750
PH: 407.636.7999
PROJECT #: 15063

Rev.	Date	Description
08/28/15		SCHEMATIC

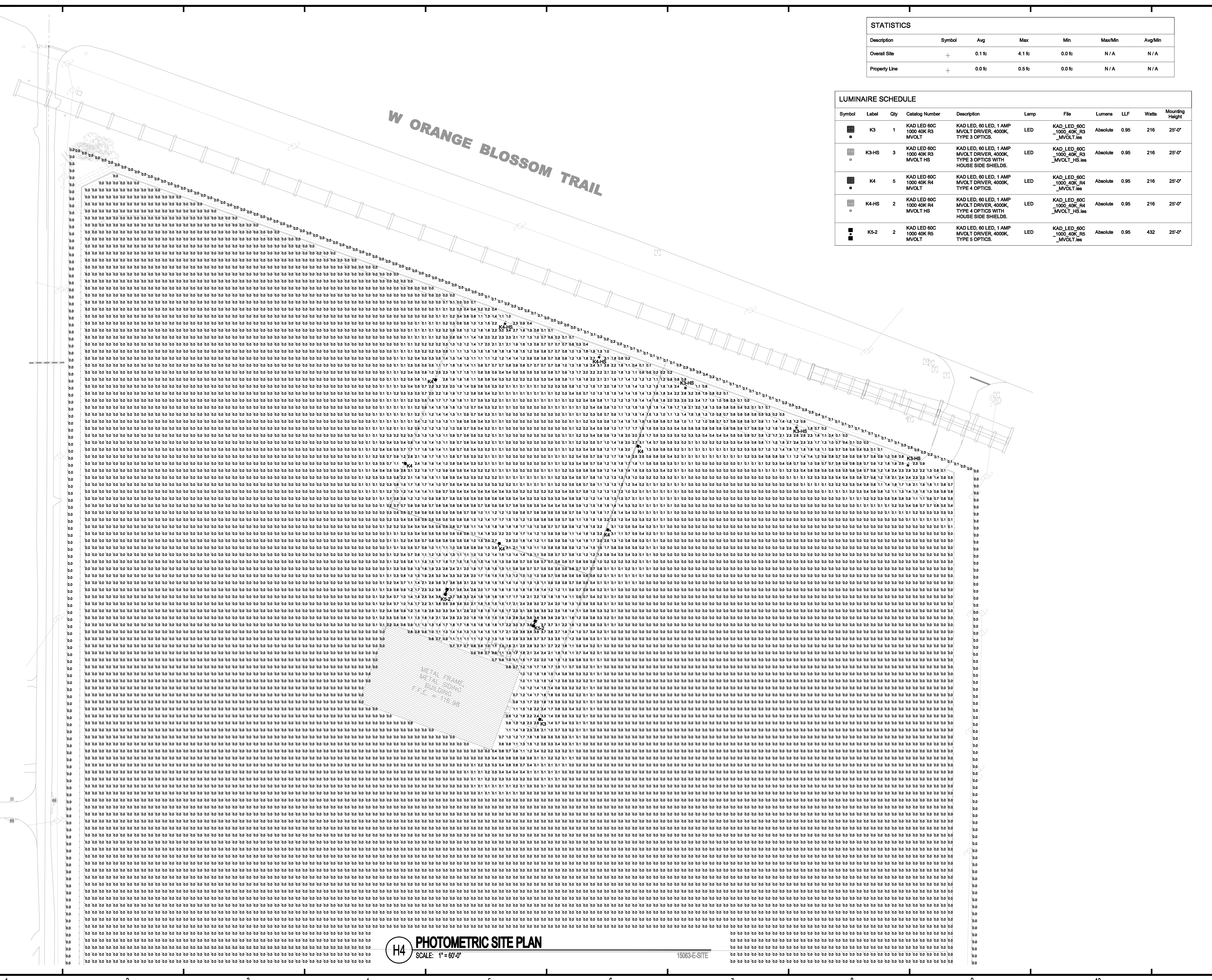


- A 26002103 -
2555 Temple Trail, Winter Park, FL 32789
(407) 659-0595

Drawn By: MLD
Checked By: MLD
Approved By: MLD

PHOTOMETRIC SITE PLAN

E1.02



H4 PHOTOMETRIC SITE PLAN

SCALE: 1" = 60'-0"

15063-E-SITE

CITY OF APOKA LANDSCAPE ORDINANCE 2069 REQUIREMENTS

MINIMUM TREE REQUIREMENT OF 1 TREE PER 8,000 SQUARE FEET OF SITE AREA : (57.89 AC) 2,521,688 SF/8,000 = 316
 316 TREES MIN. REQUIRED, 316 PROVIDED BY 285 PROPOSED TREES AND 31 EXISTING TREES TO REMAIN.

SR 441 25' WIDE R-O-W BUFFER 1,369 LF.: 120.0" DBH REQUIRED. @ 3.5" PER 1,000 SF (34,200 SF TOTAL) 260.0" DBH PROVIDED

HERMIT SMITH RD. 25' WIDE R-O-W BUFFER 1,935 LF.: 170" DBH REQ'D @ 3.5" PER 1,000 SF (48,375 SF), 170" PROVIDED (42' EXISTING)

GENERAL ELECTRIC RD. 25' WIDE R-O-W BUFFER 993 LF.: 87.5" DBH REQ'D @ 3.5" PER 1,000 SF (24,825 SF) 87.5" DBH PROVIDED

EAST BUFFER 10' WIDE ALONG I-1 ZONING 1,805 LF.: 64.0" DBH REQUIRED @ 3.5" PER 1,000 SF (18,050 SF), 135.0" DBH PROVIDED

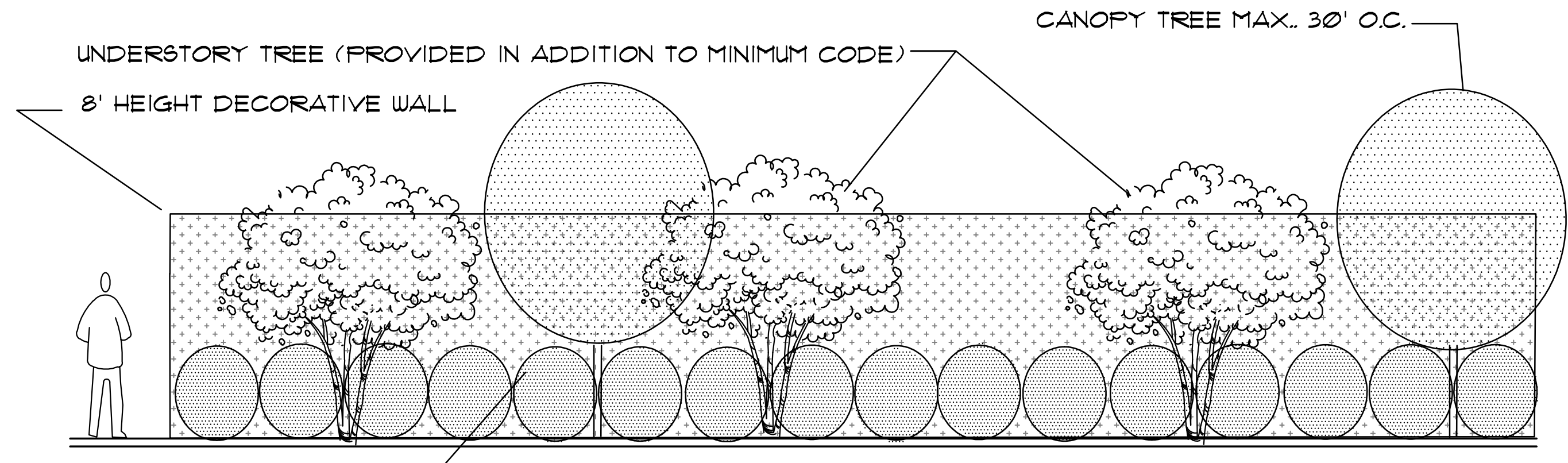
NORTH CEMETARY 25' WIDE BUFFER 301 LF.: 27.0" DBH REQUIRED @ 3.5" PER 1,000 SF (7,525 SF) 27.5" DBH PROVIDED

EAST CEMETARY 25' WIDE BUFFER 330 LF.: 29.0" DBH REQUIRED @ 3.5" PER 1,000 SF (8,250 SF), 30.0" DBH PROVIDED

SHADE TREE REQUIREMENT OF 30% COVERAGE FOR THE GROSS PARKING LOT AREA PROVIDED BY PROPOSED SHADE TREES AT MATURE GROWTH (7 LIVE OAK & 5 MAGNOLIA) AS PER LDC SECTION 5.01.08 (C)(10)
 GROSS PARKING AREA = 20,000 SF X 30% = 6,000 SF SHADE AREA REQUIRED AND PROVIDED (SEE MATURE CANOPY SIZES)

