



APOPKA DEVELOPMENT REVIEW COMMITTEE AGENDA

November 8, 2023 9:00 AM
Apopka City Hall Council Chambers

SPECIAL EVENTS

1. Bahia Shriners - Bahia Shrine 5K Camel Walk/Run - Northwest Recreation Complex - April 6, 2024, 6 AM - 12 PM
2. Foliage Sertoma Club of Apopka, Inc - Christmas Parade - Park Avenue in Apopka between 3rd and Votaw Rd. -December 9, 2023, 10:00AM - 12:00 PM
3. DJAJ Enterprises, LLC DBA Jackson Arborist Consulting- Legend of the Geezers 2024-Camp Wewa- January 15-22, 2024, 7:00 AM - 10:00 PM
4. BBYO - BBYO Sports & Wellness Day - Northwest Recreation Facility - February 16, 2024, 7:00 AM - 4:00 PM
5. Reflections Grief & Wellness Care, Inc. - Be the Light Reflection Walk - Kit Land Nelson Park - March 2, 2024, 5:00 PM - 8:00 PM
6. Goodtime Car Club - Goodtimes 4th Annual CincoDeMayo Lowrider and Classic Car Show - Edwards Field - May 5, 2024, 10:00 AM - 5:00 PM
7. N.A.O.M.I. Kids INC. - Family Fun Day 2024 - Edwards Field - May 11, 2024, 9:00 AM - 4:00 PM
8. Indian Horizon of Florida - India Fest Apopka - Apopka Amphitheater - June 8th & 9th, 2024, 4:00 PM - 10:00 PM

SITE PLAN:

MAJOR DEVELOPMENT PLAN

1. Keene Road Retail - Major Development Plan (MDP), 1st Submittal

CONSTRUCTION SITE PLAN

1. Keene Road Retail - Construction Site Plan (CSP), 1st Submittal
2. Farm Credit Apopka - Construction Site Plan (CSP), 1st Submittal

PLAT

1. Kelly Park Multi-Family Phase 3 - Plat, 1st Submittal

Community Development District

1. HDR-25, HDR 20 Repeal, 1st Submittal

2. Golden Gem CDD (Wyld Oaks), 1st Submittal

DISCUSSION

ADJOURNMENT

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.

April 6th 2024

Bahia Shrine

- Completed Special Event Permit Application (Online Form or print form can be requested at events@apopka.net).
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing

Applicant must be present for duration of event.

Organization Name Bahia Shriners

Name of Applicant Alan Higgins

Mailing Address 3101 E Semoran Blvd

City Apopka

State FL

Zip Code 32701

Cell Phone 407-414-8927

Email bahiashriners5k@gmail.com

Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?

No

State of Florida Tax ID Number 59-0727004

Name of the Event Bahia Shrine 5K Camel Walk/Run

Date(s) of the Event April 6, 2024

Hours of the Event 6am-12pm

Location of the Event Northwest Recreation Complex

Does the location of the event take place on Public or Private Property?

Yes

Anticipated attendance: 300

Briefly describe the event and all activities that will occur during the event:	A one mile walk/run at 7:30am around the lake. A 5K walk/run at 8am around the lake and out toward Appy and back around the lake ending near the pavilion. A 0.05K walk/run in the grass between the sidewalk adjacent to the lake and sidewalk next to the parking lot. We will also have a few yard games in the grass too. Our Gus bus will be there with our camel, Sir Gus, Jr. for photo ops as in the previous four years.
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Event Category	• Organized Run/Walk
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Are there flyers or advertisements for this event?	No
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Additional Event Information	We will be setting up the afternoon prior to the 5K and again early morning prior to the start. Awards will be announced at the end of the 5K around 10am and then we will pack up and load out by 12pm Saturday.
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Will there be admission fees to your event?	Yes
Will you be serving alcohol?	No
Is your event open to the public?	Yes
Does your event include food concession?	No
Do you intend to have food trucks at your event?	No
Will there be merchandising vending at your event?	No
Will they need electric?	Yes

Additional fees apply for electric use.

Will you be hiring a private security company for the event?	No
Do you require overnight security?	No
Are there musical entertainment features related to your event?	No
Will amplified sound be used during the event?	Yes
Will any streets be closed or will the flow of traffic be affected by the event?	No
Does your event include the use of tents?	Yes

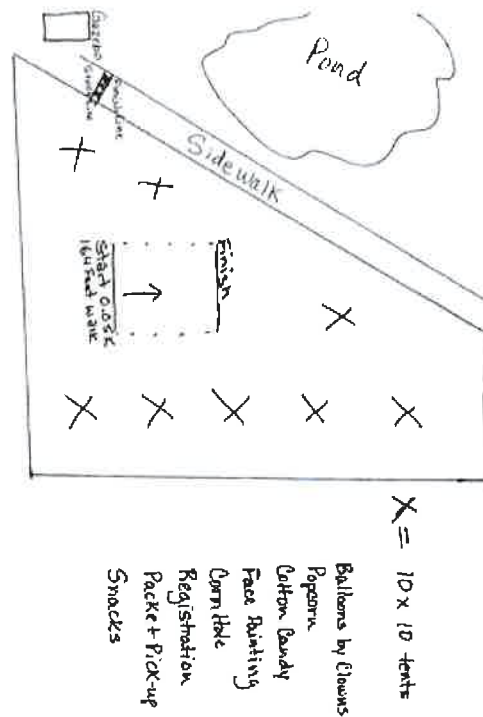
Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents?	10 x 10
Will inflatables be used at your event?	No
Will your event include any fireworks or pyrotechnics?	No

Layout map for event

File(s) attached:

 2021NWRC5kCourse.docx



Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date 04/05/2024
Start Time 3:00 PM (EDT)
End Time 6:00 PM (EDT)

Event Dates

Date 04/06/2024
Start Time 6:00 AM (EDT)
End Time 10:00 AM (EDT)

Take Down/Load Out

Date	04/06/2024
Start Time	10:00 AM (EDT)
End Time	12:00 PM (EDT)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant	Alan Higgins on behalf of Mark Charlton
Title of Applicant	Race Coordinator on behalf of Potentate
Date Submitted	09/13/2023

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

Please provide a copy of your certificate of insurance.

File(s) attached:



Certificate of Liability Insurance 01202021.pdf

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.
- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or Food Trucks and/or any vehicle that functions as the workplace or is used to perform contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.
- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.

- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

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

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant



Name of Applicant

Alan Higgins on behalf of Mark Charlton

Title of Applicant

Race Coordinator on behalf of Potentate

Sponsoring Organization Name

Bahia Shriners

NORTHWEST RECREATION COMPLEX, APOPKA, FL

5K ROUTE – AS OF 01/11/21

FULL ROUTE



[illegible]

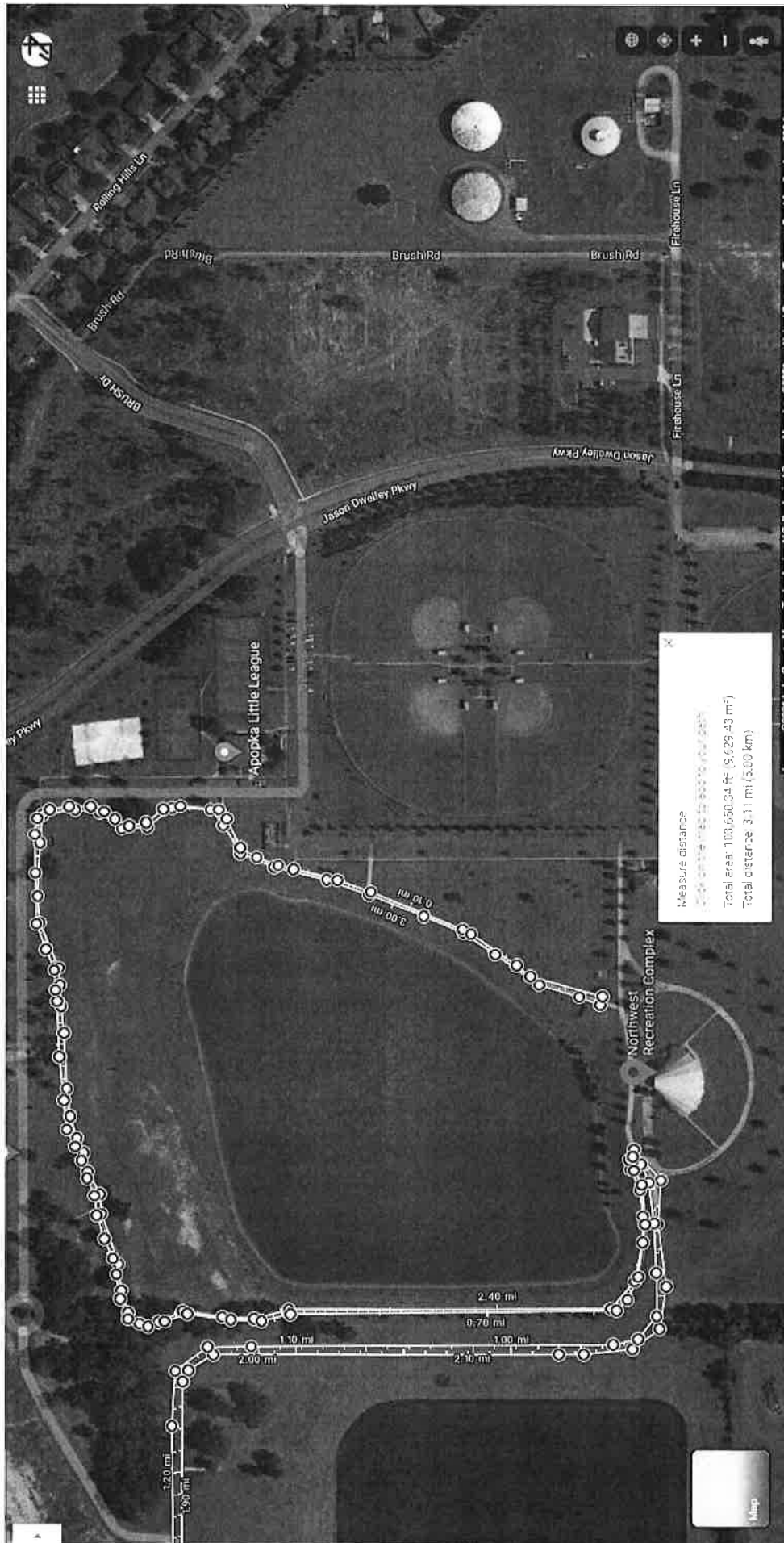
1ST MILE (counterclockwise around pond)(1M mark = west of pond)



2ND MILE (turnaround near Appy Lane)(2 M mark = west of pond)



Northwest Recreation Complex x +



- Completed Special Event Permit Application (Online Form or print form can be requested at events@apopka.net).
- Event Description
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- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing

Applicant must be present for duration of event.

Organization Name Foliage Sertoma Club of Apopka, Inc.

Name of Applicant Lorena Potter

Mailing Address PO Box 718

City Apopka

State FL

Zip Code 32704

Cell Phone 407-583-7349

Email forevrbzy60@cfl.rr.com

Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?

Yes

State of Florida Tax ID Number 59-2253765

A copy of your 501C3 non-profit certificate is required for non-profit status. Otherwise taxes will be charged.

Please attach a copy of your 501C3 non-profit certificate

File(s) attached:

W-9 Request for Taxpayer Identification Number and Certification

Print Form by the requester. Do not send to the IRS.

1. Name (last, first, and middle initial) or the name of the partnership, trust, or other entity. Do not use a name that is not the legal name of the entity.

2. Address (street, city, state, and ZIP code)

3. Taxpayer Identification Number (TIN)

4. Signature of the taxpayer (individual) or authorized officer (entity)

5. Date

6. Signature of the requester (individual) or authorized officer (entity)

7. Date

8. Signature of the requester (individual) or authorized officer (entity)

9. Date

10. Signature of the requester (individual) or authorized officer (entity)

11. Date

12. Signature of the requester (individual) or authorized officer (entity)

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99. Date

100. Signature of the requester (individual) or authorized officer (entity)

Name of the Event Apopka Christmas Parade

Date(s) of the Event 12/9/2023

Hours of the Event 10 am -noon

Location of the Event Park Ave in Apopka between 3rd and Votaw

Does the location of the event take place on Public or Private Property?

No

Anticipated attendance: 5000

Briefly describe the event and all activities that will occur during the event: 47th annual Apopka Christmas Parade. Parade runs from 3rd Street to Votaw along Park Avenue. Event is 12/9/23 parade start is at 10 am, but staging will begin around 7:30 am. The parade will conclude by noon.

Event Category • Other

Please specify Christmas Parade

Are there flyers or advertisements for this event?

Yes

Attach Flyer or Advertisement 1 File(s) attached:



parade flyer.docx

Additional Event Information City is a co-sponsor of the parade. Participants and volunteers are asked to complete and return liability waivers. Police and Fire Departments participate in the parade.

Will there be admission fees to your event?

No

Will you be serving alcohol?	No
Is your event open to the public?	Yes
Does your event include food concession?	No
Do you intend to have food trucks at your event?	No
Will there be merchandising vending at your event?	No
Will they need electric?	No
Will you be hiring a private security company for the event?	No
Do you require overnight security?	No
Are there musical entertainment features related to your event?	No
Will amplified sound be used during the event?	Yes
Will any streets be closed or will the flow of traffic be affected by the event?	Yes

Please indicate the road names Park Ave, 3rd St, 2nd St, Orange St, Magnolia St, Oak St, Highland Ave, Votaw

Does your event include the use of tents?	Yes
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Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents? Two 10 x 10 tents over VIP seating bleachers

Will inflatables be used at your event?	No
Will your event include any fireworks or pyrotechnics?	No

Layout map for event *File(s) attached:*



Parade Staging Area Map[4812] (1).pdf

Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date 12/09/2023

Start Time 8:00 AM (EDT)

End Time	8:30 AM (EDT)
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Event Dates

Date	12/09/2023
Start Time	10:00 AM (EDT)
End Time	12:00 PM (EDT)

Take Down/Load Out

Date	12/09/2023
Start Time	12:00 PM (EDT)
End Time	1:00 PM (EDT)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant	Lorena Potter
Title of Applicant	President; Foliage Sertoma Club of Apopka
Date Submitted	11/01/2023

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

Please provide a copy of your certificate of insurance.

File(s) attached:



5 year event co-production agreement .pdf

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.
- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in

such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or Food Trucks and/or any vehicle that functions as the workplace or is used to perform contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.

- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

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

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant



Name of Applicant

Lorena Potter

Title of Applicant

President; Foliage Sertoma Club of Apopka

Sponsoring Organization Name

Foliage Sertoma Club of Apopka, Inc.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Foliage Club of Apopka, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 718

6 City, state, and ZIP code

Apopka, FL 32704

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 2 2 5 3 7 6 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Lorena M. Potter

Date ►

1-3-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

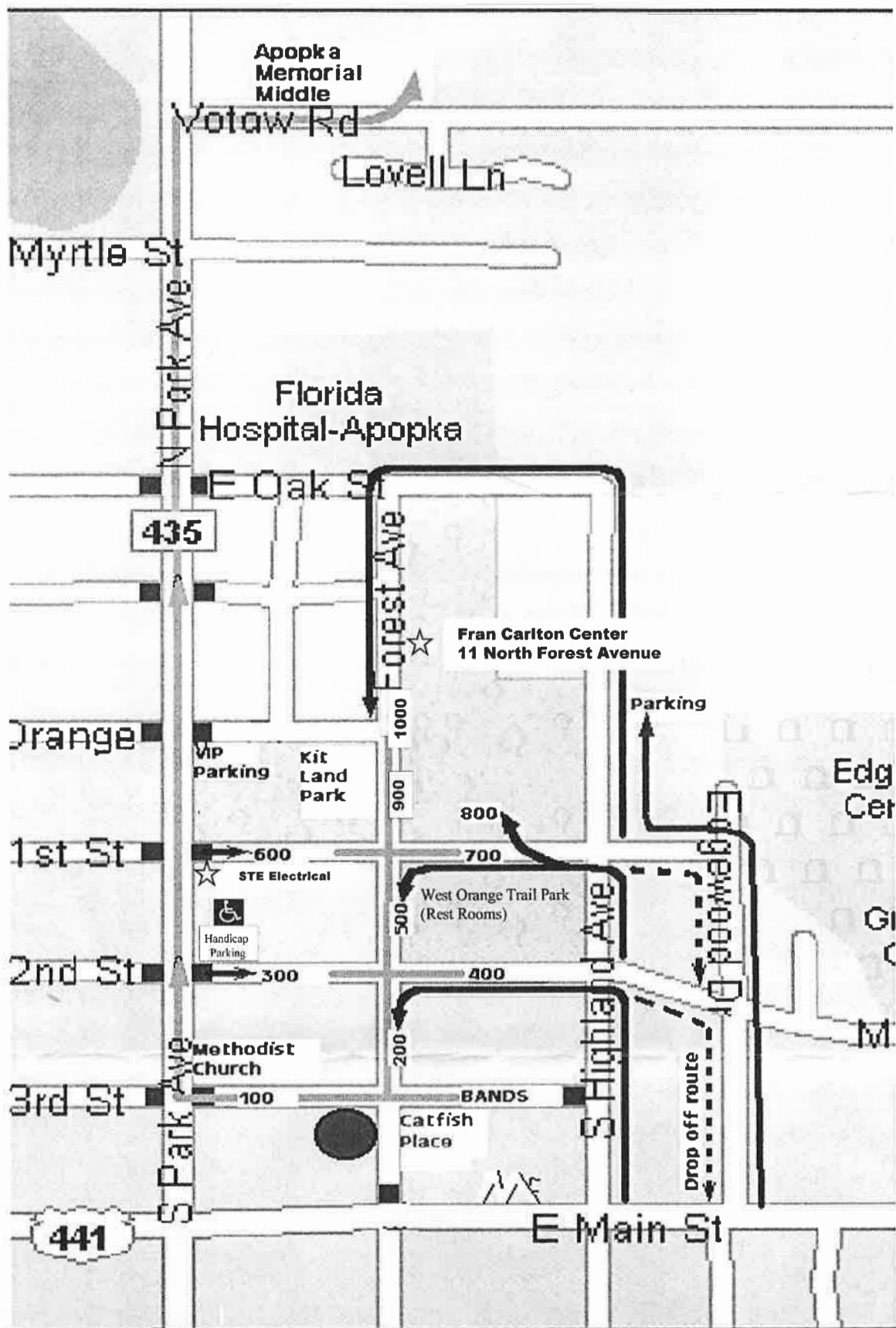
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



- ← Parking for Parade Watchers
- ← Parade Route
- ← Participants Arrival Route

- ROAD BLOCKS/ROAD CLOSED
- Parade Marshall Staging Area

**City of Apopka
Event Co-Production Agreement**

Event Name: Apopka Christmas Parade

This EVENT CO-PRODUCTION AGREEMENT ("Agreement") is made and entered into this 3RD day of NOVEMBER, 2020, by and between the CITY OF APOPKA, FLORIDA, a municipal corporation (the "City" or "Event Venue"), and the Foliage Sertoma Club of Apopka, Inc., a Florida not for profit corporation ("Sertoma"), for the annual Apopka Christmas Parade (the "Event"). The City and Sertoma may be referred to collectively as the "Parties" or each individually as "Party".

RECITALS

WHEREAS, Sertoma proposed that the City collaborate with it in running the annual event known as the "Apopka Christmas Parade"; and

WHEREAS, the City recognizes that the Apopka Christmas Parade may bring a positive economic benefit to the City and its citizens while promoting a message of health, hope and unity for individuals of all ages; and

WHEREAS, the City recognizes the benefits of having such an event occur in the same location annually, including increasing attendance and recognition for the City in being identified with the event; and

WHEREAS, the City and Sertoma desire to collaborate to co-produce the Event under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration expressed herein, the Parties agree as follows:

1 EVENT DETAILS

- 1.1 *Purpose.* The Parties desire to work together cooperatively to co-produce the Event in accordance with the standards set forth in the Apopka Municipal Code. The Parties agree that the Event shall be co-branded as an event produced by both the City and Sertoma. The Parties offer and agree to perform their obligations regarding the Event in accordance with the terms and conditions of this Agreement.
- 1.2 *Date and Time.* The Parties agree to host the Event annually on the second Saturday of December. The Event may begin staging as early as 6 AM and must conclude by 1 PM.
- 1.3 *Location.* The Parties mutually agree that the Event route will be Park Avenue from 3rd Street to Votaw Road. Any deviation to this route must be approved, in writing, by the City. Event staging may take place at Kit Land Nelson Park, Edwards Field; and sections of East 3rd Street, East 2nd Street, East 1st Street, East Orange Street, and North Forest Avenue.

- 1.4 *Name.* The Parties jointly agree that the Event name shall be the Apopka Christmas Parade, and that when the location of the Event is referenced in any materials related to the Event, the location shall be stated as Apopka, Florida.
- 2 **EVENT REVENUES.** The Parties agree that Sertoma shall retain all revenues derived from sponsorship fees, applicant fees, and other fees derived from co-producing the Event.
- 3 **EVENT MANAGEMENT**
 - 3.1 *Event Management.* The City and Sertoma agree to prepare for and manage the Event in accordance with the terms set forth in the Special Event Permit package.
 - 3.2 *Use of Marks, Logos, Trademarks, and Event Name.* Sertoma grants a nonexclusive, royalty-free, non-transferable license to the City to use Sertoma's name, logo, any item used in connection with that name or logo, and Sertoma's registered symbols and trademarks, as well as the Event Name (collectively, "Marks"), in all marketing efforts for the Event and related to other responsibilities it assumes pursuant to the Special Event Permit package for the purposes of permitting the City to fulfill its obligations under this Agreement. City grants a nonexclusive, royalty-free, non-transferable license to Sertoma to use the City's Marks, in all marketing efforts for the Event and related to other responsibilities it assumes pursuant to the Special Event Permit for the purposes of permitting Sertoma to fulfill its obligations under this Agreement.
 - 3.3 *Additional Responsibilities.* All additional responsibilities will be addressed and outlined in the Special Event Permit package, which Sertoma shall prepare and provide to the City no later than ninety (90) days prior to the Event. Sertoma agrees to provide the City with the opportunity for input and approval of responsibilities assigned to the City in the Special Event Permit package.
- 4 **OTHER DUTIES OF THE PARTIES**
 - 4.1 *Joint Approval.* The City and Sertoma shall both have the right to review and jointly agree on all production aspects of the Event.
 - 4.2 *Waivers.* The City will draft an Indemnity and Hold Harmless Agreement ("Waiver") for all participants to complete. Sertoma shall include this Waiver in the Event entry packet and ensure that each participant in the Event signs and acknowledges the Waiver. Original copies of the Waiver shall be retained by the City's Risk Specialist.
 - 4.3 Sertoma shall provide the City with a listing of official registrants for the Event for that year no later than one week prior to the Event.
 - 4.4 *No Responsibility for Property.* The City shall not be responsible for the loss, theft or damage to the property of Sertoma, its representatives, or agents, guests, customers, invitees, permittees, vendors, or suppliers.
 - 4.5 *Reservation or Control of Park and Public Space.* The City reserves the right to control any and all park areas or public spaces used for the Event; to enforce all of its rules or

regulations regarding any park area; and to inspect any park area or public space used for the Event during the Event, without unreasonably interfering with Sertoma, its employees, guests, patrons, or invitees. The City shall have the right, but not the duty, to eject any person from any park area or public space used for the Event for violation of the law, rule, or regulation without liability.

- 4.6 *Permit Acquisition and Fees.* The City shall be responsible for obtaining and fulfilling all requirements for permits necessary to the Event as set forth in the Special Event Permit package. The City agrees not to charge Sertoma any permit fee for the use of any park area or public space used for the Event.
- 4.7 *Emergency Plan.* The Parties shall jointly create and approve an emergency plan for the Event, which could include a first-aid station equipped with emergency medical technicians on standby throughout the scheduled Event hours if needed.
- 4.8 *Security.* The Parties agree to coordinate with the Apopka Police Department to provide security for the Event in compliance with any applicable laws, policies, or regulations.

5 TERM AND TERMINATION

- 5.1 *Term.* This Agreement shall be effective on the 3RD day of NOVEMBER, 2020, at 12:01 a.m., (the "Effective Date"). The Parties agree to hold the Event for five (5) consecutive years, starting in 2020, and shall terminate at the earlier of the date on which all obligations of the Parties have been met or at 11:59 PM on the 31st of December, 2025, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Notwithstanding this term, the City may terminate this Agreement with no cause no later than January 1, 2021, upon providing written notice to Sertoma. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.
- 5.2 *Continuing Performance Required.* Sertoma shall perform its obligations in accordance with this Agreement commencing on the Effective Date until this Agreement is terminated or suspended in accordance with the terms herein. Sertoma shall not temporarily delay, postpone, or suspend the performance of its obligations without the written consent of the Mayor or City Administrator expressly authorized in writing.
- 5.3 *Termination for Non-Performance.* Should a party to this Agreement fail to materially perform in accordance with the terms and conditions herein, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For the purpose of this subsection 5.3, "reasonable time" shall be not less than five (5) business days. Provided that notice of non-performance is provided in accordance with this subsection 5.3, nothing in this

subsection 5.3 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

5.4 *Delivery of Notice of Termination.* Any notice of termination permitted by this Section 5, and its subsections, shall be addressed to the respective party at the address provided in Section 10 herein, and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

5.5 *Cancellation of Event for Emergency.* The City may, in its sole discretion, but after conferring with Sertoma, postpone, delay, or cancel any Event due to a locally declared emergency or safety concern.

6 **INSURANCE.** During the term of this Agreement, The City shall secure and maintain an insurance policy applicable to all Event premises and all Event operations. The policy shall include coverage for bodily injury, property damage and personal injury.

7 **CONFORMANCE WITH CITY POLICIES AND OTHER APPLICABLE LAW**

7.1 *Damage to City Property.* Sertoma is aware that any park or other public area used for the Event is a public space and, therefore, Sertoma shall take all steps necessary to prevent injury to vegetation, wildlife, or historic structures and objects, and shall be responsible to the City for any damage caused by Sertoma or its agents, employees, participants, or volunteers. Sertoma shall preserve and maintain any park area or public space used for the Event in the same condition as that existing prior to the Event. In the event of any damages to any park area or public space used for the Event occurring during the Event caused by Sertoma, its employees, agents, volunteers, participants, or affiliates prior to, during, or following the Event, Sertoma shall pay for the actual cost of repair, replacement, or remedy of such damage. In the event of such damage, the City shall send Sertoma an invoice detailing the costs of the damage, and Sertoma's failure to pay such costs within ten (10) days of receipt of such invoice shall constitute breach of this Agreement.

