



APOPKA CITY COUNCIL AGENDA

December 6, 2023 1:30 PM

Apopka City Hall Council Chambers

APOPKA CITY COUNCIL MEETING WILL BE LIVE-STREAMED ON YOUTUBE. TO WATCH, PLEASE VISIT:

<https://www.youtube.com/CityofApopkaFL>

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF MINUTES

1. Approval of City Council Meeting Minutes of November 15, 2023.

AGENDA REVIEW

PROCLAMATION

1. Mayor's Proclamation - City General Election 2024

PRESENTATION

1. The Amazing Shake Competition
Presented by: Bryan Nelson, Mayor

PUBLIC COMMENT PERIOD

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

CONSENT (Action Item)

1. Authorize Donation to the Keri Anne DeMott Foundation, Inc.
2. Donation to Harbor House of Central Florida
3. Authorize Additional Tennis Court Rental Agreement with Tennis Galaxy
4. Authorize the execution of piggyback contracts for the assigned terms: Traffic Control Devices LLC, Danus Utilities Inc, Danus, Cellco Partnership d/b/a Verizon Wireless, BSN Sports LLC, T-Mobile USA, CentralSquare Technologies LLC, RMS Constructors Group LLC, Prison Rehabilitative Industries & Diversified Enterprises Inc d/b/a PRIDE Enterprises, Hellas Construction Inc., Nevco Sports, LLC, Truecolor Graphics/Fast Signs

BUSINESS (Action Item)

1. Laurel Oaks – Plat
 Owner(s): KB Home Orlando, LLC
 Applicant(s): Kimley-Horn and Associates, Inc. c/o Brian Ashby P.E.
 Location: North of Joey McGuckin Road, east of SR 429 and west of Plymouth Sorrento Road
 Project: 121 single family lots
 Density: 2.9 dwelling units per acre
 Project Manager: Jean Sanchez
 Presented by: Bobby Howell, Planning Manager
2. Residences at Emerson Park - Plat
 Owner(s): Park Square Enterprises, LLC
 Applicant(s): VHB c/o James Hoffman, P.E.
 Location: 1601 Alston Bay Boulevard
 Project: 103 townhome units
 Density: 7.23 dwelling units per acre
 Project Manager: Jean Sanchez
 Presented by: Bobby Howell, Planning Manager
3. Special Event Permit Application - Road Closure Request (Annual Apopka Christmas Parade)
 Special Event Road Closure Request
 Event: Apopka Christmas Parade
 Applicant(s): Foliage Sertoma Club of Apopka, Inc.
 Location: Park Ave between 3rd Street and Votaw Road
 Presented by: Radley Williams, Recreation Director

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. First Reading, Ordinance No. 3030 - Surplus Real Property Disposal Ordinance
 Presented by: Blanche Sherman, Finance Director, and Clifford Shephard
2. Ordinance Number 3032 - First Reading - Small-Scale Future Land Use Amendment – SNP Properties
 Owner(s): SNP Properties, LLC
 Applicant(s): Denny Shiver
 Location: Southeast corner of Plymouth Sorrento Road and Dowman Drive
 Project: 5 +/- acres
 Density: Five dwelling units per acre
 Project Manager: Jean Sanchez
 Presented by: Bobby Howell, Planning Manager
3. First Reading - Ordinance No. 3034, request for continuance to January 3, 2024
 Owner(s): M.L. Carter Services, Inc., Trustee of the Carter-Keene Road Land Trust
 Applicant(s): Bryan Potts, P.E.
 Location: 1700 W. Keene Road
 Project: 17000 W. Keene Road Small-Scale Future Land Use Amendment
 Density: N/A
 Project Manager: Bobby Howell, AICP
 Presented by: Bobby Howell, Planning Manager
4. First Reading - Ordinance No. 3035, request for continuance to January 3, 2024.
 Owner(s): M.L. Carter Services, Inc., Trustee of the Carter-Keene Road Land Trust
 Applicant(s): Bryan Potts, P.E.
 Location: 1700 W. Keene Road
 Project: 1700 W. Keene Road Rezoning
 Density: N/A
 Project Manager: Bobby Howell, AICP
 Presented by: Bobby Howell, Planning Manager
5. Ordinance Number 3038 - First Reading - PD (Planned Development) Rezoning, Master Plan and PD Agreement - Plymouth Sorrento Apartments
 Owner(s): Peggy G Charlton Living Trust 1/2 Int, Gary D Charlton Living Trust 1/2 Int, and Gary D Charlton Living Trust

Applicant(s): Appian Engineering, LLC c/o Luke Classon, P.E.
Location: 750 and 922 Plymouth Sorrento Road
Project: 242 multifamily units; 13.04 acres
Density: 18.56 dwelling units per acre
Project Manager: Jean Sanchez
Presented by: Bobby Howell, Planning Manager

6. First Reading - Ordinance No. 3041 - Establishment of the Golden Gem (Wyld Oaks) Community Development District
Petitioner(s): Double B Development, LLC
Location: South of Kelly Park Road, east of Golden Gem Road, west of SR 429, north of Park View Preserve
Project: Wyld Oaks
Project Manager: Bobby Howell, AICP
Presented by: Bobby Howell, Planning Manager
7. First Reading - Ordinance No. 3042 - Amendment to the Kelly Park Community Development District
Petitioner(s): Kelly Park Community Development District
Location: South of Ondich Road, west of Effie Drive, east of Round Lake Road and north of W. Kelly Park Road
Project: Kelly Park Community Development District
Project Manager: Bobby Howell, AICP
Presented by: Bobby Howell, Planning Manager
8. Resolution No. 2023-04 Extending the West Kelly Park Street Lighting District to include the Crossroads at Kelly Park and Wyld Oaks Development.
Accept the reading and adoption of resolution 2023-04.
Presented by: Charles Vavrek, Special Assessments
9. Resolution No. 2023-33 Renaming and Extending the Magnolia Terrace Street Lighting District to include the Bronson Ridge Development.
Accept the reading and adoption of Resolution No. 2023-33.
Presented by: Charles Vavrek, Special Assessments
10. Resolution No. 2023-34 Extending the East Kelly Park Street Lighting District to include the Wingspan Development.
Accept the reading and adoption of resolution 2023-34.
Presented by: Charles Vavrek, Special Assessments
11. Resolution Number 2023-37, Extension of the Apopka CRA and Interlocal Agreement with Orange County for the CRA

Presented by: James Hitt, Community Development Director
12. Resolution No. 2023-40 - Amending Ordinance No. 873; Amending and Restating the Investment/Portfolio Policy of the City of Apopka

Presented by: Blanche Sherman, Finance Director

CITY COUNCIL REPORTS

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

MAYOR'S REPORT

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.

CITY OF APOPKA MINUTES

Minutes of the City Council Meeting held on November 15, 2023 at 7:00 PM, in the City of Apopka Council Chambers.

Present:

- Mayor Bryan Nelson
- Commissioner Kyle Becker
- Commissioner Nick Nesta
- Commissioner Alexander Smith
- Commissioner Diane Velazquez
- Interim-City Administrator, Charles Vavrek
- Attorney Cliff Shepard

CALL TO ORDER

Attorney Cliff Shepard stated that he and council just left a Shade Meeting regarding a piece of litigation, Southwick vs. Apopka. Based on the discussion and information gathered, based on a potential settlement and/or strategy decision related to litigation expenditures, which is the narrow exception we were under, now would be the time to provide official direction to the lawyers handling that case. It could be a motion or just a consensus. There are two cases and both were a part of the notice and discussion: the HUD Enforcement Case and the private lawsuit by the developer.

Commissioner Smith made a motion to see the outside council to speak with the claimant, in reference to settlement negotiations, in reference to the lawsuit, and to also to get clarification on the HUD case and **Commissioner Velazquez** seconded the motion. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith, & Velazquez voting aye.

INVOCATION & PLEDGE OF ALLEGIANCE: Commissioner Smith provided the Invocation, led in the Pledge of Allegiance, and gave the Fact of the Day: On November 14, 1969, Apollo 12, the second manned mission to the surface of the moon, is launched from Cape Canaveral, Florida, with astronauts Charles Conrad, Jr.; Richard F. Gordon, Jr.; and Alan L. Bean aboard. President Richard Nixon viewed the liftoff from Pad A at Cape Canaveral. He was the first president to attend the liftoff of a manned space flight.

APPROVAL OF MINUTES

1. Regular Council Meeting Minutes of November 1, 2023.
 - a. **Mayor Nelson** asked if anyone had any questions about either set of minutes.
 - b. Hearing no further questions or comments, he asked for a motion to approve the regular council meeting minutes of November 1, 2023.

- c. **Motion** by **Commissioner Nesta** and seconded by **Commissioner Becker** to approve the regular council meeting minutes of November 1, 2023.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith, & Velazquez voting aye.

AGENDA REVIEW

Attorney Cliff Shepard stated when we get to the attorney's report, he will have a walk-on item regarding a security agreement regarding the Crossroads at Kelly Park. The developer is here to address it when the time comes.

PRESENTATION

1. Main Street Apopka
Presented by: James Hitt, Community Development Director

Community Development Director (CDD) James Hitt stated that the Florida Main Street Program is a program that started in 1985 and is a four-point program. It is a national program and in Florida it is administered by the Division of Historical Resources under the Florida Department of State.

Caitlin Kasheta, Executive Director of Main Street Apopka, said the Main Street Apopka is a 501c3 organization dedicated to supporting existing and new businesses, through revitalization, investment, and collaboration. This is done by using the tried and true, four-point plan, for community transformation, handed down my Main Street America. The four points include economic vitality, design, promotion, and organization. Statistically this main street approach has earned the reputation as one of the most powerful economic revitalization tools in the nation, where for every dollar a participating community spends to support the operations of its Main Street program, \$24 are re-invested into the community and physical improvements from public and private sources. This approach has the potential to dramatically transform Apopka's CRA area. CRA stands for Community Redevelopment Agency. The Apopka CRA was established in 1993 and is funded through tax increment financing. The agencies goals are to eliminate blight, reduce crime, provide affordable housing, and revitalize economically distressed areas. Apopka CRA district includes are far north and Oak Street and parts of Myrtle Street, as far east as McGee Ave and Mason Ave, as far south as 10th and parts of 11th Street, and as far west as Hawthorn Street. The minimum about that Main Street American will recognize, from a city government, is \$50,000. Our projected 2024 budget lands our total revenue at \$155,000 and with the City's commitment of \$50,000 we have a projected \$205,000 to execute this program with efficiency and excellence. The Main Street team took a dive into the City's 2022 budget to ensure Apopka had the resources to commit to a program like this and as of September 30th of 2022 the unassigned fund balance in the general fund totaled \$24,960,207.00. A program like this, being promotional in nature cannot be funded through the CRA fund, but must come from the general fund, so we humbly ask that an amendment be made to the 2023 budget to include the \$50,000 commitment to our program and for it to be executed as quickly as possible, and for future

financial commitment, for consecutive years to be considered during budget planning season.

Commissioner Velazquez asked if the \$50,000 was discussed with anyone in the city and **Caitlin Kasheta** said yes, she discussed it with each of the commissioners. She wanted to speak to her (Commissioner Velazquez) about it as well, but they were unable to connect. As far as she is aware the commissioners are onboard and okay with the program, because it will benefit the City of Apopka. **Commissioner Velazquez** expressed that she is in support of it, as well.

Commissioner Becker stated that he would hope that staff would put together a formal appropriation request to move the \$50,000, but he is in support of the program.

Commissioner Smith stated that he loves the ideas of the City having a ball dropping, the Farmer's Market returning, and the picnic in the street, so he is supportive of the project.

Commissioner Nesta stated that this program adds a lot of value and we are making a lot more, in terms of the re-investment into the community.

Mayor Nelson stated that the time to bring this back is when they receive their 501c3. He said that Jim Hitt can start working with Caitlin on a presentation, with staff, to bring it forward. We can start on that now and as soon as we get confirmation of the 501c3 we can bring it back to council. **Caitlin Kasheta** said that the IRS does allow pending 501c3's to operate as if they already have the status, because all you need to acquire your 501c3 is to be operating within the bounds of your mission. We have been doing that already, so it is basically a guaranteed thing. We can accept funds as a 501c3 and we already have our bank account set up. **Mayor Nelson** asked if it is tax deductible for those that are donating already and **Caitlin Kasheta** said yes, it is. **Mayor Nelson** asked Caitlin to work with Jim Hitt and see if they can get it back to council, on the agenda, ASAP.

PUBLIC COMMENT

Rod Olsen – 3156 Rolling Hills Lane, Apopka, FL 32712 – Expressed his concerns with the usage of portables at the schools and the struggling infrastructure around the city.

Albert McKimmie – 3603 Golden Gem Rd, Apopka, FL 32712 – Stated that tomorrow we were supposed to do an audit of ballots of the last election, for Mayor; however, today we were informed that we cannot photograph envelopes from absentee ballots and we cannot physically touch ballots to count them. In a few months the City will likely destroy these ballots, so it appears we will have to take legal advice on how to move forward. These ballots must be preserved until we have the opportunity, through legal recourse, to resolve the situation. We detailed our request a considerable time ago, paid for access to ballots which are open to scrutiny through public records requests, only to be told at the last minute that the city cannot facilitate our request. I therefore request that the commission motion that these ballots be held in safe custody, for an extended period, pending our legal challenge. **Mayor Nelson** stated that arrangements have been made for a Human Resources staff member to help Susan, they have it set up for 8:00am. **Mr. McKimmie** said that was not communicated to them

before now, no time before tonight they were told about this. In any event, if we cannot photograph or handled the ballots to count them, we don't believe that we can effectively do an audit of the last elections, so we have decided to obtain legal recourse to find out what we are legally able to do. **Mayor Nelson** said that is the state law, that is not just the City of Apopka.

Robert Hall – 1151 Welch Hill Circle, Apopka, FL 32712 – Stated that it is a great thing for the City to work with the private sector, in regards to the Main Street Apopka program.

Sohn Ware – 1968 Frenzel Drive, Apopka, FL 32703 – Stated that he'd like to see it become legal to purchase cats and dogs, from pet stores, in the City of Apopka. **Mayor Nelson** said that he will have the City Attorney look into it.

Ace Woodham – 47 E Magnolia Street, Apopka, FL 32703 – Spoke on accountability.

Bobbie Boeh – 2317 Boy Scout Rd, Apopka, FL 32703 – Spoke about the rock that was destroyed by her driveway and mailbox; the city said they will replace with asphalt, but she does not want asphalt. She also spoke about needing lights or signage with lights going around the curb, at the entrance to Breckenridge, at the north end of Boy Scout Rd.

Luis Rivera – 36 E Main Street, Apopka, FL 32703 – Spoke in support of the Main Street Apopka program.

Nathan Allen – 2323 ½ Amhurst Ave, Orlando, FL 32804 – Spoke in support of the Main Street Apopka program.

Leroy Bell – 3208 Blue Meadows Ct, Apopka, FL 32703 – Thanked the Firefighters that responded to an accident on Hiawasse and Apopka Blvd. He also spoke on the audit of the ballots that was mentioned in a prior public comment, he stated that he will be working with them, on getting that done. Lastly, he spoke on the Main Street Apopka program and stated that some of the resources need to go into the area between 4th Street and 10th Street.

CONSENT (Action Item)

1. Laurel Oaks – School Concurrency Mitigation Agreement
2. Authorize the execution of piggyback contracts for the assigned terms: RollKall Technologies, LLC. and Fausnight Stripe and Line, Inc.
3. Accept the disbursement report for October 2023.
 - a. **Mayor Nelson** asked if anyone had any questions about any items on the Consent Agenda.
 - b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion to approve the three (3) consent agenda items.
 - c. **Motion by Commissioner Smith** and seconded by **Commissioner Nesta** to approve the three (3) consent agenda items.

- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

BUSINESS (ACTION ITEMS)

- 1. Acuera Estates - Plat
Owner(s): Beazer Homes, LLC
Applicant(s): Marco Bisi
Location: 4448 Chandler Road
Project: 76 single-family residential units
Density: 1.83 dwelling units per acre
Project Manager: Jean Sanchez
Presented by: Jean Sanchez, Senior Planner

Senior Planner (SP) Jean Sanchez stated the applicant has submitted the Acuera Estates – Plat for consideration of a 76-lot residential subdivision and 11 tracts for landscaping, open space/landscaping, stormwater and pocket parks. The Major Development Plan was approved by City council on April 6, 2022 and Construction Site Plan was approved by the Development Review Committee on February 24, 2023. The DRC and the Planning Commission recommends approval and the recommended motion is to approve the Acuera Estates Plat, based on the findings in the staff report.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
 - b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion to approve the Acuera Estates – Plat.
 - c. **Motion by Commissioner Becker** and seconded by **Commissioner Smith** to approve the Acuera Estates – Plat.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.
- 2. Authorize the Mayor to sign the Professional Services Agreement with Strengthening Our Sons to provide programming.
Presented by: Cindy Edwards, Recreation Manager and Carl Walker with Strengthening Our Sons

Recreation Manager (RM), Cindy Edwards stated this program is to increase and improve the recreational, cultural, and educational opportunities and offerings to City of Apopka residents and visitors, the Parks and Recreation Department seeks out partners in programming who are interested in operating high quality programming at City of Apopka Parks and Recreation facilities. Staff have identified Strengthening Our Sons as an organization to provide mentoring and tutoring programming at the Billie Dean Center for teenage boys. The program serves boys between the ages of 9 and 19 years of age and provides once-a-month mentorship training on leadership, financial responsibility, etiquette/grooming, health and nutrition, civic engagement, and many other life skills. Program sessions are two-hours and delivered in both virtual and in-person formats. Registration is required, but the program is offered free for participants. Additional program information is attached for review. Staff see this as a great opportunity to

partner with a group to bring additional educational and life skill services to the teenage community while increasing programming at the Billie Dean Center, and would complement the current programming offered to teenage girls through the Butterfly Effect program. The proposed agreement would expire on December 31, 2024, with renewals brought back to the Council for approval annually, if desired by the Parks and Recreation Department.

Carl Walker, Board Chair of Strengthening our Son, introduced the team: Troy Johnson – Vice Chair and mentor and Tammy Holt – Director and Founder of the Program. The program was founded in 2009 and they are a 501c3 non-profit organization, serving male youth between the ages of 9 and 18. Mr. Walker stated we are a community-based program that focus on intervention and prevention. Through the intervention services, we provide mental health counseling, in which Tammy Holt is a licensed mental health counselor, and then for the prevention side, which me and Troy work on, as mentors, we operate the male youth leadership program.

After an overview of the program was given (*a copy of the brochure is available upon request*), **Commissioner Velazquez** thanked Mr. Walker for coming and doing the presentation. She also asked how are the men supported throughout the month, so they continue to come to the program, since they only meet once a month. **Mr. Walker** said initially they were meeting every Saturday, but as time went on it became more difficult to meet because of how many other activities the boys and their own children, are involved in. However, on a random weekday they will meet and have a special guest come in and speak to them (i.e. NBA player, a judge, etc.), so it works for them.

Commissioner Becker stated that he has personally worked with Mr. Walker and Mr. Johnson in the past and he thanked them for all that they do. He mentioned that his concern with these types of programs is the consistency, it starts off strong then goes away, but he is happy to participate.

Commissioner Smith stated that we always need male mentors, so anytime a program comes about that will make a difference in young men's life, he is always supportive of it. He has known Mr. Johnson for a while and he met Ms. Holt at another community event; the program has his full support.

Commissioner Nesta thanked them for the presentation tonight. He asked for clarification on if the program has already started and **Mr. Walker** said yes, this is their second year at the Billie Dean Center, with the program. The participate has been great and they are doing well. **Commissioner Nesta** said that he is supportive of the program.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
- b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion to authorize the Mayor to sign the Professional Services Agreement with Strengthening Our Sons, to provide programming.