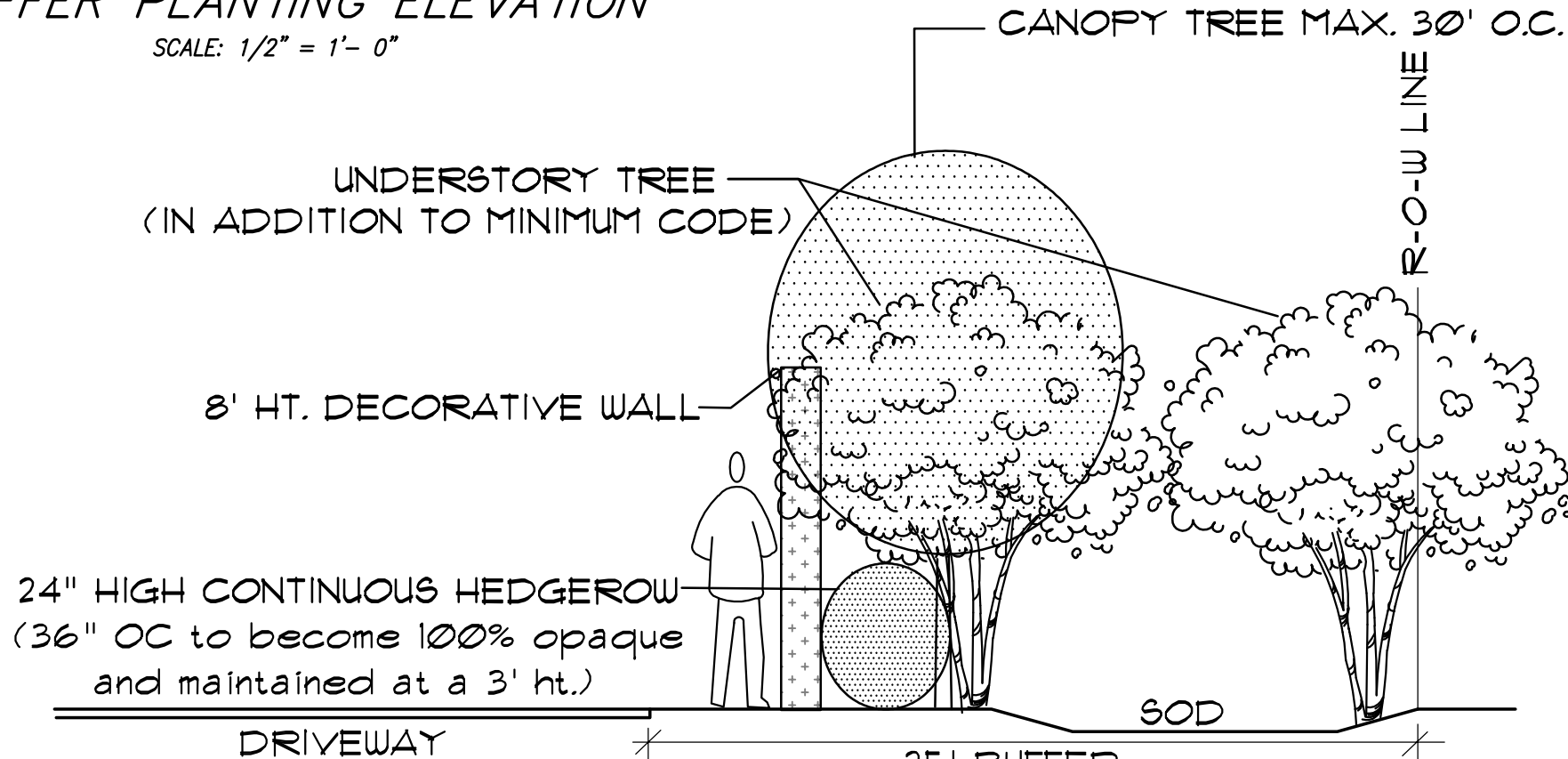
12 SHADE TREES PROVIDED FOR 68 PARKING SPACES @ 1 PER 6 SPACES.

NOTE: PROPOSED DECORATIVE WALLS SHALL BE APPROVED BY THE CITY OF APOKA COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO CONSTRUCTION.



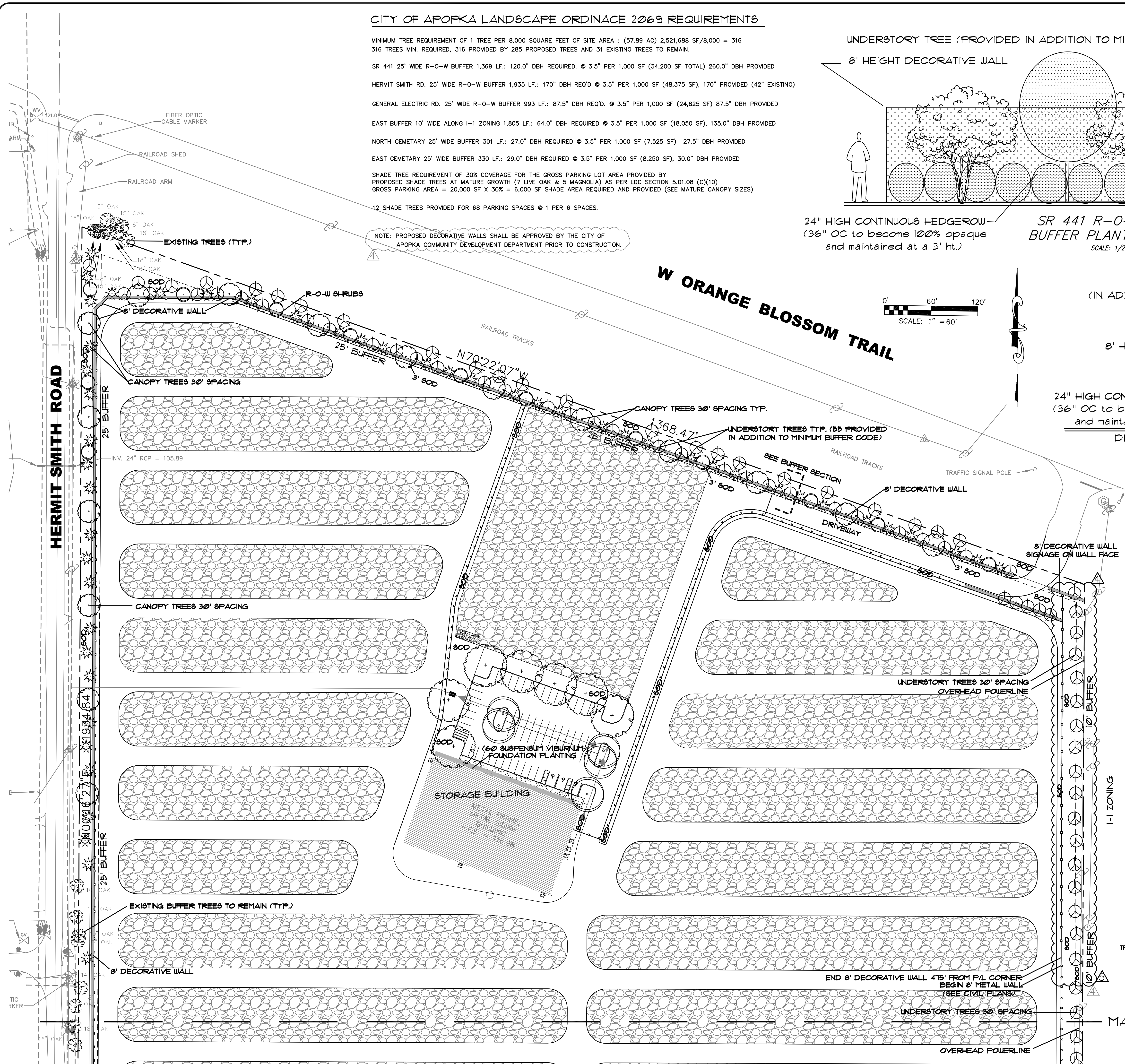
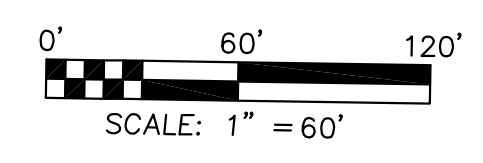
24" HIGH CONTINUOUS HEDGEROW (36" OC to become 100% opaque and maintained at a 3' ht.)

SR 441 R-O-W WALL AND BUFFER PLANTING ELEVATION
 SCALE: 1/2" = 1'- 0"



24" HIGH CONTINUOUS HEDGEROW (36" OC to become 100% opaque and maintained at a 3' ht.)