7.2 *Interaction with Public.* Sertoma recognizes that its conduct during, and in conjunction with, the production of the Event reflects upon its reputation in the community as well as upon the public perception of the City. Therefore, Sertoma offers and warrants to the City that Sertoma, its agents, employees, participants, and volunteers will conduct all of their interactions with the citizens and the public relating to the performance of the obligations hereunder in such a manner that reflects positively upon its reputation and the City's public image.

7.3 *Non-discrimination.* Sertoma warrants that it will not discriminate against any employee, applicant, or participant on the basis of race, color, religion, sex, or national origin.

7.4 *Duty to Warn.* Sertoma agrees to call to the City's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, or other data supplied to Sertoma (by the City or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way.

8 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

- 8.1 *Notices of Claim.* A Party shall notify the other Party immediately, in writing, in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.
- 8.2 *Claims Challenging City Ordinance, Rule, or Policy.* In the event any claim is asserted by a third party against the City or Sertoma alleging that any law, statute, ordinance, rule or approved City policy or procedure is unlawful, unconstitutional or otherwise improper, then:
- 8.2.1 Sertoma shall not be entitled to and shall not defend such claim; and
- 8.2.2 The City may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
- 8.2.3 Sertoma shall reasonably cooperate with the City in any City defense of such claim although Sertoma shall bear any cost or expense incurred by Sertoma in such cooperation, including but not limited to Sertoma's cost and expense incurred in consultation with its own legal counsel; and
- 8.2.4 Only if authorized by law and without waiving the provisions of the Florida Constitution, the City shall indemnify and hold Sertoma harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.
- 8.3 *Indemnification for Certain Claims.* For any claim not within the scope of subsection 8.2 above, Sertoma expressly agrees to indemnify and hold harmless the City, and any of its commissioners, officials, officers, agents, contractors, attorneys, employees, or volunteers from any and all damages, liability, expenses, or court awards, including costs and reasonable attorneys' fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Sertoma or any of its employees, agents, participants, applicants, or others acting on Sertoma's behalf in performance of this Agreement. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by Sertoma to indemnify or hold the City, its elected officials, officers, agents, contractors, attorneys, employees, or volunteers harmless for any negligence solely attributable to the City, its elected officials, officers, agents, contractors, attorneys, employees, or volunteers. Sertoma's obligation to indemnify pursuant to this Section shall survive the

completion of the obligations under this Agreement and shall survive the termination of this Agreement.

8.4 *Defense of Claims.*

8.4.1 **Claims Against Both the City and Sertoma.** In the event any claim is asserted by a third party against both the City and Sertoma arising out of any Party's performance of obligations under this Agreement which claim is not within the scope of Section 8.2 above, the City shall be entitled to elect to defend such claim on behalf of both the City and Sertoma subject to the provisions governing indemnification set forth in this Section. In the event that the City elects to defend such claim, the City shall consult with Sertoma in such defense but the City is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the City elects to defend such claim, Sertoma may at its own cost and expense elect to assume the defense of Sertoma, in which case Sertoma shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

8.4.2 **Claims Against Only One Party.** In the event of any claim asserted by a third party against only one Party to this Agreement arising out of any Party's performance of the obligations of this Agreement which claim is not within the scope of Section 8.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Florida Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the this Agreement or any claim that any law, statute, ordinance, rule or approved City policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

9 **Force Majeure.** Neither Sertoma nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, pandemics or measures of any governmental authority in response to a pandemic, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

- 10 NOTICE.** All notices provided by law or by this Agreement to be given to either Party must be in writing. Notice to City shall be directed to: City of Apopka 120 E. Main Street Apopka, Florida 32703. Notice to Sertoma shall be sent to: P.O. Box 718, Apopka, FL 32704. The Parties may designate a new address by written notice as provided herein. Notice shall be deemed given as of the date such notice is deposited, postage paid in the United States mail.
- 11 AUTHORITY.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City and Sertoma and to bind their respective entities.

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above:

CITY OF APOPKA, FLORIDA

Signed By:

Printed Name:

Title:

Bryan Nelson
Bryan Nelson
Mayor

SERTOMA CLUB OF APOPKA

Signed By:

Printed Name:

Title:

Lorena Potter
LORENA POTTER
Sertoma President

STATE OF FLORIDA

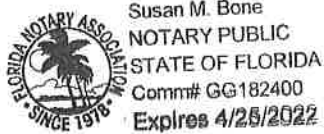
COUNTY OF Orange

The foregoing Event Co-Production Agreement was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of November, 2020, by Lorena Potter of the Foliage Sertoma Club of Apopka and who is personally known to me or who has produced _____ as identification.

Susan M Bone

Signature of Notary

Stamp:



47TH ANNUAL APOPKA CHRISTMAS PARADE

December 9th, 2023
10 A.M. 'til Noon

“A Christmas Story In Apopka”

The Annual Christmas Parade is the highlight of the holiday season in Apopka. We would like to encourage any youth groups, businesses, clubs, and other organizations to join us in this fun community event!

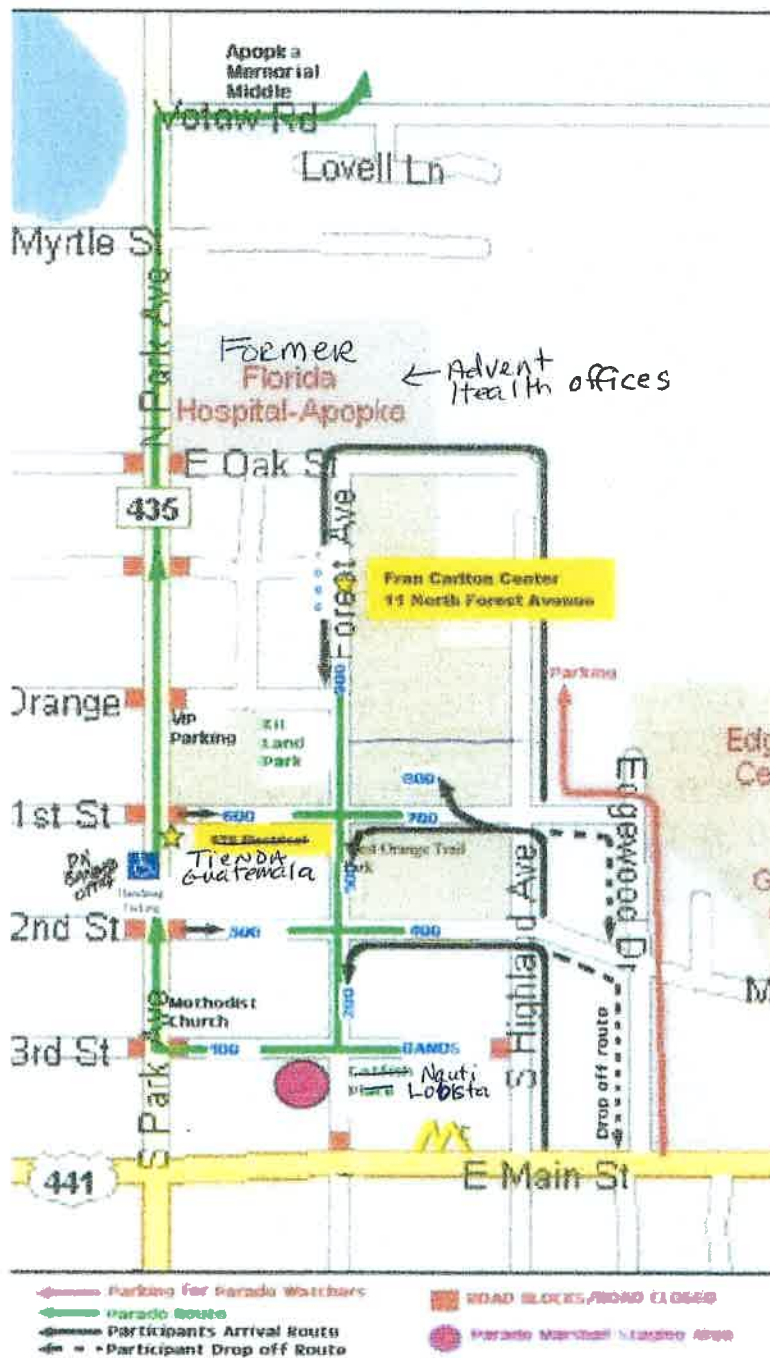
Presented by:

Foliage Sertoma Club and the City of Apopka

For entry or sponsor information, please email us:

info@sertoma.org or call Lorena at 407-583-7349





Band members should be dropped off at the corner of Highland Ave and 1st Street. Buses must not turn onto 3rd Street.
 IF YOU ARE DROPPING OFF A PARTICIPANT FOR THE PARADE, PLEASE PARK IN THE PARADE WATCHERS' PARKING AREA. OTHERWISE, TURN RIGHT ON 1st or 2nd STREET. DO NOT DRIVE THRU THE PARADE STAGING AREA.

- Completed Special Event Permit Application (Online Form or print form can be requested at events@apopka.net).
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing

DJAJ
Enterprises
1/15/22
2024

Applicant must be present for duration of event.

Organization Name DJAJ Enterprises, LLc DBA Jackson Arborist Consulting

Name of Applicant Danae L Jackson

Mailing Address 2111 Edmands Pl,

City Apopka

State FL

Zip Code 32703

Cell Phone 3046406994

Email danaeljackson@gmail.com

Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?

No

State of Florida Tax ID Number 86-3011758

Name of the Event Legend of the Geezers 2024

Date(s) of the Event January 15-22, 2024

Hours of the Event 7-10 pm

Location of the Event Camp Wewa

Does the location of the event take place on Public or Private Property?

Yes

Anticipated attendance: 250

Briefly describe the event and all activities that will occur during the event: Tree Climbing Competition with Donation of Tree Work to City @ Camp Wewa, Aerial Rescue Training Day with High Angle Rescue Team (Orange County Fire Rescue) Apopka FD is welcome to attend on Thursday (lunch will be provided)

Event Category • Other

Please specify Please see above

Are there flyers or advertisements for this event?

No

Additional Event Information

Map is not included as we typically do a walk through with everyone to determine what tree work is going to be completed and what areas work best for event s to be set up at

Will there be admission fees to your event?

No

Will you be serving alcohol?

No

Is your event open to the public?

Yes

Does your event include food concession?

No

Do you intend to have food trucks at your event?

No

Will there be merchandising vending at your event?

No

Will they need electric?

Yes

Additional fees apply for electric use.

Will you be hiring a private security company for the event?

No

Do you require overnight security?

No

Are there musical entertainment features related to your event?

No

Will amplified sound be used during the event?

Yes

Will any streets be closed or will the flow of traffic be affected by the event?

No

Does your event include the use of tents?

Yes

Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents?

10X10

Will inflatables be used at your event?

No

Will your event include any fireworks or pyrotechnics?

No

Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date 01/15/2024
Start Time 10:00 AM (EDT)
End Time 10:00 PM (EDT)

Event Dates

Date 01/15/2024
Start Time 10:00 AM (EDT)
End Time 10:00 AM (EDT)

Take Down/Load Out

Date 01/22/2024
Start Time 7:00 AM (EDT)
End Time 12:00 PM (EDT)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant Danae Jackson
Title of Applicant Managing Partner
Date Submitted 10/06/2023

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.
- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(Including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or Food Trucks and/or any vehicle that functions as the workplace or is used to perform

contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.

- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

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

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant



Name of Applicant	Danae L Jackson
Title of Applicant	Managing Member
Sponsoring Organization Name	DJAJ Enterprises, LLC

- Completed Special Event Permit Application (Online Form or print form can be requested at events@apopka.net).
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing

BBYO Sports
2/16/24

downloaded
add to
11/8 ore

Applicant must be present for duration of event.

Organization Name	BBYO
Name of Applicant	Joshua Giles
Mailing Address	529 14th Street NW, Suite 705
City	Washington
State	DC
Zip Code	20045
Cell Phone	2022103586
Email	jgiles@bbyo.org
Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?	Yes
State of Florida Tax ID Number	85-8012584221C-4

A copy of your 501C3 non-profit certificate is required for non-profit status. Otherwise taxes will be charged.

Please attach a copy of your 501C3 non-profit certificate

File(s) attached:



BBYO 501c3 final.pdf



BBYO Exempt-FL 9-30-2027.pdf

Name of the Event	BBYO Sports & Wellness Day
Date(s) of the Event	February 16, 2024
Hours of the Event	7:00am - 4:00pm

Location of the Event	Northwest Recreation Facility
Does the location of the event take place on Public or Private Property?	Yes
Anticipated attendance:	1200
Briefly describe the event and all activities that will occur during the event:	The event is an opportunity to bring together high school-aged teens from around the world for a day of athletic competition and wellness events. Approx. 1000 teens will compete in tournaments in a variety of sports (soccer, flag football, basketball, etc.). When they are not competing, we will hold demonstrations and activations for Yoga, Pilates, and other health activities. Boxed lunch will be provided. We will be providing security as well as ~100 staff members, plus all equipment necessary.
Event Category	Other
Please specify	Sports Competition
Are there flyers or advertisements for this event?	No
Additional Event Information	We will provide all equipment for this event. Would like the facility/city's assistance with painting lines on the fields, traffic control entering and exiting the facility (we will be reserving entire facility), and trash collection. We will provide security for the teens inside the facility but will likely not have the bodies to direct traffic.
Will there be admission fees to your event?	No
Will you be serving alcohol?	No
Is your event open to the public?	No
Does your event include food concession?	No
Do you intend to have food trucks at your event?	No
Will there be merchandising vending at your event?	No
Will they need electric?	No
Will you be hiring a private security company for the event?	No
Do you require overnight security?	No
Are there musical entertainment features related to your event?	No
Will amplified sound be used during the event?	No
Will any streets be closed or will the flow of traffic be affected by the event?	No
Does your event include the use of tents?	No
Will inflatables be used at your event?	No

Will your event include any fireworks or pyrotechnics?

No

Layout map for event

File(s) attached:



BBYO 2.16.24 Map.pdf

Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date 02/16/2024

Start Time 6:00 AM (EDT)

End Time 8:00 AM (EDT)

Event Dates

Date 02/16/2024

Start Time 9:00 AM (EDT)

End Time 4:00 PM (EDT)

Take Down/Load Out

Date 02/16/2024

Start Time 4:00 PM (EDT)

End Time 6:00 PM (EDT)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant

Joshua Giles

Title of Applicant

Events Coordinator

Date Submitted

10/30/2023

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

Please provide a copy of your certificate of insurance.

File(s) attached:



Insurance Certificate Request form.docx

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.
- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

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Signature of Applicant

A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line.

Name of Applicant

Joshua Giles

Title of Applicant

Events Coordinator

Sponsoring Organization Name

BBYO



City of Apopka
Recreation Department
3710 Jason Dwelley Parkway
Apopka, Florida 32712
407-703-1809

WAIVER OF SPECIAL EVENT PERMIT FEE FOR
NOT-FOR-PROFIT ORGANIZATIONS AND CHURCHES

Date Submitted: October 30, 2023

Applicant:		Joshua Giles								
Address:		9300 Notches Dr								
City:		Austin			State:		TX	Zip:		78748
Work Phone No.:		202-210-3586		Home Phone No.:		E-Mail:		jgiles@bbyo.org		
Name of Organization:		BBYO								
Mailing Address:		529 14th Street NW, Suite 705								
City:		Washington			State:		DC	Zip:		20045
Contact Person:		Joshua Giles			Phone No.:		202-210-3485			
Waiver Requested for:		Sports & Wellness Event at Northwest Recreation Complete - February 16, 2024								

APPLICANT MUST SUBMIT PROOF OF NOT-FOR-PROFIT STATUS WITH THE IRS (501-C3).

By:

Applicant Signature

Joshua Giles

Printed Name of Applicant

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF ~~ORANGE~~ TRAVIS

The foregoing instrument was acknowledged before me on this 30 day of October, 2023, by Joshua Giles who is personally known to me or has produced as Identification and who did / did not (circle one) take an oath.
Texas Driver License



Notary Public (Signature)

Notary Public (Print Name)

OFFICIAL USE ONLY

DATE APPROVED: _____

CITY STAFF

DATE DENIED: _____



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012584221C-4	09/30/2022	09/30/2027	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

BNAI BRITH YOUTH ORGANIZATION INC
800 8TH ST NW
WASHINGTON DC 20001-3724

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

BBYO
INSURANCE – CERTIFICATE REQUEST FORM

BBYO

Address: 529 14th Street, NW Suite 705
Washington, DC 20045

Phone: 202-210-3586
Email Address: jgiles@bbyo.org
Contact Person : Josh Giles

Certificate Holder: City of Apopka, Florida
(full name and address of organization or entity requiring certificates (not the BBYO chapter))

Address: 120 E. Main Street

City: Apopka State: FL Zip Code: 32703

Location/Description of Event:

AZAA Sports & Wellness Day – a series of sports tournaments and wellness demonstrations
(things like Yoga, Pilates)

- Dates of Event: Friday, February 16th 2024

Is the organization requesting the certificate to be Named as an Additional Insured? YES

Is the organization requesting the certificate to be Named as a Loss Payee? NO

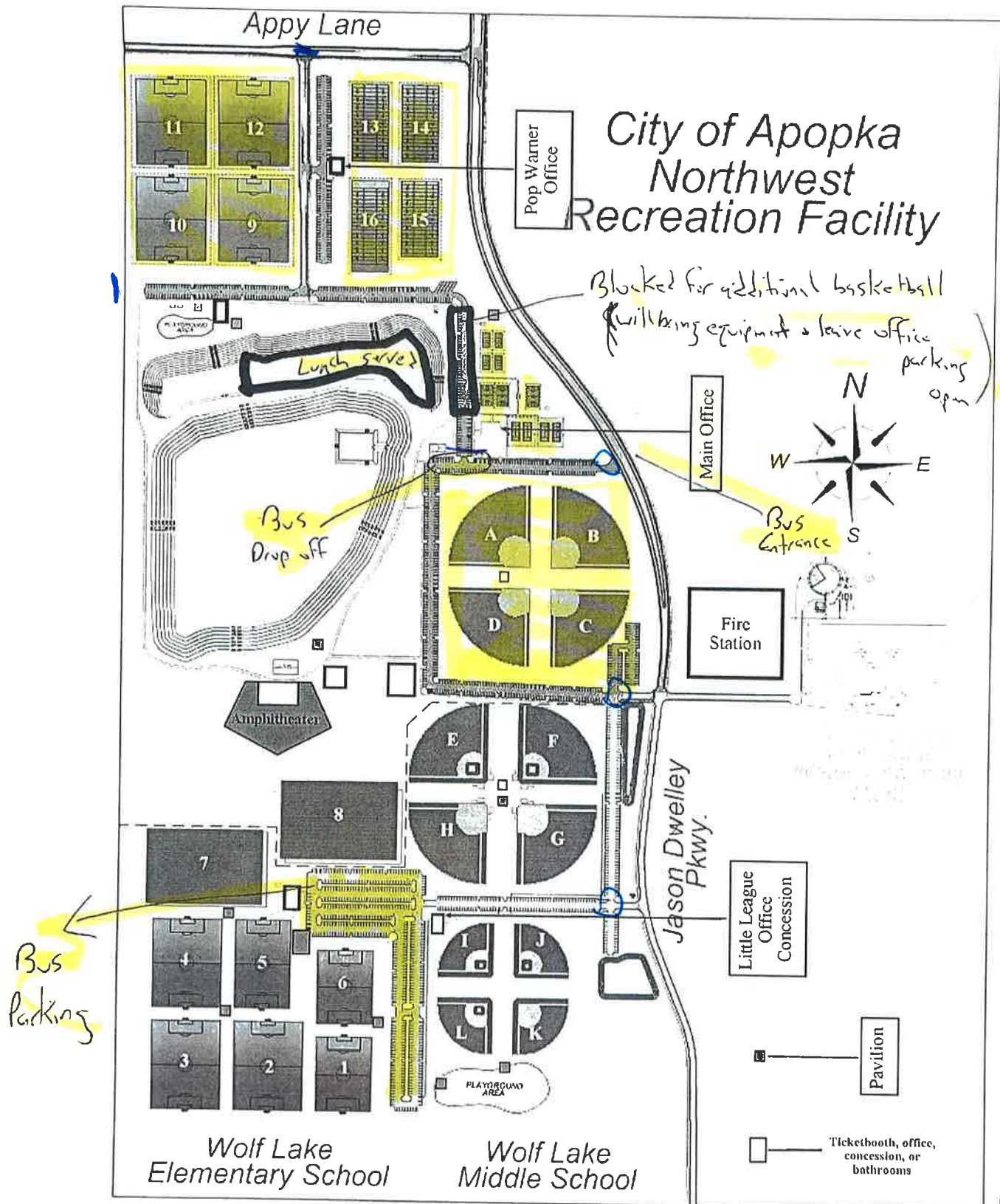
Is the organization requesting you to provide a waiver of subrogation for the additional insured? NO

Is the organization requesting that the additional insured be on a primary non-contributory basis? NO

Is there a contractual requirement for either of these above? (If so please provide a copy of the contract with this form) Y

Broker Information:

The Associated Agencies
Attn: Stacey Pinchcofsky
SPinchcofsky@associated.cc
Phone (847) 427-3475



- Completed Special Event Permit Application (Online Form or print form can be requested at events@apopka.net).
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
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- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing

Applicant must be present for duration of event.

Organization Name Reflections Grief & Wellness Care, Inc

Name of Applicant Margaret Pilon

Mailing Address 1787 Water Rock Dr

City Apopka

State FL

Zip Code 32712

Cell Phone 732 610 8771

Email mags@reflectionsgrwc.com

Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?

Yes

State of Florida Tax ID Number 92-0235975

A copy of your 501C3 non-profit certificate is required for non-profit status. Otherwise taxes will be charged.

File(s) attached:



Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Does your deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax-deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your estate taxes. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990-990-EZ, 990-N, or records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard), if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4721-PC" in the search bar to view Publication 4721-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Foreign Organizations
Rulings and Agreements

Letter 147 (pp. 2-302)
Catalog Number 21439

Page 3/7
Page 48 of 165

End Time 4:30 PM (EDT)

Event Dates

Date 11/02/2024

Start Time 5:00 PM (EDT)

End Time 7:00 PM (EDT)

Take Down/Load Out

Date 11/02/2024

Start Time 7:00 PM (EDT)

End Time 8:00 PM (EDT)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant Margaret Pilon

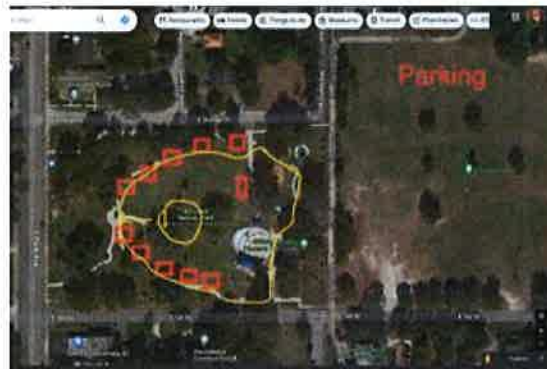
Title of Applicant Founder of Reflections Grief & Wellness Care, Inc

Date Submitted 09/06/2023

Does your event include food concession?	No
Do you intend to have food trucks at your event?	No
Will there be merchandising vending at your event?	Yes
How many vendors?	10
Will they need electric?	No
Will you be hiring a private security company for the event?	No
Do you require overnight security?	No
Are there musical entertainment features related to your event?	No
Will amplified sound be used during the event?	Yes
Will any streets be closed or will the flow of traffic be affected by the event?	No
Does your event include the use of tents?	No
Will inflatables be used at your event?	No
Will your event include any fireworks or pyrotechnics?	No

Layout map for event

File(s) attached:



Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date 11/02/2024

Start Time 3:00 PM (EDT)

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

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By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant



Name of Applicant

Margaret Pilon

Title of Applicant

Founder of Reflections Grief & Wellness Care, Inc

Sponsoring Organization Name

Reflections Grief & Wellness Care, Inc



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

REFLECTIONS GRIEF & WELLNESS CARE INC
1787 WATER ROCK DR
APOPKA, FL 32712

Date: 09/23/2022
Employer ID number: 92-0235975
Person to contact: Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending: December 31
Public charity status: 509(a)(2)
Form 990 / 990-EZ / 990-N required: Yes
Effective date of exemption: August 26, 2022
~~Contribution deductibility:~~ Yes
Addendum applies: No
DLN: 26053662006872

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Restaurants



Hotels



Things to do



Museums



Transit



Pharmacies



ATM



Ebenezer
Christian Church

E Orange St

Goodrich Ave

E Orange St

N Forest Ave

W Orange Trail

Parking



Edwards Field

Kit Land
Nelson Park
5 open acres for sports & picnicking

James Mahafey
Racquet Ball Court

E 1st St

E 1st St

E 1st St

E 1st St



Tienda Guatemala #?

Steven D



Providence
Construction &...

Apopka Station,
West Orange Trail



Expl

- Completed Special Event Permit Application (Online Form or print form can be requested at events@apopka.net).
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing

Applicant must be present for duration of event.

Organization Name Goodtime Car Club

Name of Applicant Josephine Cordova

Mailing Address 7924 lois mae ct

City orlando

State fl

Zip Code 32818

Cell Phone 3214608658

Email Jag06@ymail.com

Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?

No

State of Florida Tax ID Number none

Name of the Event GoodTimes 4th annual CincoDeMayo Lowrider and Classic Car Show

Date(s) of the Event 05/05/2024

Hours of the Event 10am-5pm

Location of the Event Edwards Field

Does the location of the event take place on Public or Private Property?

Yes

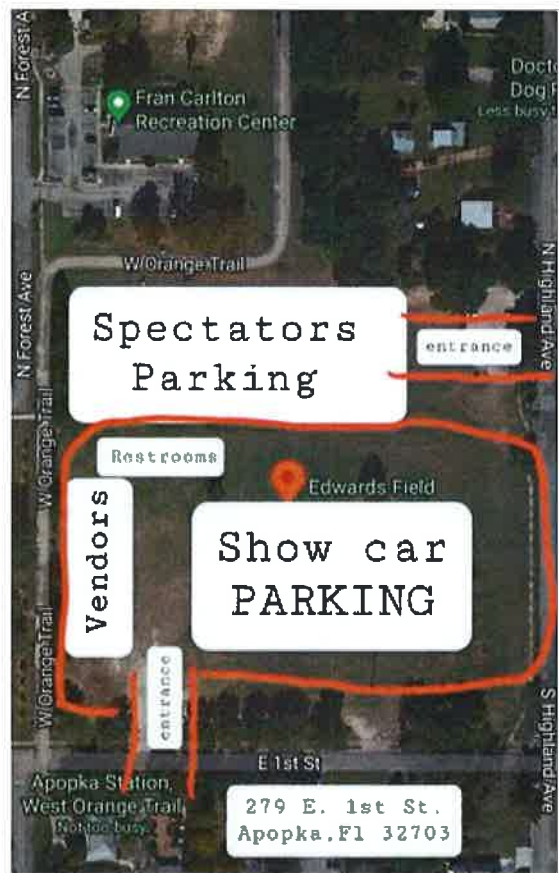
Anticipated attendance: 500

Briefly describe the event and all activities that will occur during the event: Show cars will be on display and register to be judged and awards, dj with music, and food and merchandise vendors.