- c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Smith** to authorize the Mayor to sign the Professional Services Agreement with Strengthening Our Sons, to provide programming.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.
3. Approval of the IDWTS Conversion Program Amendment 4: Cost-Share update.
Presented by: Deodat Budhu, Public Services Director

Public Service Director (PSD), Deodat Budhu gave a recap of this presentation that was given at the October 18, 2023 City Council meeting. In 2018, the City was granted Cost-Share #33662 from St. Johns, under the FDEP Outstanding Florida Springs Septic Tank Replacement Project; SJRWMD paid 75% and City of Apopka paid 25%. Today we have received a total of \$335,500 for 75% of the total cost. Also, we have allowed for installation of 30 OnSyte Units in the Wekiva Glen Neighborhood within the BMAP Priority Focus area and all of the installations were completed by early 2023. The City Council approved the original pilot project with OnSyte Performance Inc as the vendor in 2019, but several questions were raised during the 10/18/2023 meeting. **(a copy of this presentation is available upon request)**. Due to the FDEP permit, the City is ultimately responsible for these units. Currently, under the Master Services Agreement, OnSyte is responsible for all operation, repair, inspection, reporting, sampling, and preventative maintenance. This contract currently expires in February 2026, but includes two (2), five-year extension clauses, at the City of Apopka's discretion. The life span of the OnSyte units vary as follows: Concrete – 30-50 years, Pumps – 7 years, Blowers – 7 years, and Electronics – 7 years. Over the life of this project, OnSyte has reported and addressed forty-three repair calls with the majority being operator repairs that did not require parts. These units require an FDEP licensed operator to diagnose and make the needed repairs; total cost of parts over two years is \$6,135. If a unit fails, for traditional septic tanks, the homeowner is responsible, but for installed OnSyte units, the Master Services Agreement covers everything except deliberate destruction and without the Master Services Agreement, the City will be responsible for the units. For the homeowner, the monthly maintenance service fee of \$44.50 and all associated electricity costs to supply the unit which is approximately between \$3-6 per month. OnSyte units receive up to 8 lb. of removal credit per unit and the City cost per unit is \$4,125 at installation which is 25% of the cost. The homeowner pays a monthly maintenance fee of \$44.50 to the City and the City handles the incurring lab analysis cost for OnSyte. Under the City's current program, we are yielding a benefit of 77% of the overall nitrogen removal credit by only contributing \$4,125 per unit, which is 5.5% of the total sewer conversion cost and the homeowner is not saddled with a loan repayment and sewer bill, and no infrastructure construction inconvenience. Staffs recommendations is for the council to approve Amendment #4 to the SJRWMD Cost-Share agreement #33662, approve utilization of OnSyte's technology under this amendment, and to direct city administration pursue the option to piggyback the Lake County contract with OnSyte, thereby ensuring this program will be in place for another twenty-years.

- a. **Mayor Nelson** asked if anyone had any questions about this item.

There was lengthy back and forth discussion between the council and PSD Budhu regarding responsibility of maintenance, repairs, potential replacement, renewals, cost burdens, etc.

Commissioner Velazquez asked if we have something in our ordinances that say this is the only pilot program that we are going to have a 25% share program with the grant and the response was no. **Mayor Nelson** said legislature works on a year by year basis, there is no guarantee that DEP or SJWM will have funds for it. **Commissioner Velazquez** asked what will we do for the next community that says 'you did Wekiva Glen what are you doing for us' and **Mayor Nelson** said it is the closest to the springs and the one that matters the most to everyone.

Commissioner Smith asked what part of the system does OnSyte own. **Scott Forester, with OnSyte Performance**, stated when the Master Services Agreement references OnSyte property it is talking about our proprietary software.

Mayor Nelson asked if OnSyte would entertain it, if we did a piggyback off of the Lake County Agreement and **Scott Forester** stated that they will definitely discuss it, he does not have the authority to approve it.

Commissioner Nesta stated that he does not feel comfortable with this, for several reasons. He feels that staff already has a lot to do and this may add another layer of complexity that we are not prepared for right now. I think right now, this isn't our best option.

Commissioner Velazquez asked if OnSyte was bought out by anyone and **Scott Forester** said yes, they were acquired by an infrastructure investment fund and capitalized, earlier this year.

Commissioner Smith asked if we do not accept the 75% from SJWMD and we do nothing, what is our liability as a city and **PSD Budhu** said nothing. The money will go back to the Water Management District and they can appropriate it to another city or county that want to use it. **Commissioner Smith** then asked, well how will we solve a problem that they currently exist with existing septic tanks and **PSD Budhu** said that he thinks the council will have to appropriate money to an infrastructure to put in a central sewer system. For the 191 Parslen subdivision, it would cost \$14.3 million. **Mayor Nelson** said that is based on the \$75,000 per parcel. **Commissioner Nesta** said to keep in mind, Orange County got around \$120 million in funds, through grants, so there are other funds available, as well. **Mayor Nelson** said no, FDEP contributed 40% of the cost of all their projects, St. Johns contributed 25%, the resident contributed 10% and Orange County contributed 25%. So that is 25% of the last one they just did, which was \$75,000 per parcel, so the County put out \$18,750 per house, where we are asking for the 90 units we will put out \$4,125 to get 74% of the benefit. **Commissioner Nesta** said the answer we don't have is what it is going to

cost us long term. **Mayor Nelson** said we still have lift stations and sewer pipes that we won't have to maintain, if we have OnSyte. We are getting 74% of the benefit, for 22% of the cost and the homeowner has no upfront cost and they are pay the operating cost with the monthly charge. **Commissioner Smith** said if we did this, assuming these are going to work for the next twenty-years, at least that will give us the twenty-years to come up with the \$14 million. **PSD Budhu** said yes, and if they decide to change over to the central system, they will have time to appropriate funds to do that. It would take four years to design and construct a central sewer system.

Commissioner Becker asked why would PSD Budhu not come up with a policy for the 120 that will potentially be installed, to give the council comfort in knowing that the city is not going to lose money from other people that are not benefitting from the service. The people that are benefitting from it are the ones paying for it; the maintenance cost is covered by the homeowners that are actually using the product.

Mayor Nelson asked what are we going up on wastewater, we have at least three years of 6%; he asked where does that end.

Scott Forester thanked the council for considering this item. He stated our entire business model is predicated on long-term operational contracts with our customers. The units are pass through, so we make a profit on whatever we are charging now, and the units pay for themselves as we maintain and operate them, out of our charge.

Commissioner Nesta suggested to table this item for now and get a policy in place to see how this works with homeowners, see if homeowners would be agreeable to that, and move forward from there, on what that looks like long-term for us. **Commissioner Smith** asked if there is a deadline on accepting this money and **PSD Budhu** said no, we already signed the agreement, so this money is already allocated to us. But, if we are not using it or doing anything else we have to tell them and they will re-allocate the funds. We have until March 2025 to get the system in the ground and utilize all the funding that they are providing to us.

- b. **Motion by Commissioner Nesta** and seconded by **Commissioner Becker** to table the IDWTS Conversion Program Amendment 4: Cost-Share Update.
- c. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

PUBLIC HEARING/ORDINANCES/RESOLUTION (ACTION ITEM)

1. Ordinance Number 3025 – Second Reading – Small-Scale Future Land Use Amendment – 3585 and 3603 Golden Gem Road
Owner(s): Albert Mckimmie, Susan Incatasciato, and Christopher Crosby Johnson
Applicant(s): Albert Mckimmie and Christopher Crosby Johnson
Location: 3585 and 3603 Golden Gem Road
Project: 20 acres
Density: Five dwelling units per acre
Project Manager: Jean Sanchez
Presented by: Jean Sanchez, Senior Planner

No Changes.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
 - b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion to approve Ordinance Number 3025.
 - c. **Motion by Commissioner Smith** and seconded by **Commissioner Nesta** to approve Ordinance Number 3025.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.
2. Ordinance Number 3026 – Second Reading – Change of Zoning – 2301 Coral Hills Road
Owner(s): HCH Development, LLC
Applicant(s): Sarah Maier c/o Dewberry Engineers
Location: 2301 Coral Hills Road
Project: 2301 Coral Hills Road Rezoning
Density: N/A
Project Manager: Jun Ik Sohn, Ph.D.
Presented by: Jun Sohn, Planner

No Changes.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
 - b. Hearing no further questions or comments, he asked for a motion to approve Ordinance Number 3026.
 - c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Nesta** to approve Ordinance Number 3026.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

CITY ATTORNEY'S REPORT

- **Cliff Shepard** gave an update on the Crossroads at Kelly Park. They have titled the agreement Land Development Works Assurance and Grant of Lien (aka Security Agreement). The initial agreement called for us to have a secured position on a piece of property, but that property was already in a CED and was about to go out to bonding, which means our position as security or building of the roads and infrastructure would have been subordinate to the CED, because those are the bond holders. That would have put us at a position that is not really secure as opposed to going out to the traditional payment performance bond. The code does allow for the opportunity to enter into an agreement with the developer or the County, but you are not required to do that. I met with Mr. Galvin and Mrs. Richmond and this was discussed at some length and I think recently you had some discussions and this whole issue and today Mr. Galvin submitted a second agreement, which I provided to you earlier today. It is actually two different agreements, because it is two separate properties, but it puts us in a first or priority position. It includes three different parcels, one of which would be second position, but the ones that we are in first position on was significantly more than the cost that estimated to complete. They

conclude a lien amount, meaning once these agreements are signed, if you agree to them, they are recorded and immediately become a lien on this free and clear property, which I sent you the title reports for today, for that \$6 million amount. But, if we had to come in and take it over and the cost to complete exceeded that \$6 million-dollar number, the lien would automatically go up to adjust to that price. It is a secure as you can get for this kind of agreement. You do not have to do it, if you prefer the contractor or developer to go get a bond, he has said that that is what he will absolutely do. The incentive, if you want to consider it, from my understanding the reason why this would be something for us to consider is because per our agreements and code Mr. Galvin's company would be entitled to some impact fee credits, based on the cost of construction. Part of that would include the cost of him going out and securing the bond. By this agreement, I am told that we would save up to \$800,000 in those cost of in=impact fee credits. I cannot verify that, I am not the finance person, but that's what I was told, so that is why this is here. This is not a recommendation from your lawyer, this is an opportunity. **Commissioner Nesta** asked Mr. Galvin to articulate the parcels that we will be encumbering. **Mike Galvin – 134 Brightwaters Blvd, St. Petersburg, Fl** – stated that they purchased a total of about 1,350 units and it is in multiple phases. They have recently had a phase 4 which consists of phase 4 of their master plan and the commercial parcel of the future, which does not consist of and CDD encumbrances. **Attorney Shepard** said if they council agrees, the developer has already signed the two agreements, so it would simply be able to be presented to the council, have them sign off on it and send it to recording. **Commissioner Nesta** asked about notification and **Attorney Shepard** said that you don't have to have an agenda, legally speaking. I understand your practice and this is an unusual situation, but it is not a requirement. You are required to have notice, minutes, and the opportunity of the public to be heard and you've met all those requirements. **Mayor Nelson** said the agreement is the same, it is just the piece of property is different, that is why I felt comfortable with putting it off until December. **Commissioner Smith** said that him for the offer.

- a. **Mayor Nelson** asked if anyone had any questions about this item.
- b. Hearing no further questions or comments, he asked for a motion to approve the agreement for Land Development Work Assurance and Grant of Lien for Kelly Park Phases 1-2, 1-3 and 2, and Phase 1B.
- c. **Motion** by **Commissioner Smith** and seconded by **Commissioner Nesta** to approve the agreement for Land Development Work Assurance and Grant of Lien for Kelly Park Phases 1-2, 1-3 and 2, and Phase 1B.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

CITY COUNCIL REPORTS

Commissioner Nesta

- There is a Turkey Trot this Saturday, it is a 5 and 10K
- Asked why the real estate policy is not on this agenda, that we discussed last meeting. **Attorney Shepard** said that there is an ordinance that has been drafted, Ord. 3030, and there was some discussion about where it would be placed in the current code and I landed

on finance. We don't have a spot for it, but I would expect the for manager to have it on the next agenda, but I don't know.

- I was expecting to have the Forest Ave property on this agenda, he asked CDD Hitt if we can expect to have it on next agenda and what changed with that. **CDD Hitt** said that he has the parcel number, the acreage, and the square footage of the building itself. He has to get with the City Attorney and get the language put together for CRA, for disposal. **Commissioner Nesta** said that he hopes this is on the next agenda, along with the real estate policy.
- Need an update on the Bay Ridge Cemetery. **Commissioner Velazquez** said the only person that could give us on update on that is Radley Williams, the Parks and Recreation Director and he is not here.

Commissioner Smith

- We had a great Veteran's Day celebration. Happy Thanksgiving.

Commissioner Becker

- What are we looking like for the Charter Review, for the first meeting in January?
Attorney Shepard said as far as he knows, we will be ready to go, he has what he needs to do done. Commissioner Becker asked if that will be an item on the agenda and Attorney Shepard asked if the council adopted a schedule for the meeting, that is the part he does not know. Once he has a schedule, prior to the meeting he will provide the council with a memo of what he sees and they will have time to go over and tell him to look at whatever else and go from there. He said it is better to have it as a separate meeting. **Commissioner Velazquez** asked if they can come up with some dates, at the next meeting and the council agreed.
- Asked if the economic development positions are new positions and **Dr. Patton** said yes, they are new.
- Gave praise to the Police and Fire Department for their response and care to the tragic accident, at the start of the Veteran's Day celebration.

Commissioner Velazquez

- Kudos to the Fire Department for their response to the accident on Veteran's Day.
- Yesterday we were here to swear in two new police officers.
- Happy Thanksgiving

MAYOR'S REPORT

- CRA Meeting – December 6, 2023 at 1:00pm in the council chambers. **Commissioner Velazquez** added that it will be heard at County, for the extension, on 12/12/2023 at 9:00am.
- State of the City – Friday at the Community Center. Doors open at 7:30am and the program is start at 8:00am.
- Apopka Recycles Day is this Saturday at Edwards Field, sponsors by Waste Management and Orlando Recyclables.
- Our Parks and Recreation Director Radley and his wife Janelle just had a girl on Saturday and her name is Josie Marie.
- The John Land Gala is tomorrow night at Highland Manor

ADJOURNMENT

The meeting adjourned at 9:52PM.

All video recordings of City Council Meetings are always posted on the City of Apopka's YouTube page, for viewing.

Bryan Nelson, Mayor

Attest: _____
Susan M. Bone, City Clerk

Minutes Transcribed by: _____
Victoria Parks, Deputy City Clerk



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 1.

Meeting Date: December 6, 2023

Department: Police Department

SUBJECT:

Authorize Donation to the Keri Anne DeMott Foundation, Inc.

REQUEST:

Authorize a \$2,000.00 Donation to the Keri Anne DeMott Foundation, Inc. from the State Law Enforcement Trust Fund.

SUMMARY:

The Apopka Police Department requests City Council approval to expend funds from the State Law Enforcement Trust Funds in the amount of \$2,000.00 to be donated to the Keri Anne DeMott Foundation. This program was started by the DeMott family to honor Keri's memory and to share her story, with the goal to one day end drunk, impaired, and distracted driving. By partnering with law enforcement organizations state and nationwide the foundation hopes to educate younger generations about the dangers of impaired driving and become a voice for thousands of victims and families that have faced the same tragedy. The foundation has worked with the Apopka Police Department to spread their message to youth organizations and attended many of our community events. As a 501(c)3 non-profit organization, the foundation will continue Keri's passion of helping others by giving back to local community groups and national organizations that inspire, motivate, and help others. Law Enforcement Trust Funds may be used to support community-based programs. In accordance with the trust fund rules, a local law enforcement agency may use a percentage of the total shared monies received for the costs associated with drug abuse treatment, drug and crime prevention education, or other nonprofit community-based programs or activities that are formally approved by the chief law enforcement officer. The Apopka Police Department supports initiatives that promote youth activities which are consistent with a healthy, anti-drug lifestyle. These expenditures are supportive of and consistent with the department's support of local school activities.

FUNDING SOURCE:

State Law Enforcement Trust Fund \$2,000.00

RECOMMENDED MOTION:

Authorize the Finance Department to disburse \$2,000.00 from the State Law Enforcement Trust Fund.

ATTACHMENTS:

1. Keri Anne Demott Foundation Donation (Memo) - 2023



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

Memorandum

Date: December 6, 2023

To: Honorable Bryan Nelson and Commissioners

RE: LAW ENFORCEMENT TRUST FUNDS

The Apopka Police Department requests City Council approval to expend funds from the State Law Enforcement Trust Funds in the amount of \$2,000.00 to be donated to the Keri Anne DeMott Foundation. This program was started by the DeMott family to honor Keri's memory and to share her story, with the goal to one day end drunk, impaired, and distracted driving. By partnering with law enforcement organizations state and nationwide the foundation hopes to educate younger generations about the dangers of impaired driving and become a voice for thousands of victims and families that have faced the same tragedy. The foundation has worked with the Apopka Police Department to spread their message to youth organizations and attended many of our community events. As a 501(c)3 non-profit organization, the foundation will continue Keri's passion of helping others by giving back to local community groups and national organizations that inspire, motivate, and help others. Law Enforcement Trust Funds may be used to support community-based programs. In accordance with the trust fund rules, a local law enforcement agency may use a percentage of the total shared monies received for the costs associated with drug abuse treatment, drug and crime prevention education, or other nonprofit community-based programs or activities that are formally approved by the chief law enforcement officer. The Apopka Police Department supports initiatives that promote youth activities which are consistent with a healthy, anti-drug lifestyle. These expenditures are supportive of and consistent with the department's support of local school activities.

Respectfully,

Michael McKinley
Chief of Police



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 2.

Meeting Date: December 6, 2023

Department: Police Department

SUBJECT:

Donation to Harbor House of Central Florida

REQUEST:

Authorize a \$2,500.00 donation from the Law Enforcement Trust Funds for Harbor House of Central Florida.

SUMMARY:

The Apopka Police Department request City Council approval to expend funds from the Law Enforcement Trust Funds in the amount of \$2,500.00 to be donated to Harbor House of Central Florida. Harbor House provides emergency sheltering, assistance with criminal justice processes, and provides education and support services to victims of domestic violence. The Apopka Police Department in May Of 2014, collaborated with Harbor House of Central Florida to further the mission of assisting those impacted by domestic violence. Since then, Harbor House has contributed a victim advocate to the Department without a cost to the city. This partnership has improved the ability of the department and Harbor House to provide support to victims of domestic violence. The proposed funds will further the work Harbor House does in our community.

Law enforcement trust funds may be used to support community-based programs. In accordance with trust fund rules, a local law enforcement agency may use a percentage of the total of shared monies received for the cost associated with drug abuse treatment, drug and crime prevention education, or other nonprofit community-based programs or activities that are formally approved by the chief law enforcement officer. The Apopka Police Department supports initiatives that protect and defend victims of domestic violence within the Apopka community. These expenditures are supportive of, and consistent with, the Department's mission.

FUNDING SOURCE:

State Law Enforcement Trust Fund

RECOMMENDED MOTION:

Authorize the Finance Department to disburse up to \$2,500.00 from the State Law Enforcement Trust Fund for a donation to Harbor House of Central Florida.

ATTACHMENTS:

1. Harbor House Donation (Memo) 2023



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

Memorandum

Date: December 6, 2023

To: Honorable Bryan Nelson and Commissioners

RE: LAW ENFORCEMENT TRUST FUNDS

The Police Department requests City Council approval to expend funds from the Law Enforcement Trust Fund in the amount of \$ 2,500.00 to be donated to Harbor House of Central Florida. Harbor House provides emergency sheltering, assistance with criminal justice processes, and provides education and support services to victims of domestic violence. In May of 2014, the Apopka Police Department collaborated with Harbor House of Central Florida to further the mission of assisting those impacted by domestic violence. Since then, Harbor House has contributed a victim advocate to the Department without a cost to the City. This partnership has improved the ability of the Department and Harbor House to provide support to victims of domestic violence. The proposed funds will further Harbor Houses work within our community.

Law Enforcement Trust Funds may be used to support community-based programs. In accordance with trust fund rules, a local law enforcement agency may use a percentage of the total of shared monies received for the costs associated with drug abuse treatment, drug and crime prevention education, or other nonprofit community-based programs or activities that are formally approved by the chief law enforcement officer. The Apopka Police Department supports initiatives that protect and defend victims of domestic violence within the Apopka community. These expenditures are supportive of, and consistent with, the Department's mission.

Respectfully,

A handwritten signature in black ink that reads "Mike McKinley".

Michael McKinley
Chief of Police



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 3.

Meeting Date: December 6, 2023

Department: Parks and Recreation

SUBJECT:

Authorize Additional Tennis Court Rental Agreement with Tennis Galaxy

REQUEST:

Authorize Mayor to sign Additional Tennis Court Agreement with Tennis Galaxy for court usage at the Northwest Recreation Complex tennis courts.

SUMMARY:

Tennis Galaxy currently holds an agreement (attached and in effect through September 2024) with the City for use of Tennis Court #4 at the Northwest Recreation Complex, to conduct the business of providing tennis programming, to include private lessons, group lessons, youth and adult tennis programming. The Tennis Galaxy program has grown in popularity over the past few years and is requesting additional court time, outside the original signed agreement, due to the growth in interest from the community for the programming. Item 10 of the current Tennis Galaxy agreement stipulates that, "Contractor and City may agree to additional tennis court usage time and/or space, subject to terms which would be stipulated in a separate agreement." Staff utilized the existing contract as the framework for the additional tennis court usage and met with both Tennis Galaxy, and a number of concerned citizens, regarding tennis court availability and usage. Individuals from both parties were present to voice these concerns at the October 4, 2023 Council Meeting, at which City Council directed Parks and Recreation staff to meet with all concerned parties again to try and develop a better resolution. Upon staff meeting again with the groups, the following path forward was developed:

- Develop an additional agreement that provides Tennis Galaxy use of Court #3 for additional programming Monday through Friday, and Court #4 for limited time on Saturday morning. Time not confirmed at least three days in advance by Tennis Galaxy, will be opened to the public for private rental or walk-up play. No additional court time will be made available for Tennis Galaxy beyond Court #3 and Court #4.
- Allow three day advance court rentals on all courts.
- Keep all tennis courts available on a first-come, first-serve walk-up basis for play, if not rented.
- Remove the specified time limit for walk-up play and instead provide language asking walk-up court users to follow proper tennis etiquette for court usage.