SR 441 R-O-W WALL AND BUFFER PLANTING SECTION
 SCALE: 1/2" = 1'- 0"



TREE REPLACEMENT DATA:

TOTAL SITE CLEARING AREA = 2,521,688 S.F. (57.89 AC)

SPECIMEN TREE CHART (24" OR GREATER DBH)

TOTAL NO.	TOTAL CALIPER	REMOVE		REMAIN	
		NO.	CALIPER	NO.	CALIPER
38	1,351"	36	1,297"	2	54"

NON-SPECIMEN TREE CHART (6" TO 23" DBH)
 (EXCLUDES EXOTIC TREE SPECIES)

TOTAL NO.	TOTAL CALIPER	REMOVE		REMAIN	
		NO.	CALIPER	NO.	CALIPER
187	2,286"	158	2,018"	29	268"

TOTAL TREE STOCK REQUIREMENT:
 SPECIMEN TREE STOCK FORMULA CAP: 12,608 INCHES DBH (AT 1" REPLACEMENT FOR 1" REMOVED)
 NON-SPECIMEN TREE STOCK FORMULA CAP: 8,826 INCHES DBH (AT 1" REPLACEMENT FOR 1" REMOVED)
 TOTAL MAXIMUM TREE REPLACEMENT: 3,261.0 INCHES DBH
 PROPOSED REPLACEMENT INCHES: 712.5 INCHES DBH
 REPLACEMENT DEFICIT INCHES: 2,548.5 INCHES DBH

NOTE: TREE REPLACEMENT DEFICIT = 2,548.5 INCHES. OWNER HEREBY COMMITS TO PAYMENT INTO THE CITY'S TREE BANK FUND FOR AMOUNT TOTALING \$ 25,485.00 @ \$10.00 PER INCH DEFICIT.

NOTE: THE LIMITS OF TREE CLEARING SHALL INCLUDE ONLY THOSE AREAS REQUIRED TO CONSTRUCT THE PROPOSED VEHICLE STORAGE AREAS, PAVED AREAS, BUILDING, UTILITIES AND RETENTION POND AS SHOWN. ALL OTHER AREAS SHALL BE UNDISTURBED.

NOTE: TREE TRIMMING WORK SHALL REQUIRE REVIEW AND APPROVAL BY THE CITY THROUGH AN ARBOR PERMIT.

TREE SYMBOLS LEGEND

- 40 - LIVE OAK TREES @ 2-1/2" DBH = 100.0"
- 25 - MAGNOLIA TREES @ 2-1/2" DBH = 62.5"
- 103 - RED CEDAR TREES @ 2-1/2" DBH = 255.0"
30' OC
- 118 - WAX MYRTLE TREES @ 2-1/2" DBH = 295.0"

TREE TOTAL = 285
 712.5" DBH = TOTAL REPLACEMENT INCHES

1,660 - SUSPENSUM VIBURNUM BUFFER & FOUNDATION SHRUBS: 24" MINIMUM HEIGHT SPACED 36" OC
 SOD: ARGENTINE BAHIA SOLID SOD (MEETS LDC ART. V WATER-WISE ORDINANCE 2069 STANDARDS)

J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
 FLORIDA REGISTRATION NO. LA2000416
 5621 REVELWOOD LOOP, WINTER PARK, FL. 32782
 PHONE: 407-175-2124 FAX: 407-671-6904

Burkett
 engineering
 CIVIL ENGINEERING CONSULTANTS
 105 E. Robinson Street, Suite 501 Orlando, Florida 32801
 (407) 246-1260 Fax (407) 246-0423
 www.burkettengineering.com

DATE	DESCRIPTION
1/9/15	ALL WALLS 8' HT. 18 CEDAR TREES CHANGED TO WAX MYRTLE
4/15/15	WALL LABELS AND LOCATIONS REVISED
4/15/15	WALL NOTE ADDED. CEDAR TREES ADDED ALONG NE BOUNDARY
7/7/15	PER REVISED SITE PLAN AND CITY REVIEW COMMENTS
10/23/15	PER REVISED SITE PLAN AND CITY REVIEW COMMENTS

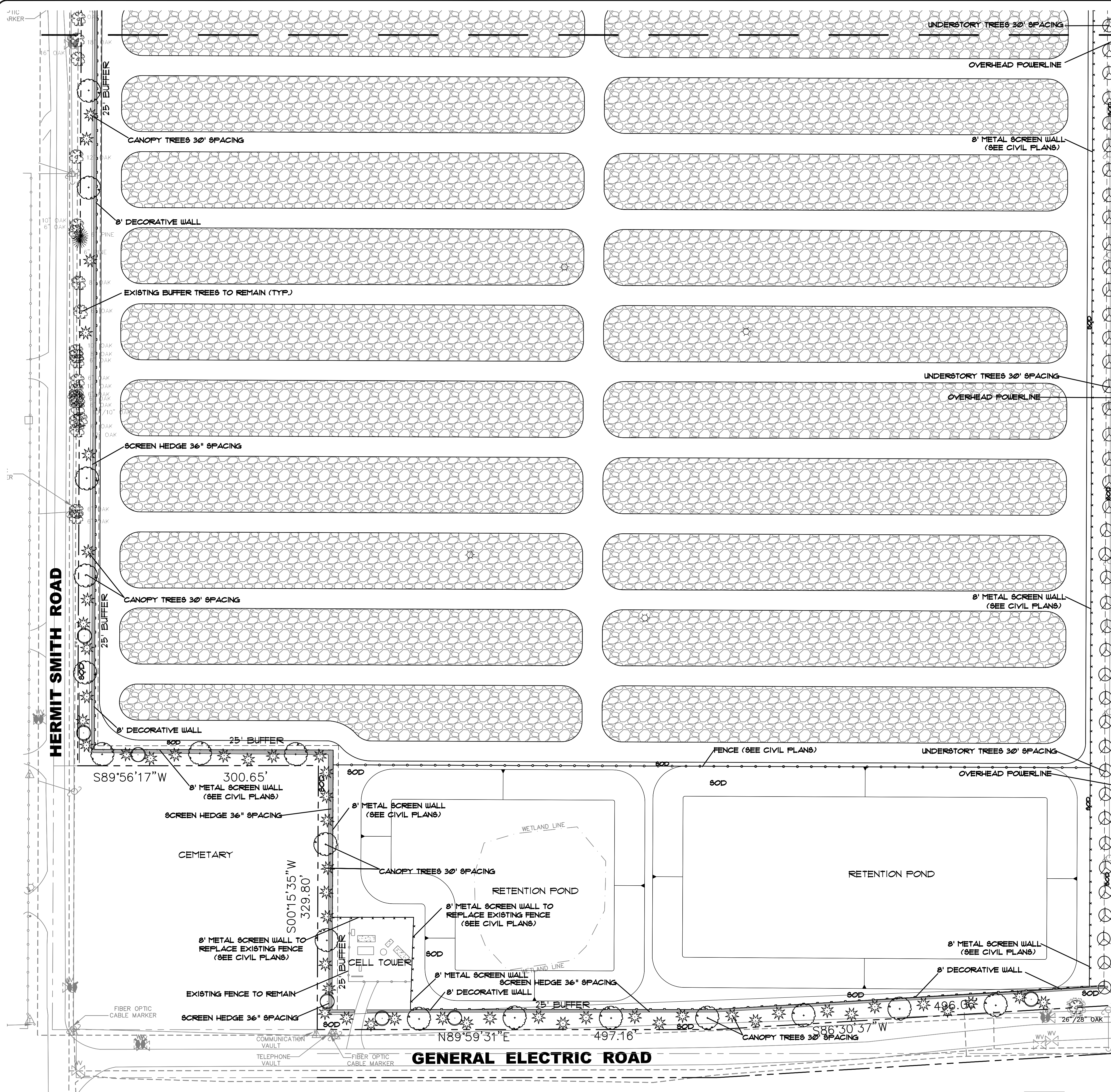
COPART APOKA
 DEVELOPMENT PLAN
 FOR COPART, INC.
 LANDSCAPE PLAN

DATE: 10/2/15
 PROJECT NO.: 1513.11
 DRAWN BY: JSL
 DESIGNED BY: JSL
 CHECKED BY: JSL
 ENGINEER IN CHARGE: RENE J. SCHNEIDER, P.E.

REG. # 61483
 BURKETT ENGINEERING, INC.
 CERT. OF AUTH. NO. 7105

SHEET NO. 1

OF:



MATCHLINE (SEE L1)

TREE REPLACEMENT DATA:

TOTAL SITE CLEARING AREA = 2,521,688 S.F. (57.89 AC)
 SPECIMEN TREE CHART (24" OR GREATER DBH)

TOTAL NO.	TOTAL CALIPER	REMOVE		REMAIN	
		NO.	CALIPER	NO.	CALIPER
38	1,351"	36	1,297"	2	54"

NON-SPECIMEN TREE CHART (6" TO 23" DBH)
 (EXCLUDES EXOTIC TREE SPECIES)

TOTAL NO.	TOTAL CALIPER	REMOVE		REMAIN	
		NO.	CALIPER	NO.	CALIPER
187	2,286"	158	2,018"	29	268"

TOTAL TREE STOCK REQUIREMENT:

SPECIMEN TREE STOCK FORMULA CAP: 12,608 INCHES DBH (AT 1" REPLACEMENT FOR 1" REMOVED)
 NON-SPECIMEN TREE STOCK FORMULA CAP: 8,826 INCHES DBH (AT 1" REPLACEMENT FOR 1" REMOVED)
 TOTAL MAXIMUM TREE REPLACEMENT: 3,261.0 INCHES DBH
 PROPOSED REPLACEMENT INCHES: 712.5 INCHES DBH
 REPLACEMENT DEFICIT INCHES: 2,548.5 INCHES DBH

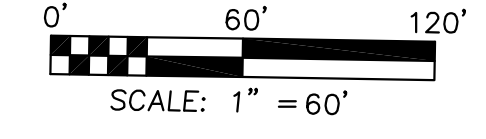
NOTE: TREE REPLACEMENT DEFICIT = 2,548.5 INCHES. OWNER HEREBY COMMITS TO PAYMENT INTO THE CITY'S TREE BANK FUND FOR AMOUNT TOTALING \$ 25,485.00 @ \$10.00 PER INCH DEFICIT.