Event Category	• Other
Please specify	Car show
Are there flyers or advertisements for this event?	No
Additional Event Information	We will make a flyer as soon as we are approved with Edwards Field Address.
Will there be admission fees to your event?	No
Will you be serving alcohol?	No
Is your event open to the public?	Yes
Does your event include food concession?	No
Do you intend to have food trucks at your event?	Yes
How many?	5
Will there be merchandising vending at your event?	Yes
How many vendors?	5
Will they need electric?	No
Will you be hiring a private security company for the event?	No
Do you require overnight security?	No
Are there musical entertainment features related to your event?	No
Will amplified sound be used during the event?	Yes
Will any streets be closed or will the flow of traffic be affected by the event?	No
Does your event include the use of tents?	No
Will inflatables be used at your event?	No
Will your event include any fireworks or pyrotechnics?	No

Layout map for event

File(s) attached:



Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date	05/05/2024
Start Time	8:00 AM (EDT)
End Time	6:00 PM (EDT)

Event Dates

Date	05/05/2024
Start Time	10:00 AM (EDT)
End Time	5:00 PM (EDT)

Take Down/Load Out

Date	05/05/2024
Start Time	5:00 PM (EDT)
End Time	6:00 PM (EDT)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant	josephine cordova
Title of Applicant	car club rep
Date Submitted	09/12/2023

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all

aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.
- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or Food Trucks and/or any vehicle that functions as the workplace or is used to perform contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.
- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no

endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

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

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

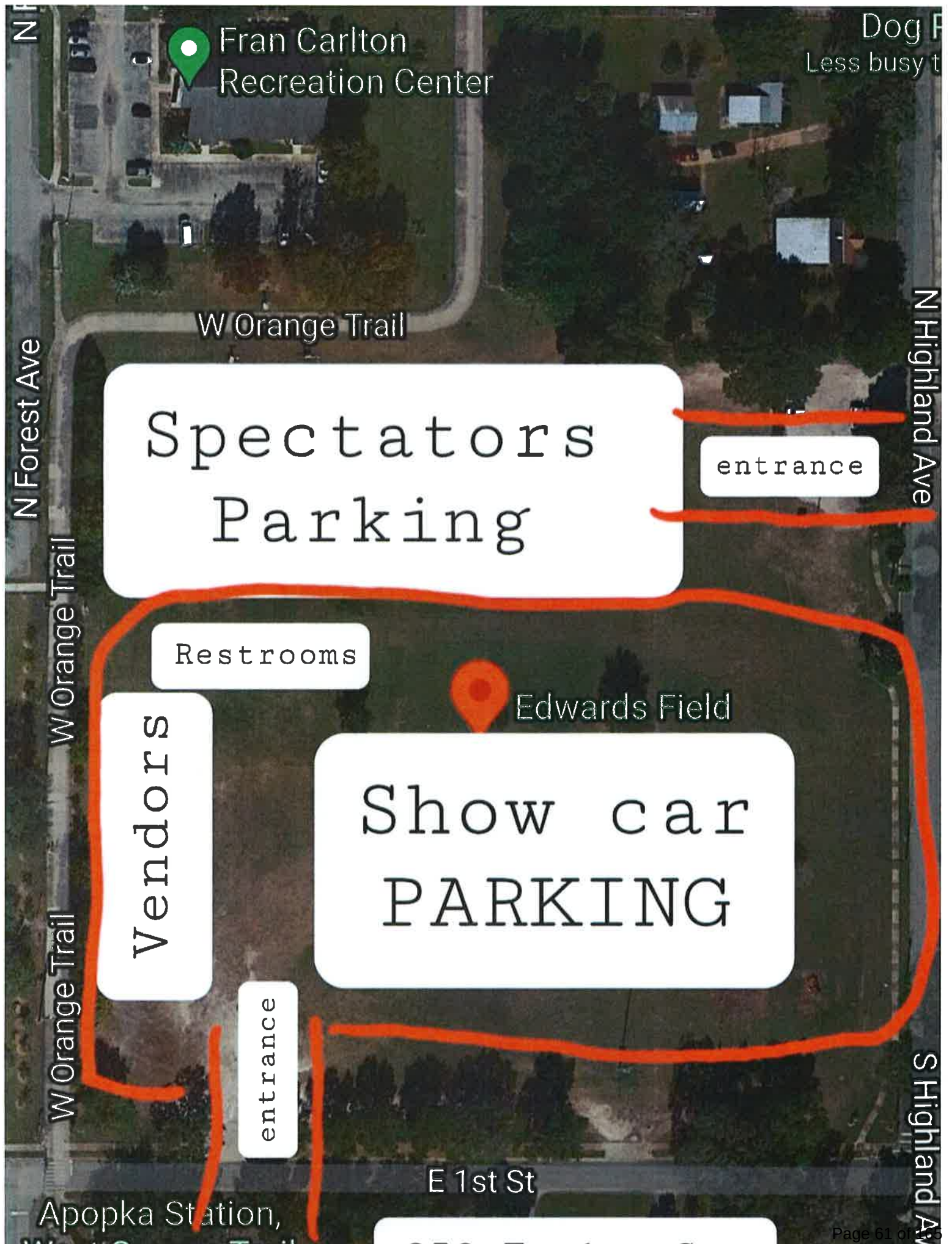
Signature of Applicant



Name of Applicant josephine cordova

Title of Applicant car club rep

Sponsoring Organization Name none



5/11/24

- Completed Special Event Permit Application (Online Form or print form can be requested at events@apopka.net).
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing

Applicant must be present for duration of event.

Organization Name	N.A.O.M.I KIDS INC
Name of Applicant	NIKKI MCGUIRE
Mailing Address	1773 SADDLEBACK RIDGE RD
City	APOPKA
State	FL
Zip Code	32703
Cell Phone	4078835585
Email	nikki.mcguire@naomikids.com

Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?

Yes

State of Florida Tax ID Number 47-1739223

A copy of your 501C3 non-profit certificate is required for non-profit status. Otherwise taxes will be charged.

Please attach a copy of your 501C3 non-profit certificate

File(s) attached:



501 c 3 Exempt 2024.pdf

Name of the Event	FAMILY FUN DAY 2024
Date(s) of the Event	05/11/2024
Hours of the Event	9AM - 4:00PM
Location of the Event	EDWARDS FIELD

Does the location of the event take place on Public or Private Property?

Yes

Anticipated attendance: 200

Briefly describe the event and all activities that will occur during the event: Annual Free event with vendors, non mechanical games, bounce house, dunk tank, police SWAT car, fire truck, and giveaways

Event Category • Festival/Celebration

Are there flyers or advertisements for this event?

No

Additional Event Information Waiting to secure location before doing flyers. Same event as this year

Will there be admission fees to your event?

No

Will you be serving alcohol?

No

Is your event open to the public?

Yes

Does your event include food concession?

Yes

Do you intend to have food trucks at your event?

No

Will there be merchandising vending at your event?

Yes

How many vendors? 20

Will they need electric?

Yes

Additional fees apply for electric use.

Will you be hiring a private security company for the event?

No

Do you require overnight security?

No

Are there musical entertainment features related to your event?

No

Will amplified sound be used during the event?

Yes

Will any streets be closed or will the flow of traffic be affected by the event?

No

Does your event include the use of tents?

Yes

Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents? 10x10

Will inflatables be used at your event?

Yes

Will your event include any fireworks or pyrotechnics?

No

Layout map for event

File(s) attached:



Event Plan June 17 2023.pdf

Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date	05/11/2024
Start Time	9:00 AM (EDT)
End Time	10:30 AM (EDT)

Event Dates

Date	05/11/2024
Start Time	11:00 AM (EDT)
End Time	3:00 PM (EDT)

Take Down/Load Out

Date	05/11/2024
Start Time	3:00 PM (EDT)
End Time	4:00 PM (EDT)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant

NIKKI MCGUIRE

Title of Applicant

CEO

Date Submitted

10/06/2023

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

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- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

Please provide a copy of your certificate of insurance.

File(s) attached:



Insurance - City of Apopka.pdf

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

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- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

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

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant

A handwritten signature in black ink, appearing to read 'Nikki McGuire', written over a horizontal line.

Name of Applicant

NIKKI MCGUIRE

Title of Applicant

CEO

Sponsoring Organization Name

N.A.O.M.I. KIDS INC





Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8016553044C-1	09/29/2019	09/30/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NAOMI KIDS INC
1773 SADDLEBACK RIDGE RD
APOPKA FL 32703-1535

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

- Completed Special Event Permit Application (Online Form or print form can be requested at events@apopka.net).
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing

Applicant must be present for duration of event.

Organization Name Indian Horizon of Florida

Name of Applicant Harendra Singh

Mailing Address 529 Versailles Dr #101, POBOX 388: Ocoee.FI.34761

City Maitland

State FL

Zip Code 32751

Cell Phone 3216621887

Email indianhorizon0674@yahoo.com

Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?

Yes

State of Florida Tax ID Number 20-5341800

A copy of your 501C3 non-profit certificate is required for non-profit status. Otherwise taxes will be charged.

Please attach a copy of your 501C3 non-profit certificate

File(s) attached:

INTERNAL REVENUE SERVICE
U.S. DEPARTMENT OF THE TREASURY
WASHINGTON, DC 20548

Date: AUG 10 1999

THOMAS SCHLESER OF FLORIDA INC.
C/O JAMES EARLE A&J
1222 E YOUNG BLVD
ORLANDO, FL 32816

Employer Identification Number:
25-1441480
SIC:
28119999
Business Purpose:
SIC Code: 2811
Contact Telephone Number:
(407) 422-1300
Accounting Period Ending:
December 31
Public Charity Status:
1 (Public Charity)
Form 990 Required:
Yes
Effective Date of Exemption:
August 7, 2000
Volunteer Hours (if any):
0
Admission Ending Date:
December 31, 2010
Admission Expires:
00

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Organizations do you are described under section 170 of the Code. You are also qualified to receive tax deductible corporate, charitable, transfer or gifts under section 508, 510 or 512 of the Code. Because this letter could help receive any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your admission ending period, you will be treated as a public charity. Your admission ending period begins with the effective date of your exemption and ends with admission ending date shown in the heading of this letter.

Shortly before the end of your admission ending period, we will send you Form 990, Support Schedule for Admission Ending Period. You will have to sign after the end of your admission ending period to receive the completed form. We will then notify you, by mailing, about your public charity status.

Please see attached Publication 1211, Compliance Guide for 501(c)(3) Public Charities. For more helpful information about your responsibilities as an exempt organization.

840000 0000 00000000



Name of the Event	India Fest Apopka
Date(s) of the Event	June 8 & 9th
Hours of the Event	4.00PM to 10 .00Pm
Location of the Event	Apopka Amphi Theatre
Does the location of the event take place on Public or Private Property?	Yes
Anticipated attendance:	500
Briefly describe the event and all activities that will occur during the event:	Musical Festival of India . We will have Bollywood music by Local talent singing , and dancers of Central Florida . We will have Indian Food on June 8th and on the 9th will be Caribbean Food , This event will display ARTs and Craft of Indian heritage .
Event Category	• Concert Performance • Festival/Celebration
Are there flyers or advertisements for this event?	Yes

Attach Flyer or Advertisement 1 File(s) attached:



Additional Event Information

This event is in planning process as yet . A new Flier will be made at a later date But the one attached is and an example

June 9th 2024 will be a Flier stated as Guyana Day reunion . But food and clothing will be from the Caribbean

Will there be admission fees to your event?

Yes

Will you be serving alcohol?

Yes

If yes for serving alcohol, a copy of your liquor license & insurance is required.

City Council approval is also required.

Is your event open to the public?

Yes

Does your event include food concession?

Yes

Do you intend to have food trucks at your event?

Yes

How many?

3

Will there be merchandising vending at your event?

Yes

How many vendors?

50

Will they need electric?

Yes

Additional fees apply for electric use.

Will you be hiring a private security company for the event?

Yes

Name of Security Company: Hosie Lowery Security From Apoka

Do you require overnight security?

No

Are there musical entertainment features related to your event?

Yes

Please attach a list of all stage performance schedules.

Will amplified sound be used during the event?

Yes

Will any streets be closed or will the flow of traffic be affected by the event?

No

Does your event include the use of tents?

Yes

Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents? 10 by 10

Will inflatables be used at your event?

No

Will your event include any fireworks or pyrotechnics?

No

Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date 06/08/2024

Start Time 4:00 PM (EDT)

End Time 10:00 PM (EDT)

Event Dates

Date 06/09/2024

Start Time 3:00 AM (EDT)

End Time 10:00 PM (EDT)

Take Down/Load Out

Date 06/09/2024

Start Time 10:00 PM (EDT)

End Time 11:00 PM (EDT)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant Harendra Singh President of Indian Horizon of Florida

Title of Applicant President

Date Submitted 08/07/2023

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all

aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.
- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or Food Trucks and/or any vehicle that functions as the workplace or is used to perform contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.
- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no

endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

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

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant

A handwritten signature in black ink, appearing to read "H. Singh", written over a horizontal line.

Name of Applicant Harendra Singh Pres of Indian Horizon of Florida

Title of Applicant Pres

Sponsoring Organization Name Indian Horizon of Florida



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Seeta Singh	
Lotus Insurance Group		PHONE (A/C, No, Ext): (407)889-8872	FAX (A/C, No): (407)814-7663
529 Versailles Drive		E-MAIL ADDRESS:	
Suite 101		INSURER(S) AFFORDING COVERAGE	
Maitland		INSURER A: Gateway Specialty-Mt Vernon Insurance	
FL		NAIC #	
INSURED		INSURER B:	
Indian Horizon of Florida Inc		INSURER C:	
P.O BOX 388		INSURER D:	
32		INSURER E:	
703		INSURER F:	
OCOEE		FL 34761	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY			NBP023F0785	02/11/2023	02/11/2024	EACH OCCURRENCE \$ 1,000,000
☒	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
☐							MED EXP (Any one person) \$ 5,000
☐							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
☐	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
☐	OTHER:						\$
☐	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
☐	ANY AUTO						BODILY INJURY (Per person) \$
☐	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
☐	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
☐							\$
☐	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
☐	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
☐	DED ☐ RETENTION \$						\$
☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
☐	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
☐	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Indoor Concert-Musical Concert

Additional Insured is City of Apopka

CERTIFICATE HOLDER**CANCELLATION**

City of Apopka 120 E Main Street Apopka, FL, 32703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>S Singh</i>

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LAW ENFORCEMENT EXTRA DUTY REQUEST

☐ New Vendor (Must completely fill out form)

☒ Existing Vendor (Only need to fill out name and dates required and any updated information)

Business/Vendor Name: INDIAN HORIZON OF FLORIDA
Business/Vendor Address: 2585 AZZURRA LN, OCLOEE FL 34761
Business/Vendor Phone: 321-662-1887 Fax: 407-814-7663
Vendor Type: (i.e. Financial, Construction, Funeral Home, Individual etc.) NOT PROFIT
Primary Contact Name: HARI SINGH Contact Phone: 321-662-1887
Email Address: INDIANHORIZON0674@YAHOO.COM
Billing Contact Name: HARI SINGH Contact Phone: 321-662-1887
Email Address: INDIANHORIZON0674@YAHOO.COM
Location of Security Detail: AMPHI THEATRE
Estimated Number of Attendees: 300+

Duties Requested at Detail:

☐ Escort ☒ Security ☐ Traffic Control ☐ Law Enforcement
☐ Patrol ☐ Other (Describe): _____

Is Alcohol Being Served? ☒ No ☐ Yes (if so, a copy of the alcohol permit must be submitted with this form)

READ AND UNDERSTAND THE FOLLOWING REQUIREMENTS:

Approval of employment activities will not be given, where in the judgment of the police chief, the extra-duty or extra-duty employment would be incompatible with the proper discharge of employment duties or would tend to impair, or appear to impair, independent judgment or action in the performance of one's duties.

No extra-duty job or outside employment will be authorized if a potential employer places any restrictions of race, color, gender, or national origin on who may work the job.

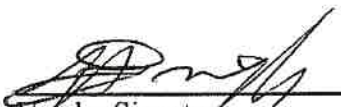
Licensed Liquor Establishments or locations where alcohol is being served: (Bar establishments and not a licensed restaurant where the bar is de minimus to the sale of food.)

event is 4-10pm

Officers are requested for the following:

<u>DATE</u>	<u>TIME</u>	<u>#OF OFFICERS</u>	<u>#OF HOURS</u> (*4 hour minimum)
6-8-24	4pm To 10pm	one	6 HRS
6-8-24	6 AM To 10 PM	1	5 HRS
	To		
	To		
	To		
	To		
Security guards	To		
	To		
H Security guards	To		
	To		
	To		
	To		
	To		
	To		
	To		
	To		
	To		

I HAVE READ AND UNDERSTAND THE ABOVE LISTED RULES AND COMPENSATION PROCESS.

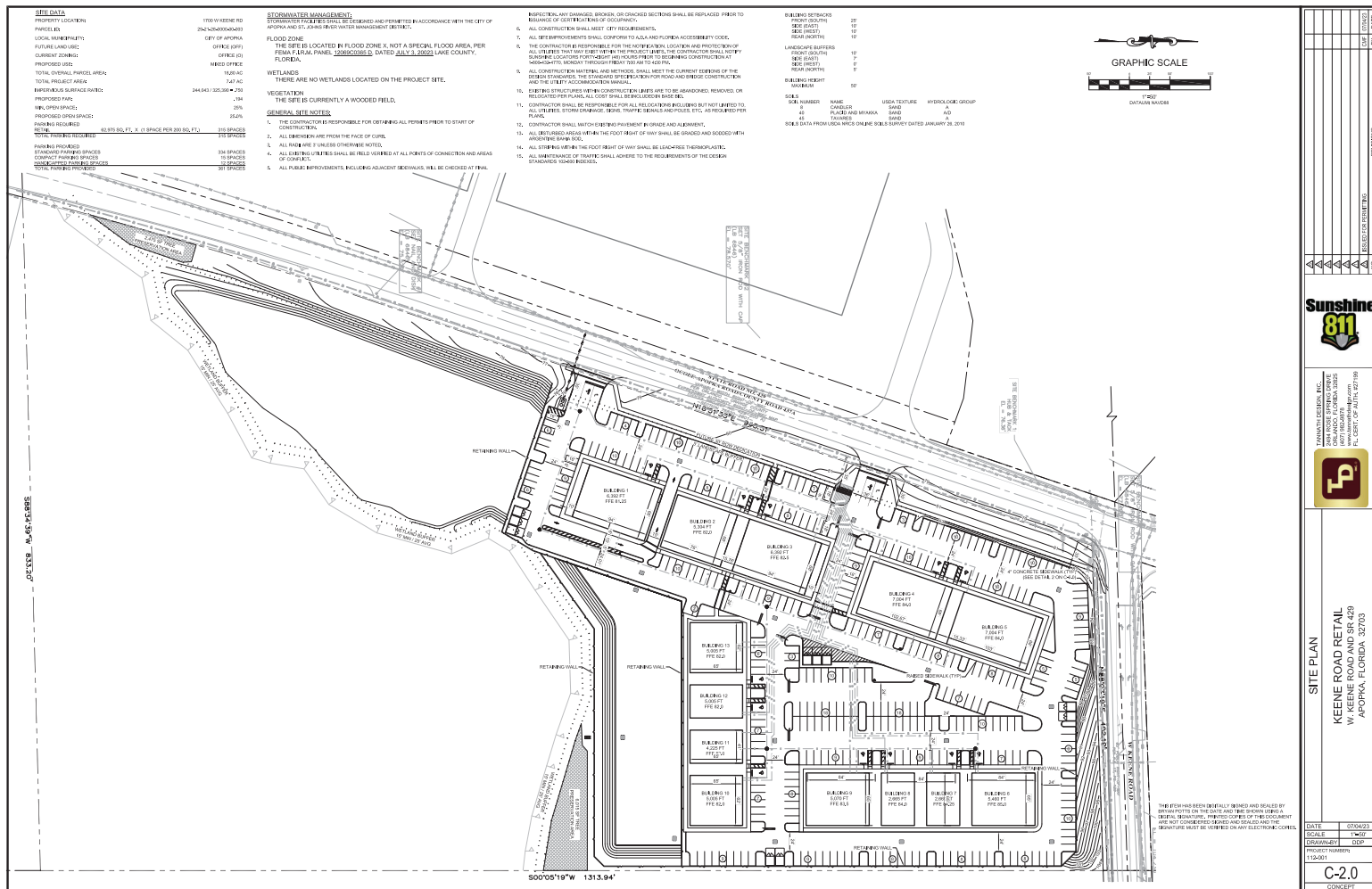

Vendor Signature

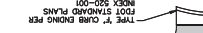
HARI SINGH
Vendor Name Printed

10-10-23
Date

Approved by Extra-Duty Coordinator
or Police Chief

Date





LEGEND:

ASPHALT PAVEMENT

CONCRETE



APOPKA
PREPARED FOR
THE LUNZ GROUP
FLORIDA
CITY OF APOPKA

DATE	09-28-2023
SCALE	AS SHOWN
DESIGNED BY	NULL
DRAWN BY	NULL
CHECKED BY	JAA



© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE, LAKELAND FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM REG. NO.: 35106

3	FOR CITY REVIEW	09/26/23	JAA
2	BOX SET	09/06/23	JAA
1	DD SET	08/18/23	JAA
No.	REVISIONS	DATE	BY

KELLY PARK MULTI-FAMILY PHASE 3

A REPLAT, REPLATING LOTS, 2 AND 3 OF KELLY PARK MULTI-FAMILY PHASE 1-1,
RECORDED IN PLAT BOOK____, PAGE(S)____THROUGH ____
LYING IN SECTIONS 11 TOWNSHIP 20 SOUTH, RANGE 27 EAST CITY OF APOPKA, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A TRACT OF LAND BEING LOTS 2 AND 3 OF KELLY PARK MULTI-FAMILY PHASE 1-1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK____, PAGES____THROUGH____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°12'25" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1082.13 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1, 0 C B ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, OF SAID PUBLIC RECORDS, ALSO BEING THE WESTERLY LINE OF SAID PLAT OF KELLY PARK MULTI-FAMILY PHASE 1-1; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°22'27" WEST, ALONG SAID SOUTHERLY EXTENSION, 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°22'27" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1561.67 FEET; THENCE RUN SOUTH 89°13'13" WEST, 85.82 FEET; THENCE RUN NORTH 00°44'27" WEST, ALONG SAID EAST LINE OF SAID LOT 1, A DISTANCE OF 553.19 FEET TO THE SOUTHWEST CORNER OF LOT 4, OF SAID PLAT OF KELLY PARK MULTI-FAMILY PHASE 1-1; THENCE DEPARTING SAID EAST LINE RUN NORTH 89°15'33" EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 495.48 FEET TO THE WEST RIGHT-OF-WAY LINE OF WAYPOINT BOULEVARD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°27'50" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 2114.42 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD; THENCE RUN DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89°12'25" WEST, 409.43 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 20.907 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED, RELATIVE TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST BEING NORTH 89°12'25" EAST.
- DENOTES A PERMANENT REFERENCE MONUMENT (PRM) A SET 4" X 4" CONCRETE MONUMENT WITH A BRASS DISK STAMPED PRM LS # 4044.
- DENOTES A PERMANENT CONTROL POINT (P.C.P.) A SET NAIL AND DISK STAMPED LS # 4044.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE SIGN EASEMENT SHOWN HEREON IS DEDICATED TO THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT FOR MAINTENANCE.
- SUBJECT TO A NOTICE OF ESTABLISHMENT OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT RECORDED JUNE 6, 2023 IN OFFICIAL RECORDS INSTRUMENT NO. 20230350331, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
- TRACT "D", (PARK) SHALL BE OWNED AND MAINTAINED BY THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT.

NOTICE:

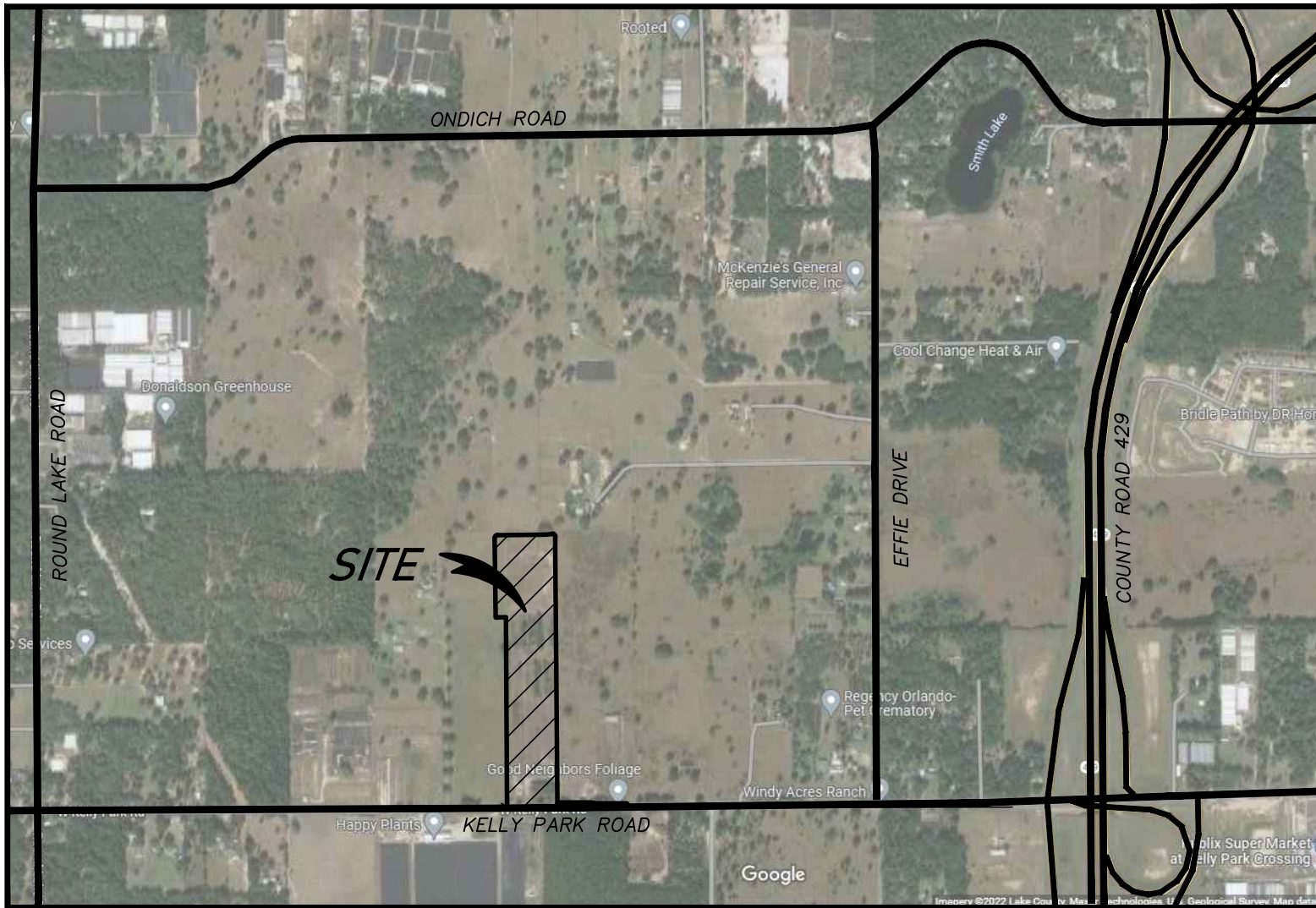
"THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

SHEET 1 OF 2



LOCATION MAP
NOT TO SCALE

INDEX
SHEET 1 = COVER SHEET
SHEET 2 = BOUNDARY AND DETAIL SHEET

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Kaly Park Land Investments, LLC, a Florida limited liability company, being the owner in fee simple of a portion of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates Streets and Utility Easements, to the perpetual use of the public and same shall be maintained by City of Apopka, Florida, no part of said lands, except as noted on the face of this plat, is dedicated to City of Apopka, Florida or to the public.