The updated Tennis Court rules and regulations implemented on July 31, 2023 will only require minor adjustments to better communicate the above walk-up play availability and rental availability. Those adjustments have been implemented and attached as reference to this staff report. The attached additional court use agreement with Tennis Galaxy for Court #3 usage is also attached, with the term of the additional agreement in line with the expiration of the original agreement. Staff recommend approval of the additional agreement.

FUNDING SOURCE:

n/a

RECOMMENDED MOTION:

Staff recommend authorization of Additional Tennis Court Agreement with Tennis Galaxy for court usage at the Northwest Recreation Complex tennis courts.

ATTACHMENTS:

1. Tennis Galaxy Additional Agreement 2023
2. Tennis Galaxy Agreement 2021
3. NWRC Tennis Court Rules & Regulations (eff 2023-12-01)

CITY OF APOPKA
Additional Tennis Court Rental Agreement

THIS AGREEMENT made and entered into this 6th day of December, 2023 by and between the City of Apopka, a Florida municipal corporation, hereinafter referred to as "City", and Tennis Galaxy, owned/operated by Peter Fazekas hereinafter referred to as "Contractor". The parties mutually agree as follows:

1. Contractor is an independent contractor and not an employee of the City. Contractor will not look to the City for workers' compensation insurance coverage or any other employee benefit provided by the city.
2. The term of this Agreement shall commence on the 6th day of December, 2023 and shall continue until the 30th day of September, 2024. This agreement will renew automatically for a period of one (1) year unless it is terminated by either party pursuant to the terms of this Agreement.
3. Contractor will have advanced booking priority usage, as outlined in this agreement, on Tennis Court #3 and Court # 4 at the Northwest Recreation Complex in Apopka, Florida during the times and days listed in this agreement, in order to provide instruction for Tennis Classes, Clinics, and Lessons.
4. City has the sole authority to close the facility or change the availability schedule of the facility for any reason or no reason, with or without notice. In such cases, fees paid by Contractor to the City for court usage shall be pro-rated based on the percentage of time available for the Contractor to use the facility. Facility closures for City Holiday's, are excluded from the pro-rating of fees.
5. City will regularly maintain the tennis facility and is responsible for all repairs and equipment replacement resulting from regular use.
6. Contractor is solely responsible for participant fee structure, associated record keeping, all customer service needs, and any other details in relation to the business of Contractor.
7. Contractor shall pay the city a fee equal to \$2,520 annually. The fee shall be paid in equal monthly installments of \$210, due on the first (1st) day of each month. Fees paid after the fifth (5th) day of the month shall be subject to a 5% penalty. Unpaid fees as of the tenth (10th) day of the month shall terminate this agreement.
8. Advanced Booking Priority Courts Usage
 - a) Contractor's advanced booking priority court usage period on Court # 3 at the Northwest Recreation Complex in Apopka, Florida, shall be available Monday through Friday between the hours of 8am and 12pm, and the hours of

4:30pm and 8:45pm.

- b) Contractor's advanced booking priority court usage period on Court # 4 at the Northwest Recreation Complex in Apopka, Florida, shall be available Saturdays between the hours of 8am and 12pm.
 - c) Contractor may place reservations on Court #3 and Court #4, during the times outlined in this agreement, up to twelve (12) weeks in advance. Unreserved courts during the above priority court usage times will be open for the public to book within three (3) days of the date of play.
9. Contractor will comply with all laws, ordinances and regulations. Contractor shall take all reasonable safety precautions, and will provide reasonable protection to prevent damage, injury or loss to all persons and property on City facilities.
10. Contractor indemnifies and will hold harmless City from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the occupancy of City facilities by Contractor, its agents, customers, invitees, and/or guests under this Agreement.
11. Contractor shall supply, and maintain a valid Certificate of Insurance for the duration of this Agreement in accordance with requirements set forth by City.
12. Either party may terminate this agreement at any time upon thirty (30) days written notice.
13. This Agreement stands alone from any prior understanding or agreement, either written or oral. This Agreement may only be changed or modified by signed agreement in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

Attest:

City of Apopka, Florida

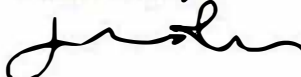
Bryan Nelson, Mayor

Attest:

Tennis Galaxy



11/30/2023



11/30/2023

Peter Fazekas, Tennis Galaxy

CITY OF APOPKA
Tennis Court Rental Agreement

THIS AGREEMENT made and entered into this 12 day of October, 2021 by and between the City of Apopka, a Florida municipal corporation, hereinafter referred to as "City", and Tennis Galaxy, owned/operated by Peter Fazekas hereinafter referred to as "Contractor". The parties mutually agree as follows:

1. Contractor is an independent contractor and not an employee of the City. Contractor will not look to the City for workers' compensation insurance coverage or any other employee benefit provided by the city.
2. The term of this Agreement shall commence on the 01 day of October, 2021 and shall continue until the 30th day of September, 2024. This agreement will renew automatically for a period of one (1) year unless it is terminated by either party pursuant to the terms of this Agreement.
3. Contractor will have exclusive access to Tennis Court # 4 at the Northwest Recreation Complex in Apopka, Florida during the times and days listed in this agreement in order to provide instruction for Tennis Classes, Clinics and Lessons.
4. City has the sole authority to close the facility or change the availability schedule of the facility for any reason or no reason, with or without notice. In such cases, fees paid by Contractor to the City for court usage shall be pro-rated based on the percentage of time available for the Contractor to use the facility. Facility closures for City Holiday's, are excluded from the pro-rating of fees.
5. City will regularly maintain the tennis facility and is responsible for all repairs and equipment replacement resulting from regular use.
6. Contractor is solely responsible for participant fee structure, associated record keeping, all customer service needs, and any other details in relation to the business of Contractor.
7. Contractor shall pay the city a fee equal to \$90 each week, or, \$4,680 annually. The fee shall be paid in 12 equal installments of \$390, due on the first (1st) day of each month. Fees paid after the fifth (5th) day of the month shall be subject to a 5% penalty. Unpaid fees as of the tenth (10th) day of the month shall terminate this agreement.
8. Contractor may display one (1) sign of no more than 24" x 36" in a space near the main entry gate to the tennis courts to be approved by the Parks and Recreation Director. The Contractor may also display one (1) sign of no more than 12" x 24" near Tennis Court # 4, in a space approved by the Parks and Recreation Director. The style and contents of each sign shall be approved by the Parks and Recreation Director. The Parks and Recreation Director shall have the authority to remove

and return to Contractor either or both signs at his sole discretion. Contractor shall be solely responsible for the approved signs, financial or otherwise.

9. Contractor's exclusive access to Tennis Court # 4 at the Northwest Recreation Complex in Apopka, Florida, shall be the following:
Monday – Friday, 8:00am – 12:00pm
Monday – Friday, 4:30pm – 8:45pm
10. Contractor and City may agree to additional tennis court usage time and/or space, subject to terms which would be stipulated in a separate agreement.
11. Contractor will comply with all laws, ordinances and regulations. Contractor shall take all reasonable safety precautions, and will provide reasonable protection to prevent damage, injury or loss to all persons and property on City facilities.
12. Contractor indemnifies and will hold harmless City from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the occupancy of City facilities by Contractor, its agents, customers, invitees, and/or guests under this Agreement.
13. Contractor shall supply, and maintain a valid Certificate of Insurance for the duration of this Agreement in accordance with requirements set forth by City.
14. Either party may terminate this agreement at any time upon thirty (30) days written notice.
15. This Agreement supersedes any prior understanding or agreement, either written or oral. This Agreement may only be changed or modified by signed agreement in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

Attest:

Emerald Hobbs

Carolyn Ann Ray



CITY OF APOPKA, FLORIDA

Edward Bass

Edward Bass, City Administrator

Peter Fazekas

Peter Fazekas, Tennis Galaxy

EFFECTIVE December 1, 2023

Northwest Recreation Complex Tennis Courts

3710 Jason Dwelley Parkway, Apopka, FL 32712

For Emergencies, Please Dial 911

Welcome! For the enjoyment of all, please abide by the following rules and regulations.

Players and guests not abiding by the rules may be asked to leave the facility.

Court Hours of Operation

Monday – Friday: 7am-9pm

Saturday – Sunday: 7am-8pm

Rules and Regulations

- Please help keep your park enjoyable and clean for all by refraining from the following:
 - Smoking and Alcohol use
 - Profanity, Excessive Noise, or Horseplay/Fighting
 - Littering, Glass bottles, Food, and Gum
 - Animals/Pets on the courts (other than service animals)
- Please use proper sportsmanship, tennis etiquette, and clothing, including appropriate footwear, at all times.
- Tennis Courts are for racquet/paddle sports only.
- Courts that are not rented can be used on a first-come, first-serve walk-up basis for no fee. Please follow proper tennis etiquette when others are waiting to play.
- Courts are available for advanced rental at \$5 per hour, plus tax.
 - Courts may be reserved 72 hours in advance, either online at Apopka.gov or in person at the Northwest Recreation Complex Administration Office.
 - Court reservations are limited to one (1) reservation per day per person.
 - Court reservations are available for a minimum one (1) hour rental and a maximum two (2) hour rental.
 - Cancellations received within 24 hours of the reservation will not be refunded.
- Requests for Tournament play or League play will require a Tournament/League Request Application to be submitted to the Apopka Parks and Recreation Department for review and approval.
- Individuals providing coaching, lessons, and/or training may be required to provide additional liability insurance.
- The City of Apopka and staff are not responsible for any lost or stolen items. Please keep all valuables with you.
- All persons using the facility do so at their own risk and hold harmless the City of Apopka, its officers, agents, and employees from any and all claims related to the use of this facility.
- The Apopka Parks and Recreation Department reserves the right to close the facility for any reason and to amend these rules and regulations at any time should modification be necessary.

OFFICE: 407-703-1784 NIGHTS/WEEKEND: 407-340-5849



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 4.

Meeting Date: December 6, 2023

Department: Finance Department

SUBJECT:

Authorize the execution of piggyback contracts for the assigned terms: Traffic Control Devices LLC, Danus Utilities Inc, Danus, Cellco Partnership d/b/a Verizon Wireless, BSN Sports LLC, T-Mobile USA, CentralSquare Technologies LLC, RMS Constructors Group LLC, Prison Rehabilitative Industries & Diversified Enterprises Inc d/b/a PRIDE Enterprises, Hellas Construction Inc., Nevco Sports, LLC, Truecolor Graphics/Fast Signs

REQUEST:

Authorize the execution of piggyback contract for the assigned terms.

SUMMARY:

The department purchases various commodities in its daily operations, including equipment, tooling, and services throughout the year. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special co-operative agreements, provided such contracts are the result of a competitive bidding process and all terms and conditions are the same. This method provides for the most efficient method of purchase or best cost savings for the quantities that are being utilized. These contracts are also encouraged when applicable for operational proficiencies and to minimize staff processing time. Contractual information is kept on record with each purchase order issued.

Per Purchasing Policy 107.3.17 - Piggyback Contracts:

Piggyback contracts will only be authorized during the period of time that the original contract is active and has not expired (if the original contract expires or terminates, so shall the piggyback contract). The Department Director or designee must review and confirm potential piggyback contracts for applicability and scope. The request for utilizing a piggyback contract must be submitted to the Finance Department for purchasing review. Upon approval, the Purchasing Administrator or designee shall submit their review to the City Attorney for final approval. Contracts that are over \$50,000 will also require City Council approval. Multi-Year Piggybacks: if determined to be over \$50,000 and once authorized by City Council, if the dollar amount allotted in the fiscal year budget is available for the services or commodities, it will not require additional City Council approval.

Below is a full listing of the piggyback contracts that are being requested by; department submittals, vendor, descriptions, sources, and expiration dates.

Department:	Public Services
Vendor:	Traffic Control Devices, LLC
Description:	Supply and Installation of Traffic Signal Equipment
Source:	Orange County, Florida
Bid/Contract #:	Y-23-193 B
Expiration Date:	June 7, 2024
Renewals:	Yes

Department: Public Services
Vendor: Danus Utilities, Inc.
Description: Sanitary Sewer Manhole Liners
Source: City of Port Orange, Florida
Bid/Contract #: ITB 23-07
Expiration Date: July 17, 2025
Renewals: Yes

Department: Public Services
Vendor: Danus Utilities, Inc.
Description: Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation
Source: City of Clermont, Florida
Bid/Contract #: RFB 23-085
Expiration Date: July 5, 2026
Renewals: Yes

Department: Information Technology
Vendor: Cellco Partnership d/b/a Verizon Wireless
Description: Wireless Mobility Solutions
Source: Florida Department of Management Services
Bid/Contract #: DMS-19/20-006C
Expiration Date: 08/24/2026
Renewals: Yes

Department: Recreation
Vendor: BSN Sports, LLC
Description: Athletic, Physical Education Supplies, and Team Uniforms
Source: Sourcewell
Bid/Contract #: RFP #20-11
Expiration Date: October 1, 2024
Renewals: Yes

Department: Information Technology
Vendor: T-Mobile USA
Description: Wireless Mobility Solutions
Source: Florida Department of Management Services
Bid/Contract #: DMS-19/20-006B
Expiration Date: 08/04/2026
Renewals: Yes

Department: Fire Department
Vendor: CentralSquare Technologies, LLC
Description: Technology Solutions, Products, and Services
Source: The Interlocal Purchasing System (TIPS)
Bid/Contract #: RFP 220105
Expiration Date: May 30, 2027
Renewals: Yes

Department: Public Services
Vendor: RMS Constructors, Group, LLC
Description: Infrastructure Repair and Replacement
Source: Orange County, Florida
Bid/Contract #: Y23-1048
Expiration Date: September 26, 2024
Renewals: Yes

Department: Public Services
Vendor: Prison Rehabilitative Industries & Diversified Enterprises, Inc. dba PRIDE Enterprises
Description: Tire Retreading and Repair Services
Source: City of Orlando, Florida
Bid/Contract #: IFB23-0206
Expiration Date: September 24, 2026
Renewals: Yes

Department: Recreation
Vendor: Hellas Construction, Inc.
Description: Artificial Turn and Tracks with Installation, Related Equipment, Materials, and Supplies
Source: Sourcewell
Bid/Contract #: RFP #031622
Expiration Date: May 26, 2026
Renewals: Yes

Department: Recreation
Vendor: Nevco Sports, LLC
Description: Scoreboards, Digital Displays, and Video Boards with Related Services
Source: Sourcewell
Bid/Contract #: 030223-NVC
Expiration Date: May 27, 2027
Renewals: Yes

Department: Citywide
Vendor: Turecolor Graphics/Fast Signs
Description: Signage
Source: The Interlocal Purchasing System (TIPS)
Bid/Contract #: 22010201
Expiration Date: March 31, 2025
Renewals: Yes

FUNDING SOURCE:

As authorized, adopted, and per the appropriated fiscal year budgetary funding within each departmental budget.

RECOMMENDED MOTION:

Authorize the execution of piggyback contracts per the assigned terms.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 1.

Meeting Date: December 6, 2023

Department: Community Development

SUBJECT:

Laurel Oaks – Plat

REQUEST:

Approve the Laurel Oaks – Plat

SUMMARY:

Owner(s): KB Home Orlando, LLC

Applicant: Kimley-Horn and Associates, Inc. c/o Brian Ashby P.E.

Parcel Identification Number(s): 13-20-27-0000-00-010

Location: North of Joey McGuckin Road, east of SR 429 and west of Plymouth Sorrento Road

Future Land Use: Mixed-Use

Zoning District: KPI-MU (Kelly Park Interchange – Mixed-Use), Neighborhood Overlay District

Proposed Use: 121 single family lots

Tract Size: 41.2 +/- acres

Density/Intensity: 2.9 dwelling units per acre

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	County Rural	County A-1 (Citrus Rural)	Nursery Facilities
East	County Rural	County A-1	Single Family Residences
South	Mixed-Use and County Rural	AG (Agriculture) and County A-1	Single-Family Residence and Vacant
West	Mixed-Use	KPI-MU (Kelly Park Interchange – Mixed-Use)	State Road 429 and Wyld Oaks Development

PROJECT SUMMARY:

The applicant has submitted the Laurel Oaks – Plat for consideration, creating 121 residential lots. This plat also creates five tracts for stormwater, landscape and amenities. One of the proposed access points to the development is shown along Plymouth Sorrento Road. Additionally, an internal roadway is proposed to connect north to future development and a planned thoroughfare that will connect to Kelly Park Road and align with the access of the Winding Meadows North Residential Subdivision on the south. The Plat is consistent with the Major Development Plan approved by City Council on September 7, 2022 and the Construction Site Plan approved by the Development Review Committee on May 2, 2023.

The Development Review Committee (DRC) has found that the applicant demonstrates there is competent substantial evidence in the record that all of the following standards are met:

- a. The plat and its general layout and design comply with all applicable standards in Article 5: Development Standards, and Article 6: Environmental Standards;
- b. The plat complies with all conditions of approval in any development approval or permit to which it is subject;
- c. The plat conforms to the requirements of Chapter 177, Florida Statutes before recordation and per the review and determination of the City Surveyor;
- d. The plat conforms to any development plan (major or minor) to which it is a part; and
- e. The plat complies with all other applicable standards in this LDC and all other City regulations.

PUBLIC HEARING SCHEDULE:

September 12, 2023 - Planning Commission (5:30 P.M.)
October 4, 2023 - City Council (1:30 P.M.)

ATTACHMENTS:

- Maps
- Laurel Oaks – Plat

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Development Review Committee:

Recommends approval of the Laurel Oaks – Plat.

Planning Commission:

At its meeting on September 12, 2023, the Planning Commission recommended approval of the Laurel Oaks – Plat, subject to the findings in the staff report.

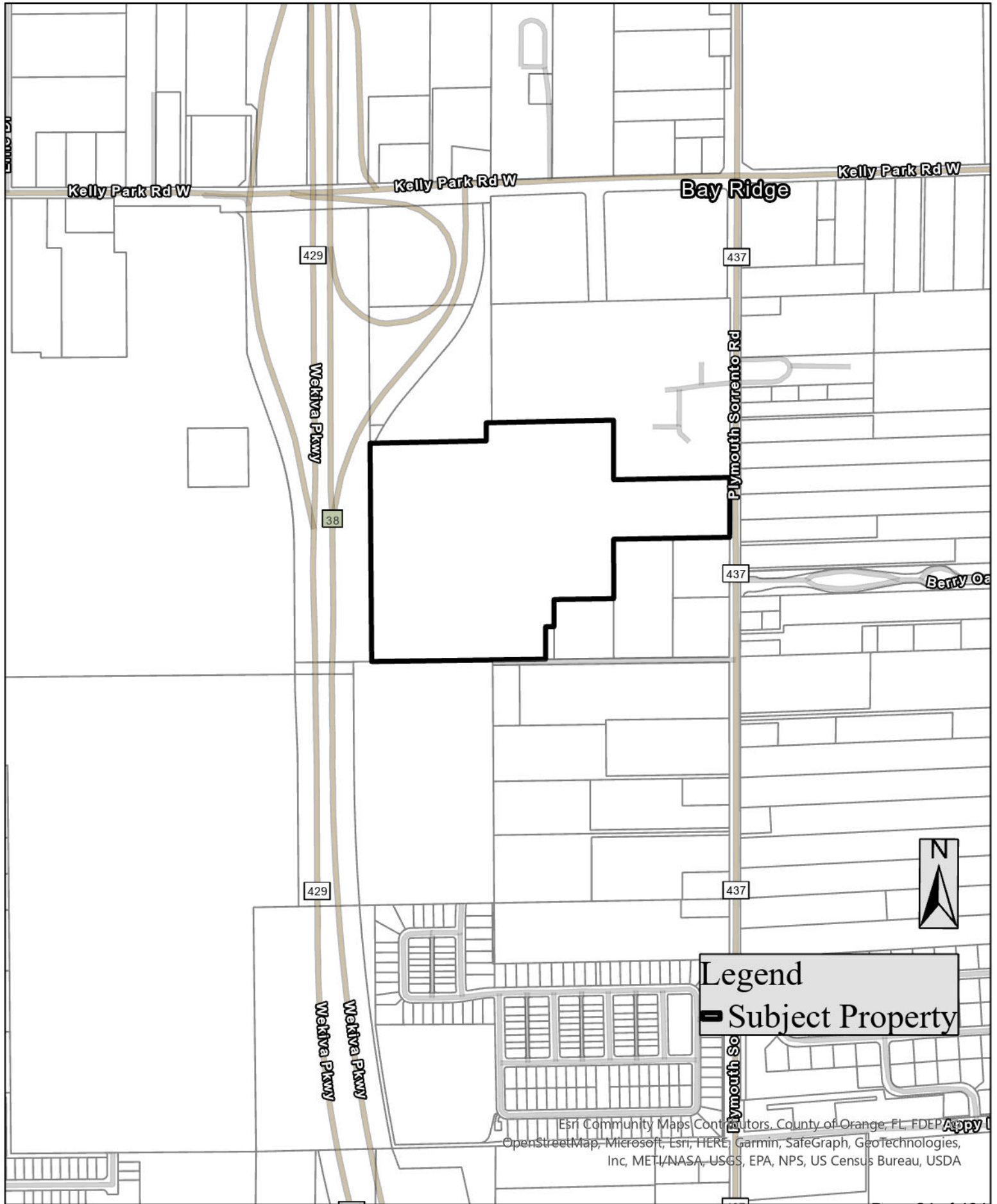
Recommended Motion – Planning Commission:

Approve the Laurel Oaks – Plat.