NOTE: THE LIMITS OF TREE CLEARING SHALL INCLUDE ONLY THOSE AREAS REQUIRED TO CONSTRUCT THE PROPOSED VEHICLE STORAGE AREAS, PAVED AREAS, BUILDING, UTILITIES AND RETENTION POND AS SHOWN. ALL OTHER AREAS SHALL BE UNDISTURBED.
 NOTE: TREE TRIMMING WORK SHALL REQUIRE REVIEW AND APPROVAL BY THE CITY THROUGH AN ARBOR PERMIT.

CITY OF APOPKA LANDSCAPE ORDINANCE 2009 REQUIREMENTS

MINIMUM TREE REQUIREMENT OF 1 TREE PER 8,000 SQUARE FEET OF SITE AREA : (57.89 AC) 2,521,688 SF/8,000 = 316 316 TREES MIN. REQUIRED, 316 PROVIDED BY 285 PROPOSED TREES AND 31 EXISTING TREES TO REMAIN.
 SR 441 25' WIDE R-O-W BUFFER 1,369 LF.: 120.0" DBH REQUIRED. @ 3.5" PER 1,000 SF (34,200 SF TOTAL) 260.0" DBH PROVIDED
 HERMIT SMITH RD. 25' WIDE R-O-W BUFFER 1,935 LF.: 170" DBH REQ'D @ 3.5" PER 1,000 SF (48,375 SF), 170" PROVIDED (42" EXISTING)
 GENERAL ELECTRIC RD. 25' WIDE R-O-W BUFFER 993 LF.: 87.5" DBH REQ'D. @ 3.5" PER 1,000 SF (24,825 SF) 87.5" DBH PROVIDED
 EAST BUFFER 10' WIDE ALONG I-1 ZONING 1,805 LF.: 64.0" DBH REQUIRED @ 3.5" PER 1,000 SF (18,050 SF), 135.0" DBH PROVIDED
 NORTH CEMETARY 25' WIDE BUFFER 301 LF.: 27.0" DBH REQUIRED @ 3.5" PER 1,000 SF (7,525 SF) 27.5" DBH PROVIDED
 EAST CEMETARY 25' WIDE BUFFER 330 LF.: 29.0" DBH REQUIRED @ 3.5" PER 1,000 SF (8,250 SF), 30.0" DBH PROVIDED
 SHADE TREE REQUIREMENT OF 30% COVERAGE FOR THE GROSS PARKING LOT AREA PROVIDED BY PROPOSED SHADE TREES AT MATURE GROWTH (7 LIVE OAK & 5 MAGNOLIA) AS PER LDC SECTION 5.01.08 (C)(10)
 GROSS PARKING AREA = 20,000 SF X 30% = 6,000 SF SHADE AREA REQUIRED AND PROVIDED (SEE MATURE CANOPY SIZES)
 12 SHADE TREES PROVIDED FOR 68 PARKING SPACES @ 1 PER 6 SPACES.

NOTE: PROPOSED DECORATIVE WALLS SHALL BE APPROVED BY THE CITY OF APOPKA COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO CONSTRUCTION.



TREE SYMBOLS LEGEND

- 40 - LIVE OAK TREES @ 2-1/2" DBH = 100.0"
 - 25 - MAGNOLIA TREES @ 2-1/2" DBH = 62.5"
 - 102 - RED CEDAR TREES @ 2-1/2" DBH = 255.0" 30' OC
 - 118 - WAX MYRTLE TREES @ 2-1/2" DBH = 295.0"
- TREE TOTAL = 285 712.5" DBH = TOTAL REPLACEMENT INCHES
- 1,660 - SUSPENSUM VIBURNUM BUFFER & FOUNDATION SHRUBS: 24" MINIMUM HEIGHT SPACED 36" OC
 - SOD: ARGENTINE BAHIA SOLID SOD (MEETS LDC ART. V WATER-WISE ORDINANCE 2009 STANDARDS)

J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
 FLORIDA REGISTRATION NO. LA0001476
 5621 REVELWOOD LOOP, WINTER PARK, FL 32782
 PHONE: 407-118-2124 FAX: 407-671-6904

LANDSCAPE AND IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2009 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

J. Scott Liberty
 SIGNATURE

LA0001476
 REG. NO.

MARCH 9, 2016
 DATE

DATE	DESCRIPTION
5/29/15	ALL WALLS 8" HT. 16 CEDAR TREES CHANGED TO WAX MYRTLE
7/29/15	ALL WAX MYRTLE CEDAR TREES ADDED ALONG THE BOUNDARY
10/22/15	PER REVISED SITE PLAN AND CITY REVIEW COMMENTS
12/21/15	PER REVISED SITE PLAN AND CITY REVIEW COMMENTS

DATE: 10/2/15
 PROJECT NO.: 1513.11
 DRAWN BY: JSL
 DESIGNED BY: JSL
 CHECKED BY: JSL
 ENGINEER IN CHARGE: J. SCOTT LIBERTY, RLA

REG. # LA0001476
 BURKETT ENGINEERING, INC.
 CERT. OF AUTH. NO. 7105

SHEET NO. L2
 OF:

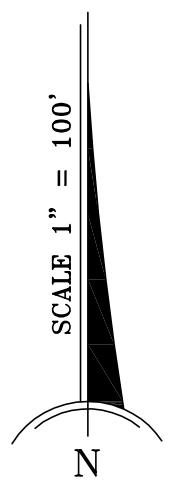


LEGEND

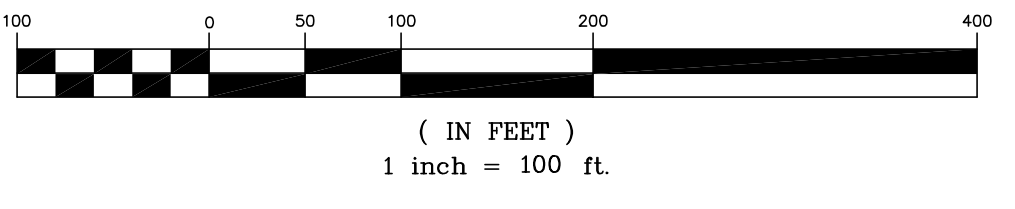
- ☆ LIGHT POLE
- UTILITY POLE
- ⊙ GUY ANCHOR
- ⊗ WATER VALVE
- ⊗ FIRE DEPARTMENT VALVE
- ⊗ GAS VALVE
- ⊗ SEWER VALVE
- ⊗ BACK FLOW VALVE
- ⊗ FIRE HYDRANT
- ⊗ CABLE RISER BOX
- ⊗ TELEPHONE RISER BOX
- ⊗ ELECTRIC RISER BOX
- ⊗ CLEAN OUT
- ⊗ DROP INLET
- ⊗ TELEPHONE MANHOLE
- ⊗ STORM MANHOLE
- ⊗ ELECTRIC METER
- ⊗ GAS METER
- ⊗ TRAFFIC SIGNAL BOX
- BOLLARD

LESS THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF THE NE 1/4

GENERAL ELECTRIC ROAD



GRAPHIC SCALE



SHANNON SURVEYING, INC.
 499 NORTH S.R. 434 - SUITE 2155
 ALTAMONTE SPRINGS, FLORIDA, 32714
 (407) 774-8372 LB # 6898

DATE OF SURVEY: 8/28/2014
 FIELD BY: R.R. SCALE: 1" = 100'
 FILE NUMBER: 1-21-27 CONCRETE PLANT

JAMES R. SHANNON JR., P.L.S. #4671
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Backup material for agenda item:

2. Council

a. Lake Apopka Natural Gas District board Appointment Letter

Vice Mayor Dean

Apopka City Council

City Hall

City Clerk Linda F. Goff for distribution to:

Mayor Joe Kilsheimer

Commissioner Dianne Velazquez, Seat2

Commissioner Doug Bankson, Seat3

Commissioner Kyle Becker, Seat 4

120 East Main Street

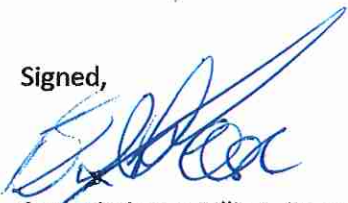
Apopka, FL 32703

To my colleague, this letter is in response to the Mayor's recommendation to seat himself and Commissioner Diane Velazquez on the Lake Apopka Natural Gas Board. As everyone is aware, I presently sit on the board and there was absolutely no professional consideration granted to my service and experience on this board, nor my educational background. I hold Bachelors' and Masters' Degrees in Agriculture and Administration and Supervision.