IN WITNESS WHEREOF, Kelly Park Land Investments, LLC, a Florida limited liability company, has caused this Dedication to be executed in its name by the below-named officer thereunto duly authorized this ____ day of _____, 2023.

Signed, sealed and delivered in the presence of the following two witnesses:

Print Name: _____
(Witness) _____
Print Name: _____
(Witness) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____ as _____ of Kelly Park Land Investments, LLC, a Florida limited liability company on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Print Name: _____
Notary Public - State of Florida
Commission No.: _____
My Commission Expires: _____

PLAT
BOOK

PAGE

KELLY PARK MULTI-FAMILY PHASE 3
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that DHIC-Kelly Park, LLC, a Delaware limited liability company, being the owner in fee simple of all of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates Streets and Utility Easements, to the perpetual use of the public.

IN WITNESS WHEREOF, DHIC-Kelly Park, LLC, a Delaware limited liability company, has caused this Dedication to be executed by the Authorized Representative named below this ____ day of _____, 2023.

Signed, sealed and delivered in the presence of the following two witnesses:

DHIC-Kelly Park, LLC,
a Delaware limited liability company

By: DHIC-Kelly Park, LLC, a Delaware limited liability company,
it's sole member _____

Matthew L. Mitchell
Vice President
WITNESS: _____
SIGNATURE PRINTED NAME

WITNESS: _____
SIGNATURE PRINTED NAME

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____ as _____ of DHIC-Kelly Park, LLC, a Delaware limited liability company

who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public
Print Name _____
Commission Number _____
My Commission Expires _____

(AFFIX NOTARY SEAL)

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered surveyor and mapper, does hereby certify that on _____

a survey of the lands shown in the foregoing plat was completed; that said plat is a true and correct representation of the lands surveyed, that the plat was prepared under my responsible direction and supervision, and that this plat complies with all the survey requirements of Chapter 177, Florida Statutes.

Date _____
LS 4044
Surveyor's Registration Number _____
LB 7808
Certificate of Authorization Number _____
Surveyor's Signature _____
David A. White
Surveyor's Name (printed)
PEC - Surveying and Mapping, LLC
2100 Alafaya Trail, Suite 203
Oviedo, Florida, 32765

CERTIFICATE OF APPROVAL BY REVIEWING SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for compliance with the technical requirements of that chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signed: _____
Printed name: Andrew A. Perry P.S.M. _____ Date _____
Southeastern Surveying and Mapping Corp.
Registration Number LS 6124

CERTIFICATE OF APPROVAL BY APOPKA PLANNING COMMISSION

THIS IS TO CERTIFY, that on _____, 2023 the undersigned approved the foregoing plat.

BY: _____
Chairman

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS IS TO CERTIFY, that on _____, 2023 the undersigned approved the foregoing plat.

BY: _____
Bryan Nelson, Mayor of the City of Apopka

Attest: _____
Susan M. Bone, City Clerk

CERTIFICATE OF APPROVAL BY CITY ENGINEER

THIS IS TO CERTIFY, that on _____, 2023 the undersigned approved the foregoing plat.

BY: _____
Richard W. Eorp, City Engineer

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Official Records on _____ as Document# _____

print
Comptroller in and for Orange County, Florida
BY: _____

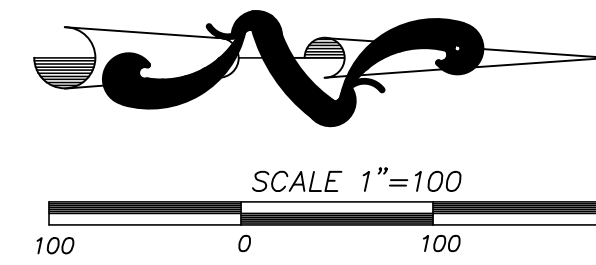
KELLY PARK MULTI-FAMILY PHASE 3

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LYING IN SECTIONS 11 TOWNSHIP 20 SOUTH, RANGE 27 EAST CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 2 OF 2

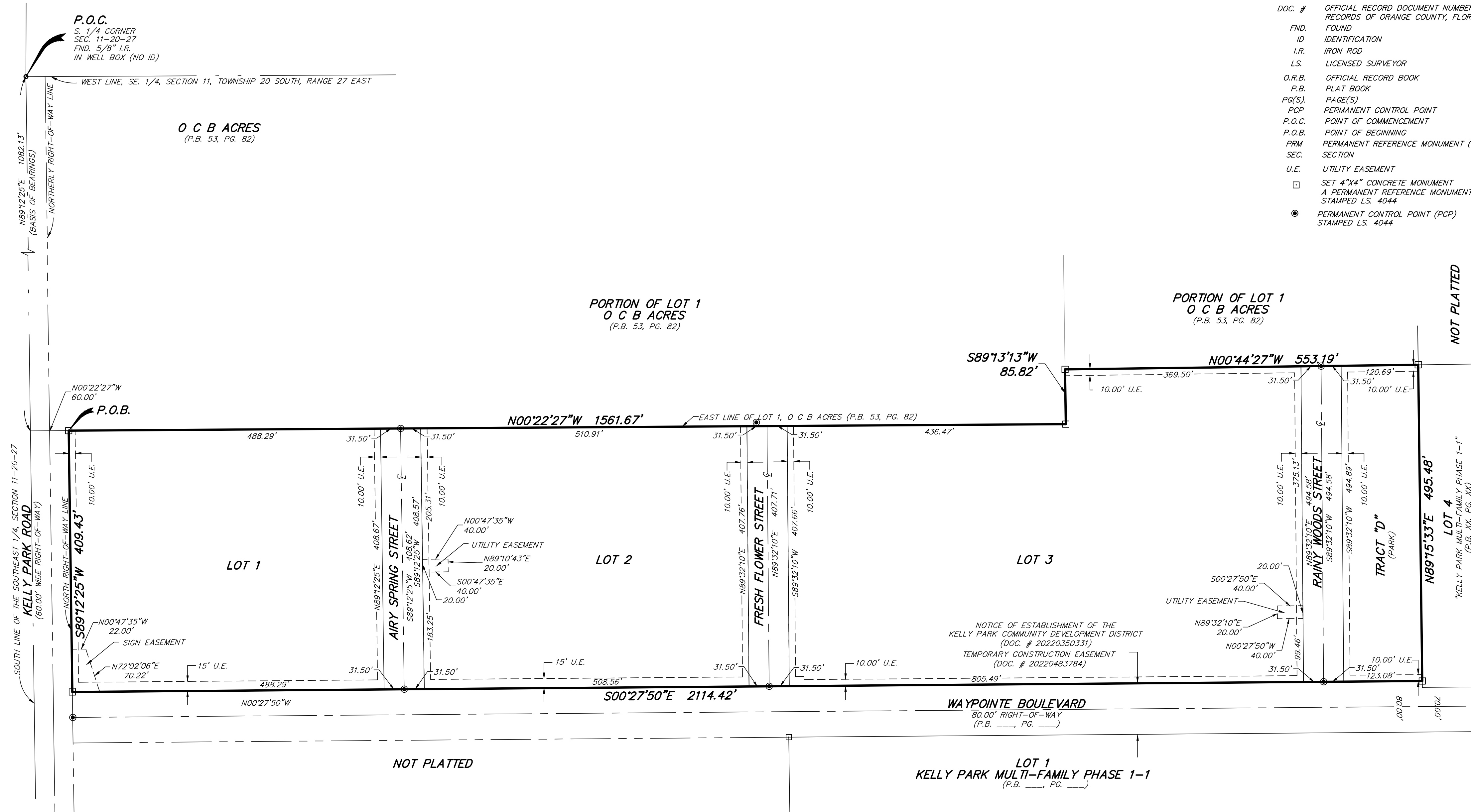
PLAT
BOOK

PAGE



LEGEND

DOC. #	OFFICIAL RECORD DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
FND.	FOUND
ID.	IDENTIFICATION
I.R.	IRON ROD
L.S.	LICENSED SURVEYOR
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG(S).	PAGE(S)
PCP	PERMANENT CONTROL POINT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PRM	PERMANENT REFERENCE MONUMENT (PRM)
SEC.	SECTION
U.E.	UTILITY EASEMENT
□	SET 4"x4" CONCRETE MONUMENT A PERMANENT REFERENCE MONUMENT (PRM) STAMPED L.S. 4044
●	PERMANENT CONTROL POINT (PCP) STAMPED L.S. 4044



INDEX
SHEET 1 = COVER SHEET
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PEC

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NOTICE:

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120 E. Main St. · APOPKA, FLORIDA 32703-5346
PHONE (407) 703-1700

Memorandum

From: Bobby Howell, AICP – Planning Manager
To: Development Review Committee Members
Date: October 25, 2023

RE: Repeal of HDR-25 policy from the Future Land Use Element of the Comprehensive Plan, and renaming HDR-20

On May 6, 2020, the City Council adopted Ordinance Number 2747, creating Future Land Use Element Policy 3.1.h.ii, which created a new future land use designation, HDR-25, which permits up to a minimum of 15 and a maximum of 25 dwelling units per acre in four locations in the City. This was adopted by the City Council as multi-family residential developers contended that the City's default High Density Residential Future Land Use Designation, which allows a maximum of 15 dwelling units per acre, was inconsistent with higher intensity mixed-use developments that were proposed at strategic locations within the City, at densities of up to 25 dwelling units per acre. The HDR-25 future land use designation is currently permitted on properties in four areas of the City, as noted in the attached draft ordinance, with approval from the City Council.

Due to changing market conditions, it has been determined that the HDR-25 future land use designation no longer serves in the best interest of the City of Apopka. Based on this, the Planning Division is proposing Ordinance Number 3023, which amends the HDR-25 future land use designation to allow a minimum of 15 and a maximum of 20 dwelling units per acre.

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; REVISING POLICY 3.1.h.ii, PROVIDING FOR SEVERABILITY; AND FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 2747 on May 6, 2020, creating Future Land Use Element Policy 3.1.h.ii, which created a new future land use designation, High Density Residential-25 (HDR-25), which permits up to a maximum 25 dwelling units per acre; and

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

Section I: The City of Apopka hereby amends the Future Land Use Element of the adopted Comprehensive Plan as described in Exhibit “A”.

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

Section IV: This Ordinance shall become effective upon issuance of a final order by the Florida Department of Economic Opportunity finding the plan amendment in compliance in accordance with §.163.3184 (2)(a), Florida Statute.

ORDINANCE NO. 3023

PAGE 2

1 ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
2 _____ day of _____, 2024.

READ FIRST TIME:

READ SECOND TIME AND
ADOPTED:

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

Cliff Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING:

EXHIBIT “A”

Policy 3.1.h.ii Proposed Amendment

Future Land Use Element, Apopka Comprehensive Plan

ii. High Density Residential – ~~2025~~ (HDR-~~2025~~)

The primary use shall be residential dwelling units with a minimum of 15 units per acre up to a maximum of ~~25~~ 20 dwelling units per acre; elementary schools; middle schools, high schools; supporting infrastructure of less than five acres. The HDR-~~2025~~ Designation may be assigned to properties located within the geographical areas delineated within Maps 1-1.a to 1-1.d. through a Future Land Use Map Amendment. Properties assigned the HDR-~~2025~~ Designation must have access to a collector or arterial road, or planned as a component of a pedestrian-oriented, mixed-use master plan with internal “complete street” connectivity. Only properties located inside an HDR-~~2025~~ ~~edibility~~ eligibility area, as delineated in Maps 1-1.a to 1-1.d, are eligible to be assigned this designation through a Future Land Use Map amendment.

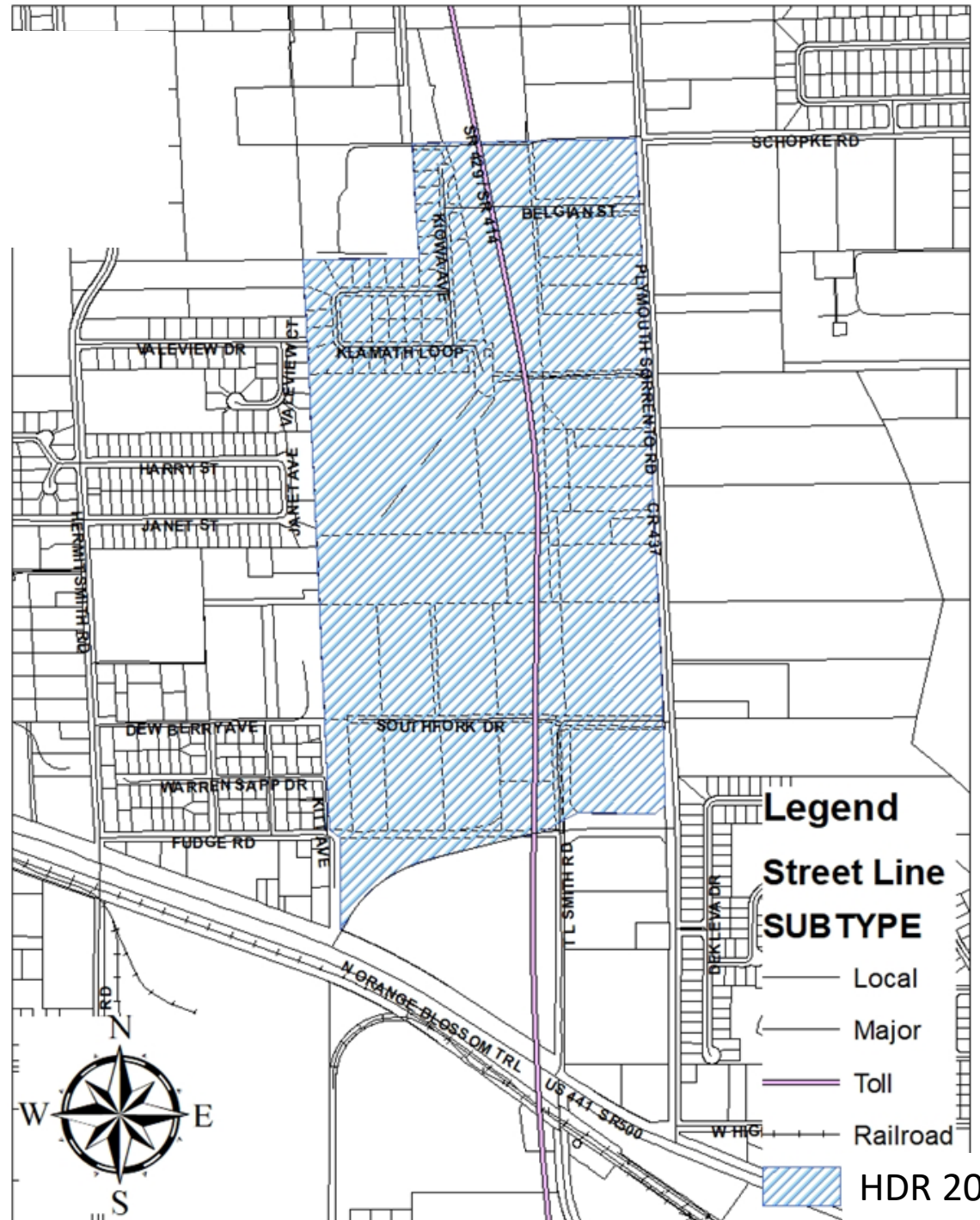
Special exception uses shall include:

- (1) Institutional uses of ten acres or less;
- (2) Supporting infrastructure and public facilities of five acres or more;

Planned Development uses may include:

- (1) All primary uses
- (2) All special exception uses
- (3) Retail commercial uses at a rate not in excess of 50 square feet of gross floor area per residential unit in the PUD. Commercial uses must be completely internalized within the PUD.
- (4) Other uses deemed compatible with and complementary to the other proposed master planned uses and the surrounding neighborhoods.

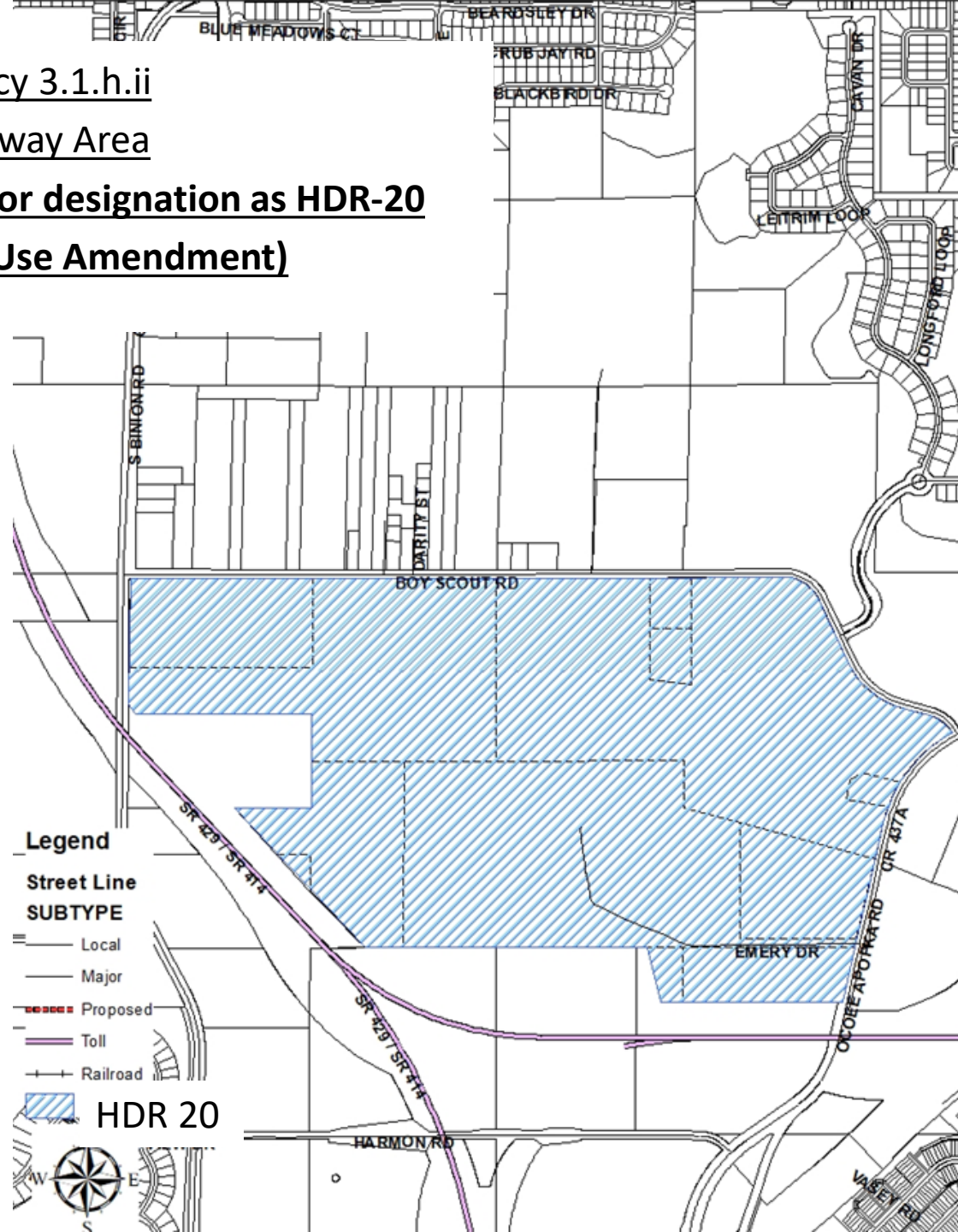
Map 1-1.a: Policy 3.1.h.ii
S.R. 429 / U.S. 441 Area
(Map delineates areas eligible for designation as
HDR-20 through a Future Land Use Amendment)



Map 1-1.b: Policy 3.1.h.ii

East Shore Parkway Area

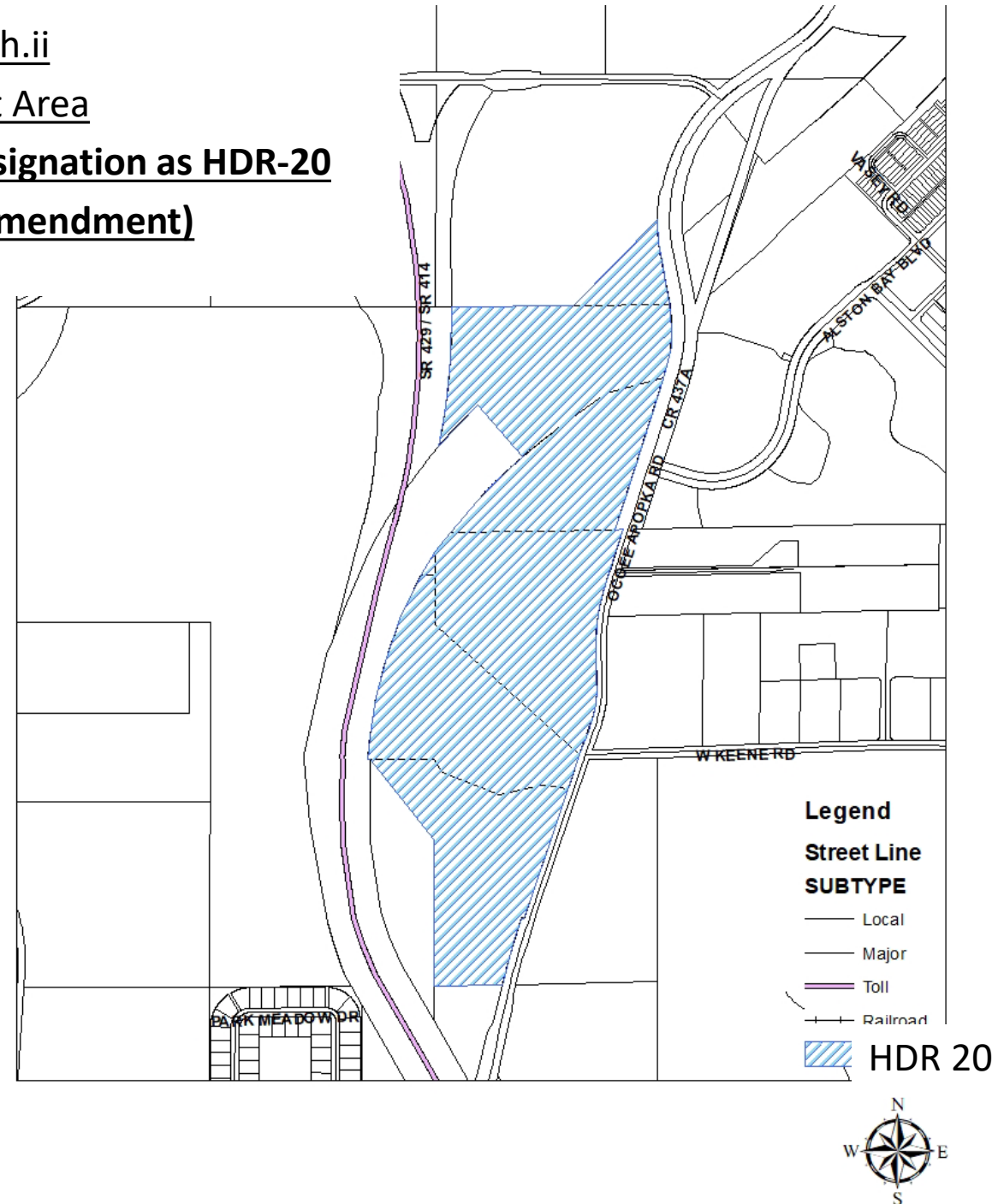
**(Map delineates areas eligible for designation as HDR-20
through a Future Land Use Amendment)**



Map 1-1.c Policy 3.1.h.ii

East Shore New Market Area

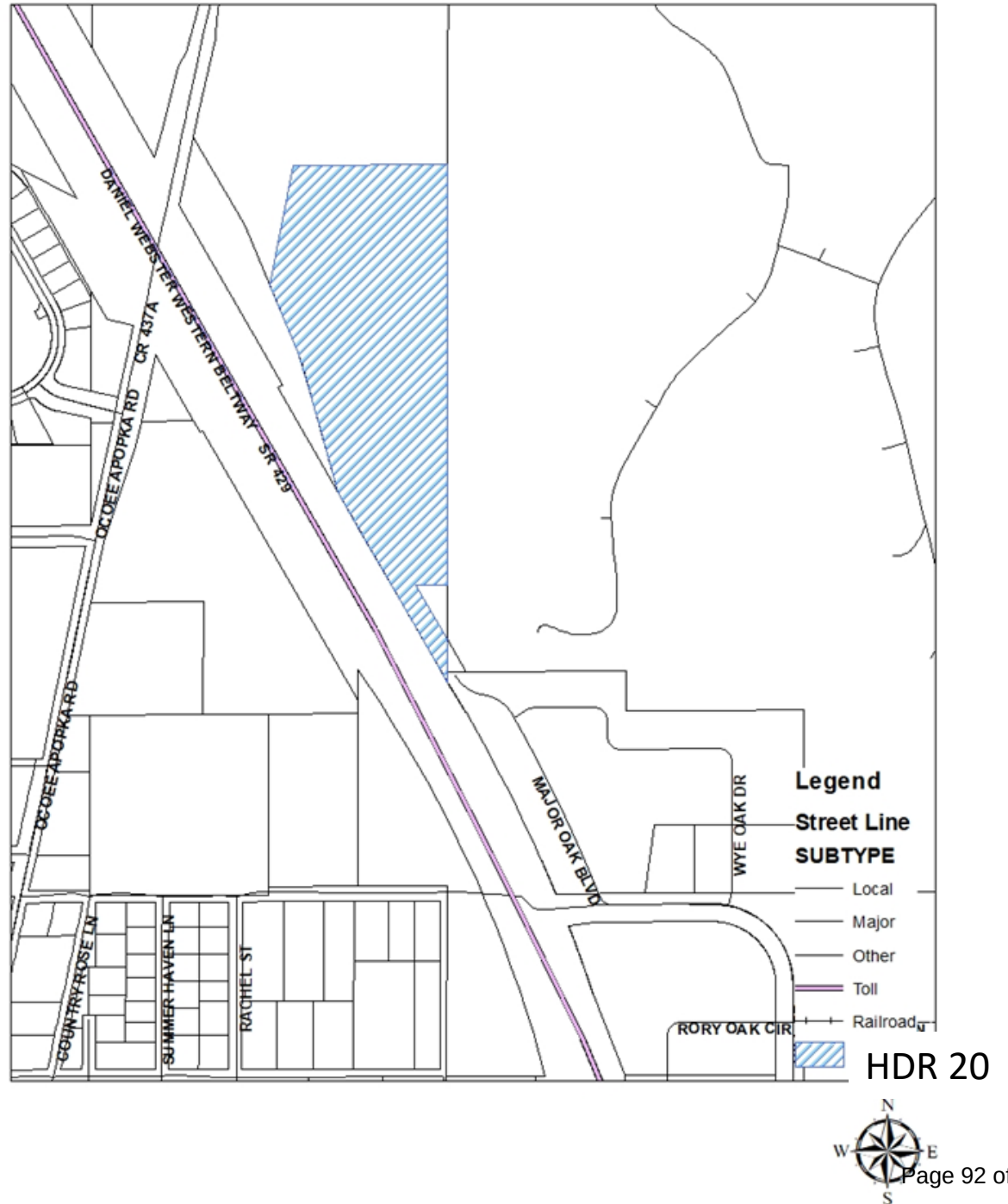
**(Map delineates areas eligible for designation as HDR-20
through a Future Land Use Amendment)**