ATTACHMENTS:

1. Maps
2. Laurel Oaks - Plat

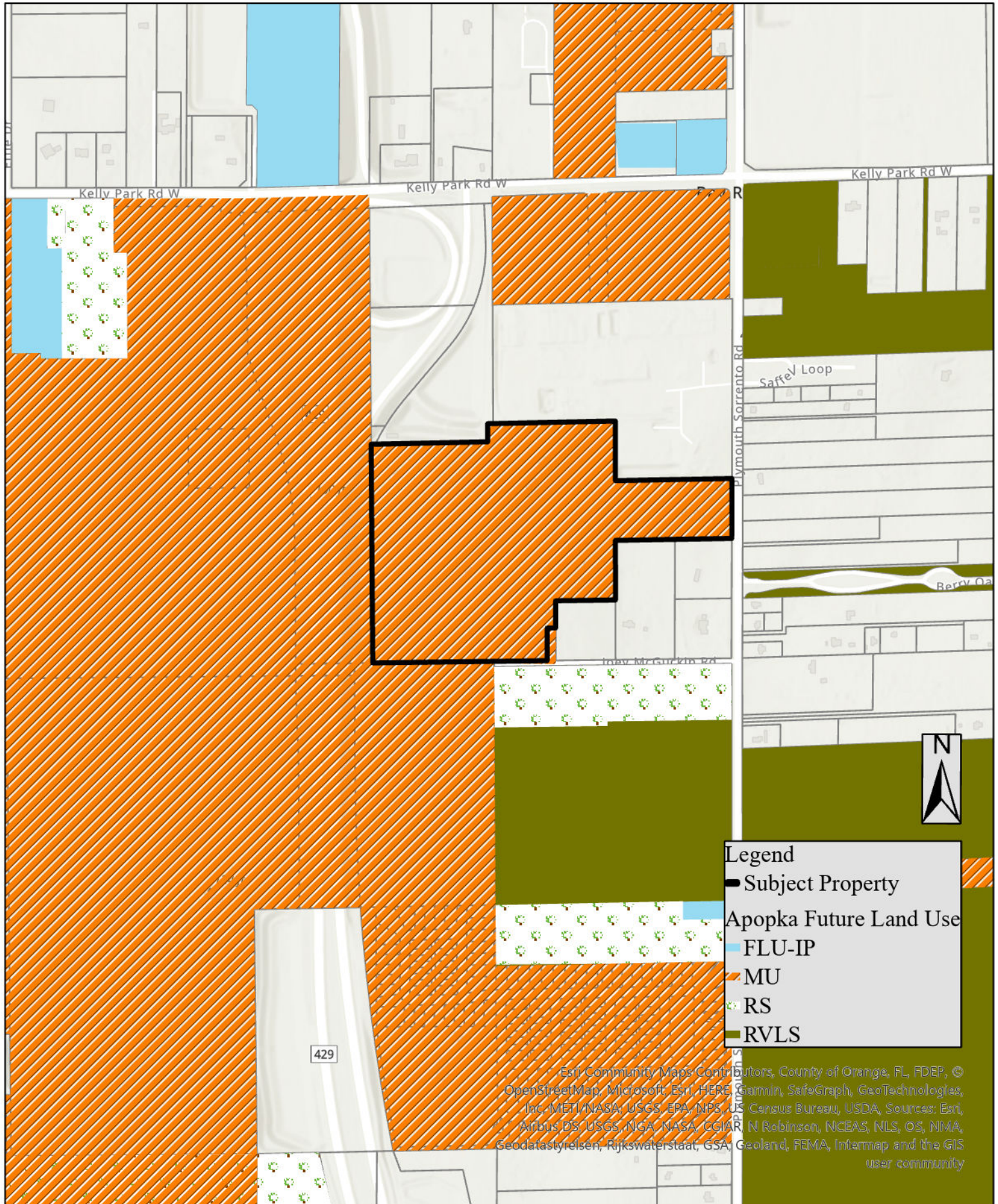
Vicinity



Aerial



Future Land Use



Zoning



Esri Community Maps Contributors, County of Orange, FL, FDEP, Apopka, FL, OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

LAUREL OAKS

A PORTION OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 1 OF 6

PLAT BOOK _____ PAGE _____

SURVEYOR'S NOTES:

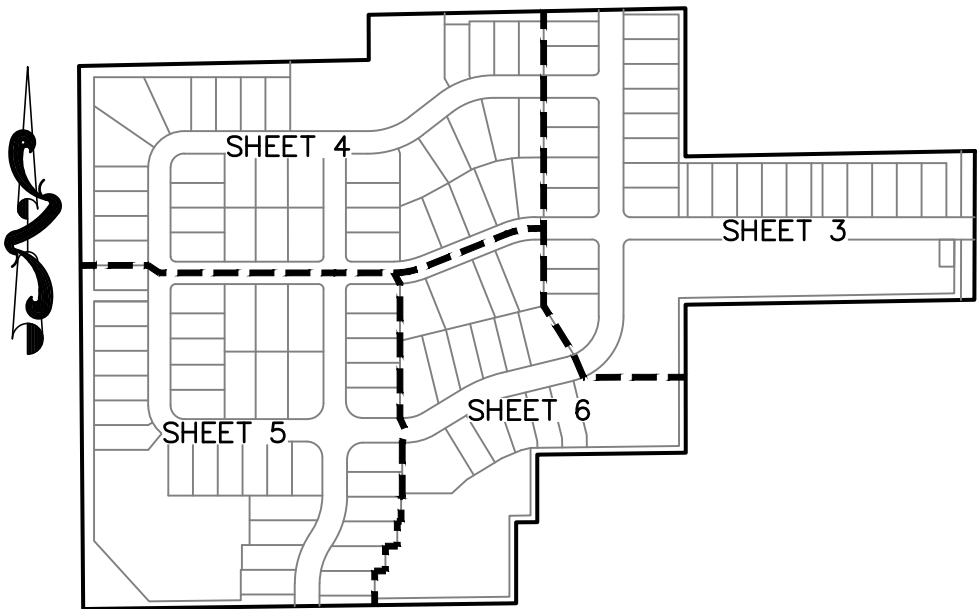
1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF PLYMOUTH SORRENTO ROAD AS BEING SOUTH 00°09'08" WEST. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)
2. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA 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 THE 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.
3. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.).
4. TRACT REC-1 (AMENITY) SHALL BE OWNED AND MAINTAINED BY THE LAUREL OAKS HOMEOWNERS ASSOCIATION OF ORANGE COUNTY, INC. ("THE ASSOCIATION").
5. TRACTS OS-1, OS-2, AND OS-3 (OPEN SPACE/LANDSCAPE) SHALL BE OWNED AND MAINTAINED BY "THE ASSOCIATION".
6. TRACTS SW-A, SW-B, SW-C, AND SW-D (STORMWATER/LANDSCAPE) SHALL BE OWNED AND MAINTAINED BY "THE ASSOCIATION".
7. TRACTS LB-1, LB-2, LB-3, AND LB-4 (LANDSCAPE BUFFER) SHALL BE OWNED AND MAINTAINED BY THE "THE ASSOCIATION".
8. TRACT LS-1 (LIFT STATION) SHALL BE OWNED AND MAINTAINED BY THE CITY OF APOPKA, FLORIDA.
9. A NON-EXCLUSIVE EASEMENT THROUGH, OVER, UNDER AND ACROSS THE STREETS AND ALL UTILITY EASEMENTS SHOWN HEREON IS HEREBY DEDICATED FOR THE USE BY ALL PUBLIC UTILITIES FOR THE PURPOSE OF CONSTRUCTION, MAINTAINING AND REPLACING THEIR RESPECTIVE FACILITIES SERVICING THE LANDS ENCOMPASSED BY THIS PLAT.
10. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAUREL OAKS ("THE DECLARATION") AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ANY SUPPLEMENTS AND/OR AMENDMENTS THEREUNTO.

LEGAL DESCRIPTION:

A PARCEL OF LANDS BEING A PORTION OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

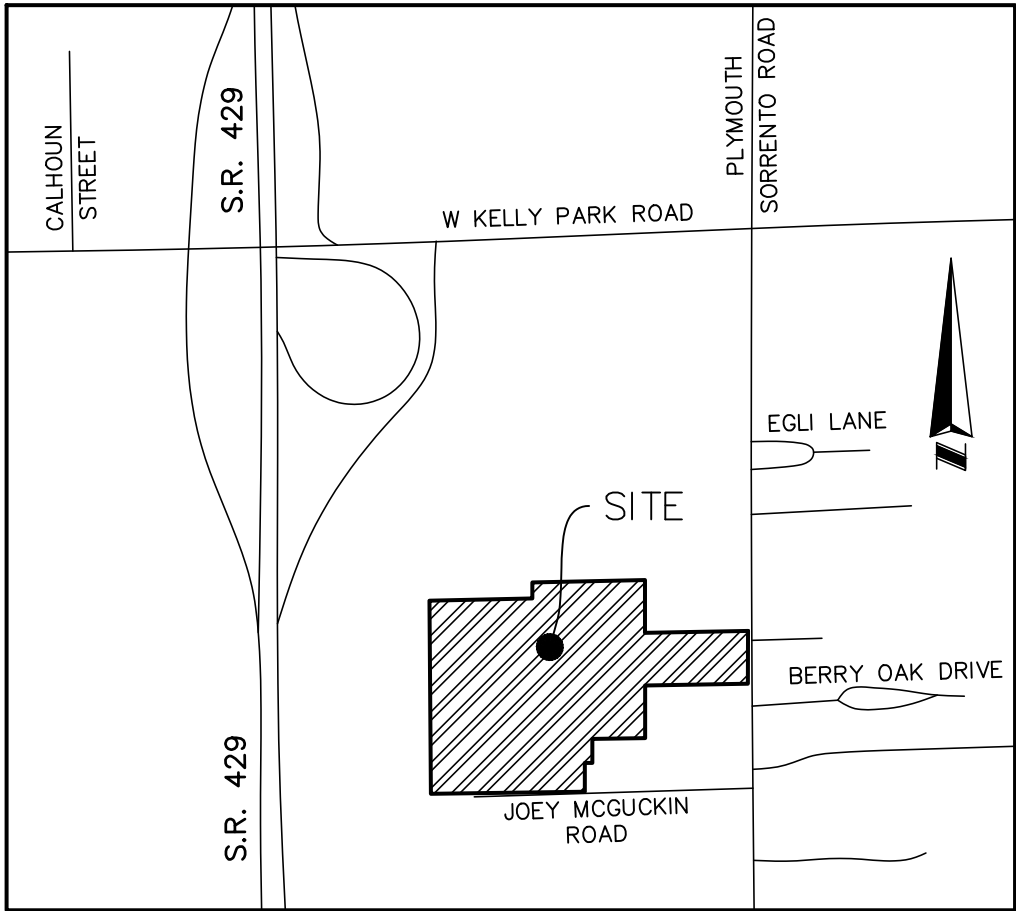
COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE RUN SOUTH 00°09'08" WEST ALONG THE EAST LINE OF SAID SECTION 13 FOR A DISTANCE OF 1654.26 FEET TO A POINT ON THE THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 88°58'45" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 30.01 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD ACCORDING TO DEED BOOK 402, PAGE 68 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE THENCE RUN SOUTH 00°09'08" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 330.80 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER SAID SECTION 13; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 89°01'33" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 642.08 FEET TO A POINT ON THE EAST LINE OF THE EAST 330 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 00°02'34" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 328.86 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 330 FEET OF SAID EAST 330 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°15'05" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 47.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 00°02'34" EAST PARALLEL WITH AND 47.00' WEST OF (PERPENDICULAR MEASURE) THE WEST LINE OF THE EAST 330 FEET OF THE SOUTH 500 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13 FOR A DISTANCE OF 180.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°15'05" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 962.58 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°26'15" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1207.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°47'53" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 644.04 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°14'22" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 100.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°47'53" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 704.40 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°02'34" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 329.50 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE RUN NORTH 88°54'42" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 643.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,794,523 SQUARE FEET OR 41.20 ACRES MORE OR LESS.



KEY MAP
NOT TO SCALE

VICINITY (not to scale)



SHEET INDEX

SHEET 1 OF 6 – LEGAL DESCRIPTION, DEDICATION,
SURVEYOR'S NOTES & LEGEND

SHEET 2 OF 6 – BOUNDARY INFORMATION

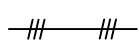
SHEETS 3 THROUGH 6 OF 6 – LOT AND TRACT GEOMETRY

LEGEND:

- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
LB LICENSED BUSINESS
LLC LIMITED LIABILITY COMPANY
CL CENTERLINE
CCR# CERTIFIED CORNER RECORD NUMBER
D.E. DRAINAGE EASEMENT
U.E. UTILITY EASEMENT

- SET 4" X 4" CONCRETE MONUMENT LB 6723
PERMANENT REFERENCE MONUMENT (P.R.M.)
□ FOUND 4" X 4" CONCRETE
MONUMENT AS NOTED
● SET NAIL & DISK LB 6723
PERMANENT CONTROL POINT (P.C.P.)
○ FOUND IRON ROD, IRON PIPE OR
NAIL WITH DISK AS SHOWN

- R/W RIGHT OF WAY
P.I. POINT OF INTERSECTION
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
P.R.C. POINT OF REVERSE CURVE
P.C.C. POINT OF COMPOUND CURVE
N.R. NON-RADIAL
S.R. STATE ROAD
I.D. IDENTIFICATION
ORB. OFFICIAL RECORDS BOOK
(O.A.) OVERALL
PB. PLAT BOOK
RB. ROAD BOOK
PG.(S) PAGES
DB. DEED BOOK
P.E. PROFESSIONAL ENGINEER
RLS REGISTERED LAND SURVEYOR
R.O.W. RIGHT OF WAY



LIMITED ACCESS RIGHT OF WAY



CHANGE IN DIRECTION

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.

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on May 3, 2023, I completed the survey of the lands as shown in the foregoing plat or plan: that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my direction and supervision; that permanent reference monuments have been placed as shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in the City of Apopka, Orange County, Florida.

By: _____ Date: _____

James L. Rickman P.S.M. # 5633
Allen & Company
Licensed Business # 6723
16 East Plant Street
Winter Garden, Florida 34787

LAUREL OAKS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That KB Home Orlando LLC, a Delaware Limited Liability Company being the owners 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 TRACT ROW-1 (ADDITIONAL RIGHT-OF-WAY), drainage easements and utility easements to the perpetual use of the public. The streets are hereby dedicated to the City of Apopka without any restrictions whatsoever.

Tract LS-1 (Lift Station) is hereby dedicated in fee simple to the City of Apopka without any restriction whatsoever. City ownership of this Tract and any improvements thereon vests upon approval of this Plat by the City Council of Apopka. Recording of this Plat shall act as conveyance to the City and no further instrument shall be necessary to vest fee simple title in the City as aforementioned.

In witness whereof, the undersigned, KB Home Orlando LLC, a Delaware Limited Liability Company has caused these presents to be executed and acknowledged by its undersigned _____ thereunto duly authorized on this _____ day of _____, 2023.

WITNESSES:

_____ KB Home Orlando LLC, a Delaware
Limited Liability Company

Print Name: _____

By: _____

Print Name: _____ Stephen McConn
Vice President of
Land Development

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 2023, by Stephen McConn, Vice president of Land Development of KB HOME ORLANDO LLC, A Delaware Limited Liability Company such person [] is personally known to me or [] has produced _____ as identification.

Signature of person taking acknowledgment

Printed Name: _____

Commission Expires: _____

Commission Number: _____

CERTIFICATE OF APPROVAL
BY APOPKA PLANNING COMMISSION

Examined

and

Approved _____

Chairman

Date

CERTIFICATE OF REVIEW BY REVIEWING SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177 Part 1 of the Florida Statutes and that said plat complies 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: _____ Date _____

Printed Name: Andrew Perry, P.S.M.
Registration Number 6124

CERTIFICATE OF APPROVAL
BY CITY ENGINEER

Examined

and

Approved _____

Richard Earp, P.E.

Date

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the Municipality

Mayor

Attest: _____

City Clerk

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Official Records

on _____ as Document# _____

County Comptroller in and for Orange County, Florida.

By _____

ALLEN & COMPANY
Founded in 1988

SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com

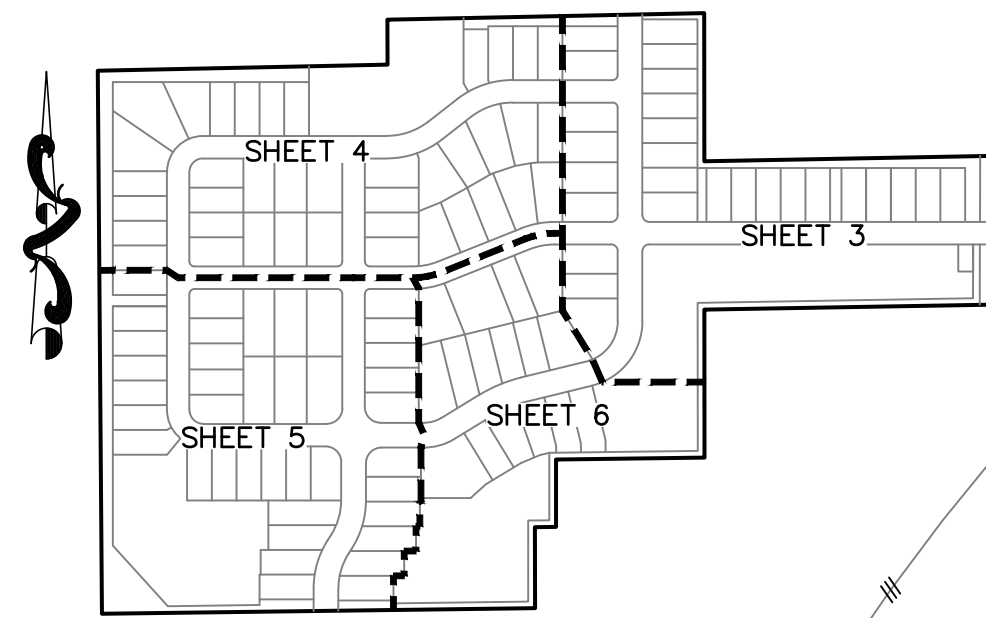
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723