Further, I am insulted that this as important of an item as it is, that it was not placed on the agenda for all to see, rather placed on the Mayor's report, thus surprising, I hope the entire council, and city staff, legal included.

I wanted to state for public record, unequivocally that I wish to continue my service on the Lake Apopka Natural Gas District Board.

Signed,



Commissioner Billie L. Dean

Cc:

Ms. Ann K. Dupee - President

Mr. G. Fred Crabtree- Director

Honorable John Rees- Director

Backup material for agenda item:

1. Appointments to Lake Apopka Natural Gas District Board of Commissioners



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Mayor’s Report

MEETING OF: May 18, 2016
 FROM: Mayor Kilsheimer
 EXHIBITS: Chapter 99-454, Laws of the State of Florida

SUBJECT: APPOINTMENTS TO LAKE APOPKA NATURAL GAS BOARD OF DIRECTORS.

REQUEST: CONFIRM APPOINTMENT OF MAYOR KILSHEIMER AND COMMISSIONER VELAZQUEZ TO THE LAKE APOPKA NATURAL GAS DISTRICT BOARD OF DIRECTORS.

SUMMARY:

History: On June 20, 1959, the Lake Apopka Natural Gas District (LANGD) was established to provide natural gas service to residents and businesses of its member municipalities: Apopka, Winter Garden, and Clermont. The Board of Directors was designed to represent the ownership interest of the member municipalities, with Apopka having two representatives, Winter Garden having two representatives, and Clermont having one representative.

On September 2, 1959, the Town Council of Apopka voted unanimously to approve the appointment of Mayor John H. Land and Councilman Lester Morgan as members of the inaugural LANGD Board. Throughout the 1960s and 1970s, Mayor Land rotated council-member delegates to represent the City on the LANGD Board, with himself serving at its inception and then again from July 15, 1987 until April 16, 2014, when he retired.

Discussion: Currently, the composition of the Board includes a sitting Apopka City Commissioner, Former Apopka City Commissioner, Mayor of Winter Garden, Former General Manager of LANGD, and Former Clermont City Councilwoman. With the exception of the past two years, the Board has enjoyed representation by the mayors of Apopka and Winter Garden.

Pursuant to *Section 10, Chapter 99-454, Laws of the State of Florida*, “There shall be two members who shall live in the corporate limits of the City of Apopka...” Additionally, “Each commissioner shall be appointed by the governing body of the municipality in which he or she resides and shall serve for a term of 2 years or until his or her successor is appointed in like manner and qualified.” [Emphasis added.] Current Apopka representatives on the LANGD Board are Former Commissioner Bill Arrowsmith, who was appointed to a two (2) year term on February 15, 2012, and reappointed on April 16, 2014 to fill the vacancy created with Mayor Land’s resignation, and Commissioner Billie Dean, who was appointed to a two (2) year term on April 16, 2014. Both two (2) year terms have expired. Mayor Kilsheimer, in accordance with the applicable Florida Laws and Charter of the City of Apopka, requests a vote by council to confirm himself and Commissioner Diane Velazquez to the LANGD Board of Directors.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Confirm appointment of Mayor Joe Kilsheimer and Commissioner Diane Velazquez to the Lake Apopka Natural Gas District Board of Directors for the two-year term ending May 17, 2018.

DISTRIBUTION

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

CHAPTER 99-454

House Bill No. 1423

An act relating to the Lake Apopka Natural Gas District as created in portions of Orange and Lake Counties; codifying the district's charter, chapter 59-556, Laws of Florida, 1959, as amended; providing that chapter 59-556, Laws of Florida, 1959, and chapter 74-553, Laws of Florida, 1974, be codified, reenacted, amended, and repealed by this act; providing for a codified charter consolidating all special acts pertaining to Lake Apopka Natural Gas District into a single act and the re-creation of Lake Apopka Natural Gas District, an independent special district, for the purposes of acquiring, constructing, owning, operating, managing, maintaining, extending, improving, and financing one or more gas distribution systems, or one or more gas transmission systems, or gas transmission and distribution systems, for the use and benefit of its member municipalities of Apopka, Winter Garden, and Clermont, and for the benefit of the public and other users of gas in the district including such other municipalities to which the district may sell gas; authorizing counties, municipalities, and districts to enter into franchise agreements with the district; providing for a board of commissioners, and the governing body of the district to exercise the powers of the district and direct its affairs; providing officers for the district, authorizing the district to issue and sell revenue bonds payable solely from the revenues of its gas system or systems; authorizing and providing for the judicial validation of such bonds; providing for the adoption of resolutions or the execution and delivery by the district of other instruments of security for the benefit of the holders of such bonds; providing for the remedies and rights available to the holders of the bonds or certificates; prohibiting the district from any exercise of the power of taxation; providing that the bonds of the district and the interest thereon shall be tax exempt; providing that the resolutions, deeds, trust indentures and other instruments of, by, or to the district shall be tax exempt; providing for the use and utilization and distribution of the revenues of the gas systems of the district, regulating the use of the proceeds from the sale of any such bonds or proceeds from the sale of any such bonds or certificates, making such bonds or certificates legal investments for banks, trust companies, fiduciaries and public agencies and bodies; providing for the use of the public roads by the district; providing a covenant by the State of Florida not to alter the provisions of the act to the detriment of the holders of bonds or certificates of the district and making provisions with respect to the acquisition, construction, maintenance, operation, financing and refinancing of the gas system or systems by the district; authorizing the district to issue and sell refunding bonds, and providing for the collection of the fees, rentals or other charges for the services of the gas system; authorizing the district to require customers, as a condition of receiving goods and services from the district, to make a cash deposit to assure payment for charges made by the district for such goods and services and to accept surety bonds, letters of credit, and other forms of financial

guaranty in lieu of such cash deposits; to provide that the contracts and obligations heretofore entered into or incurred and the actions heretofore taken by Lake Apopka Natural Gas District shall not be impaired or otherwise affected by this re-enactment and codification of its enabling legislation; providing an effective date.

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

Section 1. Chapter 59-556, Laws of Florida, 1959, is codified, reenacted, amended, and repealed as herein provided.

Section 2. The Lake Apopka Natural Gas District is re-created and reenacted to read:

Section 1. The legislative findings contained in section 1 of chapter 59-556, Laws of Florida, 1959, are reaffirmed. It is hereby determined, found, and ascertained that:

(1) The municipalities of Apopka, Winter Garden, and Clermont, Florida, made such application, or applications, as were necessary and proper to obtain an allocation of natural gas for the use of the inhabitants of such cities and surrounding environs.

(2) Other nearby municipalities may likewise seek allotments of natural gas and it is deemed that the most economical method by which such municipalities can avail themselves of such gas, if allotments therefor be granted, is through the construction of a transmission line system designed to serve all of the above named municipalities and such others whose corporate authorities shall elect to participate in the project as hereinafter authorized.

(3) The most advantageous and economical method of affecting the construction of such project and financing the same is through the establishment of a district which shall be empowered to:

(a) Cause the construction of the project;

(b) Finance the same through the issuance of revenue obligations payable from the earnings of such system; and

(c) Operate and maintain the same for the benefit of the municipalities which it serves.

Section 2. Definitions.—Whenever used in this act, unless a different meaning clearly appears from the context:

(1) The term “gas transmission system” shall mean and include a supply of natural gas, whether acquired from wells or deposits or from a pipe line or other source of supply and a pipe line or lines, plant and system for the acquisition and the transportation, transmission, and delivery of natural gas or a plant for the manufacture or storage of gas and the transportation, transmission, and delivery thereof, together with all property and all appurtenances thereto, real, personal, or mixed, used or useful in connection therewith, including franchises, rights-of-way, and easements. A gas trans-

mission system may include facilities for making deliveries of gas to industrial and commercial users as well as to gas distribution systems.

(2) The term “gas distribution system” shall mean and include a plant and system for the distribution and sale of gas and gas services in a municipality and the surrounding territory, including the sale and distribution of gas to residential, commercial, industrial, institutional, and other users, together with all appurtenances thereto and all property, real, personal, or mixed used or useful in connection therewith, including franchises, rights-of-way, and easements.

(3) The term “system” shall mean and include a gas transmission system or systems and a gas distribution system or systems, or any one or more thereof.

(4) The term “district” shall mean the territory, hereinafter particularly described, located in portions of Orange and Lake Counties, as re-created and reestablished by this act.

(5) The terms “board of commissioners” and “board” shall mean the board of commissioners hereinafter provided for and constituting the governing body of the district.

(6) The term “municipality” shall mean and include incorporated cities, towns, and villages and other municipal corporations within the district.

(7) The term “member municipalities” shall mean the municipalities of Apopka, Winter Garden, and Clermont.