Map 1-1.d Policy 3.1.h.ii

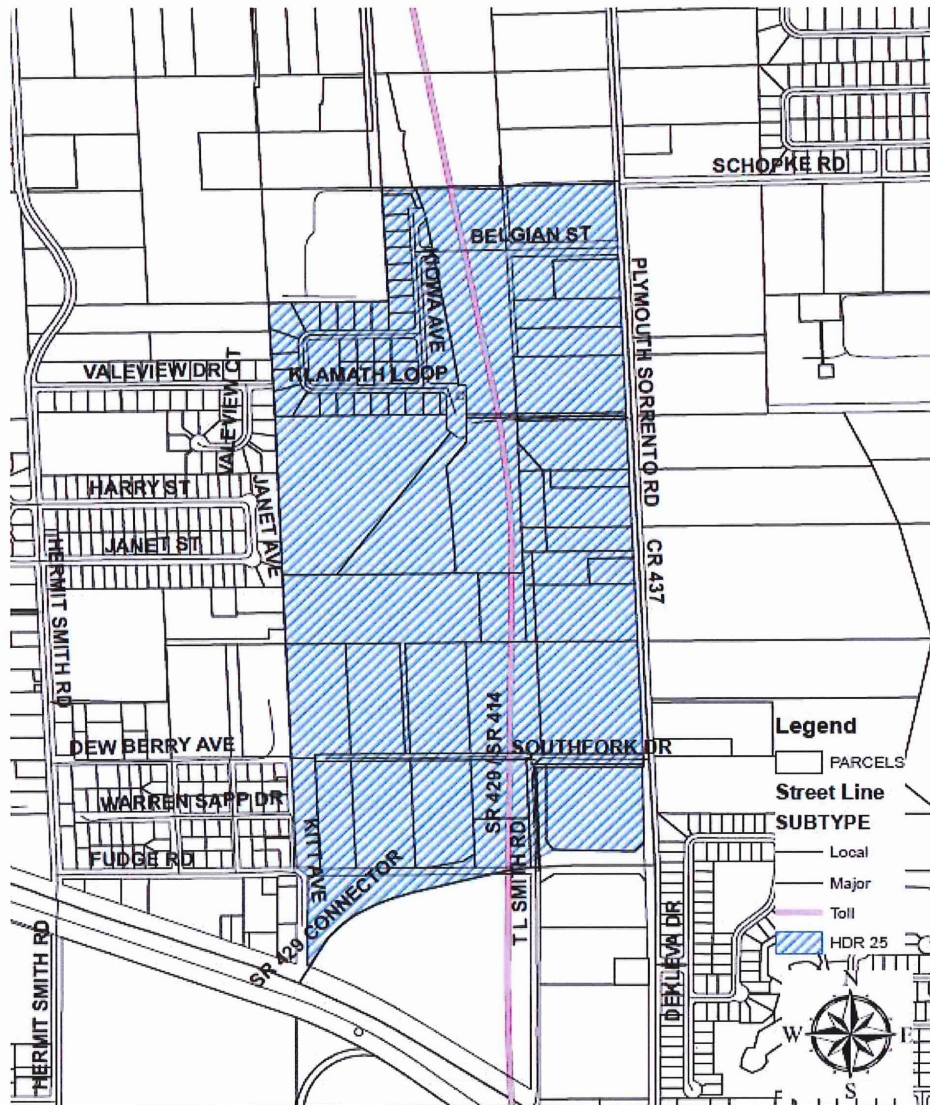
Oak Pointe North Area

**(Map delineates areas eligible for designation as HDR-20
through a Future Land Use Amendment)**



DELETE

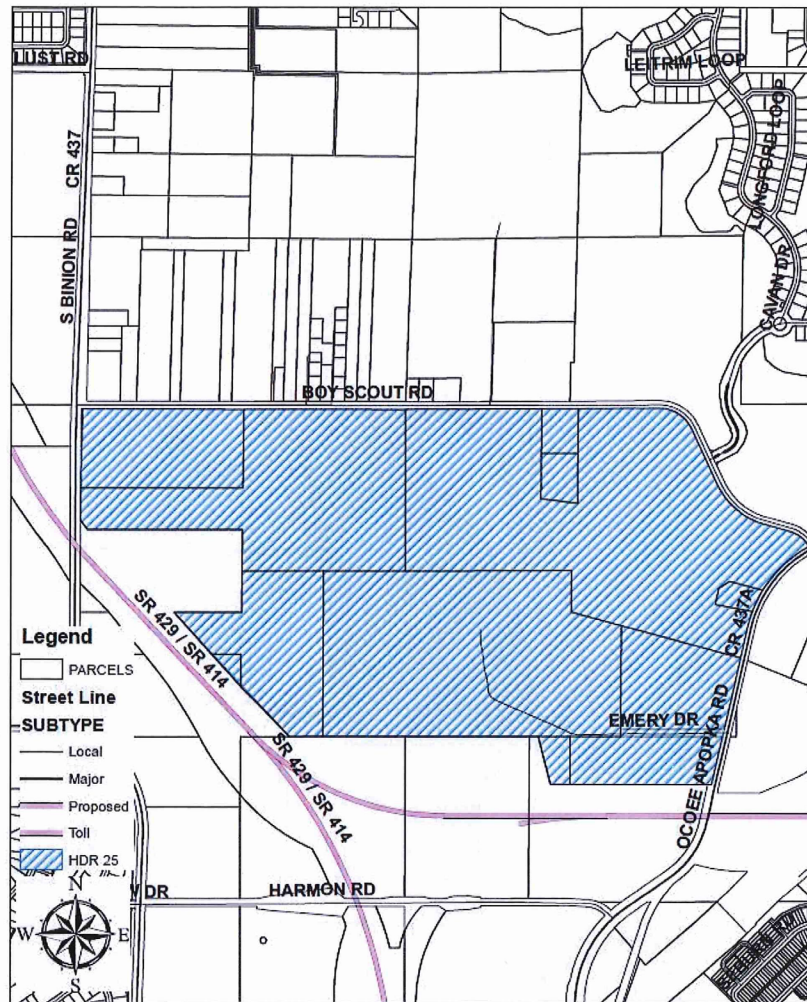
Map 1-1.a: Policy 3.1.h.ii
S.R. 429 / U.S. 441 Area
(Ord. No. 2747; May 6, 2020)
(Map delineates areas eligible for designation as
HDR-25 through a Future Land Use Amendment.)



1-123

DELETE

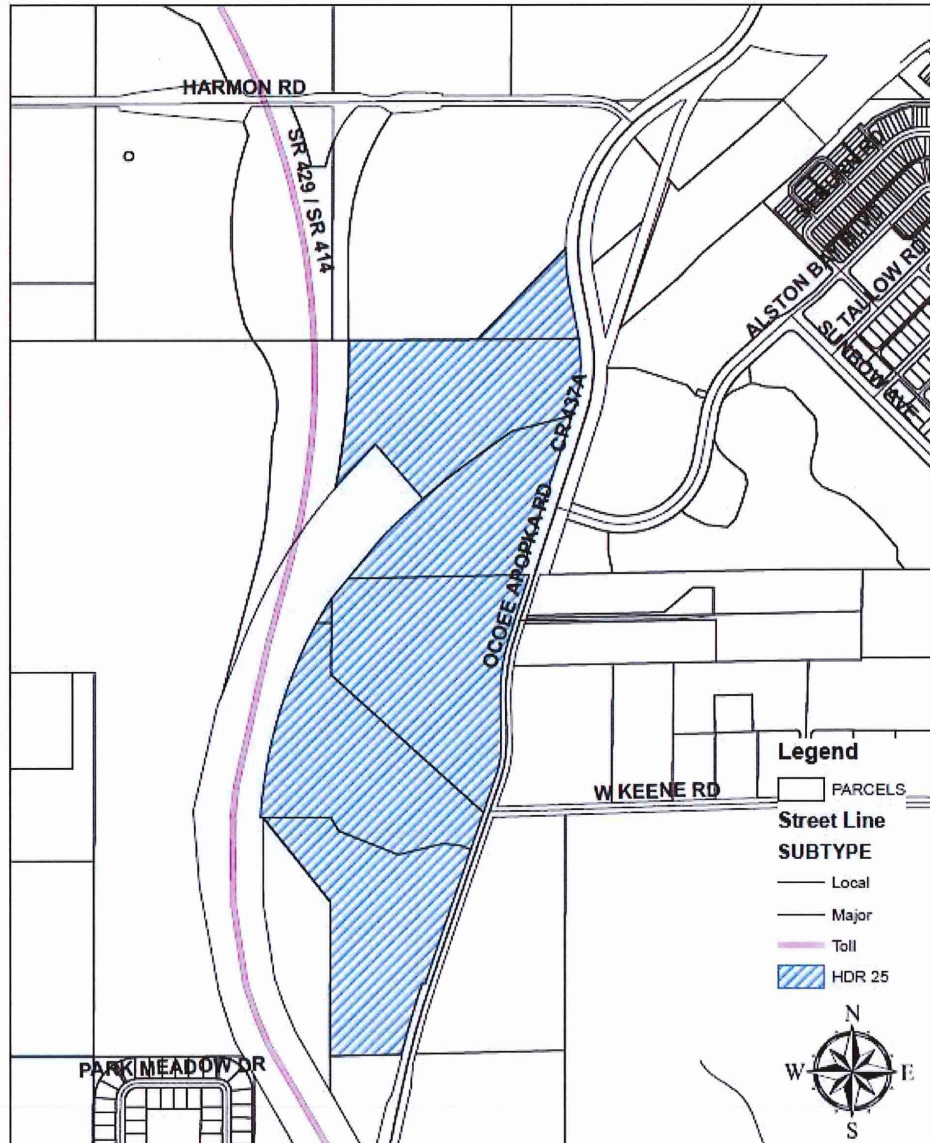
Map 1-1.b: Policy 3.1.h.ii
 East Shore Parkway Area
 (Ord. No. 2747, May 6, 2020)
 (Map delineates areas eligible for designation as
 HDR-25 through a Future Land Use Amendment.)



1-124

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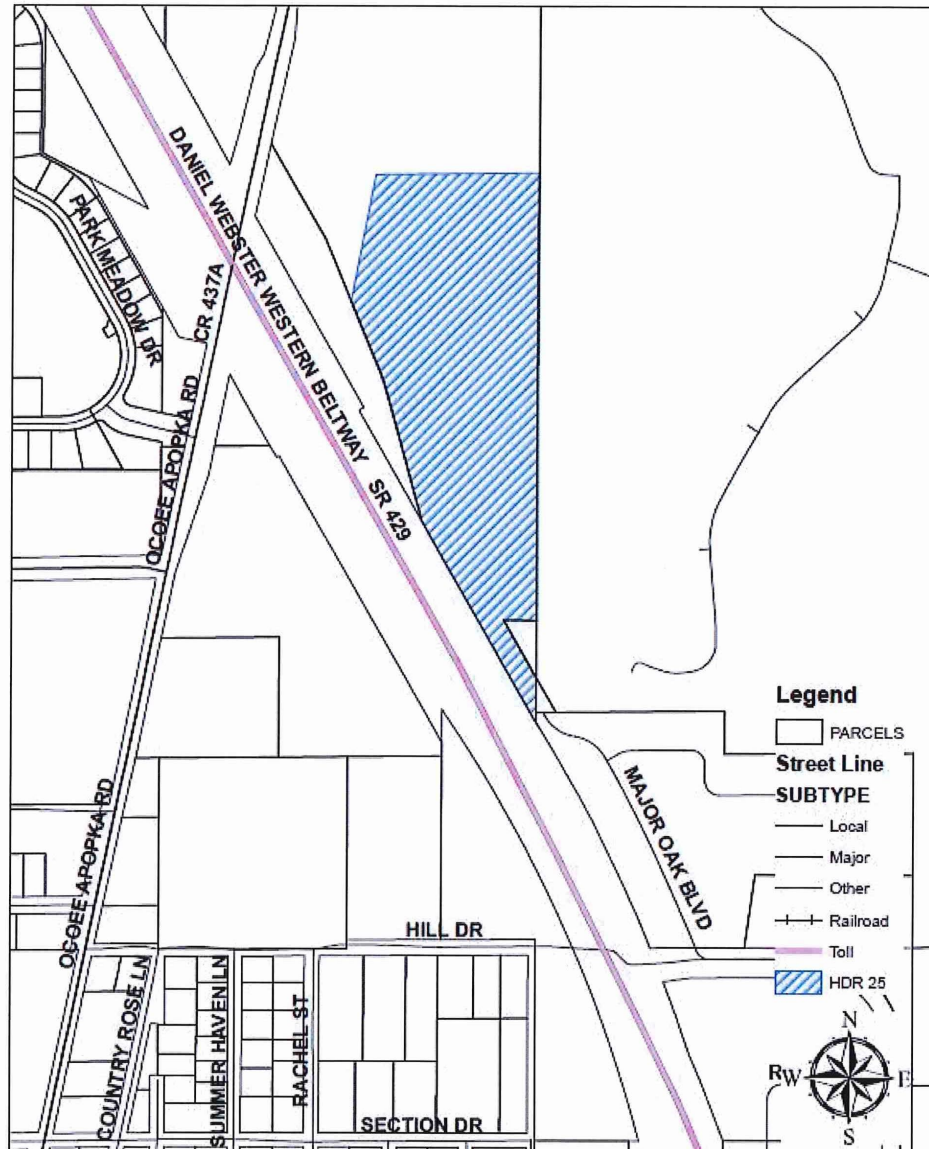
Map 1-1.c: Policy 3.1.h.ii
East Shore New Market Area
(Ord. No. 2747; May 6, 2020)
(Map delineates areas eligible for designation as
HDR-25 through a Future Land Use Amendment.)



1-125

DELETE

Map 1-1.d: Policy 3.1.h.ii
Oak Pointe North Area
(Ord. No. 2747; May 6, 2020)
(Map delineates areas eligible for designation as
HDR-25 through a Future Land Use Amendment.)



1-126

PETITION TO AMEND THE BOUNDARIES OF KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

BEFORE THE CITY COUNCIL FOR THE CITY OF APOPKA, FLORIDA

**PETITION TO AMEND THE BOUNDARIES OF
KELLY PARK COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Kelly Park Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Ordinance No. 2924, and located entirely within the boundaries of the City of Apopka, Florida (“District”), hereby petitions the City Council for the City of Apopka, Florida, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance No. 2924 to remove approximately 2.328 acres to the District. In support of this petition, the District states:

1. Location and Size. The District is located entirely within Lake County, Florida (“County”). **Exhibit 1** depicts the general location of the existing District. The District currently covers approximately 213.409 acres of land and is located south of Ondich Road, west of Effie Drive, east of Round Lake Road and north of West Kelly Park Road. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. Subsequent to the proposed amendment of the District, the District will encompass approximately 211.081 acres in total. **Exhibit 3** contains the metes and bounds description of the District boundary, as amended (“Amended District”).

2. Excluded Parcels. There are no parcels within the external boundary of the Expansion Parcel which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the

proposed amendment. Documentation of this consent is contained in **Exhibit 4**. The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2023-04 at **Exhibit 5**, constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. **Board Members.** The five persons designated by the Ordinance as the original Board of Supervisors met and scheduled an election of the landowners as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are Seth Bennet, Quint Noordstar, Taryn Galvin, Lou Aveli and Alex Gross.

5. **Future Land Uses.** The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 6**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. **District Facilities and Services.** **Exhibit 7**¹ describes the type of facilities District presently expects to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. The estimated costs of constructing the infrastructure serving lands within the Amended District are also identified in **Exhibit 7**. Currently, these improvements are estimated to be made, acquired, constructed, and/or in two (2) phases from 2023 to 2024. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

¹ Due to the minor change in the Boundary Amendment, Exhibit 7 has not changed and remains the same as was provided in the original *Petition to Establish the Kelly Park Community Development District*.

7. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

8. Agent Authorization. **Exhibit 9** is an authorization of agent authorizing Jere Earlywine to act as the District’s agents in all matters related to the Petition. Copies of all correspondence should be sent to:

Jere Earlywine, Esq.
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

9. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District’s boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the

Amended District without imposing an additional burden on the general population of the County. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the City Council of the City of Apopka, Florida:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(f), Florida Statutes; and

b. Grant the petition and amend Ordinance No. 2924 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes.

[CONTINUED ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 17th day of August, 2023.

KUTAK ROCK LLP



Jere Earlywine, Esq.

Florida Bar No. 155527

Jere.Earlywine@KutakRock.com

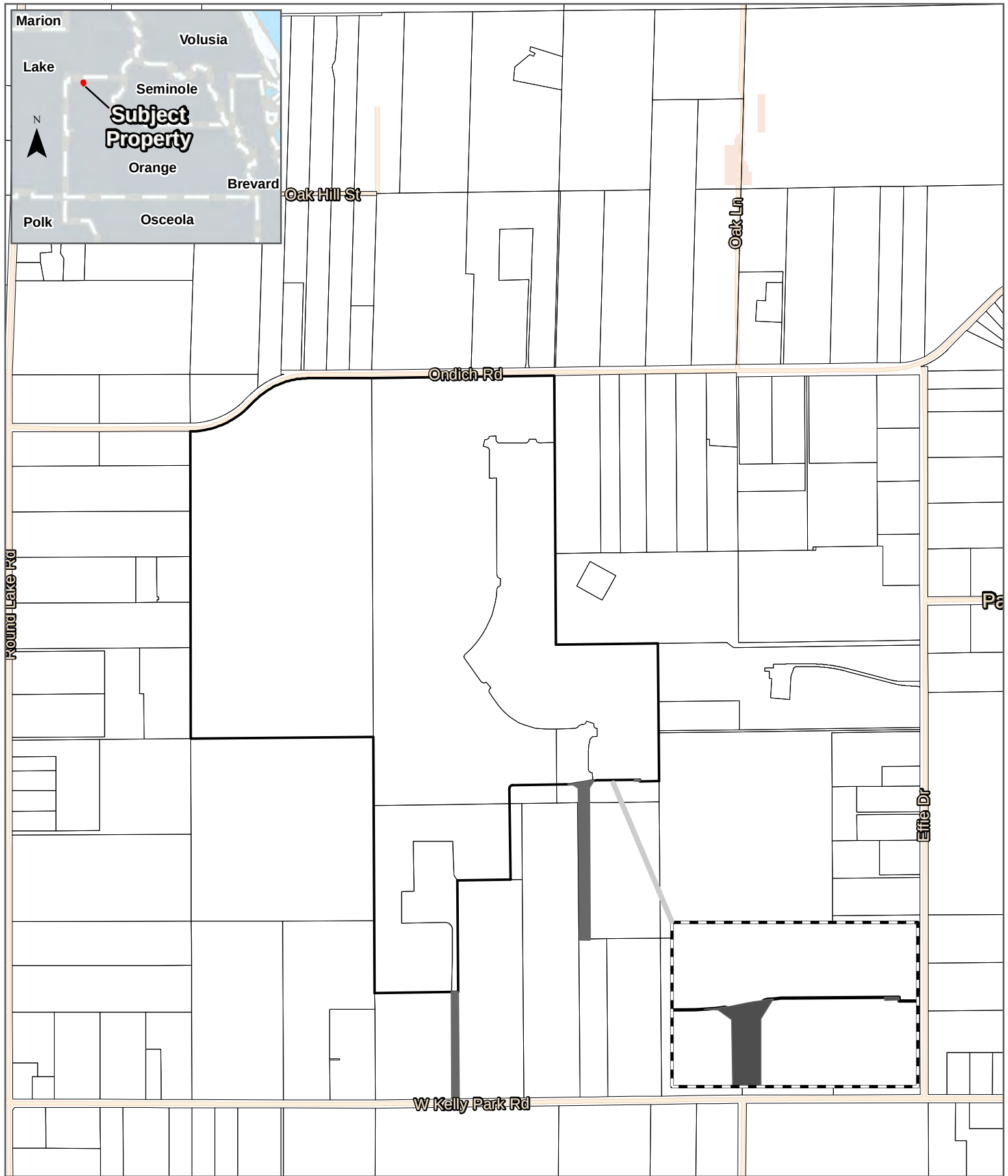
KUTAK ROCK LLP

107 West College Avenue

Tallahassee, Florida 32301

Ph: (850) 528-6152

EXHIBIT 1



Map Source: Esri, Orange County

-  Proposed Subject Property
-  Contraction Parcel Property
-  Parcels
-  Inset

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567



EXHIBIT 2

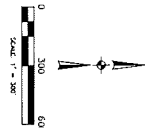
That part of Section 11, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 11, Township 20 South, Range 27 East, Orange County, Florida; thence run North 89°30'00" East along the South line of said Northwest 1/4 of Section 11, a distance of 1330.40 feet to the Southwest corner of the Southeast 1/4 of said Northwest 1/4 for the POINT OF BEGINNING; thence North 00°07'37" West along the West line of the East 1/2 of said Northwest 1/4, a distance of 2240.16 feet to the South right of way line of Ondich Road as described in Deed Book 948, Page 314, Public Records of Orange County, Florida, said point also being on a non-tangent curve concave Northerly having a radius of 603.70 feet, a chord bearing of North 67°23'18" East, a chord length of 462.04 feet; thence run along said South right of way line and the arc of said curve through a central angle of 44°59'57" an arc length of 474.14 feet to a point of tangency; thence continue along said South right of way line North 44°53'19" East, 69.23 feet to the beginning of a tangent curve concave Southerly having a radius of 543.70 feet, a chord bearing of North 67°23'19" East, a chord length of 416.13 feet; thence run along the arc of said curve through a central angle of 45°00'00" an arc length of 427.02 feet to a point lying 30.00 feet South of the North line of said Northwest 1/4 of Section 11; thence North 89°53'15" East parallel with and 30.00 feet South of said Northwest 1/4, a distance of 462.83 feet to the West line of the Northeast 1/4 of said Section 11; thence continue along the South right of way line of Ondich Road North 89°08'46" East parallel with and 30.00 feet south of said Northeast 1/4, 1328.87 feet to the East line of the West 1/2 of said Northeast 1/4; thence South 00°22'32" East along said East line, 1960.50 feet to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence North 89°24'58" East along the South line of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 11, a distance of 742.86 feet to a point 589.09 feet West of the Southeast corner of said North 1/2 of the Southeast 1/4 of the Northeast 1/4; thence South 00°27'59" East parallel with the East line of the Northeast 1/4 of said Section 11, a distance of 664.66 feet to the South line of the Northeast 1/4 of said Section 11; thence South 00°27'57" East parallel with the East line of the Southeast 1/4 of said Section 11, a distance of 335.81 feet; thence South 89°37'22" West, 136.57 feet; thence North 00°22'38" West, 12.60 feet; thence South 89°37'22" West, 271.43 feet to the beginning of a tangent curve concave Southerly a radius of 471.50 feet, a chord bearing of South 88°02'43" West, a chord length of 25.96 feet; thence run along the arc of said curve through a central angel of 03°09'17", an arc length of 25.96 feet; thence South 44°37'22" West, 109.74 feet; thence South 00°22'38" East, 90.79 feet to the North line of the South 2174.38 feet of Southeast 1/4 of said Section 11; thence South 00°21'14" East, 993.41 feet to the South line of the North 993.38 feet of the South 2174.38 feet of Southeast 1/4 of said Section 11; thence South 89°12'15" West along said South line, 80.00 feet to a point lying 1182.82 feet West of the East line of the Southeast 1/4 of said Section 11; thence North 00°27'57" West parallel with and 1182.82 feet West of the said East line of the Southeast 1/4, a distance of 993.40 feet to the North line of the South 2174.38 feet of Southeast 1/4 of said Section 11; thence North 89°12'15" East along said North line, 11.94 feet; thence North 00°22'38" West, 69.89 feet; thence

North 45°22'38" West, 93.99 feet to the beginning of a non-tangent curve concave Northerly a radius of 528.50 feet, a chord bearing of South 87°00'22" West, a chord length of 41.32 feet; thence run along the arc of said curve through a central angel of 04°28'49", an arc length of 41.33 feet to a point of tangency; thence South 89°14'46" West, 377.38 feet to the beginning of a tangent curve concave Southeasterly a radius of 25.00 feet, a chord bearing of South 44°14'46" West, a chord length of 35.36 feet; thence run along the arc of said curve through a central angel of 90°00'00", an arc length of 39.27 feet to a point of tangency; thence South 00°45'14" East, 110.14 feet to the North line of Lot 1, OCB ACRES, as recorded in Plat Book 58, Page 38, Public Records of Orange County, Florida; thence South 89°15'34" West along said North line, 987.49 feet to the Northwest corner of said Lot 1; thence North 00°17'03" West, 496.88 feet to a 4"x4" concrete monument being the monumented Southeast corner of Northwest 1/4 of said Section 11; thence South 89°32'00" West along the South line of said Northwest 1/4, a distance of 1330.41 feet to the POINT OF BEGINNING.

Containing 189.339 acres, more or less.