LAUREL OAKS

A PORTION OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

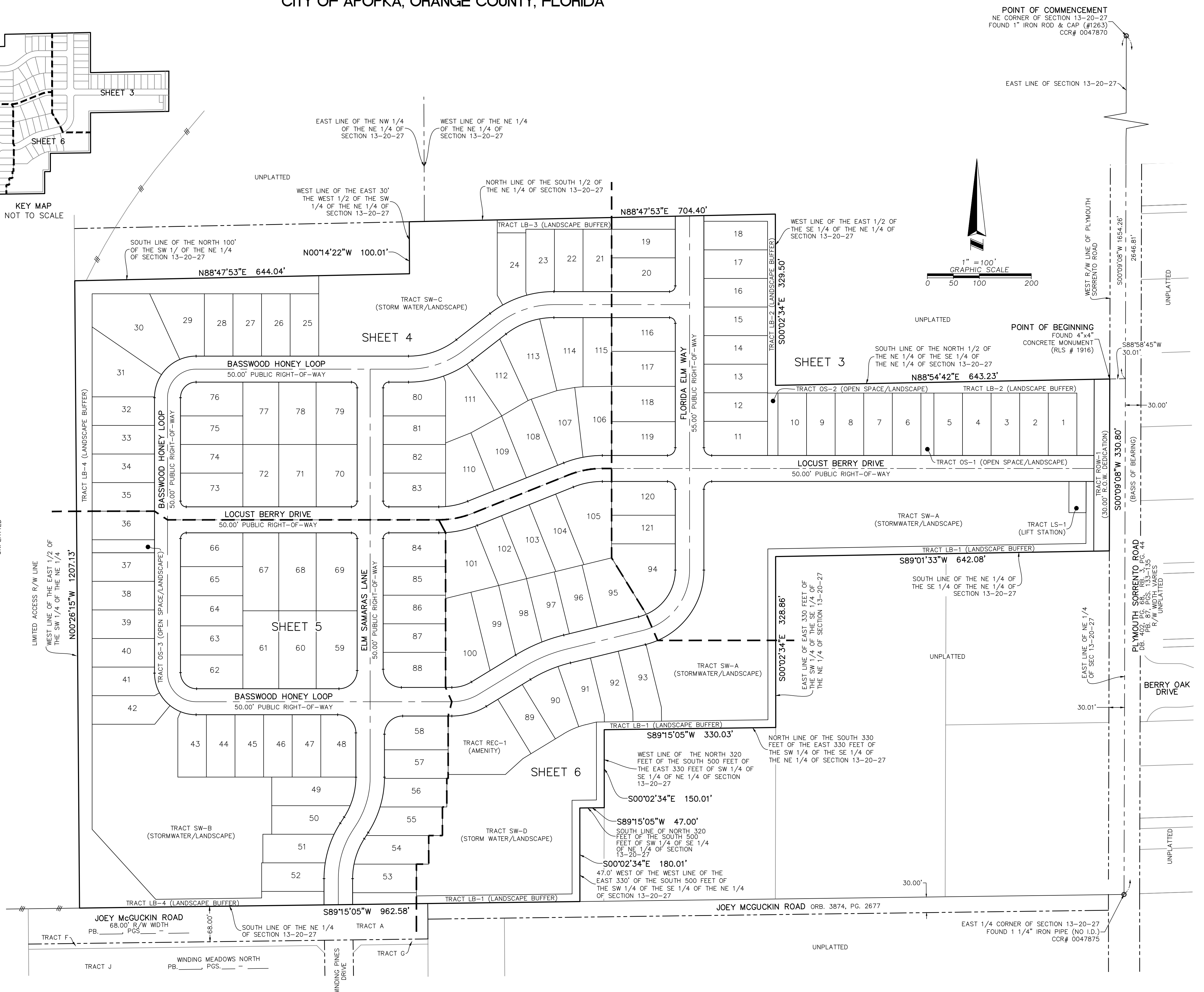
SHEET 2 OF 6

PLAT BOOK _____ PAGE _____



KEY MAP
NOT TO SCALE

WEKIVA PARKWAY (STATE ROAD 429)
PROJECT 429-203
PARCEL 197
ORB. 10803, PG. 1152
UNPLATTED



SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723

SHEET INDEX

SHEET 1 OF 6 - LEGAL DESCRIPTION, DEDICATION,
SURVEYOR'S NOTES & LEGEND

SHEET 2 OF 6 - BOUNDARY INFORMATION

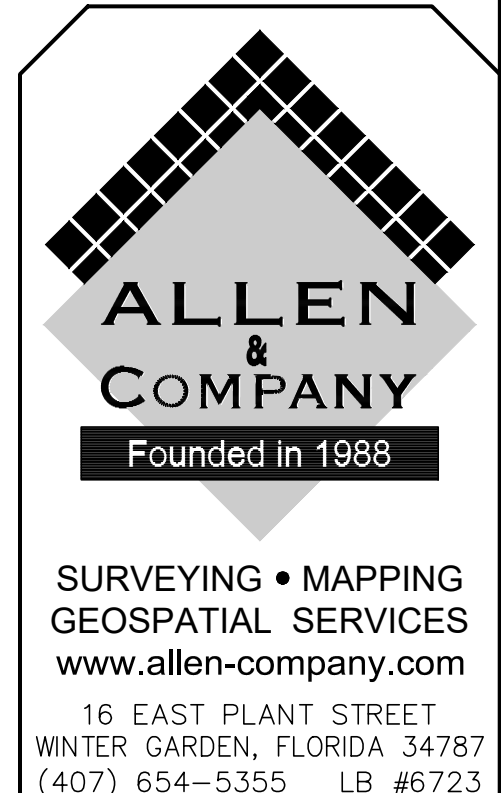
SHEETS 3 THROUGH 6 OF 6 - LOT AND TRACT GEOMETRY

SHEET 3 OF 6 | PLAT BOOK _____ PAGE _____

POINT OF COMMENCEMENT
NE CORNER OF SECTION 13-20-27
FOUND 1" IRON ROD & CAP (#1263)
CCR# 0047870

GRAPHIC SCALE 1"=50'

0 50' 100'

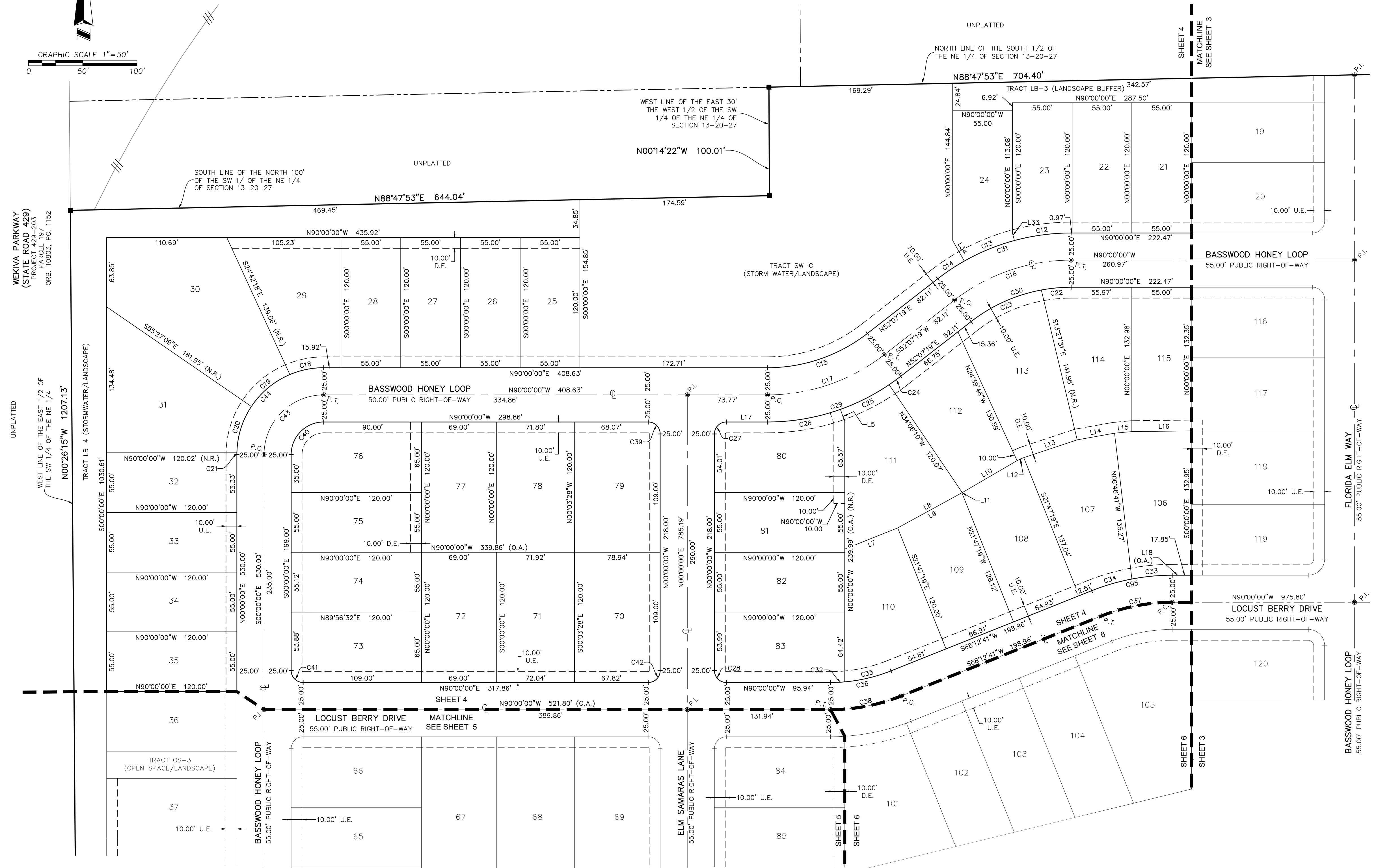


LAUREL OAKS

A PORTION OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 4 OF 6

PLAT BOOK _____ PAGE _____



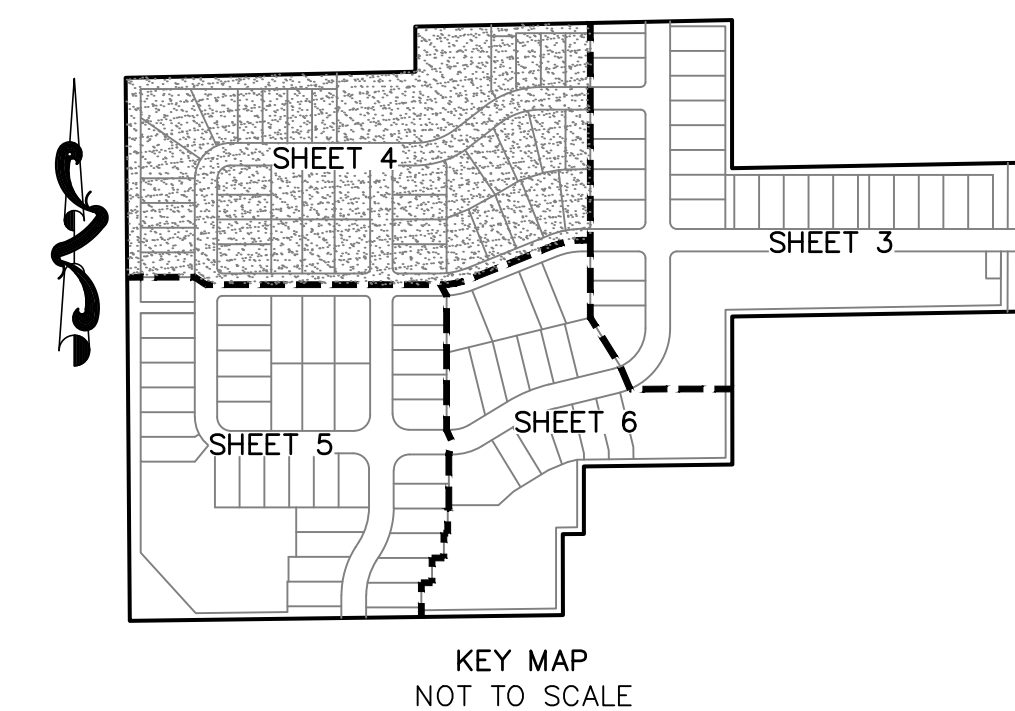
CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C12	200.00'	S82°26'30\"W	52.61'	015°07'00\"	52.77'
C13	200.00'	S67°42'56\"W	49.91'	014°20'08\"	50.04'
C14	200.00'	S56°20'06\"W	29.39'	008°25'34\"	29.41'
C15	150.00'	N71°03'39\"E	97.37'	037°52'41\"	99.16'
C16	175.00'	S71°03'39\"W	113.60'	037°52'41\"	115.69'
C17	175.00'	N71°03'39\"E	113.60'	037°52'41\"	115.69'
C18	80.00'	S78°31'33\"W	31.83'	022°56'54\"	32.04'
C19	80.00'	S50°20'25\"W	46.01'	033°25'22\"	46.67'
C20	80.00'	S17°24'41\"W	44.69'	032°26'05\"	45.29'
C21	80.00'	S00°35'50\"W	1.67'	001°11'39\"	1.67'
C22	150.00'	S84°44'07\"W	27.53'	010°31'47\"	27.57'
C23	150.00'	S65°47'46\"W	70.92'	027°20'55\"	71.60'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C24	200.00'	N54°00'34\"E	13.18'	003°46'31\"	13.18'
C25	200.00'	N63°07'16\"E	50.30'	014°26'52\"	50.43'
C26	200.00'	N80°10'21\"E	68.27'	019°39'18\"	68.61'
C27	11.00'	S44°59'59\"W	15.56'	090°00'00\"	17.28'
C28	11.00'	S45°00'00\"E	15.56'	090°00'00\"	17.28'
C29	200.00'	N71°03'39\"E	129.82'	037°52'41\"	132.22'
C30	150.00'	S71°03'39\"W	97.37'	037°52'41\"	99.16'
C31	200.00'	S71°03'39\"W	129.82'	037°52'41\"	132.22'
C32	150.00'	N87°30'06\"E	13.08'	004°59'47\"	13.08'
C33	200.00'	S84°39'08\"W	37.28'	010°41'43\"	37.33'
C34	200.00'	S73°45'29\"W	38.66'	011°05'35\"	38.72'
C35	150.00'	N76°36'27\"E	43.80'	016°47'31\"	43.96'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C36	150.00'	N79°06'21\"E	56.70'	021°47'19\"	57.04'
C37	175.00'	S79°06'21\"W	66.15'	021°47'19\"	66.55'
C38	175.00'	N79°06'21\"E	66.15'	021°47'19\"	66.55'
C39	11.00'	N45°00'01\"W	15.56'	090°00'00\"	17.28'
C40	30.00'	S45°00'00\"W	42.43'	090°00'00\"	47.12'
C41	11.00'	S45°00'00\"E	15.56'	090°00'00\"	17.28'
C42	11.00'	N45°00'00\"E	15.56'	090°00'00\"	17.28'
C43	55.00'	S45°00'00\"W	77.78'	090°00'00\"	86.39'
C44	80.00'	S45°00'00\"W	113.14'	090°00'00\"	125.66'
C95	200.00'	S79°06'21\"W	75.60'	021°47'19\"	76.06'

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L5	N19°39'18\"W	11.78'	L14	N79°52'54\"E	34.96'
L7	S68°12'41\"W	52.54'	L15	N84°44'59\"E	16.00'
L8	N61°17'25\"E	67.77'	L16	N89°20'26\"E	55.00'
L9	S61°17'25\"W	67.40'	L17	N90°00'00\"E	37.76'
L10	N59°44'37\"E	58.49'	L18	N90°00'00\"W	125.35'
L11	S61°17'25\"W	0.37'	L33	S15°07'00\"E	7.17'
L12	N65°58'45\"E	6.72'	L34	S29°27'08\"E	21.73'
L13	N71°34'52\"E	51.88'			

SHEET INDEX
SHEET 1 OF 6 - LEGAL DESCRIPTION, DEDICATION,
SURVEYOR'S NOTES & LEGEND
SHEET 2 OF 6 - BOUNDARY INFORMATION
SHEETS 3 THROUGH 6 OF 6 - LOT AND TRACT GEOMETRY



**ALLEN
&
COMPANY**
Founded in 1988

SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723

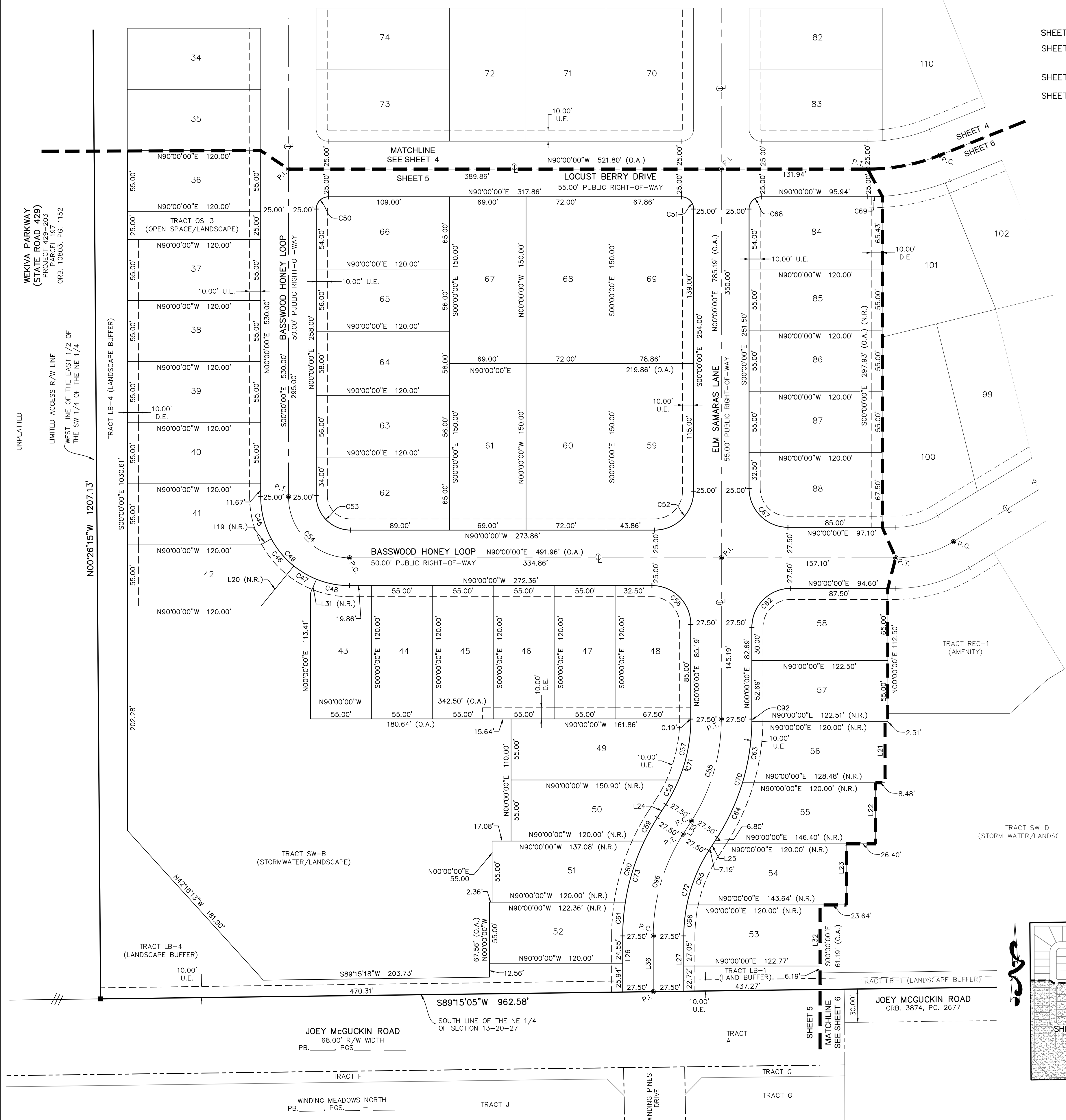
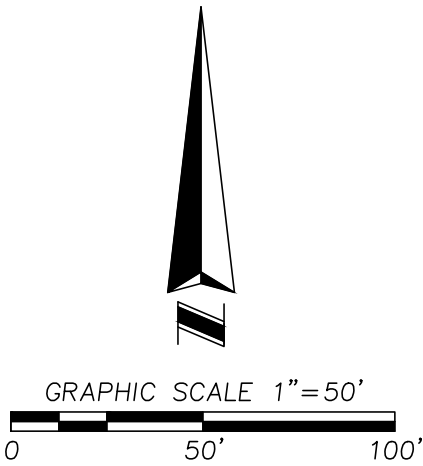
LAUREL OAKS

A PORTION OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 5 OF 6

PLAT BOOK _____ PAGE _____

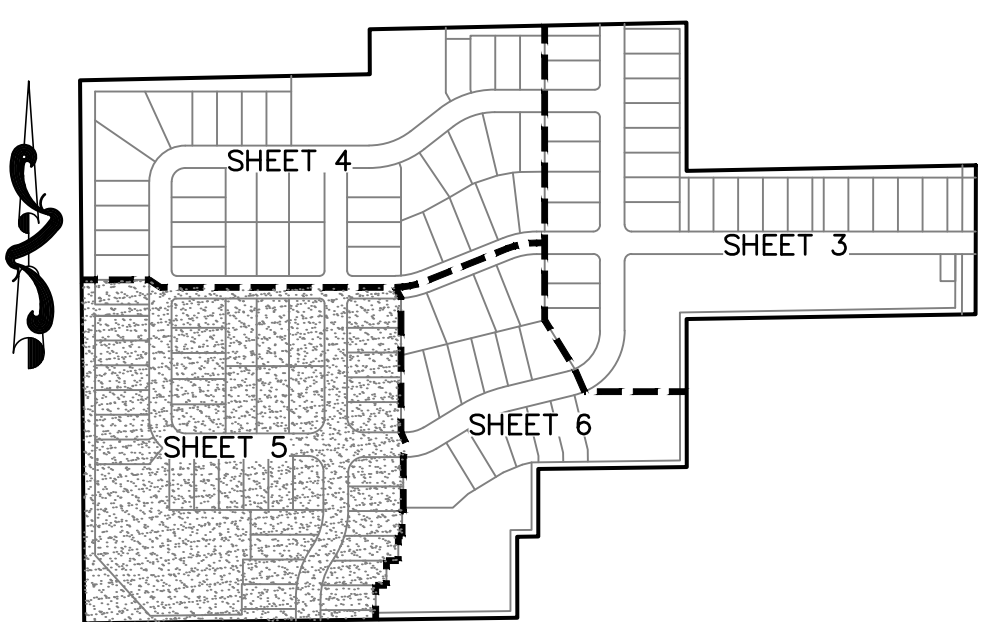
SHEET INDEX
SHEET 1 OF 6 - LEGAL DESCRIPTION, DEDICATION,
SURVEYOR'S NOTES & LEGEND
SHEET 2 OF 6 - BOUNDARY INFORMATION
SHEETS 3 THROUGH 6 OF 6 - LOT AND TRACT GEOMETRY



CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C45	80.00'	S14°08'25"E	39.09'	028°16'50"	39.49'
C46	80.00'	S39°44'28"E	31.79'	022°55'17"	32.00'
C47	80.00'	S59°41'26"E	23.62'	016°58'39"	23.71'
C48	80.00'	S79°05'23"E	30.28'	021°49'14"	30.47'
C49	80.00'	S45°00'00"E	113.14'	090°00'00"	125.66'
C50	11.00'	S45°00'00"W	15.56'	090°00'00"	17.28'
C51	11.00'	N45°00'00"W	15.56'	090°00'00"	17.28'
C52	35.00'	N45°00'00"E	49.50'	090°00'00"	54.98'
C53	31.00'	S45°00'00"E	43.84'	090°00'00"	48.69'
C54	55.00'	S45°00'00"E	77.78'	090°00'00"	86.39'
C55	170.00'	N16°19'45"E	95.59'	032°39'30"	96.90'
C56	35.00'	N45°00'00"W	49.50'	090°00'00"	54.98'
C57	142.50'	N11°18'34"E	55.89'	022°37'08"	56.26'
C58	142.50'	N27°38'19"E	24.94'	010°02'22"	24.97'
C59	197.50'	S29°08'52"W	24.19'	007°01'16"	24.20'
C60	197.50'	S17°15'13"W	57.59'	016°46'03"	57.80'
C61	197.50'	S04°26'06"W	30.54'	008°52'12"	30.57'
C62	35.00'	S45°00'00"W	49.50'	090°00'00"	54.98'
C63	197.50'	N08°46'05"E	55.65'	016°11'54"	55.84'
C64	197.50'	N24°45'46"E	54.26'	015°47'28"	54.43'
C65	142.50'	S21°59'07"W	52.78'	021°20'45"	53.09'
C66	142.50'	S05°39'22"W	28.09'	011°18'45"	28.14'
C67	35.00'	S45°00'00"E	49.50'	090°00'00"	54.98'
C68	11.00'	S45°00'00"W	15.56'	090°00'00"	17.28'
C69	200.00'	N88°07'39"E	13.07'	003°44'43"	13.07'
C70	197.50'	N16°19'45"E	111.06'	032°39'30"	112.57'
C71	142.50'	N16°19'45"E	80.13'	032°39'30"	81.22'
C72	142.50'	S16°19'45"W	80.13'	032°39'30"	81.22'
C73	197.50'	S16°19'45"W	111.06'	032°39'30"	112.57'
C96	170.00'	S16°19'45"W	95.59'	032°39'30"	96.90'

LINE TABLE		
LINE	BEARING	LENGTH
L19	N60°22'36"E	10.98'
L20	S39°18'04"W	46.50'
L21	S00°00'00"E	55.00'
L22	S00°00'00"E	55.00'
L23	S00°00'00"E	55.00'
L24	N32°39'30"E	14.00'
L25	N32°39'30"E	14.00'

LINE TABLE		
LINE	BEARING	LENGTH
L26	N00°00'03"E	50.49'
L27	N00°00'00"E	49.77'
L31	N23°39'49"E	13.45'
L32	S00°00'00"E	55.00'
L35	N32°39'30"E	14.00'
L36	N00°00'00"E	50.13'



ALLEN & COMPANY
Founded in 1988

SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com

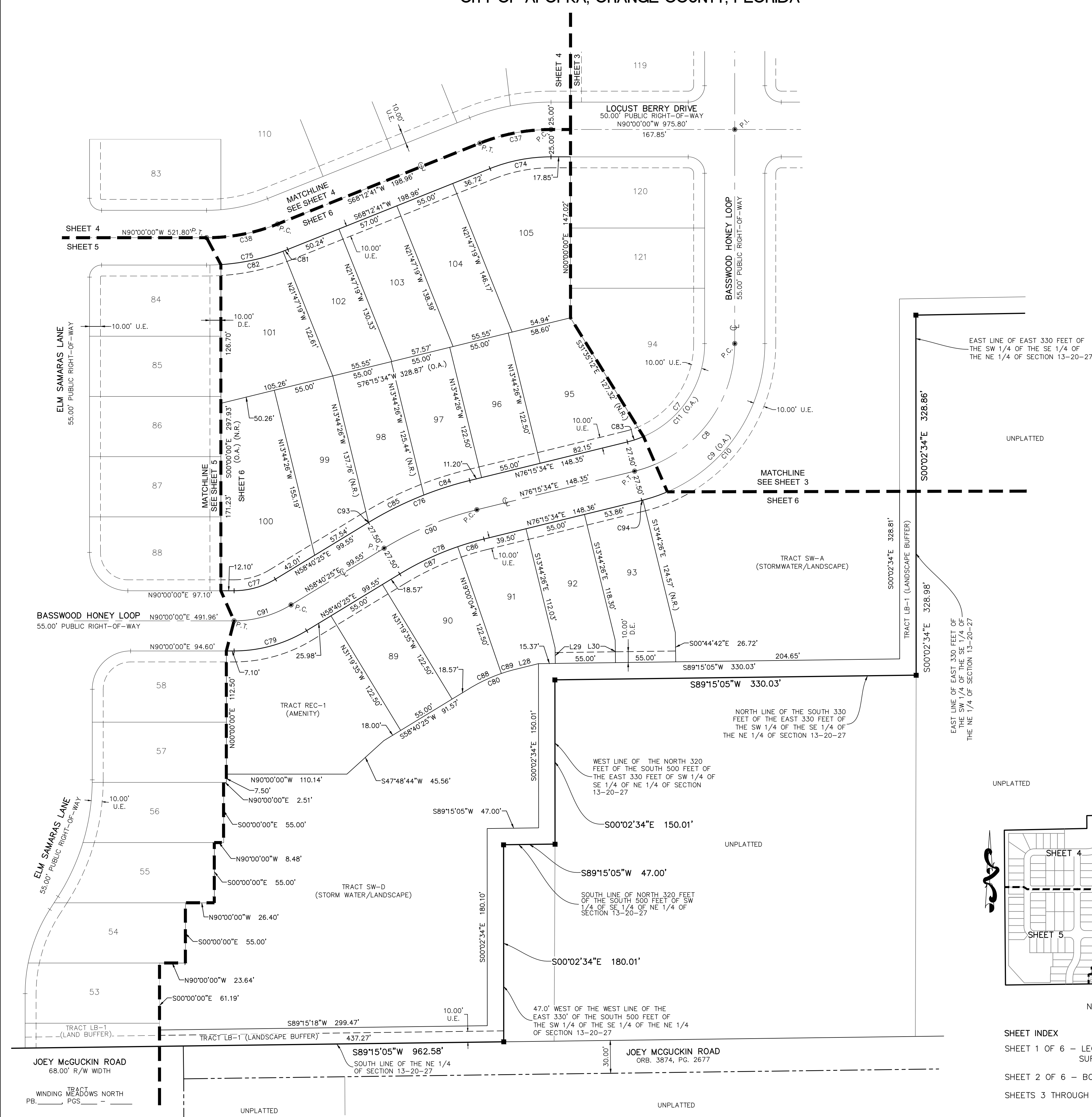
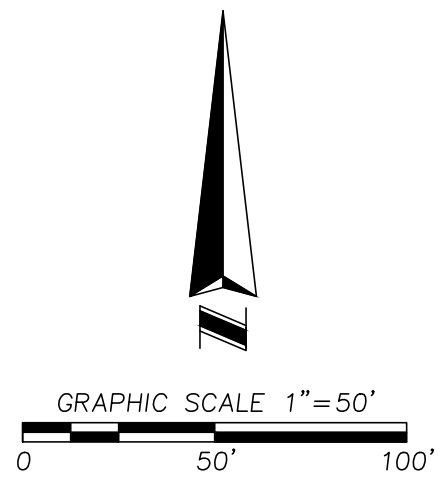
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723

LAUREL OAKS

A PORTION OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOKA, ORANGE COUNTY, FLORIDA

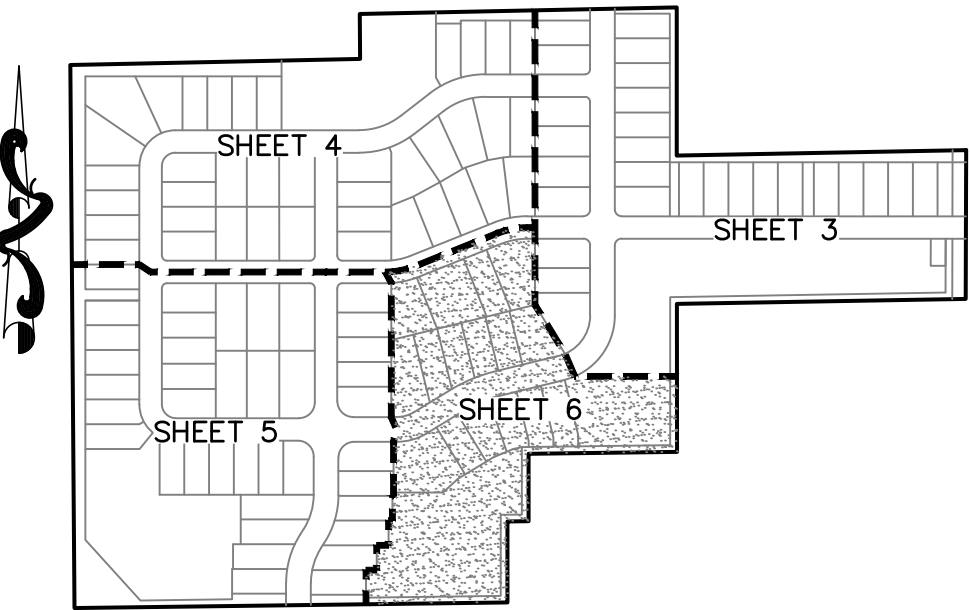
SHEET 6 OF 6

PLAT BOOK _____ PAGE _____



CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C7	92.50'	N33°18'56"E	101.61'	066°37'52"	107.57'
C8	120.00'	N38°07'47"E	148.19'	076°15'34"	159.72'
C9	147.50'	N38°07'47"E	182.15'	076°15'34"	196.32'
C10	147.50'	N37°54'27"E	181.24'	075°48'54"	195.18'
C11	92.50'	N38°07'47"E	114.23'	076°15'34"	123.12'
C37	175.00'	S79°06'21"W	66.15'	021°47'19"	66.55'
C38	175.00'	N79°06'21"E	66.15'	021°47'19"	66.55'
C74	150.00'	S79°06'21"W	56.70'	021°47'19"	57.04'
C75	200.00'	N79°06'21"E	75.60'	021°47'19"	76.06'
C76	327.50'	S67°27'59"W	100.13'	017°35'09"	100.52'
C77	72.50'	N74°20'12"E	39.15'	031°19'35"	39.64'
C78	272.50'	S67°27'59"W	83.31'	017°35'09"	83.64'
C79	127.50'	N74°20'12"E	68.85'	031°19'35"	69.71'
C80	150.00'	S67°27'59"W	45.86'	017°35'09"	46.04'
C81	200.00'	N68°53'34"E	4.76'	001°21'46"	4.76'
C82	200.00'	N77°54'52"E	58.02'	016°40'50"	58.23'
C83	92.50'	N71°26'43"E	15.53'	009°37'42"	15.54'
C84	327.50'	S72°25'00"W	43.90'	007°41'07"	43.93'
C85	327.50'	S63°38'16"W	56.36'	009°52'22"	56.43'
C86	272.50'	S73°37'45"W	25.01'	005°15'38"	25.02'
C87	272.50'	S64°50'10"W	58.51'	012°19'31"	58.62'
C88	150.00'	S64°50'10"W	32.21'	012°19'31"	32.27'
C89	150.00'	S73°37'45"W	13.77'	005°15'38"	13.77'
C90	300.00'	S67°27'59"W	91.72'	017°35'09"	92.08'
C91	100.00'	N74°20'12"E	54.00'	031°19'35"	54.68'
C93	327.50'	S58°41'15"W	0.16'	000°01'41"	0.16'
C94	147.50'	N76°02'14"E	1.14'	000°26'39"	1.14'

LINE TABLE		
LINE	BEARING	LENGTH
L28	S76°00'53"W	21.33'
L29	S00°44'42"E	14.20'
L30	S00°44'42"E	20.46'



KEY MAP
NOT TO SCALE

SHEET INDEX
SHEET 1 OF 6 - LEGAL DESCRIPTION, DEDICATION,
SURVEYOR'S NOTES & LEGEND
SHEET 2 OF 6 - BOUNDARY INFORMATION
SHEETS 3 THROUGH 6 OF 6 - LOT AND TRACT GEOMETRY

ALLEN & COMPANY
Founded in 1988

SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com

16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 2.

Meeting Date: December 6, 2023

Department: Community Development

SUBJECT:

Residences at Emerson Park - Plat

REQUEST:

Approve the Residences at Emerson Park - Plat.

SUMMARY:

Owner(s): Park Square Enterprises, LLC

Applicant(s): VHB c/o James Hoffman, P.E.

Location: 1601 Alston Bay Boulevard

Project: 103 townhome units

Density: 7.23 dwelling units per acre

Project Manager: Jean Sanchez

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	Mixed Use	MU-ES-GT (Mixed-Use - East Shore - Gateway)	Emerson Park Townhomes
East	Mixed Use	MU-ES-GT	Emerson Park Townhomes
South	Mixed Use	MU-ES-GT	Greystone Assisted Living Facility
West	Mixed Use	PD (Planned Development, MU-ES-GT and I-L Light Industrial)	Harmon Road Extension, AdventHealth Hospital and vacant

PROJECT SUMMARY:

The applicant has submitted the Residences at Emerson Park – Plat for consideration of a townhome subdivision of 103 units and 14 tracts for recreation, open space/landscaping, right-of-way, access and drainage easements.. The Major Development Plan was approved by City Council on September 16, 2020 and the Construction Site Plan was approved by the Development Review Committee on April 23, 2021.

In accordance with Land Development Code Section 2.5.2.B.4, Staff finds that the applicant demonstrates there is competent substantial evidence that all of the following standards are met:

- a. The plat and its general layout and design comply with all applicable standards in Article 5: Development Standards, and Article 6: Environmental Standards;
- b. The plat complies with all conditions of approval in any development approval or permit to which it is subject;
- c. The plat conforms to the requirements of Chapter 177, Florida Statutes;
- d. The plat conforms to the Major Development Plan and Construction Site Plan; and
- e. The plat complies with all other applicable standards in this LDC and all other City regulations.

ACCESS:

Access is proposed on Alston Bay Boulevard via Acclaim Road. There is also an emergency access easement on the southwestern portion of the subdivision, adjacent to Greystone Assisted Living Facility.

PUBLIC HEARING SCHEDULE:

November 14, 2023 - Planning Commission (5:30 P.M.)
December 6, 2023 - City Council (1:30 P.M.)

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Development Review Committee:

The Development Review Committee (DRC) recommends approval of the Residences at Emerson Park - Plat, based on the findings and facts in the staff report and exhibits.

Planning Commission:

At its meeting on November 14, 2023, the Planning Commission unanimously recommended approval of the Residences at Emerson Park - Plat, based on the findings and facts in the staff report and exhibits.

Recommended Motion - City Council:

Approve the Residences at Emerson Park - Plat.

ATTACHMENTS:

1. Residences at Emerson Park - Plat
2. Residences at Emerson Park - Vicinity Map
3. Temporary Construction and Emergency Access Easement

RESIDENCES AT EMERSON PARK

A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

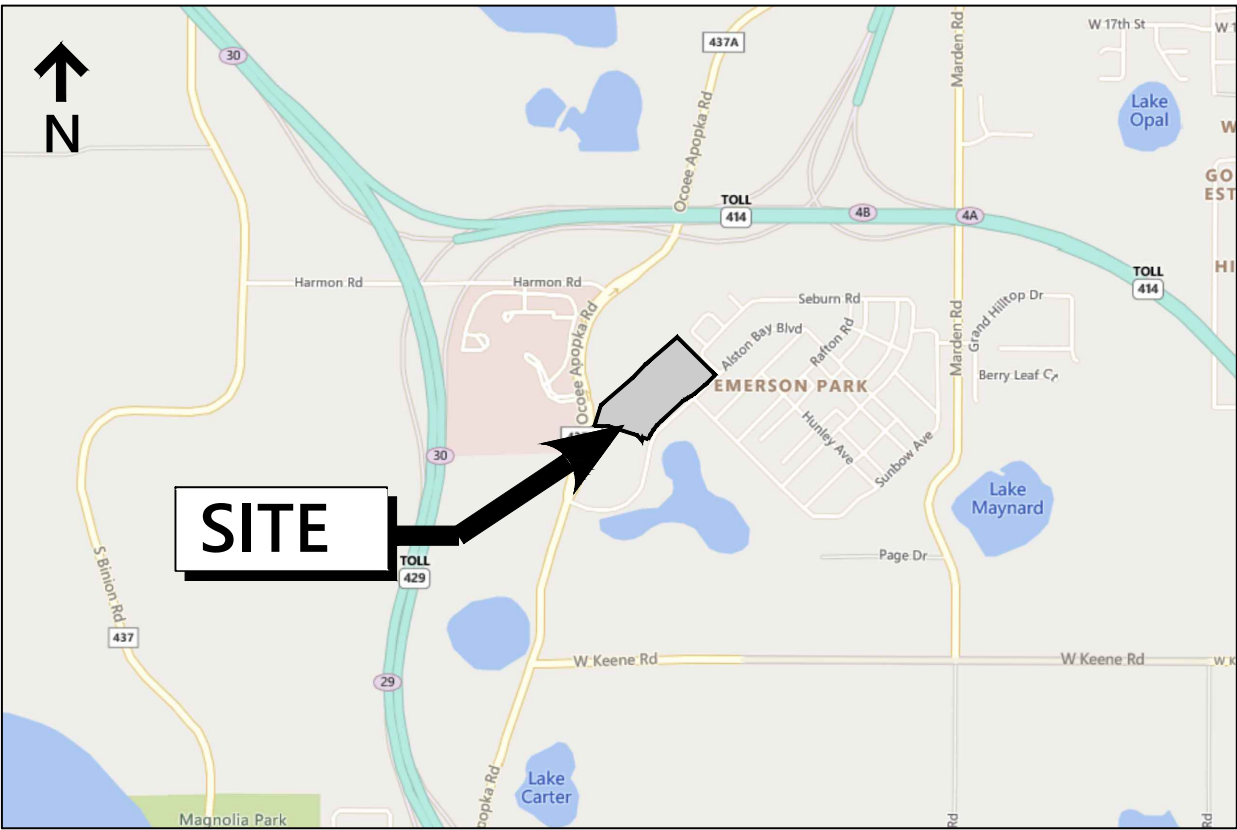
LEGAL DESCRIPTION:

Lot 2, EMERSON PARK TRACT G REPLAT, according to the Plat thereof, as recorded in Plat Book 98, Pages 45 and 46 of the Public Records of Orange County, Florida, also described as follows:

BEGIN at the southwest corner of said Lot 2; thence the following courses along the boundary of said Lot 2, being a point on a non-tangent curve concave westerly, having a radius of 1029.93 feet, a central angle of 0° 25' 25" and a chord of 7.61 feet that bears North 01° 00' 40" East; thence along the arc of said curve a distance of 7.61 feet; thence North 17° 47' 54" East, 221.23 feet; thence North 49° 24' 30" East, 430.83 feet; thence North 43° 41' 52" East, 201.00 feet; thence North 49° 24' 30" East, 433.63 feet; thence South 45° 00' 04" East, 552.92 feet to a point on a non-tangent curve concave northwesterly, having a radius of 25.00 feet, a central angle of 36° 51' 40" and a chord of 15.81 feet that bears South 26° 34' 06" West; thence along the arc of said curve a distance of 16.08 feet to the point of tangency; thence South 44° 59' 56" West, 109.97 feet to the point of curvature of a curve to the right, having a radius of 275.00 feet, a central angle of 5° 34' 56" and a chord of 26.78 feet that bears South 47° 47' 24" West; thence along the arc of said curve a distance of 26.79 feet to the point of tangency; thence South 50° 34' 52" West, 145.74 feet to the point of curvature of a curve to the right, having a radius of 300.00 feet, a central angle of 14° 07' 26" and a chord of 73.77 feet that bears South 57° 38' 36" West; thence along the arc of said curve a distance of 73.95 feet to the point of tangency; thence South 64° 42' 19" West, 17.08 feet to the point of curvature of a curve to the left, having a radius of 145.00 feet, a central angle of 17° 12' 23" and a chord of 43.38 feet that bears South 56° 06' 07" West; thence along the arc of said curve a distance of 43.54 feet to the point of tangency; thence South 47° 29' 56" West, 312.29 feet to the point of curvature of a curve to the left, having a radius of 547.50 feet, a central angle of 24° 29' 18" and a chord of 232.22 feet that bears South 35° 15' 17" West; thence along the arc of said curve a distance of 234.00 feet; thence North 71° 17' 27" West, 56.70 feet; thence South 18° 48' 33" West, 36.00 feet; thence North 40° 31' 28" West, 74.62 feet; thence North 72° 10' 07" West, 309.95 feet; thence North 88° 46' 37" West, 149.91 feet to the POINT OF BEGINNING.