(8) The term “bonds” shall mean and include the bonds, notes, certificates, refunding bonds, or other financial obligations in either temporary or definitive form which the district is authorized to issue pursuant to this act.

(9) Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

Section 3. Creation and establishment.—The creation and establishment of a body corporate and an independent special district, whose existence shall be perpetual, to be known as “The Lake Apopka Natural Gas District,” by chapter 59-556, Laws of Florida, 1959, is hereby reaffirmed and reenacted. The objects and purposes of the district shall be:

(1) To acquire by purchase, lease, or construction, and to own, finance, operate, maintain, extend, and improve, one or more gas systems described as follows:

(a) A gas transmission system or systems to serve gas to customers within or without municipalities and/or to such of the member municipalities and such other municipalities in its area of service as the district may determine to serve, with an adequate supply of natural and/or manufactured gas, at such point or points as the district may determine, provided that before the district may serve any municipality within the district but not a member thereof, it shall first be granted a franchise by said municipality.

(b) A gas transmission line or lines for the purpose of supplying gas to customers within the district.

(c) A gas manufacturing plant or plants and system or systems.

(d) Such gas distribution system or systems serving such member municipalities, as well as the surrounding unincorporated area or areas and other such municipalities as the district or its board of commissioners may determine; provided that such service shall be confined to areas or municipalities within the district.

(e) Such other facilities and lines as may be necessary or desirable to serve such other customers along its supply lines as the district may determine to serve or be obligated to furnish service under the laws of Florida or the United States, provided such service is confined to customers located within the district.

(f) The district may itself own and operate gas distribution systems in its area of service, whether in a municipality which is a member of the district or in some other municipality or in unincorporated territory.

(2) To acquire by manufacture, purchase, or otherwise, natural or manufactured gas from any source whatsoever, public or private, now or hereafter available and to transport and transmit such gas so as to make the same available for sale and to sell and deliver gas to or within each of the member municipalities and to industrial and institutional users and to line tap commercial and residential users and to gas distribution systems within the area of service of the district, whether such gas distribution system is publicly or privately owned.

Section 4. Area of service.—The territorial limits and area of service of the district shall embrace and include the following described property lying and being in portions of Orange and Lake Counties, Florida:

Beginning at the Southwest corner of Section 31, Township 23 South, Range 24 East, in Lake County; thence east along the south boundary of Township 23 south to the southeast corner of Section 35, Township 23 South, Range 28 east; thence north along said Section line to the northwest corner of Section 1, Township 22 south, Range 28 east; thence east along the Township line between Townships 21 and 22 south to the southeast corner of Section 33, Township 21 south, Range 29 east; thence north along said Section line to the northeast corner of Section 28, Township 21 south, Range 29 east; thence west to the northwest corner of Section 30, Township 21 south, Range 29 east; thence north to the northeast corner of Section 36; Township 20 south, Range 28 east; thence northeasterly along the meandering of the Wekiva River to its intersection with the Township line between Townships 19 and 20 south; thence west along said Township line to the northwest corner of Section 6, Township 20 south, Range 27 east, thence south along said Range 27 east; thence south along said Range line to the northeast corner of Section 1, Township 21 south, Range 26 east; thence west along said Township line to the northwest corner of Section 6, Township 21 south, Range 24 east; thence south along said Range line to the point of beginning.

The district, however, may acquire a supply of gas either within or without its territorial boundaries and either within or without the state and may transport and transmit from the point of such acquisition to the system or systems of the district.

Section 5. Declaration of policy.—It is hereby found and declared that in the construction, acquisition, improvements, maintenance, operation, and extension in any or all of said gas system the district will be exercising a proper governmental function.

Section 6. Members of the district.—Members of the district shall be the municipalities of Apopka, Winter Garden, and Clermont.

Section 7. Powers of the district.—The district shall have each and all of the following powers, together with all power incidental thereto or necessary to the discharge thereof:

- (1) To sue and be sued and to defend suits against it;
- (2) To have and use an official seal for attesting bonds and other official acts and deeds and to alter same at pleasure;
- (3) To receive, acquire, take, and hold, whether by purchase, gift, or lease, devise or otherwise, real, personal, or mixed property of any nature whatsoever that the board of commissioners may deem a necessary or convenient part of, or useful in connection with, any system or systems herein authorized;
- (4) To make contracts extending over a period not exceeding 40 years for a supply or supplies of natural gas and for the sale and delivery of natural or manufactured gas;
- (5) To contract for the design, construction, extension, and repairs of any natural gas transmission and/or distribution system or for facilities and services connected therewith which the board shall in its discretion determine are necessary or desirable for the district;
- (6) To contract with any person, firm, or corporation for the entire supervision, operation, and management of any one or more of the systems of the district, including the collection and distribution of the revenue therefrom for such period of time as the board may deem advisable not exceeding 10 years and at such compensation and upon such terms as may be agreed upon and approved by the board of commissioners;
- (7) To borrow money for any authorized purpose and to issue in evidence of the borrowing interest bearing bonds payable solely from the revenues derived from the revenues derived from the operation of any one or more of its systems;
- (8) To pledge to the payment of its bonds any revenues from which said bonds are made payable;
- (9) To make such covenants in connection with the issuance of bonds or in order to secure the payment of bonds, as are needful to secure and protect

the rights of the holders of such bonds, notwithstanding that such covenants may operate as limitations on the exercise of other powers granted by this act;

(10) To establish, by resolution, rates and charges which shall be uniform throughout the district as to each class of consumer;

(11) To collect and enforce collection of such charges, by all legal means including, but not limited to, requiring customers, as a condition of receiving goods and services from the district, to make a cash deposit to assure payment of the charges made by the district for such goods and services and to accept surety bonds, letters of credit, and other forms of financial guaranty in lieu of cash deposits;

(12) To lease, exchange, sell, convey, and otherwise dispose of its real, personal, or mixed property by any form of conveyance or transfer;

(13) To appoint and employ officers, agents, and employees, including attorneys, as its business may require, to prescribe their duties, to fix their compensation, and to determine to what extent they shall be bonded for the faithful performance of their duties;

(14) To provide for such insurance as its board of commissioners may deem advisable;

(15) To retain and confer upon a corporate trustee the power to make disposition of the proceeds from all borrowing and all revenues derived from the operation of the system, in accordance with the resolution adopted by the board as an incident to the issuance of any notes, bonds, or other types of securities; and

(16) To exercise all powers of eminent domain now or hereafter conferred on counties in this state provided, however, that such power of eminent domain may not be exercised outside the territorial limits of the district. The powers hereinabove granted to the district shall be so construed to enable the district to fulfill the objects and purposes of the district as set forth in section 3 of this act.

Section 8. Franchises.—Any municipality, county, gas district, or agency of such municipality, county, or gas district, which is located wholly within the territorial limits of the district, or any agency of the state, is hereby empowered and authorized to enter into agreements, contracts, and franchises with said district upon such terms and conditions and for such periods of time as may be agreed upon, provided no agreement, contract, or franchise shall extend over a period exceeding 40 years.

Section 9. Eminent domain.—The powers of eminent domain herein granted and conferred upon the district incorporated under this act shall be exercised in the same manner and subject to the same limitations as in the case of counties in this state; provided the district shall have no powers of eminent domain beyond its territorial boundaries.

Section 10. Board of commissioners.—The district shall have a board of commissioners, consisting of five members. There shall be two members who

shall live in the corporate limits of the City of Apopka; there shall be two members who shall live in the corporate limits of the City of Winter Garden; and there shall be one member who shall live in the corporate limits of the City of Clermont. Each commissioner shall be appointed by the governing body of the municipality in which he or she resides and shall serve for a term of 2 years or until his or her successor is appointed in like manner and qualified. The commissioners shall serve without compensation; except that they shall be reimbursed for actual expenses incurred in and about the performance of their duties thereunder and at the direction of the board they may be paid a fee of not exceeding \$100 for each board meeting attended by them. Appointment to fill a vacancy shall be for the unexpired term. The appointing authority may remove any member of the board within the term within which he or she shall have been appointed, after giving to such member a copy of the charges against him or her and an opportunity to be heard in his or her defense and the action of the appointing authority shall be final and nonreviewable.

Section 11. Organization of the board; officers.—After their appointment, the members of the board of commissioners shall meet and organize. At such meeting, the members of the board shall elect from their number a chair. They shall also choose a secretary, who may, but need not be, a member of the board, and such other officers, agents, and employees as may appear to be desirable. One person may serve both as secretary and treasurer.

Section 12. Authority of the board.—The board shall constitute the governing body of the district. The board shall exercise all the powers of the district and shall do all things necessary or convenient in acquiring, owning, operating, developing, extending, improving, financing, and refinancing the gas system or systems owned or to be owned by the district, including, but not limited to, the adoption and amendment of rules and regulations for the management and conduct of its affairs and the enterprises in which it is engaged; to use with the consent of any of its member municipalities the agent, employees, or facilities or property of such municipalities and to provide for the payment of the agreed proportion of the costs therefor; to appoint officers, agents, and employees, including attorneys, and to fix their compensation, to provide for the execution of deeds, indentures of trust, bonds, gas supply contracts, gas service contracts, supervision contracts, and other instruments and contracts of the district. Action of the board shall be taken by resolution. Such resolution shall be effective immediately upon adoption without posting or publication.