- WAS 1 ON 1
1/4 11 47
TONG 1 2000
JUN



LINE	READING	DISTANCE
1	S 44.3° 29' W	109.74
2	S 00° 23' 16" E	90.76
3	S 87.1° 12' W	80.00
4	N 56° 15' E	119.94
5	N 00° 13' 19" E	69.89
6	N 42° 23' 19" W	93.89
7	S 00° 45' 14" E	110.14

KELLY PARK CDD LEGAL

DATE	01/14/22
SCALE	1" = 30'
CAL BY	SEB
EXAMIN BY	EST
JOB NO	121035

ATLANTIC SURVEYING
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437
LEF5040

Page 108 of 165

LEGAL DESCRIPTION

(THIS IS NOT A SURVEY)

TOGETHER WITH:

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°17'05" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF KELLY PARK ROAD (60' WIDE COUNTY RIGHT-OF-WAY); THENCE RUN NORTH 89°12'25" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 560.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH 00°23'15" WEST, 780.35 FEET; THENCE RUN SOUTH 89°12'25" WEST, 558.59 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1365.46 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'33" EAST, 930.37 FEET; THENCE RUN SOUTH 00°44'27" EAST, 553.23 FEET; THENCE RUN SOUTH 89°13'13" WEST, 327.64 FEET; THENCE RUN SOUTH 00°23'15" EAST, 1591.78 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF KELLY PARK ROAD; THENCE SOUTH 89°12'25" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND, LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 24.070 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING NORTH 00°17'05" WEST.
- (4) THE LEGAL DESCRIPTION, HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.



Digitally signed
by David A
White
Date:
2022.02.09
15:43:52 -05'00'

SHEET 1 OF 2

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: FEBRUARY 8, 2022

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-019

(THIS IS NOT A SURVEY)



NOT PLATTED

NOT PLATTED

NOT PLATTED

P.O.C.

P.O.B.

**LOT 1
O C B ACRES
(P.B. 53, PG. 82)**

24.070 ACRES ±

**LOT 1
O C B ACRES
(P.B. 53, PG. 82)**

**LOT 1
O C B ACRES
(P.B. 53, PG. 82)**

**N. LINE LOT 1
(P.B. 53, PG. 82)**

**10' DISTRIBUTION EASEMENT
(O.R.B. 6854, PG. 4969)**

**KELLY PARK ROAD
(60' WIDE RIGHT-OF-WAY)**

WEST LINE, SE. 1/4, SEC. 11-20-27

**S. 1/4 CORNER
SEC. 11-20-27**

N. 89°15'33"E 930.37'

1365.46'

N00°17'05"W

500'44'27"E 553.23'

327.64'

S89°13'13"W

1591.78'

500'23'15"E

780.35'

N00°23'15"W

558.59'

S89°12'25"W

N00°17'05"W 30.00'

NORTHERLY R/W LINE 560.00'

N89°12'25"E (C) 50.00'

S89°12'25"W

P.O.C.....POINT OF COMMENCEMENT
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
PG.....PAGE

SHEET 2 OF 2

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: FEBRUARY 8, 2022

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-019

O:\22-019 Kelly Park Land Description\22-019 KELLY PARK DESC.dwg Feb 09, 2022 - 3:35pm

EXHIBIT 3

LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO A PORTION OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1328.91 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11. THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1960.23 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°28'01" EAST, 664.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, 339.32 FEET; THENCE RUN SOUTH 89°31'59" WEST, 139.06 FEET; THENCE RUN NORTH 00°28'01" WEST, 10.59 FEET; THENCE RUN SOUTH 89°31'59" WEST, 296.99 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 10°06'03", AN ARC LENGTH OF 82.95 FEET, A CHORD LENGTH OF 82.84 FEET AND A CHORD BEARING OF SOUTH 84°28'58" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 79°25'56" WEST, 76.26 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 529.50 FEET, A CENTRAL ANGLE OF 09°49'36", AN ARC LENGTH OF 90.81 FEET, A CHORD LENGTH OF 90.70 FEET AND A CHORD BEARING OF SOUTH 84°20'44" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°15'33" WEST, 380.87 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°15'33" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°44'27" EAST, 663.19 FEET; THENCE RUN SOUTH 89°13'13" WEST, 386.64 FEET; THENCE RUN SOUTH 00°23'15" EAST, 811.43 FEET; THENCE RUN SOUTH 89°12'25" WEST, 608.59 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1863.70 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2239.19 FEET TO A POINT LYING ON AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, SAID POINT LIES ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH OF 474.14 FEET, A CHORD LENGTH OF 462.05 FEET AND A CHORD BEARING OF NORTH 67°23'06" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°53'07" EAST, 69.20 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 427.02 FEET, A CHORD LENGTH OF 416.13 FEET AND A CHORD BEARING OF NORTH 67°23'07" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°53'07" EAST, 462.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 211.081 ACRES MORE OR LESS.

(THIS IS NOT A SURVEY)

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION



Digitally signed
by David A
White
Date:
2023.07.10
13:33:02 -04'00'
SHEET 1 OF 4

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION II, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

*LEGAL DESCRIPTION
CROSSROADS KELLY PARK CDD*

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST. BEING NORTH 89°08'52" EAST
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 2 OF 4

PEC

SURVEYING AND MAPPING, LLC

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SECTION II, TOWNSHIP 20 SOUTH, RANGE 27 EAST

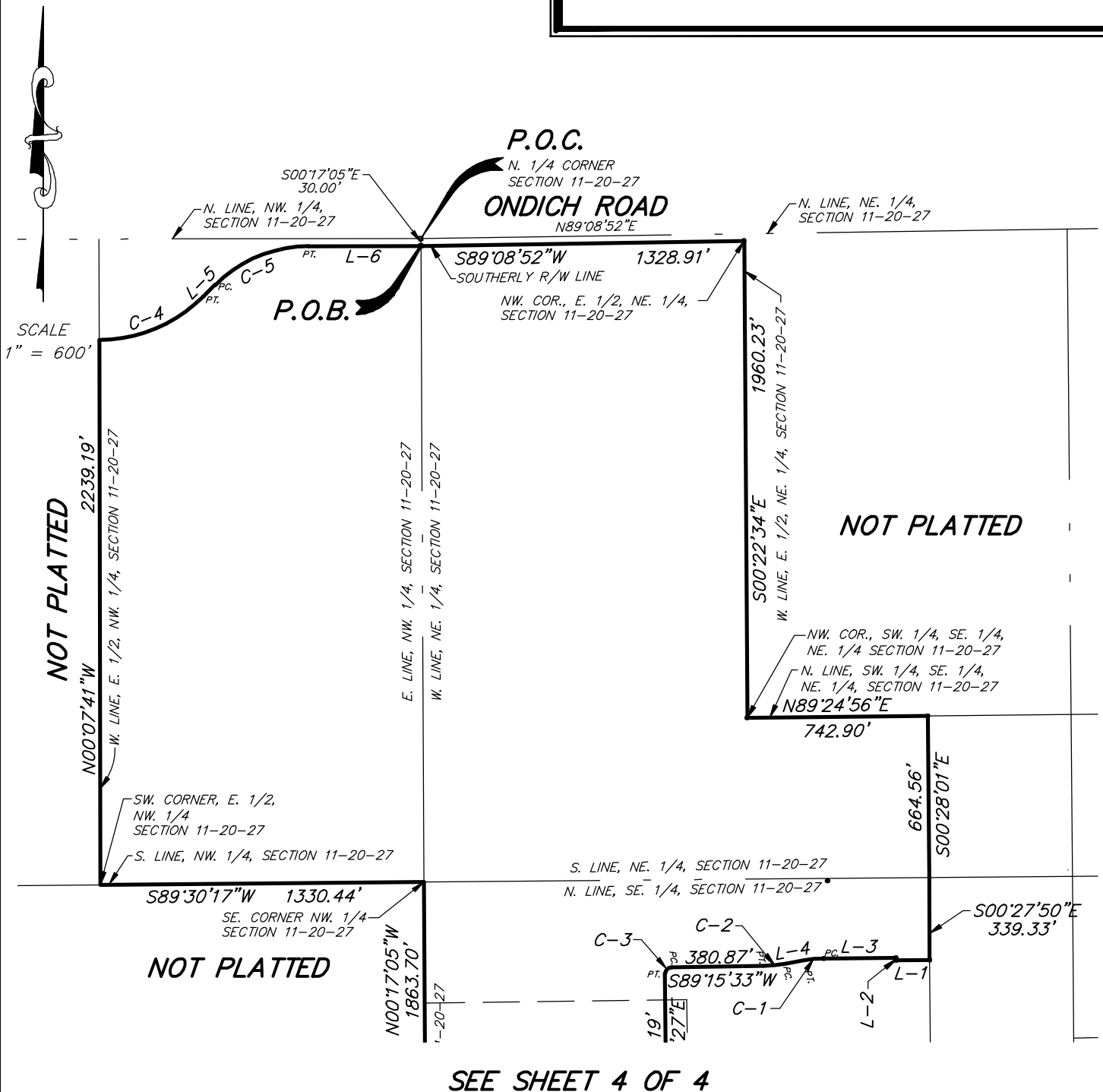
DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD



(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 3 OF 4

PEC

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SECTION II, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

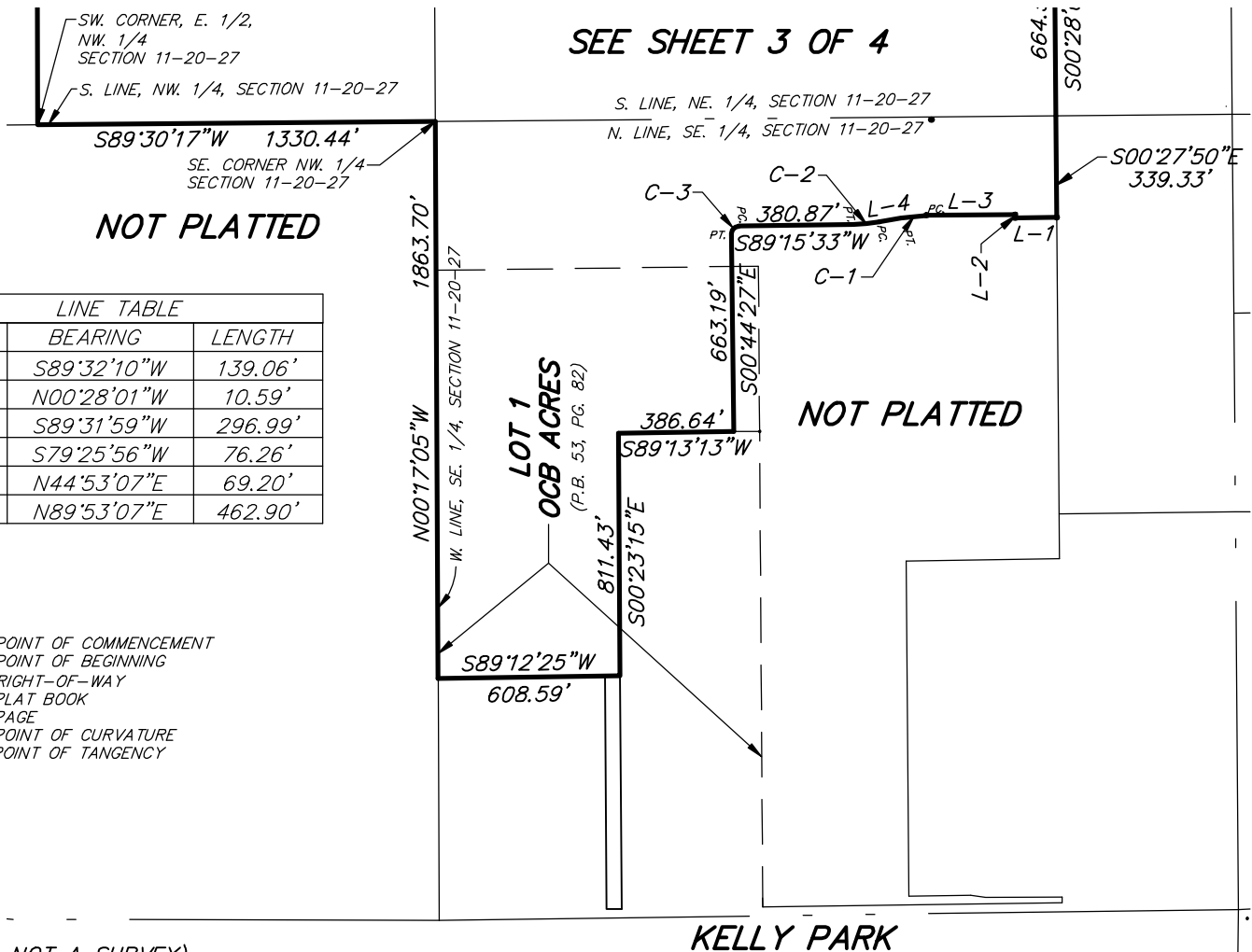
O:\22-118 Kelly Park CDD\22-118 LEGAL.dwg Jul 10, 2023 - 1:31pm

LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CH. BEARING
C-1	470.50'	10°06'03"	82.95'	82.84'	S84°28'58"W
C-2	529.50'	9°49'36"	90.81'	90.70'	S84°20'44"W
C-3	25.00'	90°00'00"	39.27'	35.36'	S44°15'33"W
C-4	603.70'	44°59'58"	474.14'	462.05'	N67°23'06"E
C-5	543.70'	45°00'00"	427.02'	416.13'	N67°23'07"E

SCALE
1" = 600'



LINE TABLE		
LINE	BEARING	LENGTH
L-1	S89°32'10"W	139.06'
L-2	N00°28'01"W	10.59'
L-3	S89°31'59"W	296.99'
L-4	S79°25'56"W	76.26'
L-5	N44°53'07"E	69.20'
L-6	N89°53'07"E	462.90'

LEGEND

P.O.C.....POINT OF COMMENCEMENT
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
PG.....PAGE
PC.....POINT OF CURVATURE
PT.....POINT OF TANGENCY

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 4 OF 4

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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WWW.PECONLINE.COM

SECTION II, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

O:\22-118 Kelly Park CDD\22-118 LEGAL.dwg Jul 10, 2023 - 1:31pm

EXHIBIT 4

**CONSENT AND JOINDER OF LANDOWNER FOR THE
AMENDMENT OF THE BOUNDARIES OF THE
KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
[CONTRACTION PARCEL]**

The undersigned are the owners of, or may be successors in interests, in a portion of certain lands which are more fully described as the "Contraction Parcels" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges, to the extent of the undersigned's respective interests in the Property, if any, that the Board of Supervisors of the Kelly Park Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owners of lands that are intended to constitute lands to be removed from the District, the undersigned understand and acknowledge that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be removed from the District.

The undersigned hereby request and consent to removal of the Property from the District and agree to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledge that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agree that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represent and warrant that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 20 day of July, 2023.

WITNESS

KELLY PARK LAND INVESTMENTS, LLC

By: Seth Bennett
Name: Seth Bennett

By: Mike Galvin
Its: MANAGER

By: Robert Nicosia
Name: ROBERT NICOSIA

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 20 day of July, 2023, by Mike Galvin, as Manager of Kelly Park Land Investments on its behalf. He ☒ is personally known to me or ☐ produced as identification.



Stacey Ann Gray
Notary Public, State of Florida

[CONTINUED ON FOLLOWING PAGE]

WITNESS

HARRIS KP, LLC

By: Bonnie Palazzo
Name: Bonnie Palazzo

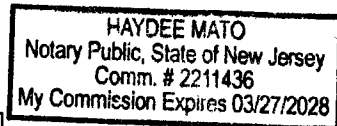
Marvin Strauss
By: Marvin Strauss
Its: Manager

By: Karen Stangle
Name: Karen Stangle

NEW JERSEY
STATE OF ~~FLORIDA~~
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of AUGUST, 2023, by Marvin Strauss, as Manager of Harris KP LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.

Haydee Mato
Notary Public, State of Florida



[CONTINUED ON FOLLOWING PAGE]

WITNESS

GALVIN-HARRIS LAND SERVICES, LLC

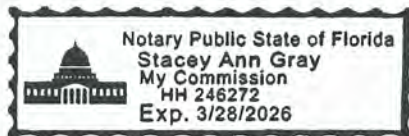
By: Seth Bennett
Name: Seth Bennett

Mike Galvin
By: Mike Galvin
Its: MANAGER

By: Robert Lammstad
Name: ROBERT LAMMSTAD

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of July, 2023, by Mike Galvin, as Manager of Galvin-Harris Land Services, LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.



Stacey Ann Gray
Notary Public, State of Florida

EXHIBIT A: Legal Description

EXHIBIT A:
Legal Description

ORIGINAL BOUNDARIES OF THE KELLY PARK CDD

That part of Section 11, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

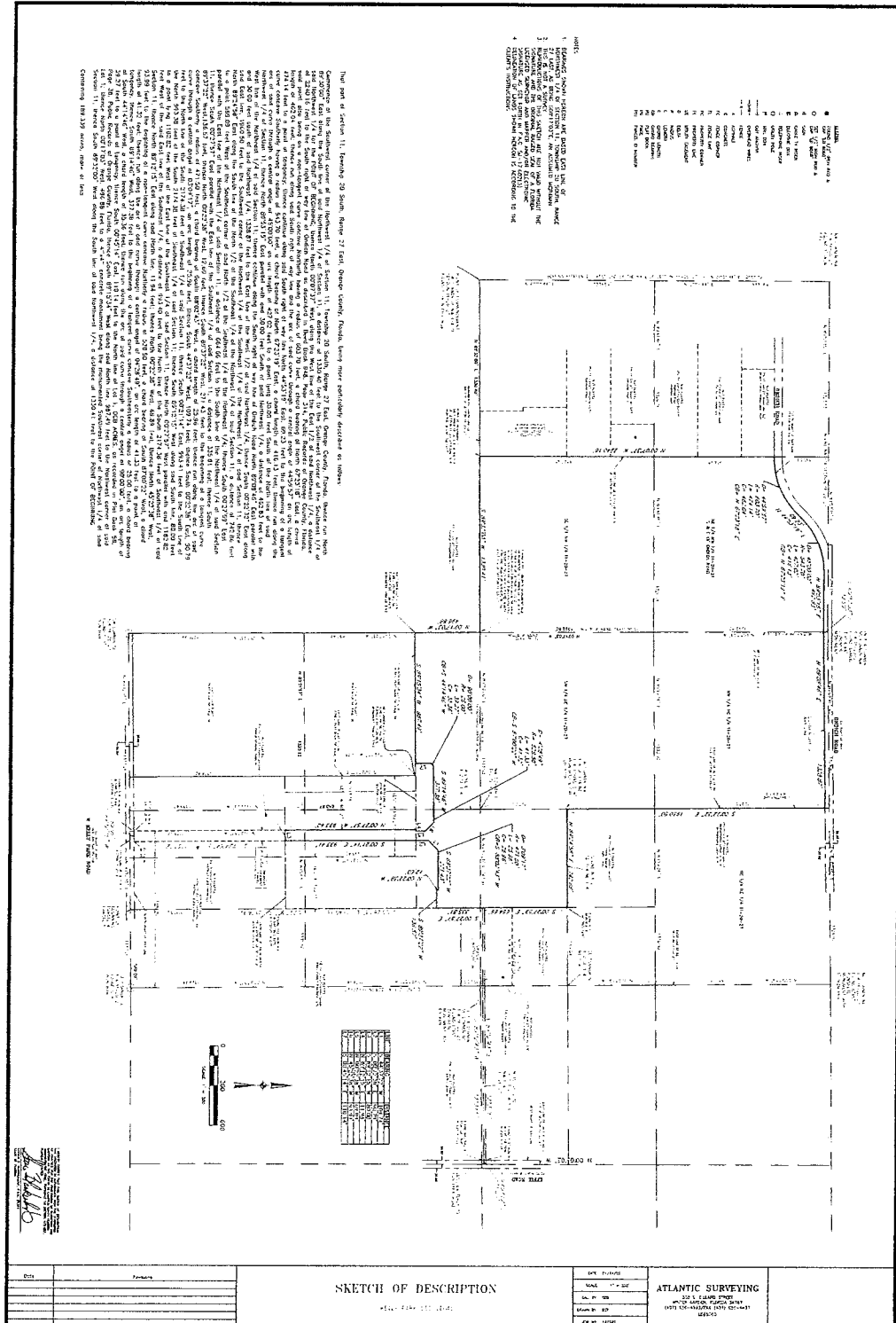
Commence at the Southwest corner of the Northwest 1/4 of Section 11, Township 20 South, Range 27 East, Orange County, Florida; thence run North 89°30'00" East along the South line of said Northwest 1/4 of Section 11, a distance of 1330.40 feet to the Southwest corner of the Southeast 1/4 of said Northwest 1/4 for the POINT OF BEGINNING; thence North 00°07'37" West along the West line of the East 1/2 of said Northwest 1/4, a distance of 2240.16 feet to the South right of way line of Ondich Road as described in Deed Book 948, Page 314, Public Records of Orange County, Florida, said point also being on a non-tangent curve concave Northerly having a radius of 603.70 feet, a chord bearing of North 67°23'18" East, a chord length of 462.04 feet; thence run along said South right of way line and the arc of said curve through a central angle of 44°59'57" an arc length of 474.14 feet to a point of tangency; thence continue along said South right of way line North 44°53'19" East, 69.23 feet to the beginning of a tangent curve concave Southerly having a radius of 543.70 feet, a chord bearing of North 67°23'19" East, a chord length of 416.13 feet; thence run along the arc of said curve through a central angle of 45°00'00" an arc length of 427.02 feet to a point lying 30.00 feet South of the North line of said Northwest 1/4 of Section 11; thence North 89°53'15" East parallel with and 30.00 feet South of said Northwest 1/4, a distance of 462.83 feet to the West line of the Northeast 1/4 of said Section 11; thence continue along the South right of way line of Ondich Road North 89°08'46" East parallel with and 30.00 feet south of said Northeast 1/4, 1328.87 feet to the East line of the West 1/2 of said Northeast 1/4; thence South 00°22'32" East along said East line, 1960.50 feet to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence North 89°24'58" East along the South line of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 11, a distance of 742.86 feet to a point 589.09 feet West of the Southeast corner of said North 1/2 of the Southeast 1/4 of the Northeast 1/4; thence South 00°27'59" East parallel with the East line of the Northeast 1/4 of said Section 11, a distance of 664.66 feet to the South line of the Northeast 1/4 of said Section 11; thence South 00°27'57" East parallel with the East line of the Southeast 1/4 of said Section 11, a distance of 335.81 feet; thence South 89°37'22" West, 136.57 feet; thence North 00°22'38" West, 12.60 feet; thence South 89°37'22" West, 271.43 feet to the beginning of a tangent curve concave Southerly a radius of 471.50 feet, a chord bearing of South 88°02'43" West, a chord length of 25.96 feet; thence run along the arc of said curve through a central angel of 03°09'17", an arc length of 25.96 feet; thence South 44°37'22" West, 109.74 feet; thence South 00°22'38" East, 90.79 feet to the North line of the South 2174.38 feet of Southeast 1/4 of said Section 11; thence South 00°21'14" East, 993.41 feet to the South line of the North 993.38 feet of the South 2174.38 feet of Southeast 1/4 of said Section 11; thence South 89°12'15" West along said South line, 80.00 feet to a point lying 1182.82 feet West of the East line of the Southeast 1/4 of said Section 11; thence North 00°27'57" West parallel with and 1182.82 feet West of the said East line of the Southeast 1/4, a distance of 993.40 feet to the North line of the South 2174.38 feet of Southeast 1/4 of said Section 11; thence North 89°12'15" East along said North line, 11.94 feet; thence North 00°22'38" West, 69.89 feet; thence

CONTINUED ON FOLLOWING PAGE

North 45°22'38" West, 93.99 feet to the beginning of a non-tangent curve concave Northerly a radius of 528.50 feet, a chord bearing of South 87°00'22" West, a chord length of 41.32 feet; thence run along the arc of said curve through a central angel of 04°28'49", an arc length of 41.33 feet to a point of tangency; thence South 89°14'46" West, 377.38 feet to the beginning of a tangent curve concave Southeasterly a radius of 25.00 feet, a chord bearing of South 44°14'46" West, a chord length of 35.36 feet; thence run along the arc of said curve through a central angel of 90°00'00", an arc length of 39.27 feet to a point of tangency; thence South 00°45'14" East, 110.14 feet to the North line of Lot 1, OCB ACRES, as recorded in Plat Book 58, Page 38, Public Records of Orange County, Florida; thence South 89°15'34" West along said North line, 987.49 feet to the Northwest corner of said Lot 1; thence North 00°17'03" West, 496.88 feet to a 4"x4" concrete monument being the monumented Southeast corner of Northwest 1/4 of said Section 11; thence South 89°32'00" West along the South line of said Northwest 1/4, a distance of 1330.41 feet to the POINT OF BEGINNING.

Containing 189.339 acres, more or less.

CONTINUED ON FOLLOWING PAGE



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LEGAL DESCRIPTION

(THIS IS NOT A SURVEY)

TOGETHER WITH:

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°17'05" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF KELLY PARK ROAD (60' WIDE COUNTY RIGHT-OF-WAY); THENCE RUN NORTH 89°12'25" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 560.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH 00°23'15" WEST, 780.35 FEET; THENCE RUN SOUTH 89°12'25" WEST, 558.59 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1365.46 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'33" EAST, 930.37 FEET; THENCE RUN SOUTH 00°44'27" EAST, 553.23 FEET; THENCE RUN SOUTH 89°13'13" WEST, 327.64 FEET; THENCE RUN SOUTH 00°23'15" EAST, 1591.78 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF KELLY PARK ROAD; THENCE SOUTH 89°12'25" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND, LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 24.070 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING NORTH 00°17'05" WEST.
- (4) THE LEGAL DESCRIPTION, HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.