Said parcel contains 14.234 acres, more or less.

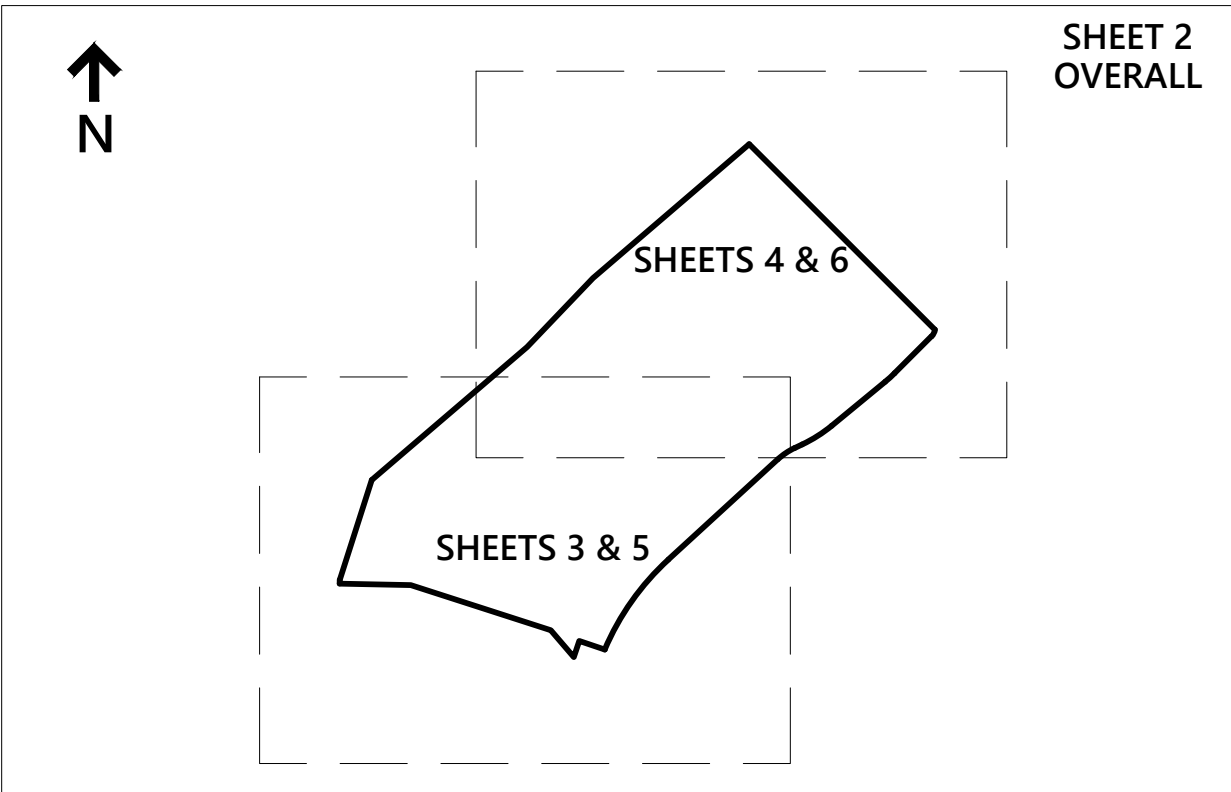
LOCATION MAP
NOT TO SCALE



GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST AS CALCULATED FROM COORDINATE DIFFERENCES BETWEEN CERTIFIED CORNER RECORD 82644 AND CERTIFIED CORNER RECORD 82644, BEING SOUTH 00° 31' 37" WEST, NAD83 DATUM.
- PURSUANT TO F.S. CHAPTER 177.091(28), ALL PLATTED UTILITY 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 THE DAMAGES. THE ABOVE SHALL NOT APPLY TO ANY PRIVATE EASEMENTS, IF ANY, GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. CABLE TELEVISION SERVICES CONSTRUCTION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- A NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, THROUGH AND ACROSS ALL UTILITY EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO AND FOR THE USE BY ALL PUBLIC UTILITY PROVIDERS AND THE CITY OF APOPKA FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING THEIR RESPECTIVE UTILITY FACILITIES WHICH SERVICE THE LANDS ENCOMPASSED BY THIS PLAT.
- COMMON AREAS, AS DEPICTED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RESIDENCES AT EMERSON PARK AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND ANY AMENDMENTS OR SUPPLEMENTS THERETO (DECLARATION) ARE TO BE OWNED AND MAINTAINED BY THE RESIDENCES AT EMERSON PARK HOMEOWNERS' ASSOCIATION INC. (THE ASSOCIATION)
- TRACT A (RIGHT OF WAY) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. THERE IS A DRAINAGE AND UTILITY EASEMENT OVER THE ENTIRE TRACT A.
- TRACTS A-1 SHALL SERVE AS A RECREATION/AMENITY TRACT TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS.
- TRACTS OS-1, OS-4 AND OS-5 SHALL SERVE AS OPEN SPACE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS.
- TRACTS OS-2, OS-3, OS-6, OS-9, AND OS-11 SHALL SERVE AS OPEN SPACE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. A UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED OVER SAID TRACTS.
- TRACTS OS-14 SHALL SERVE AS OPEN SPACE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. A UTILITY, EMERGENCY ACCESS AND DRAINAGE EASEMENT IS HEREBY DEDICATED OVER SAID TRACT TO THE CITY OF APOPKA.
- TRACTS OS-7 AND OS-10 SHALL SERVE AS OPEN SPACE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. A DRAINAGE EASEMENT IS HEREBY DEDICATED OVER SAID TRACTS.
- TRACT OS-13 SHALL SERVE AS OPEN SPACE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSORS OR ASSIGNS. A UTILITY EASEMENT IS HEREBY DEDICATED OVER SAID TRACTS.
- ALL LINES INTERSECTING CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
- THERE IS A 10 FOOT UTILITY EASEMENT RESERVED ALONG THE FRONT OF ALL LOTS AND TRACTS ADJACENT TO ALL RIGHT OF WAY (UNLESS OTHERWISE NOTED).
- DRAINAGE EASEMENTS SHOWN HEREON ARE TO BE OWNED AND MAINTAINED BY THE CITY OF APOPKA.
- WALL EASEMENTS SHOWN HEREON ARE TO BE OWNED AND MAINTAINED BY THE ASSOCIATION, ITS SUCCESSOR OR ASSIGNS.

KEY MAP
NOT TO SCALE



SHEETS

- SHEET 1 = COVER/GENERAL NOTES
SHEET 2 = OVERALL PLAT AND WALL EASEMENTS
SHEETS 3 - 4 = LOT DETAILS
SHEETS 5 - 6 = EASEMENT DETAILS

PROPERTY INFORMATION:

- Memorandum of Agreement by and between Centex Homes and Bright House Networks, LLC, recorded October 11, 2006, in Official Records Book 8911, Page 3565, Public Records of Orange County, Florida. (BLANKET AGREEMENT)
- Declaration of Covenants, Conditions, Restrictions and Easement recorded February 12, 2007, in Official Records Book 9110, Page 2962, Public Records of Orange County, Florida. (NOT PLOTTABLE EASEMENT)
- Emerson Park Partial Assignment and Assumption of Development Duties and Obligations and Development Timing Agreement recorded February 12, 2007 in Official Records Book 9110, Page 2974; Amendment recorded December 28, 2011 in Official Records Book 10312, Page 918, Public Records of Orange County, Florida. (BLANKET AGREEMENT)
- Infrastructure and Easement Agreement recorded February 12, 2007 in Official Records Book 9110, Page 2983, Public Records of Orange County, Florida.(AS SHOWN)
- Property Development Agreement recorded August 30, 2018 in Instrument No. 20180518925, Public Records of Orange County, Florida. (NOT PLOTTABLE EASEMENT)
- Reciprocal Easements, Covenants and Restrictions Agreement recorded February 26, 2019 in Instrument No. 20190116228, Public Records of Orange County, Florida.

CERTIFICATE OF REVIEW
BY CITY SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part 1 of the Florida Statutes and that said plat complies 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.

Signature: _____ Date: _____

Print Name: Andrew A. Perry, P.S.M.
Professional Surveyor and Mapper
Registration Number: 6124

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a licensed surveyor and mapper, do hereby certify that on January 19, 2021 I completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a true and correct representation of the lands surveyed and platted and was prepared under my direction and supervision; that permanent reference monuments have been placed as shown thereon; and this plat complies with all the survey requirements of Chapter 177, Florida Statutes; and that said land is located in the City of Apopka, Orange County, Florida.

By: _____ Date: _____

Surveyors Name: WM. DAVID McCRARY, JR., P.S.M.
Registration Number: 4853
Florida Professional Surveyor and Mapper
Registration Number Of Legal Entity: L.B. 7153
Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, Florida 32801

PLAT
BOOK PAGE

RESIDENCES AT EMERSON PARK

DEDICATION:

THIS is to certify that the undersigned Park Square Enterprises, LLC, a Delaware limited liability company hereafter referred to as "Owner" is the lawful owner of the lands described in the caption hereon, and that it has caused the same to be surveyed, and this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands.

An Access and Utility Easement across Tract A (Right of Way) is dedicated to the perpetual use of the public for installation and maintenance of all utilities and all applicable governmental agencies, and for the benefit of delivery pickup services, fire protection services, ambulance services, or public utility for installation and maintenance of their respective facilities.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested by the Officer named below and it's corporate seal to be affixed hereto on _____.

By: _____ Park Square Enterprises, LLC, a
Vishal Gupta, Delaware limited liability company
Manager of Park Square 5200 Vineland Road, Suite 200
Enterprises, LLC, a Delaware Orlando, Florida 32811
limited liability company

Signed and sealed in the presence of: _____

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, that on _____ 2023, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ of Park Square Enterprises, LLC, a Delaware limited liability company, who is personally known to me or has produced the following identification: _____ and he did / did not take an oath that he is the person described in an who executed the foregoing Dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC: _____
Printed Name: _____

My Commission expires: _____

Commission Number: _____

CERTIFICATE OF APPROVAL BY
PLANNING COMMISSION

Examined and Approved _____
Chairman Date

CERTIFICATE OF APPROVAL
BY CITY ENGINEER

Examined and Approved _____
Richard Earp, P.E. Date

CERTIFICATE OF APPROVAL
BY MUNICIPALITY

THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the Municipality.

Mayor _____

Attest: _____
City Clerk

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County

Official Records on _____ 2023,

Document Number: _____

County Comptroller in and for Orange County, Florida.

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.



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Licensed Business LB7153

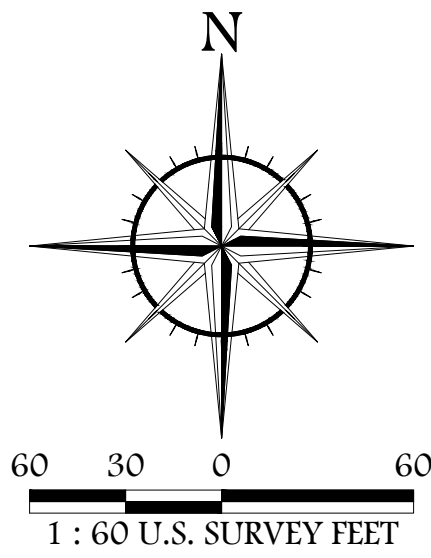
RESIDENCES AT EMERSON PARK

A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 2 OF 6

PLAT
BOOK

PAGE



LEGEND

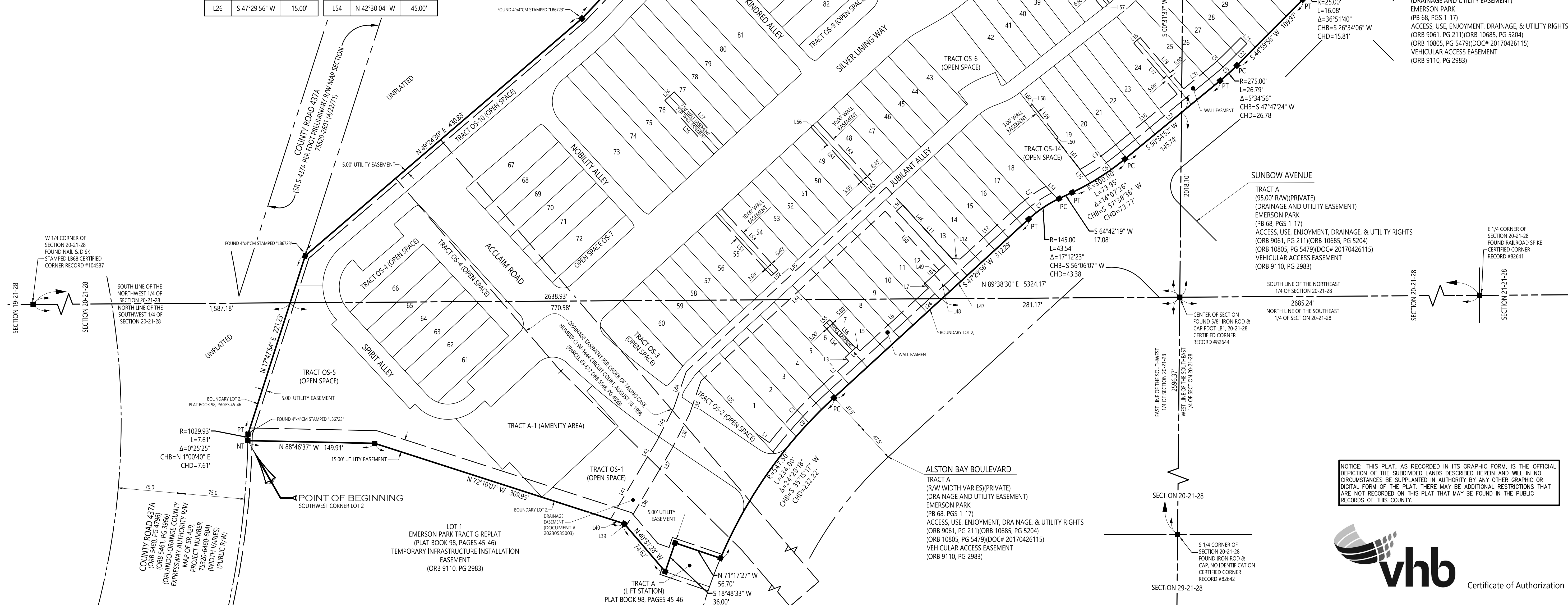
CHB	= CURVE CHORD BEARING
CHD	= CURVE CHORD DISTANCE
CMON	= CONCRETE MONUMENT
DOC	= DOCUMENT
D.E.	= DRAINAGE EASEMENT
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION
U.D.E.	= UTILITY & DRAINAGE EASEMENT
L	= CURVE LENGTH
LB	= LICENSED BUSINESS
NT	= NON-TANGENT
ORB	= OFFICIAL RECORDS BOOK
PG	= PAGE
PGS	= PAGES
PB	= PLAT BOOK
PC	= POINT OF CURVATURE
PCP	= PERMANENT CONTROL POINT
PRM	= PERMANENT REFERENCE MONUMENT
PI	= POINT OF INTERSECTION
PT	= POINT OF TANGENCY
R	= CURVE RADIUS
(R)	= RADIAL
R/W	= RIGHT OF WAY
SR	= STATE ROAD
U.E.	= UTILITY EASEMENT
Δ	= CURVE DELTA ANGLE
SET MAG NAIL AND DISC "PCP LB 7153"	= SET MAG NAIL AND DISC "PCP LB 7153"
SET 4" X 4" CMON WITH NAIL & DISC "VHB PRM LB 7153"	= SET 4" X 4" CMON WITH NAIL & DISC "VHB PRM LB 7153"
—	= CENTERLINE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 55°55'22" E	19.19'
L2	N 47°30'05" E	41.93'
L3	N 42°29'58" W	6.25'
L4	N 47°30'02" E	18.00'
L5	S 42°30'04" E	6.25'
L6	N 47°30'05" E	109.77'
L7	N 42°57'40" W	6.96'
L8	N 47°02'22" E	33.88'
L10	N 47°29'56" E	10.46'
L11	S 42°30'04" E	85.88'
L12	S 87°30'00" E	9.63'
L13	N 47°30'05" E	91.54'
L14	S 42°30'04" E	10.35'
L15	N 38°00'13" W	10.11'
L16	N 50°35'01" E	96.45'
L17	N 40°26'17" W	79.27'
L18	N 49°33'43" E	10.00'
L19	S 40°26'17" E	79.45'
L20	N 50°35'01" E	39.28'
L21	S 44°59'55" E	10.00'
L22	S 45°00'05" W	26.59'
L23	S 50°35'01" W	145.74'
L24	S 47°30'05" W	312.29'
L25	S 42°30'04" E	85.91'
L26	S 47°29'56" W	15.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L27	N 42°30'04" W	85.91'
L31	S 40°09'23" E	106.17'
L32	N 40°09'23" W	106.36'
L33	N 42°30'04" W	99.90'
L34	S 47°21'09" W	296.12'
L35	S 19°01'57" W	41.34'
L36	S 27°01'01" W	46.66'
L37	S 30°38'49" W	37.39'
L38	S 30°43'08" W	67.88'
L39	N 40°31'28" W	3.49'
L40	N 72°10'07" W	17.13'
L41	N 30°43'08" E	70.56'
L42	N 30°38'49" E	36.74'
L43	N 27°01'01" E	44.63'
L44	N 19°01'57" E	44.99'
L45	N 47°21'09" E	321.22'
L46	S 42°30'04" E	141.53'
L47	S 47°29'56" W	27.66'
L48	N 42°57'39" W	27.02'
L49	N 47°02'22" E	7.81'
L50	N 42°27'35" W	94.40'
L51	S 42°30'04" E	98.00'
L52	N 47°29'56" E	10.00'
L53	N 42°30'04" W	98.00'
L54	N 42°30'04" W	45.00'

Parcel Curve Data					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C1	567.50'	92.43'	9° 19' 56"	N 42°50'06" E	92.33'
C2	165.00'	41.67'	14° 28' 11"	N 54°44'10" E	41.56'
C3	280.00'	49.33'	10° 05' 43"	N 55°37'53" E	49.27'
C4	255.00'	24.84'	5° 34' 56"	N 47°47'33" E	24.83'
C5	265.00'	25.82'	5° 34' 56"	S 47°47'33" W	25.81'
C6	290.00'	49.57'	9° 47' 37"	S 55°28'50" W	49.51'
C7	155.00'	41.73'	15° 25' 34"	S 55°12'51" W	41.61'
C8	557.50'	96.97'	9° 57' 57"	S 42°31'06" W	96.85'

LINE TABLE		
LINE #	BEARING	DISTANCE
L55	N 47°29'56" E	10.00'
L56	S 42°30'04" E	45.00'
L57	S 51°59'47" W	6.71'
L58	S 51°59'47" W	3.00'
L59	N 38°00'13" W	49.62'
L60	N 47°30'12" E	2.55'
L61	N 38°00'13" W	45.42'
L62	S 38°00'13" E	20.12'
L63	N 42°32'44" W	105.00'
L64	S 42°32'44" E	105.00'
L65	N 47°29'56" E	10.00'
L66	S 47°29'56" W	3.61'



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.