Section 13. Bonds of the district.—

(1) The bonds of the district shall be authorized by resolution of the board and may be either term or serial bonds, shall bear such date or dates, mature at such time or times, not exceeding 40 years from their respective dates, bear interest at such rate or rates not exceeding 6 percent per annum, payable semiannually, be in such denomination, be in such form, either coupon or fully registered, shall carry such registration, exchangeability and interchangeability privileges, be paid in such medium of payment and at such place or places, be subject to such terms of redemption and be entitled

to such priority on the revenues, rates, fees, rentals, or other charges or receipts of the district as such resolution or any resolution subsequent thereto may provide. The bonds shall be executed either by manual or facsimile signature, by such officer as the board may determine, provided that such bonds shall bear at least one signature which is manually executed thereon and the coupons attached to such bonds shall bear the facsimile signature or signatures of such officer or officers as shall be designated by the board and shall have the seal of the board affixed, imprinted, reproduced, or lithographed thereon, all as may be prescribed in such resolution or resolutions.

(2) Such bonds may be sold either at public or private sale at such price or prices as the board shall determine to be in the best interest of the district, provided that the interest cost to the district on such bonds shall not exceed 6 percent per annum. Pending the preparation of definitive bonds, interim certificates may be issued to the purchaser or purchasers of such bonds and may contain such terms and conditions as the board may determine.

(3) Any such resolution or resolutions authorizing any bonds hereunder may contain provisions which shall be part of the contract with the holders of such bonds, as to:

(a) The pledging of all or any part of the revenues, rates, fees, rentals, or other charges or receipts of the district, derived by the district from the operation of its gas system or systems;

(b) The completion, improvement, operation, extension, maintenance, and repair of its system, and the duties of the board, the district, and others with reference thereto;

(c) Limitations on the purposes to which the proceeds of bonds then or thereafter to be issued, or of any loan or grant by the United States or the state may be applied,

(d) The fixing, charging, establishing, collecting of rates, fees, rentals, or other charges for the use of the services and facilities of the gas system of the district or any part thereof;

(e) The setting aside of reserves, sinking funds, or repair and replacement funds and the reservation and disposition thereof;

(f) Limitations on the issuances of additional bonds, the terms and provisions of any deed of trust or indenture securing the bonds under which the same may be issued; and

(g) Any other or additional agreements with the holders of the bonds which the board may deem desirable and proper.

(4) The board may enter into any deeds or trusts, indentures, or other agreements with any bank or trust company within or without the state, as security for such bonds and may, under such agreements, assign and pledge all or any of the revenues, rates, rentals, fees, or other charges or receipts of the district. Such deeds of trust, indentures, or other agreements, may

contain such provisions as is customary in such instruments as the board may authorize, including, but without limitation, provisions as to:

(a) The acquisition, construction, completion, improvements, operation, extension, maintenance, repair, and lease of the gas system or systems and the duties of the board and others with reference thereto;

(b) The application of funds and the safeguarding of funds on hand or on deposit;

(c) The rights and remedies of the trustees and the holders of bonds; and

(d) The terms and provisions of the bonds or resolutions authorizing the issuance of the same.

(5) Any of the bonds issued pursuant to this act are hereby declared to be negotiable instruments and shall have all the qualities and incidents of laws of the state relating to negotiable instruments.

(6) The bonds of the district and all matters connected therewith may be validated pursuant to the provisions of chapter 75, Florida Statutes, 1957, as in the case of a district located in more than one county.

(7) The bonds or any other obligations of the district shall not be a debt or obligation of the State of Florida, or a debt or obligation of any county, or a debt or obligation of any municipality which is a member of the district. The State of Florida, any county, or any such municipality shall not be liable in any way whatsoever thereon, and the holder of any such bonds or obligations may not compel the levy of any taxes for the payment thereof. The board shall have no power or authority to levy or collect any ad valorem tax on any property within the district and any such tax or assessment levy is hereby specifically prohibited.

(8) No referendum or election shall be required for the issuance of bonds of the district, except in such cases as such referendum or election may be required by the Constitution of the State of Florida.

Section 14. Remedies of the bondholders.—

(1) The rights and the remedies herein conferred upon or granted to the bondholders shall be in addition to and not in limitation of any rights and remedies lawfully granted to such bondholders by the resolution or resolutions providing for the issuance of bonds or by any deed or trust, indenture, or other agreement under which the bonds may be issued or secured. In the event that the district defaults in the payment of the principal of or interest on any of the bonds issued pursuant to the provisions of this act after such principal of or interest on said bonds shall have become due whether at maturity or upon call for redemption, and such default continues for a period of 30 days, or in the event that the district shall fail or refuse to comply with the provisions of this act or any agreement made with or for the benefit of, the holders of the bonds, the holders of 25 percent in the aggregate principal amount of the bonds then outstanding shall be entitled as of right, to the appointment of the trustee to represent such bondholders for the purposes

hereof; however, such holders of 25 percent in the aggregate principal amount of the bonds then outstanding shall have first given notice of their intention to appoint a trustee to the district. Such notice shall be deemed to have been given if given in writing, and deposited in a securely sealed postpaid envelope, mailed at a regularly maintained United States Post Office box or station and addressed respectively to the chair of the district at the principal office of the district.

(2) Such trustee, and any trustee under any deed of trust, indenture, or other agreement may, and upon written request of the holders of 25 percent (or such other percentages as may be specified in any deed of trust, indenture, or other agreement aforesaid) in the principal amount of the bonds then outstanding, shall, in any court of competent jurisdiction, in his or her or its own name:

(a) By mandamus or other suit, action, or proceeding at law or in equity, enforce all rights of the bondholders, including the right to require the district to fix, establish, maintain, collect, and charge rates, fees, rentals, and other charges, adequate to carry out any agreement as to, or pledge of, the revenues or receipts of the district and to require the district to carry out any other covenants and agreements with or for the benefit of the bondholders, and to perform its and their duties under this chapter.

(b) Bring suit upon the bonds.

(c) By action or suit in equity require the district to account as if it were the trustee of any express trust for the bondholders.

(d) By action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the bondholders.

(3) Any trustee when appointed as aforesaid, or acting under a deed of trust, indenture, or other agreement, and whether or not all bonds have been declared due and payable, shall be entitled as of right to the appointment of a receiver, who may enter upon and take possession of the system or the facilities or any part or parts thereof, the rates, fees, rentals, or other revenues, charges, or receipts from which are, or may be applicable to the payment of the bonds so in default, and operate and maintain the same, for and on behalf of and in the name of, the district, and the bondholders, and collect and receive all rates, fees, rentals, and other charges or receipts or revenues arising therefrom in the same manner as the district might do, and shall deposit all such moneys in a separate account and apply the same in such manner as the court shall direct. In any suit, action, or proceeding by the trustee, the fees, counsel fees, and expenses of the trustee, and said receiver, if any, and all costs and disbursements allowed by the court shall be a first charge on any rates, fees, rentals, or other charges, revenues, or receipts, derived from the system, or the facilities or services or any part or parts thereof, which said rates, fees, rentals, or other charges, revenues, or receipts shall or may be applicable to the payment of the bonds so in default. Such trustee shall, in addition to the foregoing, have and possess all of the powers necessary or appropriate for the exercise of any functions specifically set forth herein or incident to the representation of the bondholders in the enforcement and protection of their rights.

(4) Nothing in this section or any other section of this chapter shall authorize any receiver appointed pursuant hereto to sell, assign, mortgage, or otherwise dispose of any of the assets of whatever kind and character belonging to the district. It is the intention of this chapter to limit the powers of such receiver to the operation and maintenance of the system, or any facility, or part or parts thereof, as the court may direct, in the name and for and on behalf of the district, and the bondholders, and no holder of bonds of the district nor any trustee, shall ever have the right in any suit, action, or proceeding at law, or in equity, to compel a receiver, nor shall any receiver be authorized or any court be empowered to direct the receiver to sell, assign, mortgage, or otherwise dispose of any assets of whatever kind or character belonging to the district.

Section 15. Proceeds from the sale of bonds.—All moneys derived from the sale of any bonds issued by the district shall be used solely for the purpose or purposes for which the same are authorized including any engineering, legal, or other expenses incident thereto, and in the case of bonds issued in whole or in part for the construction of a gas system or systems or any part thereof, interest on such bonds (or, if a part only of the bonds are issued for the purpose of such construction, on the part of such bonds issued for that purpose) prior to and during such construction and for not exceeding 3 years after completion of such construction and in the case of bonds issued by the district for the purpose of refunding outstanding bonds of such district, any premium which it may deem necessary to pay in order to redeem or retire the bonds to be refunded. The treasurer or other officer designated by the board shall give a receipt for the purchase price to the purchaser of any such bonds, which receipt shall be full acquittal to such purchaser and he or she shall not be under any duty to inquire as to the application of the proceeds of such bonds.