Digitally signed
by David A
White

Date:
2022.02.09
15:43:52 -05'00'

SHEET 1 OF 2

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: FEBRUARY 8, 2022

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-019

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O: 22-019 Kelly Park Land Description 22-019 KELLY PARK DESC.dwg Feb 09, 2022 - 3:41pm

§

PEC | **SURVEYING AND MAPPING, LLC**
 CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
 2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

DATE: FEBRUARY 8, 2022	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #: 22-019
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CONTINUED ON FOLLOWING PAGE

LESS AND EXCEPT THE AMENDED BOUNDARIES OF THE KELLY PARK CDD:

LEGAL DESCRIPTION
CROSSROADS KELLY PARK CDD

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO A PORTION OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1328.91 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1960.23 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°28'01" EAST, 664.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, 339.32 FEET; THENCE RUN SOUTH 89°31'59" WEST, 139.08 FEET; THENCE RUN NORTH 00°28'01" WEST, 10.59 FEET; THENCE RUN SOUTH 89°31'59" WEST, 296.99 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 10°06'03", AN ARC LENGTH OF 82.95 FEET, A CHORD LENGTH OF 82.84 FEET AND A CHORD BEARING OF SOUTH 84°28'58" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 79°25'56" WEST, 76.26 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 529.50 FEET, A CENTRAL ANGLE OF 09°49'36", AN ARC LENGTH OF 90.81 FEET, A CHORD LENGTH OF 90.70 FEET AND A CHORD BEARING OF SOUTH 84°20'44" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°15'33" WEST, 380.87 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°15'33" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°44'27" EAST, 663.19 FEET; THENCE SOUTH 89°13'13" WEST, 386.64 FEET; THENCE SOUTH 00°23'15" EAST, 811.43 FEET; THENCE SOUTH 89°12'25" WEST, 608.59 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 00°17'05" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1863.70 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 00°07'41" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2239.19 FEET TO A POINT LYING ON AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, SAID POINT LIES ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH OF 474.14 FEET, A CHORD LENGTH OF 462.05 FEET AND A CHORD BEARING OF NORTH 67°23'06" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°53'07" EAST, 69.20 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 427.02 FEET, A CHORD LENGTH OF 416.13 FEET AND A CHORD BEARING OF NORTH 67°23'07" EAST TO THE POINT OF TANGENCY; THENCE NORTH 89°53'07" EAST, 462.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 211.081 ACRES MORE OR LESS.

(THIS IS NOT A SURVEY)

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION

Digitally signed
by David A
White
Date:
2023.07.10
13:33:02 -04'00'
SHEET 1 OF 4

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alofaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

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SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

CONTINUED ON FOLLOWING PAGE

**LEGAL DESCRIPTION
CROSSROADS KELLY PARK CDD**

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST. BEING NORTH 89°08'52" EAST
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 2 OF 4

PEC

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SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

CONTINUED ON FOLLOWING PAGE

O:\22-118 Kelly Park CDD\22-118 LEGAL.dwg Jul 10, 2023 -- 1:30pm

SCALE
1" = 600'

NOT PLATTED

2239.19'
W. LINE, E. 1/2, NW. 1/4, SECTION 11-20-27

000°07'41"W

SW. CORNER, E. 1/2, NW. 1/4, SECTION 11-20-27

S. LINE, NW. 1/4, SECTION 11-20-27

589°30'17"W 1330.44'

SE. CORNER NW. 1/4, SECTION 11-20-27

000°17'05"W 1863.70'

NOT PLATTED

ONDICH ROAD

P.O.C.

N. 1/4 CORNER, SECTION 11-20-27

589°08'52"W 1328.91'

SOUTHERLY R/W LINE

NW. COR., E. 1/2, NE. 1/4, SECTION 11-20-27

1960.23'
W. LINE, E. 1/2, NE. 1/4, SECTION 11-20-27

NOT PLATTED

500°22'34"E

NW. COR., SW. 1/4, SE. 1/4, NE. 1/4, SECTION 11-20-27

N. LINE, SW. 1/4, SE. 1/4, NE. 1/4, SECTION 11-20-27

500°24'56"E 742.90'

664.56'
500°28'01"E

500°27'50"E 339.33'

19' 27'E

589°15'33"W

380.87'

C-1, C-2, C-3, L-1, L-2, L-3, L-4

SEE SHEET 4 OF 4

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 3 OF 4

O: |22-118 Kelly Park CDD|22-118 LEGAL.dwg Jul 10, 2023 - 1:31pm

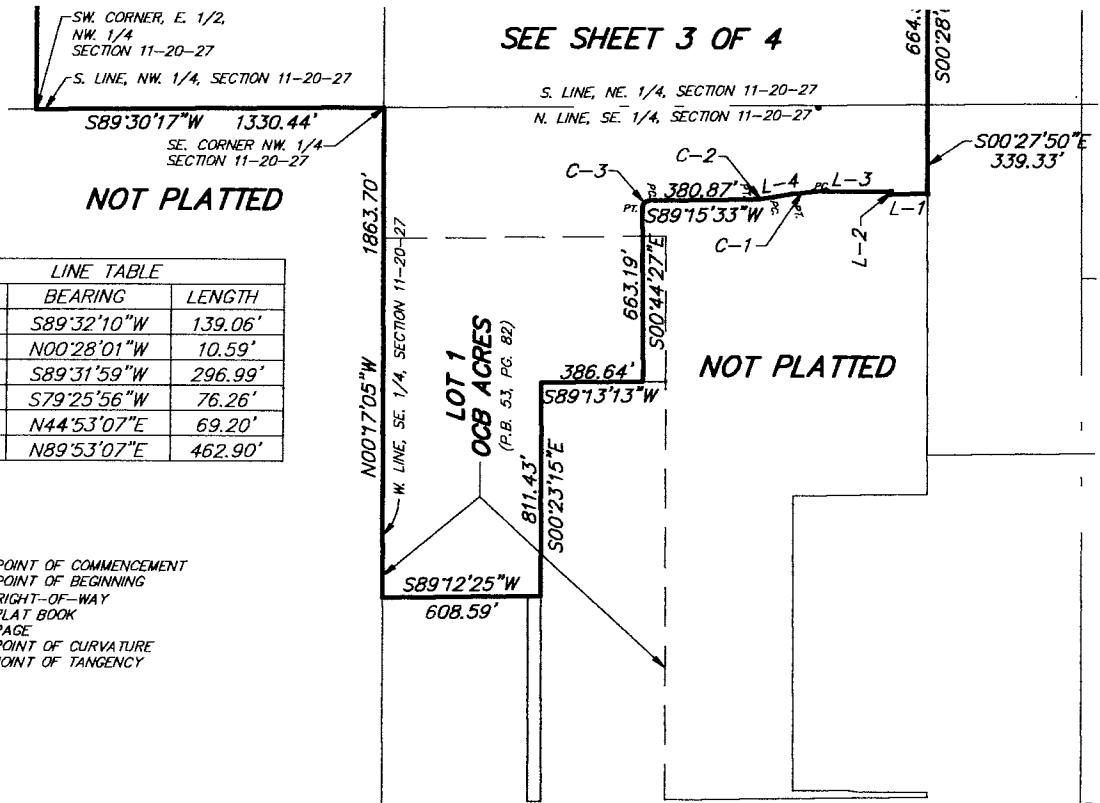
Page 128 of 165

LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD



SCALE
1" = 600'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CH. BEARING
C-1	470.50'	10°06'03"	82.95'	82.84'	S84°28'58"W
C-2	529.50'	9°49'36"	90.81'	90.70'	S84°20'44"W
C-3	25.00'	90°00'00"	39.27'	35.36'	S44°15'33"W
C-4	603.70'	44°59'58"	474.14'	462.05'	N67°23'06"E
C-5	543.70'	45°00'00"	427.02'	416.13'	N67°23'07"E



LINE TABLE		
LINE	BEARING	LENGTH
L-1	S89°32'10"W	139.06'
L-2	N00°28'01"W	10.59'
L-3	S89°31'59"W	296.99'
L-4	S79°25'56"W	76.26'
L-5	N44°53'07"E	69.20'
L-6	N89°53'07"E	462.90'

LEGEND

P.O.C.....POINT OF COMMENCEMENT
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
PG.....PAGE
PC.....POINT OF CURVATURE
PT.....POINT OF TANGENCY

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 4 OF 4

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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SECTION II, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

O:\22-118 Kelly Park CDD\22-118 LEGAL.dwg Jul 10, 2023 - 1:31pm

**CONSENT AND JOINDER OF LANDOWNER FOR THE
AMENDMENT OF THE BOUNDARIES OF THE
KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
[CONTRACTION PARCEL]**

The undersigned are the owners of a portion of certain lands which are more fully described as the "Contraction Parcels" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges, to the extent of the undersigned's respective interests in the Property, if any, that the Board of Supervisors of the Kelly Park Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owners of lands that are intended to constitute lands to be removed from the District, the undersigned understand and acknowledge that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be removed from the District.

The undersigned hereby request and consent to removal of the Property from the District and agree to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledge that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agree that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represent and warrant that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 3rd day of August, 2023.

WITNESS

**PRM APOPKA/KELLY PARK OWNER LLC, a
Delaware limited liability company**

By: [Signature]
Name: Christian Jensen

BY: Panther Residential Investments LLC, a
Massachusetts limited liability company,
its Manager

By: [Signature]
Name: Ashley Stiles

By: [Signature]
Print Name: Louis F. Karger
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 3rd day of August, 2023, by Louis F. Karger, as Manager
of Panther Residential Investments LLC, a Massachusetts limited liability company, as Manager
of PRM Apopka/Kelly Park Owner LLC, a Delaware limited liability company, on behalf of the
company. He ☒ is personally known to me or ☐ produced
_____ as identification.

[NOTARIAL SEAL]

[Signature]
Notary Public, Commonwealth of Massachusetts
Print or Stamp Name: Ellen E Carpenter
My Commission Expires: 7/13/2029



Ellen E. Carpenter
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
7/13/2029

Attachments:

EXHIBIT A: Legal Description

EXHIBIT A:
Legal Description

ORIGINAL BOUNDARIES OF THE KELLY PARK CDD

That part of Section 11, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 11, Township 20 South, Range 27 East, Orange County, Florida; thence run North 89°30'00" East along the South line of said Northwest 1/4 of Section 11, a distance of 1330.40 feet to the Southwest corner of the Southeast 1/4 of said Northwest 1/4 for the POINT OF BEGINNING; thence North 00°07'37" West along the West line of the East 1/2 of said Northwest 1/4, a distance of 2240.16 feet to the South right of way line of Ondich Road as described in Deed Book 948, Page 314, Public Records of Orange County, Florida, said point also being on a non-tangent curve concave Northerly having a radius of 603.70 feet, a chord bearing of North 67°23'18" East, a chord length of 462.04 feet; thence run along said South right of way line and the arc of said curve through a central angle of 44°59'57" an arc length of 474.14 feet to a point of tangency; thence continue along said South right of way line North 44°53'19" East, 69.23 feet to the beginning of a tangent curve concave Southerly having a radius of 543.70 feet, a chord bearing of North 67°23'19" East, a chord length of 416.13 feet; thence run along the arc of said curve through a central angle of 45°00'00" an arc length of 427.02 feet to a point lying 30.00 feet South of the North line of said Northwest 1/4 of Section 11; thence North 89°53'15" East parallel with and 30.00 feet South of said Northwest 1/4, a distance of 462.83 feet to the West line of the Northeast 1/4 of said Section 11; thence continue along the South right of way line of Ondich Road North 89°08'46" East parallel with and 30.00 feet south of said Northeast 1/4, 1328.87 feet to the East line of the West 1/2 of said Northeast 1/4; thence South 00°22'32" East along said East line, 1960.50 feet to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence North 89°24'58" East along the South line of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 11, a distance of 742.86 feet to a point 589.09 feet West of the Southeast corner of said North 1/2 of the Southeast 1/4 of the Northeast 1/4; thence South 00°27'59" East parallel with the East line of the Northeast 1/4 of said Section 11, a distance of 664.66 feet to the South line of the Northeast 1/4 of said Section 11; thence South 00°27'57" East parallel with the East line of the Southeast 1/4 of said Section 11, a distance of 335.81 feet; thence South 89°37'22" West, 136.57 feet; thence North 00°22'38" West, 12.60 feet; thence South 89°37'22" West, 271.43 feet to the beginning of a tangent curve concave Southerly a radius of 471.50 feet, a chord bearing of South 88°02'43" West, a chord length of 25.96 feet; thence run along the arc of said curve through a central angle of 03°09'17", an arc length of 25.96 feet; thence South 44°37'22" West, 109.74 feet; thence South 00°22'38" East, 90.79 feet to the North line of the South 2174.38 feet of Southeast 1/4 of said Section 11; thence South 00°21'14" East, 993.41 feet to the South line of the North 993.38 feet of the South 2174.38 feet of Southeast 1/4 of said Section 11; thence South 89°12'15" West along said South line, 80.00 feet to a point lying 1182.82 feet West of the East line of the Southeast 1/4 of said Section 11; thence North 00°27'57" West parallel with and 1182.82 feet West of the said East line of the Southeast 1/4, a distance of 993.40 feet to the North line of the South 2174.38 feet of Southeast 1/4 of said Section 11; thence North 89°12'15" East along said North line, 11.94 feet; thence North 00°22'38" West, 69.89 feet; thence

CONTINUED ON FOLLOWING PAGE

North 45°22'38" West, 93.99 feet to the beginning of a non-tangent curve concave Northerly a radius of 528.50 feet, a chord bearing of South 87°00'22" West, a chord length of 41.32 feet; thence run along the arc of said curve through a central angel of 04°28'49", an arc length of 41.33 feet to a point of tangency; thence South 89°14'46" West, 377.38 feet to the beginning of a tangent curve concave Southeasterly a radius of 25.00 feet, a chord bearing of South 44°14'46" West, a chord length of 35.36 feet; thence run along the arc of said curve through a central angel of 90°00'00", an arc length of 39.27 feet to a point of tangency; thence South 00°45'14" East, 110.14 feet to the North line of Lot 1, OCB ACRES, as recorded in Plat Book 58, Page 38, Public Records of Orange County, Florida; thence South 89°15'34" West along said North line, 987.49 feet to the Northwest corner of said Lot 1; thence North 00°17'03" West, 496.88 feet to a 4"x4" concrete monument being the monumented Southeast corner of Northwest 1/4 of said Section 11; thence South 89°32'00" West along the South line of said Northwest 1/4, a distance of 1330.41 feet to the POINT OF BEGINNING.

Containing 189.339 acres, more or less.

CONTINUED ON FOLLOWING PAGE

LEGAL DESCRIPTION

(THIS IS NOT A SURVEY)

TOGETHER WITH:

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°17'05" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF KELLY PARK ROAD (60' WIDE COUNTY RIGHT-OF-WAY); THENCE RUN NORTH 89°12'25" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 560.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH 00°23'15" WEST, 780.35 FEET; THENCE RUN SOUTH 89°12'25" WEST, 558.59 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1365.46 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'33" EAST, 930.37 FEET; THENCE RUN SOUTH 00°44'27" EAST, 553.23 FEET; THENCE RUN SOUTH 89°13'13" WEST, 327.64 FEET; THENCE RUN SOUTH 00°23'15" EAST, 1591.78 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF KELLY PARK ROAD; THENCE SOUTH 89°12'25" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND, LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 24.070 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING NORTH 00°17'05" WEST.
- (4) THE LEGAL DESCRIPTION, HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.



Digitally signed
by David A
White

Date:
2022.02.09
15:43:52 -05'00'

SHEET 1 OF 2

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST

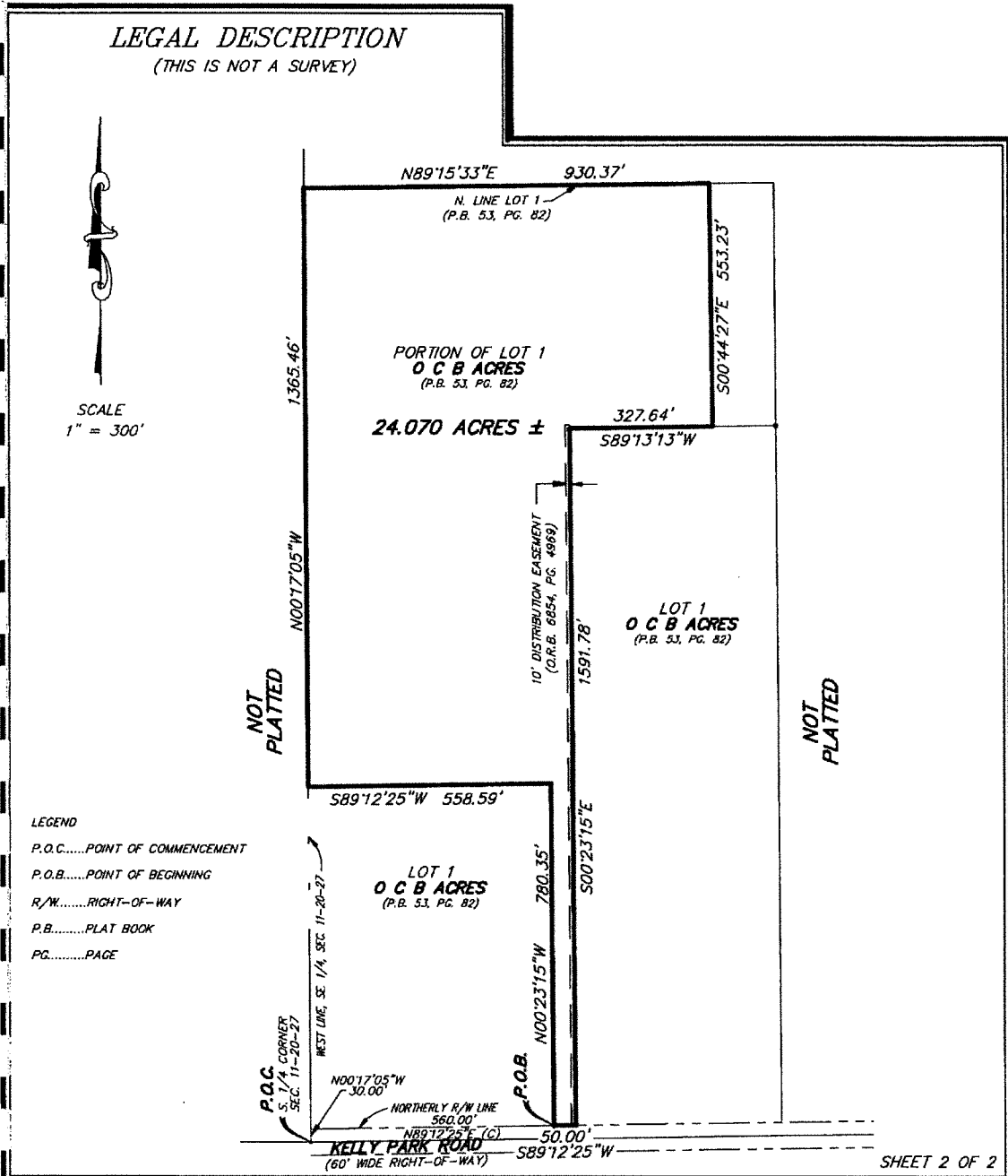
DATE: FEBRUARY 8, 2022

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-019

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PEC

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SECTION II, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: FEBRUARY 8, 2022

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-019

CONTINUED ON FOLLOWING PAGE

LESS AND EXCEPT THE AMENDED BOUNDARIES OF THE KELLY PARK CDD:

**LEGAL DESCRIPTION
CROSSROADS KELLY PARK CDD**

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF LOT 1, OCB AGRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO A PORTION OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1328.91 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1960.23 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°28'01" EAST, 664.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, 339.32 FEET; THENCE RUN SOUTH 89°31'59" WEST, 139.06 FEET; THENCE RUN NORTH 00°28'01" WEST, 10.59 FEET; THENCE RUN SOUTH 89°31'59" WEST, 296.99 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 10°06'03", AN ARC LENGTH OF 82.95 FEET, A CHORD LENGTH OF 82.84 FEET AND A CHORD BEARING OF SOUTH 84°28'58" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 79°25'56" WEST, 76.26 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 529.50 FEET, A CENTRAL ANGLE OF 09°49'36", AN ARC LENGTH OF 90.81 FEET, A CHORD LENGTH OF 90.70 FEET AND A CHORD BEARING OF SOUTH 84°20'44" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°15'33" WEST, 380.87 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°15'33" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°44'27" EAST, 663.19 FEET; THENCE SOUTH 89°13'13" WEST, 386.64 FEET; THENCE SOUTH 00°23'15" EAST, 811.43 FEET; THENCE SOUTH 89°12'25" WEST, 608.59 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 00°17'05" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1863.70 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 00°07'41" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2239.19 FEET TO A POINT LYING ON AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, SAID POINT LIES ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH OF 474.14 FEET, A CHORD LENGTH OF 462.05 FEET AND A CHORD BEARING OF NORTH 67°23'06" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°53'07" EAST, 69.20 FEET TO THE POINT OF CURVATURE OF CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 427.02 FEET, A CHORD LENGTH OF 416.13 FEET AND A CHORD BEARING OF NORTH 67°23'07" EAST TO THE POINT OF TANGENCY; THENCE NORTH 89°53'07" EAST, 462.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 211.081 ACRES MORE OR LESS.

(THIS IS NOT A SURVEY)

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION



Digitally signed
by David A
White
Date:
2023.07.10
13:33:02 -04'00'
SHEET 1 OF 4

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

CONTINUED ON FOLLOWING PAGE

**LEGAL DESCRIPTION
CROSSROADS KELLY PARK CDD**

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST. BEING NORTH 89°08'52" EAST
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- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 2 OF 4

PEC

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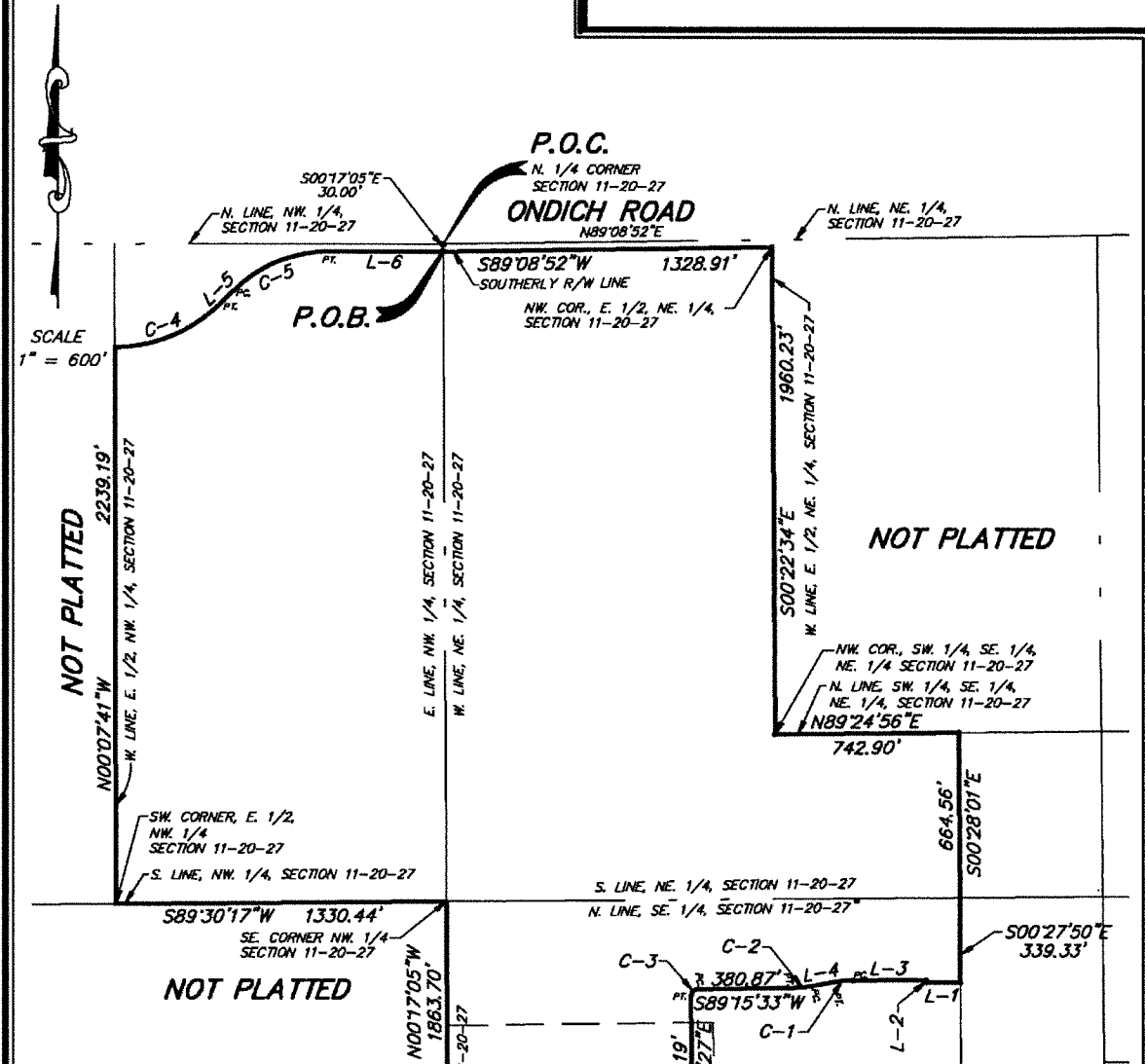
DRAWN BY: J.L.M.

JOB #: 22-118

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LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD



SEE SHEET 4 OF 4

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 3 OF 4

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SECTION II, TOWNSHIP 20 SOUTH, RANGE 27 EAST

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DRAWN BY: J.L.M.

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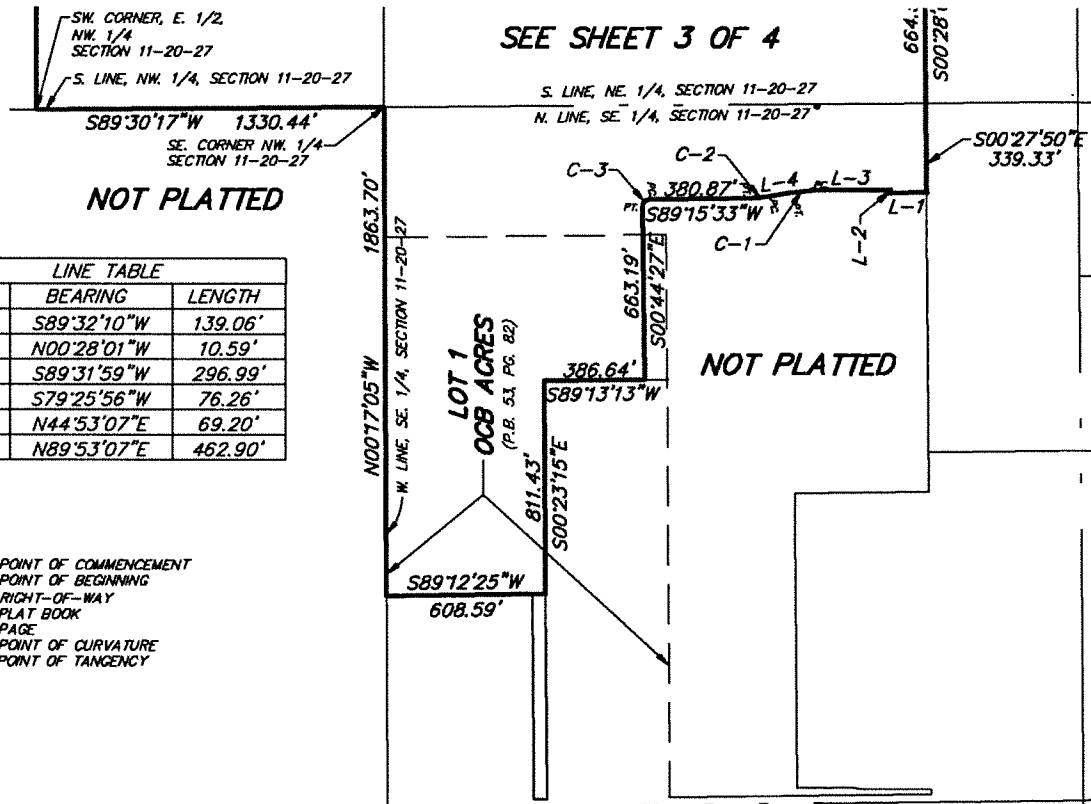
CONTINUED ON FOLLOWING PAGE

LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CH. BEARING
C-1	470.50'	10°06'03"	82.95'	82.84'	S84°28'58"W
C-2	529.50'	9°49'36"	90.81'	90.70'	S84°20'44"W
C-3	25.00'	90°00'00"	39.27'	35.36'	S44°15'33"W
C-4	603.70'	44°59'58"	474.14'	462.05'	N67°23'06"E
C-5	543.70'	45°00'00"	427.02'	416.13'	N67°23'07"E

SCALE
1" = 600'



NOT PLATTED

NOT PLATTED

KELLY PARK

LINE TABLE		
LINE	BEARING	LENGTH
L-1	S89°32'10"W	139.06'
L-2	N00°28'01"W	10.59'
L-3	S89°31'59"W	296.99'
L-4	S79°25'56"W	76.26'
L-5	N44°53'07"E	69.20'
L-6	N89°53'07"E	462.90'

LEGEND

P.O.C.....POINT OF COMMENCEMENT
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
PG.....PAGE
PC.....POINT OF CURVATURE
PT.....POINT OF TANGENCY

(THIS IS NOT A SURVEY)

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SHEET 4 OF 4

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C:\22-118 Kelly Park CDD\22-118 LEGAL.dwg Jul 10, 2023 - 1:31pm

EXHIBIT 5

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kelly Park Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"), and City of Apopka Ordinance 2924 ("**Ordinance**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 213.409 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries, as described in the attached **Exhibit A**, resulting in an amended boundary ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal,

engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT:

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with the City of Apopka, Florida, as necessary to seek the amendment of the District's boundaries and to remove those lands depicted in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City of Apopka, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

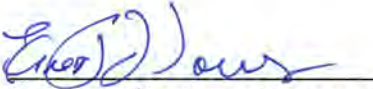
4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 23rd day of May, 2023.