Section 16. Disposition of net revenues.—All net revenues derived from the system, the disposition of which the district shall not have covenanted or contracted to otherwise dispose of, shall be paid over to the municipalities which shall be members of the district in such proportions as the board from time to time shall fix and determine.

Section 17. Refunding bonds.—The board is hereby authorized to provide by resolution for the issuance of refunding bonds of the district for the purpose of refunding any bonds then outstanding and issued under the provisions of this chapter or any other law for the purpose of applying all or a part of the cost of the system or extensions and additions thereto. The board is further authorized to provide by resolution for the issuance of a single issue of bonds of the district for the combined purposes of:

(1) Paying the cost of any improvements, extensions, and additions to the existing system or of acquiring by purchase or of constructing an additional system or systems; and

(2) Refunding bonds of the district which shall theretofore have been issued for such system and shall then be outstanding and which shall then have matured or be subject to redemption or can be acquired for retirement. The issuance of such refunding bonds, the maturities and other details

thereof, the rights of the holders, and the duties of the board and of the district in respect to the same, shall be governed by the foregoing provisions of this chapter insofar as the same may be applicable.

Section 18. Cooperation with other political subdivisions, agencies, and individuals.—Express authority and powers are hereby given and granted any county, municipality, drainage district, road and bridge district, school district, or any other political subdivision, board, commission, or individual in, or of the state to make and enter into with the district, contracts, leases, conveyances, or other agreements within the provisions and purposes of this chapter. The district is hereby expressly authorized to make and enter into contracts, leases, conveyances, and other agreements with any political subdivision, agency, or instrumentality of the state, any and all federal agencies, corporations, and individuals for the purpose of carrying out the provisions of this chapter.

Section 19. Eligibility for investments and security.—Any bonds or other obligations issued pursuant to this chapter shall be and constitute legal investments for banks, savings banks, trustees, executors, administrators, and all other fiduciaries, and for all state, municipal, and other public funds.

Section 20. Consent of state agencies.—It shall not be necessary for the district, in proceeding under this act, to obtain any certificates of convenience or necessity, franchise, license, permit, or other authorization from any bureau, board, commission, or other like instrumentality of the state or of Lake and Orange Counties, in order to construct, acquire, or improve such system or systems, or to exercise any of the powers granted in this act.

Section 21. The body corporate hereby created shall be deemed to be owned and operated by the member municipalities.

Section 22. Covenants of the state.—The state hereby covenants with the holders of any bonds or other obligations issued pursuant to this act, and the coupons appertaining thereto, that it will not in any manner limit or alter the power and obligation vested by this act in the district to fix, establish, and collect, in the manner provided in this act, such fees, rentals, or other charges for the facilities and services of such system or systems, and to revise the same from time to time whenever necessary, as will always be sufficient, together with any other pledged funds, to pay the expenses of operation, maintenance, and repair of such system or systems, and to comply fully with and fulfill the terms of all agreements and covenants made by the district with holders of such bonds or other obligations, until all such bonds or other obligations, together with all interest accrued or to accrue thereon, and all costs or expenses in connection with any action or proceedings by or on behalf of the holders of such bonds or other obligations are fully paid and discharged, or adequate provisions made for the payment or discharge thereof.

Section 23. Use of public roads.—The district shall not be authorized to use the right-of-way of any public roads, whether state, county, or municipal, without first securing the prior approval of the governmental agency having jurisdiction thereof.

Section 24. If any rates, fees, or charges for the services and facilities furnished by any gas system or systems constructed or reconstructed by the district under the provisions of this act shall not be paid when due, the district may discontinue and shut off the supply of the services and facilities of the system to the customer so supplied with such services or facilities until such fees, rentals, or other charges, including the interest, penalties, and charges for the shutting off and discontinuance or the restoration of such services or facilities are fully paid, and for such purposes may enter on any lands, waters, and premises of such delinquent customers, within or without the boundaries of the district. Such delinquent fees, rentals, or other charges, together with interest, penalties, and charges for the shutting off and discontinuance or the restoration of such services or facilities, and reasonable attorney's fees and other expense may be recovered by the district by suit in a court of competent jurisdiction. The district may also enforce payment of such delinquent fees, rentals, or other charges by any other lawful means of enforcement.

Section 3. Except as specifically reenacted herein, chapter 59-556, Laws of Florida, 1959, and chapter 74-553, Laws of Florida, 1974, are repealed.

Section 4. The contracts and obligations heretofore made and incurred and other actions heretofore taken by the Lake Apopka Natural Gas District shall not be impaired or otherwise affected by enactment of this codification of the special acts referred to in Section 2, hereof, or by the repeal of those special acts provided for therein.

Section 5. In the event any section or provision of this act is determined to be invalid or unenforceable, such determination shall not affect the validity of or enforceability of each other section and provision of this act.

Section 6. In the event of a conflict of the provisions of this act with the provisions of any other act the provisions of this act shall control to the extent of such conflict.

Section 7. This act shall take effect immediately upon becoming a law.

Approved by the Governor May 26, 1999.

Filed in Office Secretary of State May 26, 1999.

Backup material for agenda item:

1. Thank you letter to the City of Apopka from the GFWC Apopka Woman's Club Inc.

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



April 29, 2016

Mayor Joe Kilsheimer:
City of Apopka
120 East Main Street
Apopka, Florida 32703

Dear Mayor Kilsheimer,

Apopka Woman's Club would like to extend our heartfelt gratitude for the employees of Apopka Public Services Department – Grounds Division who helped make the 55nd Apopka Art and Foliage Festival such a tremendous success. They worked very hard to accommodate the multiple needs days in advance, during the festival and when break down came, in the foliage area of Kit Land Nelson Park. Items removed from storage were assembled and spruced up, fencing went up and access to electric and water was made available. When breakdown came after the festival, all went very smoothly. Whatever our needs were, these employees were more than willing and happy to accommodate us.

It is with great pleasure that we present the list of names of these employees who made this possible:


Pre-Festival Park Set-up; painting, planting, electrical, water:

Festival Display Set-up, Breakdown and working with us at the festival:

Dennis Carter, Melvin Jones, Ryan Leonard, Juan Moreno, Brad Green, Clifford White,
Alvin Hagins, Tim Rippon, Joe Leonard, Cheryl Pilkington, Beau Kirkland,
Juan Montealegre, Keith Tincher, Jeremy West, David Odom.

Apopka is most fortunate to have such a dedicated work force and we feel proud to partner with this team. We look forward to working with them again on the 56th Apopka Art and Foliage Festival, April 29 and 30, 2017.

Sincerely,



Kathy Hopper
Foliage Chairman

CC: Mr. Glenn Irby, Chief Administrative Officer.
CC: Jay Davoll, Director of Public Services
CC: Kevin Burgess, Assistant Director of Public Services
CC: Dennis Carter, Manager Streets and Grounds

Backup material for agenda item:

2. Thank you letter to the Police Department from the Kids House Children's Advocacy Center.



April 19, 2016

City of Apopka
Law Enforcement Trust Fund
PO Box 1229
Apopka, FL 32704-1229

Timothy & Jerome

Dear Friend of Kids House,

On behalf of the thousands of children we serve, thank you for your generous contribution to Kids House. We have received your donation of \$500 and very much appreciate your support. Your generous donation allows us to make a difference in the lives of children affected by abuse, and what's more, play an important role in their recovery and healing process.

It is only through the kindness and dedication of community members, like you, that we can further our efforts to prevent and treat child abuse.

Thank you, again, for your contribution.

Sincerely,

Terri McClung
Terri McClung
Director of Philanthropy

*You guys are awesome!
Thank you so very much!
You are helping change kids lives!*

The following information is provided for your records. Please retain this letter of acknowledgement and receipt for tax purposes.

Donation Amount	Date Received
\$500	4/14/16

No goods or services were received in exchange for the generous gift(s) listed above. Kids House of Seminole, Tax ID: 59-3415005.



Backup material for agenda item:

3. Thank you letter to the Community Development Department from Resident.

From: [REDACTED]
Sent: Friday, May 06, 2016 2:05 PM
To: Bonnie Smith
Cc: Jay Davoll
Subject: Re: [REDACTED] Parkglen Circle

Ms. Smith:

I received the flood determination document(s).

Thank you very much. It is with great pleasure that I commend you and the Apopka City Government for your courtesy, friendliness and efficiency. I am impressed by your turn around time.

Thanks,

Frank and Zhouping Zhang.

Backup material for agenda item:

4. Thank you card to the City from the Family of the Late Reverend Albert E. Dean

We truly thank you!



And God shall wipe away all tears from their eyes; and there will be no more death, neither sorrow, nor crying, neither shall there be any more pain; for the former things are passed away.

-Revelation 21:4

For each uttered prayer, for each lovely card,
for each beautiful flower, for all your
comforting words, your visits and your many
acts of kindness, we say THANK YOU!!

Please accept our sincere gratitude and know
that your love and support have meant more to
us than mere words could ever express.
The blessings of God be yours forever.

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The Family of the Late Reverend Albert E. Dean