ATTEST:

**KELLY PARK COMMUNITY DEVELOPMENT
DISTRICT**



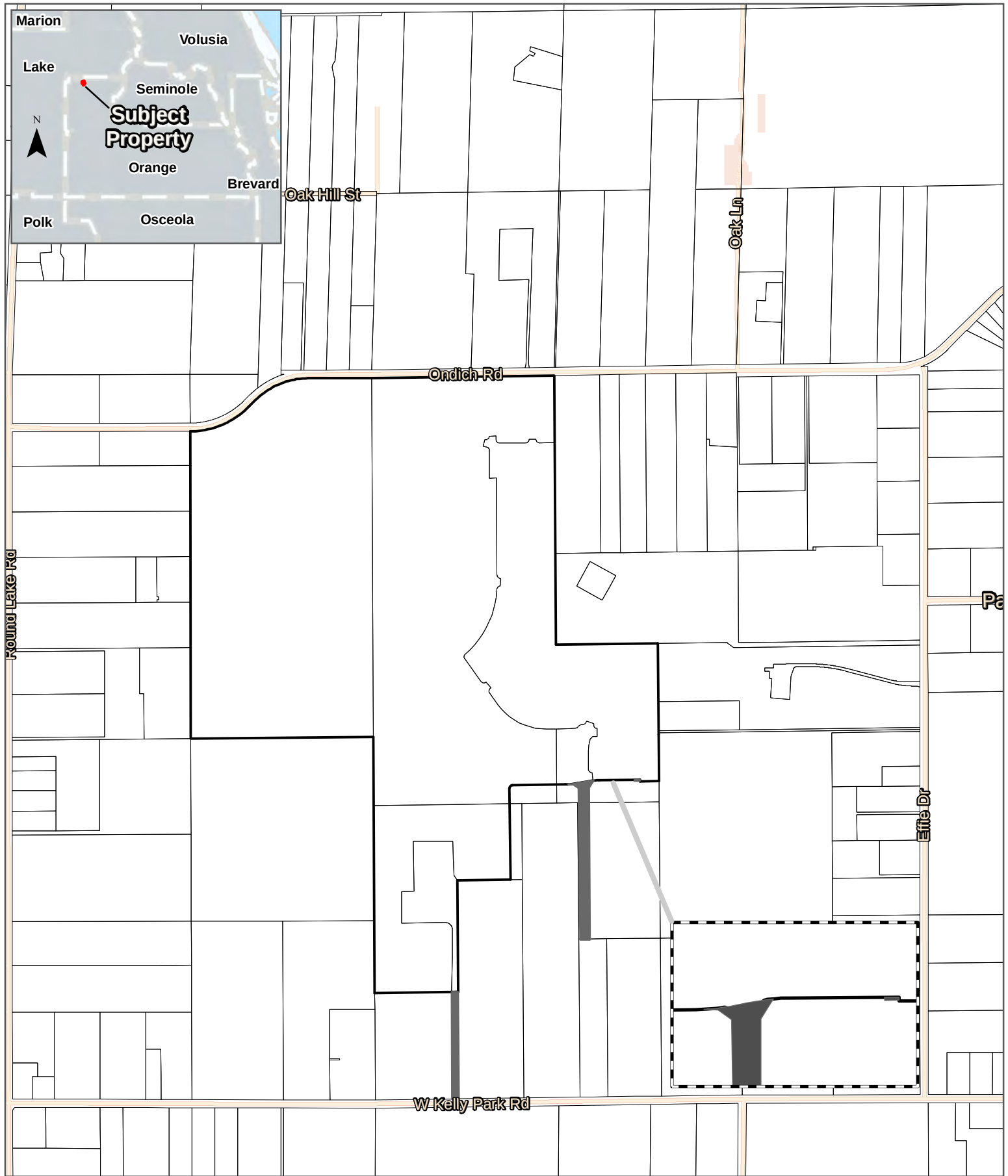
Secretary/Assistant Secretary



Chair/Vice-Chair, Board of Supervisors

Exhibit A: Legal Description of Boundary Amendment Parcel

Exhibit A:
Legal Description of Boundary Amendment



Map Source: Esri, Orange County

-  Proposed Subject Property
-  Contraction Parcel Property
-  Parcels
-  Inset

Location Map

Kelly Park Property

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594



www.poulosandbennett.com
Certificate of Authorization No. 28567



LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO A PORTION OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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(THIS IS NOT A SURVEY)

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTION



Digitally signed
by David A
White
Date:
2023.07.10
13:33:02 -04'00'
SHEET 1 OF 4

PEC

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WWW.PECONLINE.COM

SECTION II, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

*LEGAL DESCRIPTION
CROSSROADS KELLY PARK CDD*

SURVEYOR'S NOTES:

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SHEET 2 OF 4

PEC

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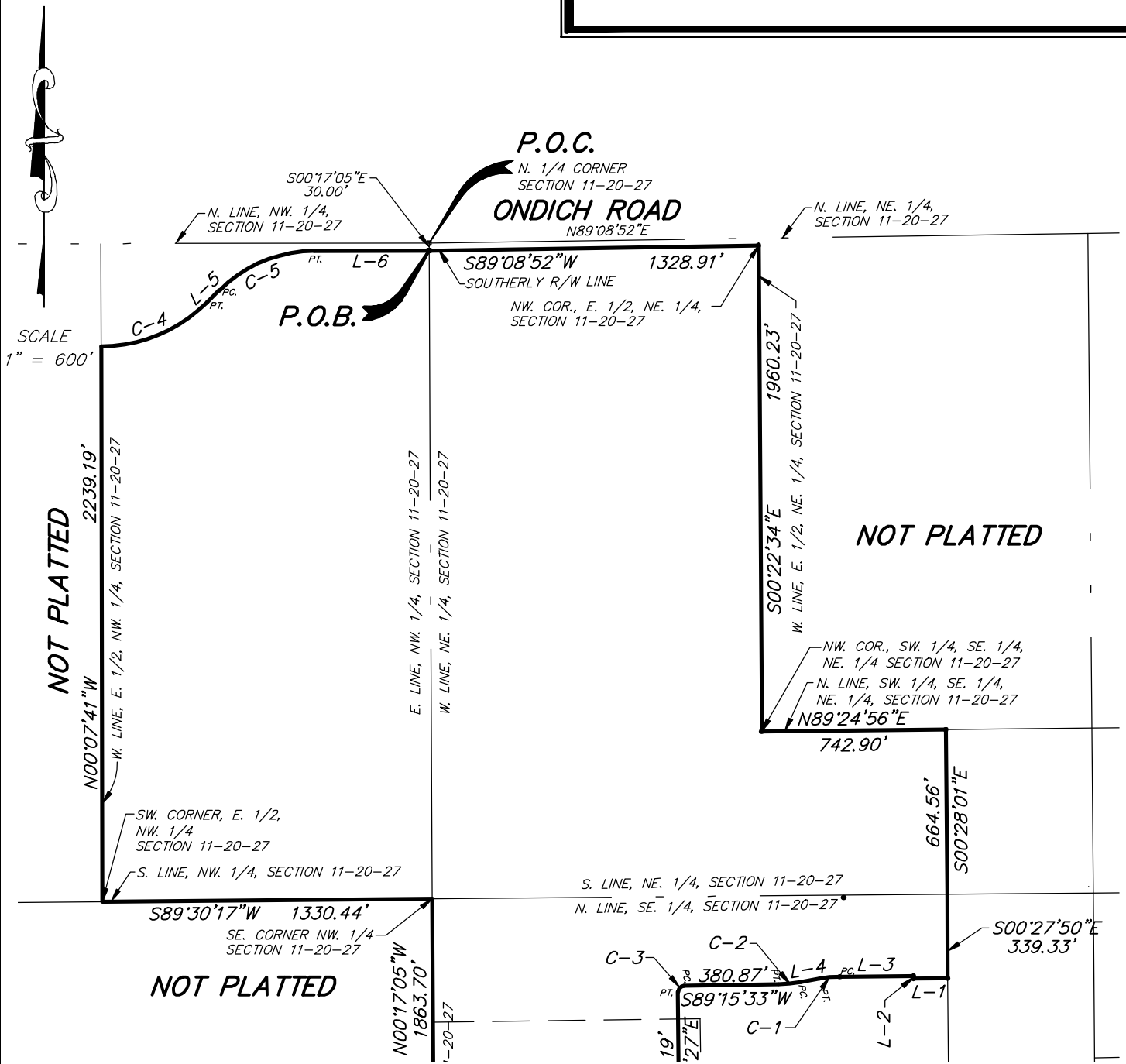
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LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD



SEE SHEET 4 OF 4

(THIS IS NOT A SURVEY)
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SHEET 3 OF 4

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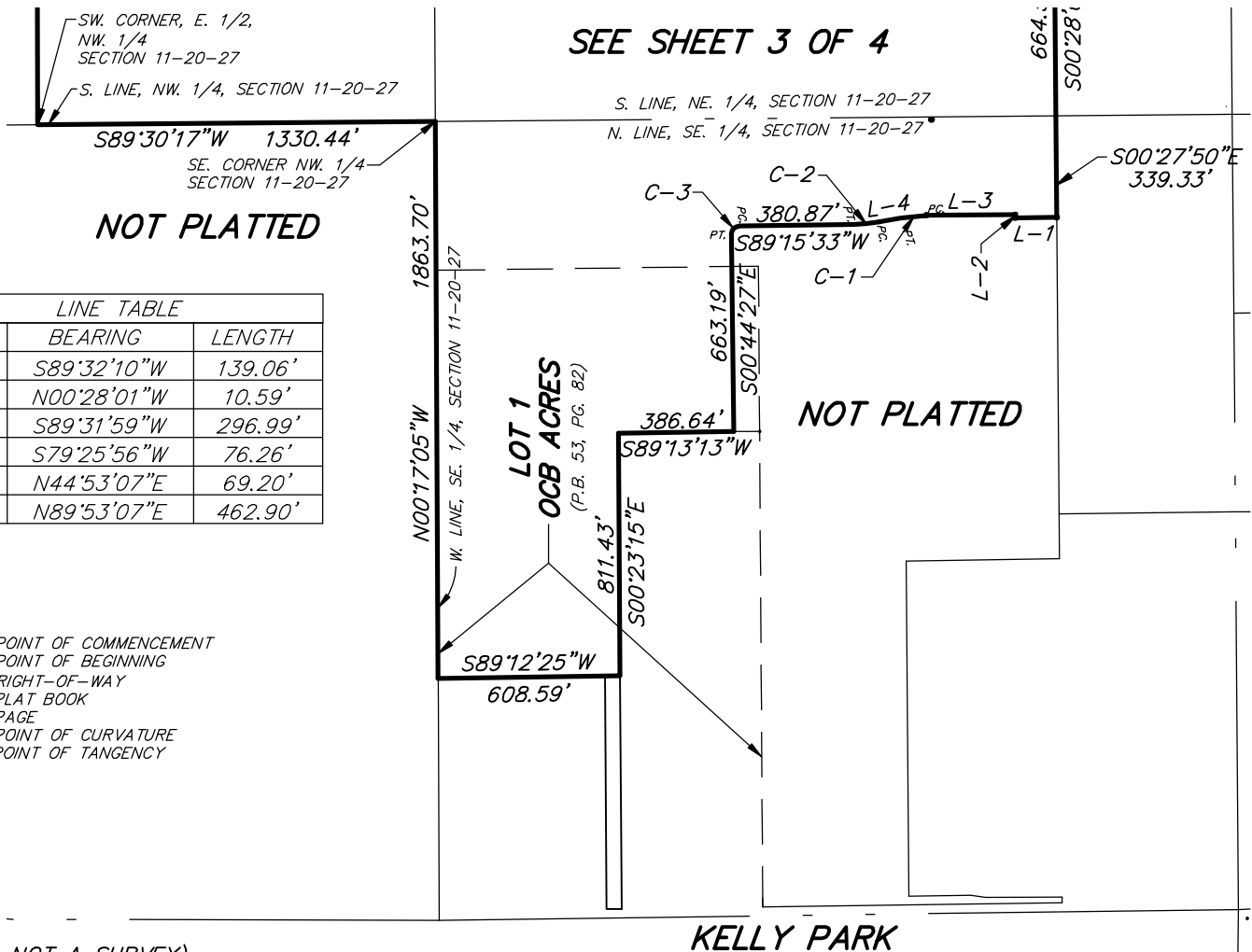
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LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD



CURVE TABLE					
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PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION II, TOWNSHIP 20 SOUTH, RANGE 27 EAST

DATE: JULY 10, 2023

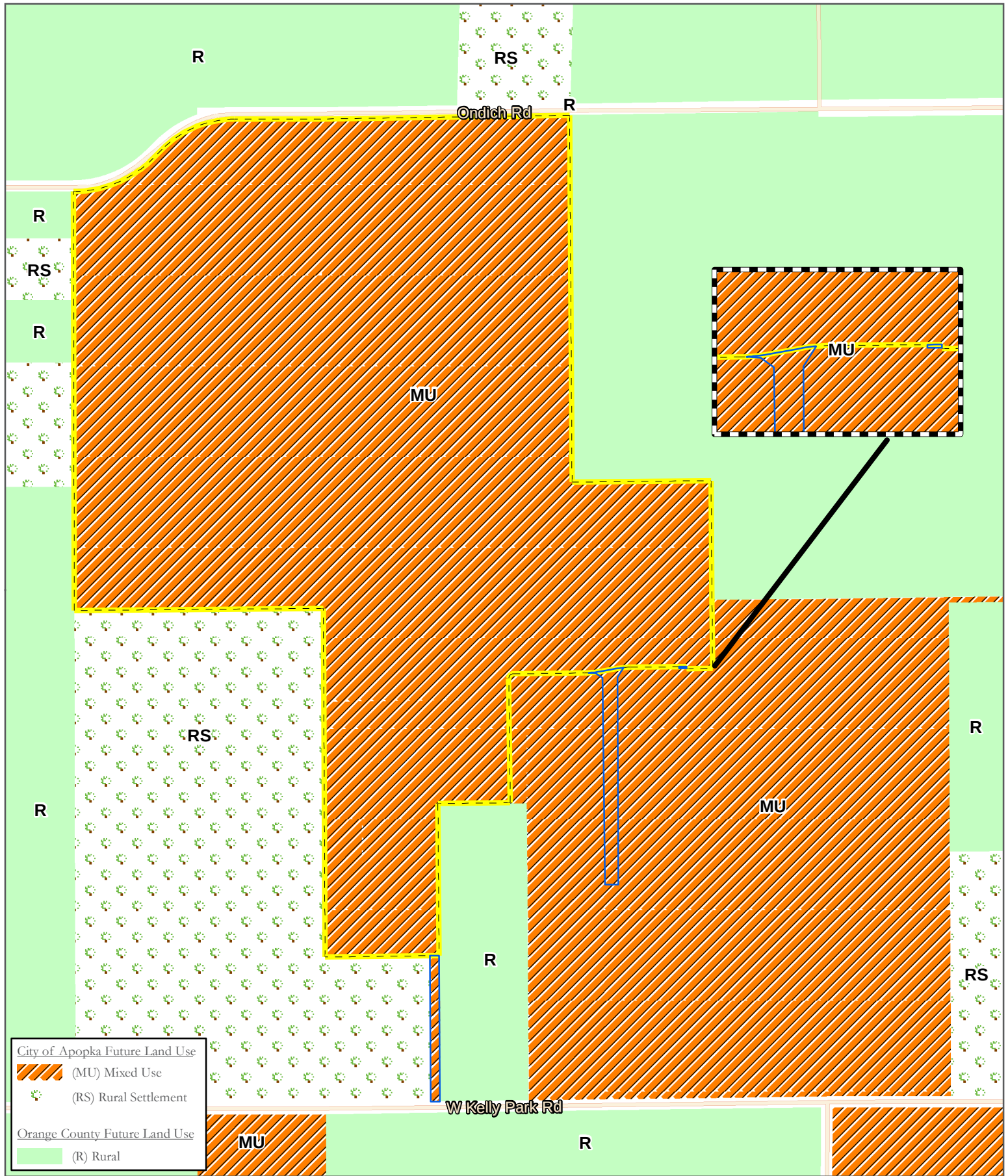
PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

O:\22-118 Kelly Park CDD\22-118 LEGAL.dwg Jul 10, 2023 - 1:31pm

EXHIBIT 6



Map Source: Esri, Orange County, City of Apopka, FL

- Proposed Subject Property
- Contraction Parcel Property
- Inset

Future Land Use Map

Kelly Park Property

POULOS & BENNETT

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

www.poulosandbennett.com
Certificate of Authorization No. 28567

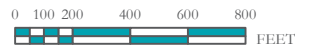


EXHIBIT 7

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Proposed Facilities & Estimated Costs

Infrastructure Costs	Total Cost	Construction Entity	Final Owner	Maintenance Entity
Offsite Utility Extensions (Potable Water, Reclaim Water and Forcemain) extension from Golden Gem	\$275,000.00	CDD	City	City
Master Earthwork related to roads/public improvements	\$1,305,000.00	CDD	CDD/City	CDD/City
Intersection Improvements				
Kelly Park Rd Signal	\$500,000.00	CDD	City	City
Kelly Park Rd turn lanes	\$250,000.00	CDD	City	City
Onich Rd turn lanes	\$250,000.00	CDD	City/County	City/County
6' Wall Along Ondich Road	\$207,750.00	CDD/Developer	CDD/HOA	CDD/HOA
Enhanced Landscaping Along Ondich Road	\$207,750.00	CDD/Developer	CDD/HOA	CDD/HOA
Enhanced Landscaping (Spine Rd)	\$675,000.00	CDD/Developer	CDD/HOA	CDD/HOA
Onsite Lift Station	\$400,000.00	CDD	City	City
Entry Monuments	\$500,000.00	CDD/Developer	CDD/HOA	CDD/HOA
Main Amenity*	\$2,000,000.00	CDD/Developer	CDD/HOA	CDD/HOA
Parks	\$450,846.40	CDD/Developer	CDD/HOA	CDD/HOA
Onsite Roads (Spine Road and Neighborhood Roads)	\$15,679,450.00	CDD	CDD/City	CDD/City
Onsite Utilities	\$7,951,477.50	CDD	CDD/City	CDD/City
Soft Costs	\$3,065,227.39			
Contingency (15%)	\$5,057,625.19			
Master Infrastructure Costs	\$38,775,126.48			

- 1 This Order of Magnitude Cost Opinion has been put together using the Kelly Park master plan dated December 2021
- 2 Cost to include contractor mobilization, layout, survey, asbuilts and associated costs with starting, progressing and finalizing the project. Nominal wetland mitigation costs are included. No remediation costs are included. No bridges are anticipated or included.
- 3 *Development costs to include Storm Water Collection System, Ponds, Road Construction (Sub-base, Base & Asphalt) and Multi-Use Paths / Sidewalks, gravity sewer, potable water and reclaimed water
- 4 Cost opinion based on pricing from projects of similar size and configuration.
- 5 The Spine Road has been priced using a 70' ROW (10' Multi Purpose Path / 7' Green Space / 2' Curb / 7.5' Parallel Parking / 22' Travel Lanes / 2' Curb / 14.5' Green Space / 5' Sidewalk)
- 6 No retaining walls or stems walls have been added to this cost opinion. It is assumed stem walls and retaining walls will be needed, Engineering will need to be completed to determine this scope of work and extents.
- 7 This Cost Opinion does not include any relocation or mitigation of any species
- 8 This Cost Opinion does not include any impacts fees or similar
- 9 Any item not specifically labeled has been excluded, please contact Poulos & Bennett for any further clarifications and / or exclusions
- 10 The Onsite Roads cost includes pavement, curbs, sidewalks, curb inlets and drainage pipes. It does not include utility lines.
- 11 Onsite Utilities includes: potable water, reclaimed water and sanitary sewer.
- 12 Landscaping Budget includes Irrigation.

EXHIBIT 8

Kelly Park

COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

July 18, 2023



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to amend the boundaries of the Kelly Park Community Development District ("District"). The District was established by Ordinance No. 2924, passed by the City Council of the City of Apopka, Florida on May 18, 2022. The current size of the District is approximately 213.409 +/- acres and the District is located entirely within the City of Apopka, Florida (the "City"). The petition to amend the boundaries of the District seeks to subtract approximately 2.328 +/- acres located in the City from the District ("Amendment Area"). After the amendment, the District will be projected to contain approximately 211.081 +/- acres and is planned to be developed with a total of 675 residential dwelling units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Kelly Park Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 675 residential dwelling units following the amendment of the District's boundaries.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Kelly Park.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Apopka, according to Census 2020, has a population of 54,873; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
- 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
- 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1**

million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance amending the boundaries of the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District on the Amended Area will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The sole reason for the amending of the District's boundaries is to provide public facilities and services to support the development of a new, master planned residential development. The development of the smaller, approximately 211.081 +/- acres, parcel will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation to a degree likely similar to that of a slightly larger, pre-amendment, approximately 213.409 +/- acre, parcel contained within the existing District boundaries.

Amending the boundaries of the District will allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the amended and smaller District, various public facilities and services for a smaller-sized development. Such facilities and services, as further described in Section 5, will allow for the development of the land within the amended District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the amended and smaller District. The private developer of the land in the amended and smaller District will use its private funds to conduct the private land development and construction of an anticipated approximately 675 residential dwelling units the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved without amending the District's boundaries by the private sector alone, the fact that the amendment of the District's boundaries is initiated by the private developer means that the private developer considers the amendment of the District's boundaries and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the amended and smaller District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets,

productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the amending of the boundaries of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the amended District boundaries in the development. When the question is phrased in this manner, it can be surmised that the amendment of the District's boundaries is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the amended and smaller District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the amendment of the District's boundaries for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was a slightly larger District. The amended and smaller District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The amendment of the District's boundaries will not increase any regulatory costs of the State or the City by virtue that the District has already been established and amending its size does not change the regulatory requirements that the District will be subject to after the initial review of the petition to amend its boundaries by the City and approval of such petition by the City. As described in more detail in Section 4, the District will pay a one-time filing fee to the City to offset any expenses that the City may incur in the processing of this petition to amend the District's boundaries.

The amending of the District's boundaries will, however, directly increase regulatory costs to the landowners within the Amendment Area. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the Amendment Area. However, as property ownership in the District is completely voluntary, all current property owners within the Amendment Area must consent to the amendment of the District's boundaries and the likelihood of additional transaction costs, and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated to not exceed \$5,000,000.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The proposed amended District will serve land that comprises an approximately 211.081 +/- acre master planned residential development currently anticipated to contain a total of approximately 675 residential

dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 2,363 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City and certain state agencies will not be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance amending the District's boundaries on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the amendment of the boundaries of an existing independent local special purpose government, there will be no additional enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

Amending the boundaries of an already existing independent local special purpose government will result in no costs to any State governmental entities to implement and enforce the proposed amended and enlarged District.

City of Apopka, Florida

The proposed land for the District is located within City of Apopka, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Please note that there is no additional facilities infrastructure resulted from the proposed contraction. Therefore, the proposed facilities and services and the estimated costs of construction in the entire CDD after contraction will remain the same as the original CDD.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Apopka has a population of 54,873 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the Kelly Park Community Development District with amended boundaries is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent Special District for the Amendment Area or establish an MSBU or MSTU.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to Kelly Park. First, an existing District that was established specifically to serve as the Kelly Park development. It would be inefficient to have the existing Kelly Park development provided with improvements and services by a dependent Special District, MSBU or MSTU.

Second, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Kelly Park development is a significant and expensive undertaking.

Third, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, MSBU or MSTU for the Amendment Area, then some of the residents and landowners of the Kelly Park development would take their grievances and desires to the City Council meetings, and some others to the CDD Board, leading to confusion as to the which party is responsible for what area.

Fourth, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services for that portion of the Kelly Park development that would not be within the CDD. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital markets. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability. Finally, it would be inefficient to have the Kelly Park development to change from getting the improvements and services by a CDD to a POA.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to amend the boundaries of the Kelly Park Community Development District.

EXHIBIT 9

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock, LLP, to act as agent for Petitioner, Kelly Park Community Development District, with regard to any and all matters pertaining to the Petition to the City Council of the City of Apopka, Florida, to Amend the Boundaries of the Kelly Park Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

WITNESSES:

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Marlee Timmes
Name: Marlee Timmes

Seth Bennett
By: Seth Bennett
Chairman, Board of Supervisors

Crystal Garcia
Name: Crystal Garcia

Date: 6/8/23

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 8th day of June, 2023, by Seth Bennett, as Chairman of Board of Supervisors, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Cheryl Burch
NOTARY PUBLIC, STATE OF FLORIDA

Name: Cheryl Burch
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)