RESIDENCES AT EMERSON PARK

SHEET 3 OF 6

PLAT
BOOK

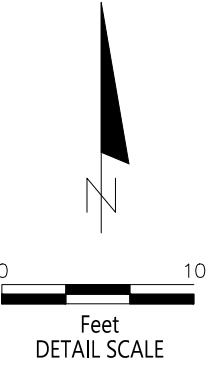
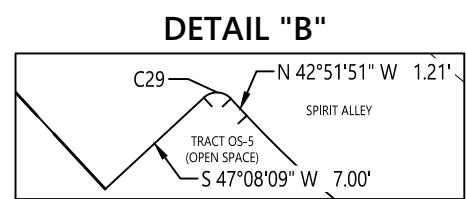
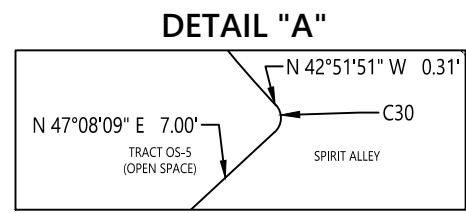
PAGE

A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

CURVE TABLE					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C1	900.00'	21.05'	1°20'25"	S 55°15'09" E	21.05'
C2	900.00'	155.39'	9°53'34"	S 49°38'10" E	155.20'
C3	900.00'	4.93'	0°18'51"	S 44°31'58" E	4.93'
C4	900.00'	29.44'	1°52'28"	S 43°26'18" E	29.44'
C5	42.00'	65.97'	90°00'00"	S 87°51'51" E	59.40'
C6	49.00'	78.91'	92°16'20"	S 3°16'20" W	70.66'
C7	510.00'	50.83'	5°42'38"	N 46°33'11" E	50.81'
C8	490.00'	37.33'	4°21'53"	S 45°52'48" W	37.32'
C19	547.50'	49.80'	5°12'41"	S 36°40'59" W	49.78'
C20	547.50'	49.80'	5°12'41"	S 31°28'18" W	49.78'
C21	547.50'	55.95'	5°51'20"	S 25°56'18" W	55.93'
C22	25.00'	37.00'	84°47'19"	N 13°31'42" W	33.71'
C23	927.00'	104.81'	6°28'42"	S 52°41'01" E	104.76'
C24	927.00'	40.45'	2°30'00"	S 48°11'40" E	40.44'
C25	25.00'	37.49'	85°55'11"	N 89°54'15" W	34.07'
C26	51.00'	28.97'	32°33'01"	N 63°24'40" E	28.59'
C27	51.00'	51.14'	57°26'59"	S 71°35'20" E	49.02'
C28	51.00'	80.11'	90°00'00"	S 87°51'51" E	72.12'
C29	1.00'	1.57'	90°00'00"	N 87°51'51" W	1.41'
C30	1.00'	1.57'	90°00'00"	N 2°08'09" E	1.41'
C31	58.00'	44.05'	43°30'38"	S 21°06'32" E	42.99'
C32	58.00'	49.36'	48°45'43"	S 25°01'38" W	47.88'
C33	58.00'	93.41'	92°16'20"	S 3°16'20" W	83.63'
C34	40.00'	64.42'	92°16'20"	S 3°16'20" W	57.68'
C35	1.00'	1.57'	90°00'00"	N 85°35'30" W	1.41'
C36	1.00'	1.57'	90°00'00"	S 4°24'30" W	1.41'
C37	23.00'	9.58'	23°51'43"	S 61°20'21" W	9.51'
C38	15.00'	23.47'	89°38'14"	N 2°19'02" E	21.15'
C39	33.00'	37.38'	64°53'50"	N 79°35'04" E	35.41'
C40	33.00'	14.46'	25°06'10"	S 55°24'56" E	14.34'
C41	33.00'	51.84'	90°00'00"	S 87°51'51" E	46.67'
C42	15.00'	23.56'	90°00'00"	S 87°30'04" E	21.21'
C43	2.00'	3.21'	91°54'34"	S 3°27'13" W	2.88'
C44	33.00'	9.06'	15°43'49"	N 50°21'59" W	9.03'
C45	23.00'	10.35'	25°46'17"	N 29°36'56" W	10.26'
C46	23.00'	10.35'	25°46'17"	S 55°23'13" E	10.26'
C47	33.00'	52.94'	91°54'34"	S 3°27'13" W	47.44'
C48	520.00'	10.24'	1°07'40"	N 48°50'39" E	10.24'
C49	520.00'	29.51'	3°15'04"	N 46°39'17" E	29.50'
C50	520.00'	12.08'	1°19'53"	N 44°21'48" E	12.08'
C51	33.00'	54.03'	93°48'04"	N 89°24'06" W	48.19'
C52	23.00'	10.35'	25°46'17"	N 29°36'56" W	10.26'
C53	23.00'	10.35'	25°46'17"	S 55°23'13" E	10.26'
C54	33.00'	7.97'	13°50'19"	S 35°34'55" E	7.95'
C55	457.00'	34.81'	4°21'53"	S 45°52'48" W	34.81'
C81	15.00'	24.90'	95°06'23"	S 0°03'16" E	22.14'
C82	873.00'	94.38'	6°11'39"	S 50°42'18" E	94.33'
C83	23.00'	11.19'	27°52'45"	N 48°42'41" E	11.08'
C96	927.00'	145.26'	8°58'41"	S 51°26'01" E	145.11'
C100	500.00'	49.83'	5°42'38"	N 46°33'11" E	49.81'
C104	23.00'	10.67'	26°35'01"	S 21°35'51" W	10.58'
C105	25.00'	17.73'	40°37'29"	S 76°14'06" E	17.36'
C106	25.00'	19.27'	44°09'50"	N 61°22'14" E	18.80'
C107	25.00'	37.00'	84°47'19"	N 81°40'59" E	33.71'
C108	547.50'	14.37'	1°30'15"	S 40°02'27" W	14.37'
C109	547.50'	22.10'	2°18'47"	S 41°56'58" W	22.10'
C110	547.50'	22.04'	2°18'22"	S 44°15'33" W	22.04'
C111	547.50'	19.94'	2°05'11"	S 46°27'20" W	19.94'
C127	500.00'	38.09'	4°21'53"	S 45°52'48" W	38.08'
C128	41.29'	9.61'	13°20'04"	S 41°34'42" W	9.59'

CURVE TABLE					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C130	58.99'	3.44'	3°20'35"	N 36°33'33" E	3.44'
C131	58.99'	9.54'	9°16'10"	N 42°51'55" E	9.53'
C132	58.99'	12.98'	12°36'45"	N 41°11'38" E	12.96'
C133	50.00'	11.00'	12°36'36"	S 41°11'38" W	10.98'

LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L3	N 42°51'51" W	10.00'	L86	S 34°53'46" W	54.07'
L4	N 42°51'51" W	13.00'	L98	S 34°53'20" W	16.86'
L5	N 40°35'30" W	17.00'	L122	N 34°53'20" E	16.12'
L6	S 40°35'30" E	17.00'	L218	S 53°57'14" E	45.33'
L71	S 49°24'30" W	1.68'	L219	S 25°12'02" W	29.18'
L72	S 49°24'30" W	27.30'	L220	S 83°02'20" E	44.72'



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.



RESIDENCES AT EMERSON PARK

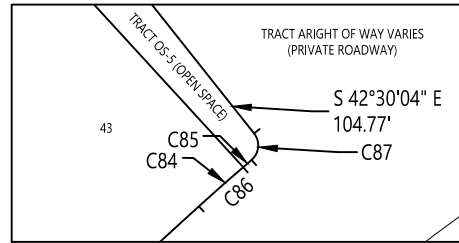
A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 4 OF 6

PLAT
BOOK

PAGE

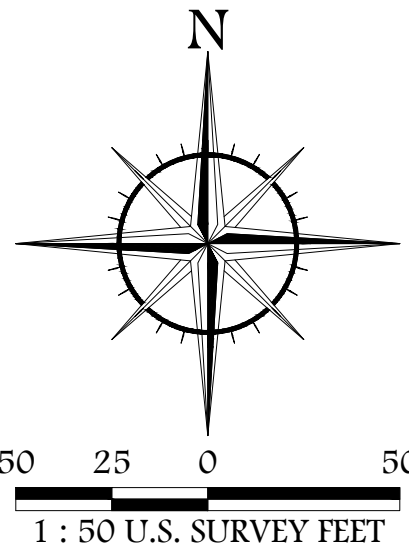
DETAIL "C"



0 10
Feet
DETAIL SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 60°38'39" W	23.58'
L7	S 38°25'02" E	17.03'
L8	S 68°27'14" W	11.26'
L9	N 23°59'09" W	16.97'
L11	S 68°27'14" W	11.26'
L87	S 68°27'14" W	11.26'
L221	N 2°59'10" W	42.43'
L230	N 72°36'31" E	29.82'

CURVE TABLE					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C8	490.00'	37.33'	4°21'53"	S 45°52'48" W	37.32'
C9	43.00'	67.13'	89°26'58"	N 87°12'46" W	60.52'
C11	700.00'	48.20'	3°56'44"	N 49°05'59" E	48.20'
C12	700.00'	11.29'	0°55'26"	N 51°32'04" E	11.29'
C13	700.00'	59.49'	4°52'11"	N 49°33'42" E	59.48'
C14	230.00'	33.13'	8°15'11"	N 56°07'23" E	33.10'
C15	127.00'	29.14'	13°08'43"	S 54°04'17" W	29.07'
C51	33.00'	54.03'	93°48'04"	N 89°24'06" W	48.19'
C52	23.00'	10.35'	25°46'17"	N 29°36'56" W	10.26'
C53	23.00'	10.35'	25°46'17"	S 55°23'13" E	10.26'
C54	33.00'	7.97'	13°50'19"	S 35°34'55" E	7.95'
C55	457.00'	34.81'	4°21'53"	S 45°52'48" W	34.81'
C56	25.00'	39.27'	90°00'00"	N 2°29'56" E	35.36'
C57	25.00'	37.31'	85°30'08"	S 85°15'09" E	33.94'
C58	23.00'	10.57'	26°20'07"	S 34°53'42" W	10.48'
C59	33.00'	51.51'	89°26'11"	N 87°13'10" W	46.44'
C60	23.00'	12.15'	30°16'09"	N 27°22'00" W	12.01'
C61	23.00'	9.62'	23°57'39"	S 54°28'54" E	9.55'
C62	53.00'	26.19'	28°18'27"	N 56°39'00" W	25.92'
C63	53.00'	56.55'	61°08'01"	S 78°37'45" W	53.91'
C64	53.00'	82.74'	89°26'28"	N 87°13'01" W	74.59'
C66	673.00'	36.03'	3°04'03"	N 48°39'38" E	36.03'
C71	727.00'	18.21'	1°26'06"	N 47°50'40" E	18.21'
C72	727.00'	28.84'	2°16'21"	N 49°41'53" E	28.83'
C73	727.00'	14.74'	1°09'43"	N 51°24'56" E	14.74'
C74	727.00'	61.79'	4°52'11"	N 49°33'42" E	61.77'
C75	257.00'	16.26'	3°37'33"	N 53°48'34" E	16.26'
C76	257.00'	22.53'	5°01'19"	N 58°07'59" E	22.52'
C77	257.00'	38.79'	8°38'52"	N 56°19'13" E	38.75'
C78	100.00'	15.44'	8°50'39"	S 56°13'19" W	15.42'
C79	100.00'	7.51'	4°18'04"	S 49°38'58" W	7.51'
C80	100.00'	22.94'	13°08'43"	S 54°04'17" W	22.89'
C84	94.00'	3.08'	1°52'32"	S 48°29'04" W	3.08'
C85	94.00'	0.58'	0°21'15"	S 49°35'46" W	0.58'
C86	94.00'	3.66'	2°13'47"	S 48°39'44" W	3.66'
C87	1.00'	1.53'	87°34'32"	N 5°21'51" E	1.38'
C88	112.00'	34.98'	17°53'39"	S 59°30'24" W	34.84'
C89	37.00'	3.58'	5°32'18"	N 65°41'05" E	3.58'
C90	1.00'	1.63'	93°11'05"	S 70°34'42" E	1.45'
C91	55.00'	6.02'	6°16'32"	N 59°41'27" E	6.02'
C92	55.00'	4.37'	4°33'20"	N 54°16'28" E	4.37'
C93	55.00'	10.40'	10°49'58"	N 57°24'46" E	10.38'
C94	300.00'	25.50'	4°52'11"	N 49°33'42" E	25.49'
C95	318.00'	26.90'	4°50'47"	N 49°34'24" E	26.89'
C97	318.00'	0.13'	0°01'24"	N 47°08'19" E	0.13'
C98	73.00'	20.97'	16°27'28"	N 60°13'31" E	20.90'
C99	76.00'	7.26'	5°28'22"	S 50°14'07" W	7.26'
C101	76.00'	20.54'	15°28'56"	S 60°42'46" W	20.47'
C102	76.00'	27.80'	20°57'18"	S 57°58'35" W	27.64'
C112	145.00'	11.79'	4°39'31"	S 49°49'41" W	11.79'
C113	145.00'	30.07'	11°52'49"	S 58°05'51" W	30.01'
C114	145.00'	1.69'	0°40'03"	S 64°22'17" W	1.69'
C115	300.00'	24.20'	4°37'19"	N 62°23'39" E	24.19'
C116	300.00'	29.70'	5°40'19"	N 57°14'50" E	29.69'
C117	300.00'	20.05'	3°49'48"	N 52°29'47" E	20.05'
C118	275.00'	13.44'	2°47'57"	N 49°10'53" E	13.43'
C119	275.00'	13.36'	2°46'59"	N 46°23'25" E	13.36'
C120	230.00'	1.58'	0°23'40"	N 60°26'49" E	1.58'
C121	230.00'	34.71'	8°38'52"	N 56°19'13" E	34.68'
C122	33.00'	49.94'	86°42'14"	N 88°35'08" W	45.31'
C123	33.00'	1.57'	2°43'57"	N 43°52'03" W	1.57'
C127	500.00'	38.09'	4°21'53"	S 45°52'48" W	38.08'
C134	85.00'	31.09'	20°57'18"	S 57°58'35" W	30.91'
C135	64.00'	18.38'	16°27'28"	N 60°13'31" E	18.32'
C136	309.00'	26.26'	4°52'11"	N 49°33'42" E	26.25'



1 : 50 U.S. SURVEY FEET

LEGEND

- CHB = CURVE CHORD BEARING
- CHD = CURVE CHORD DISTANCE
- CMON = CONCRETE MONUMENT
- DOC = DOCUMENT
- D.E. = DRAINAGE EASEMENT
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- U.D.E. = UTILITY & DRAINAGE EASEMENT
- L = CURVE LENGTH
- LB = LICENSED BUSINESS
- NT = NON-TANGENT
 ORB = OFFICIAL RECORDS BOOK | PG = PAGE | PGS = PAGES | PB = PLAT BOOK | PC = POINT OF CURVATURE | PCP = PERMANENT CONTROL POINT | PRM = PERMANENT REFERENCE MONUMENT | PI = POINT OF INTERSECTION | PT = POINT OF TANGENCY | R = CURVE RADIUS | R/W = RIGHT OF WAY | SR = STATE ROAD- U.E. = UTILITY EASEMENT - Δ = CURVE DELTA ANGLE - = SET MAG NAIL AND DISC "PCP LB 7153" - = SET 4" X 4" CMON WITH NAIL & DISC "VHB PRM LB 7153" - C— = CENTERLINE |

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.



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Licensed Business LB7153

MATCHLINE SEE
SHEET 3 OF 6

RESIDENCES AT EMERSON PARK

SHEET 5 OF 6

PLAT
BOOK

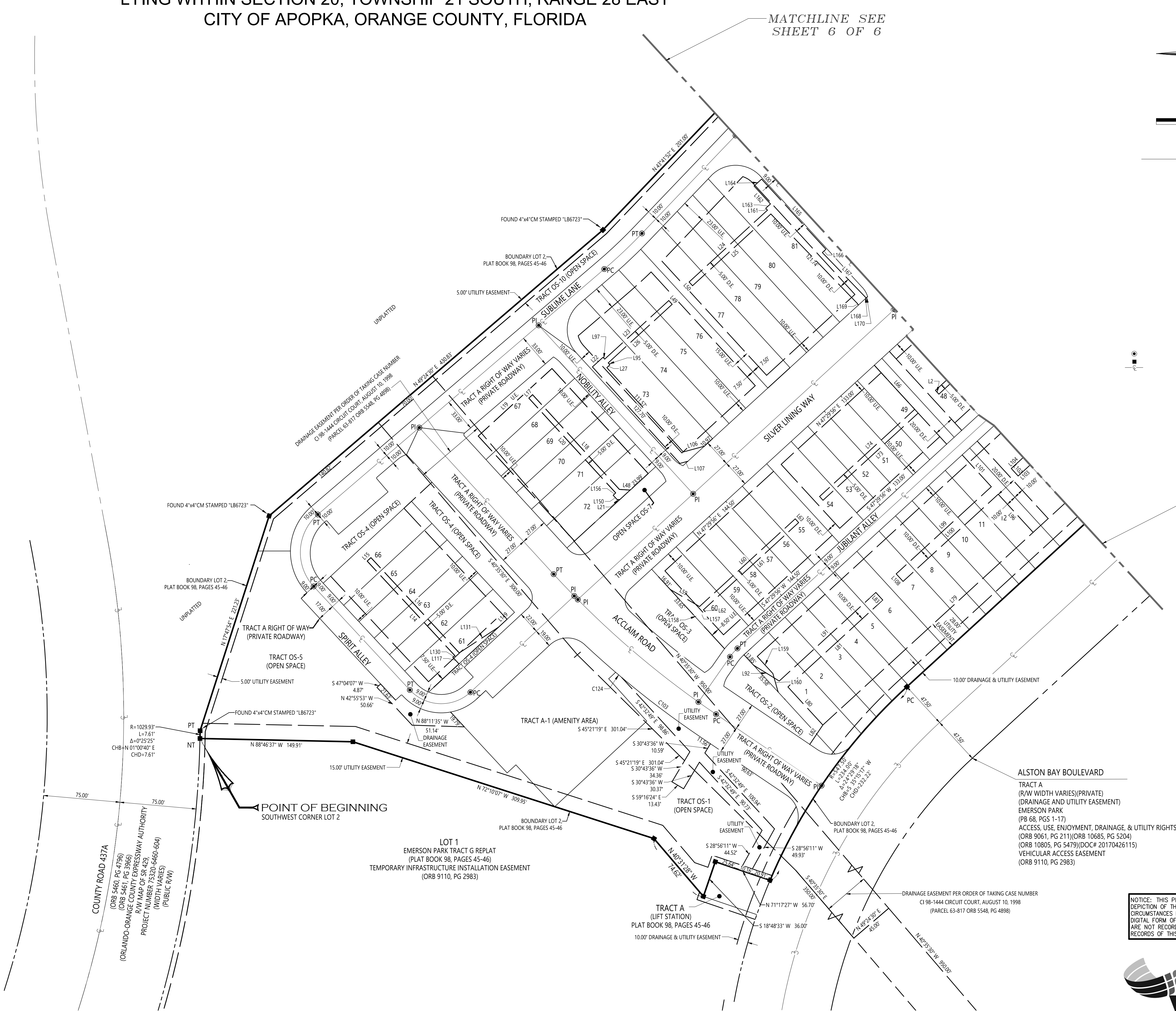
PAGE

A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N 42°26'50" W	5.00'
L14	S 42°50'09" E	126.52'
L15	N 46°57'47" E	5.00'
L16	S 42°50'02" E	127.38'
L17	N 47°29'56" E	5.00'
L18	N 42°30'04" W	125.95'
L19	N 47°29'56" E	98.00'
L20	N 42°30'04" W	126.04'
L21	S 86°34'03" E	2.54'
L22	N 47°49'50" E	14.01'
L23	N 47°33'32" E	85.08'
L24	N 47°29'27" E	104.18'
L25	N 47°29'55" E	104.14'
L26	N 47°29'56" E	85.06'
L27	N 47°31'49" E	4.07'
L48	S 86°34'03" E	10.56'
L49	S 42°15'41" E	5.00'
L50	S 42°26'49" E	5.00'
L59	N 59°47'17" W	33.26'
L60	N 47°29'59" E	127.22'
L61	N 47°29'59" E	126.60'
L62	N 42°30'04" W	2.50'
L63	N 42°30'00" W	5.00'
L66	S 42°30'04" E	58.67'
L73	N 47°29'56" E	126.50'
L74	N 47°29'56" E	126.50'
L75	S 42°30'04" E	3.11'
L77	S 42°30'04" E	3.11'
L78	N 47°29'56" E	31.77'
L79	N 47°29'56" E	355.73'
L80	S 42°30'04" E	50.67'
L81	S 47°29'56" W	126.08'
L82	N 34°04'38" E	22.91'
L83	N 42°30'04" W	10.00'
L91	N 47°29'56" E	128.45'
L92	S 58°17'23" E	29.60'
L93	S 42°30'04" E	21.41'
L94	N 47°29'56" E	4.50'
L95	S 42°28'11" E	2.50'
L96	S 42°30'04" E	50.67'

LINE TABLE		
LINE #	BEARING	DISTANCE
L97	S 42°26'28" E	2.43'
L99	N 47°29'56" E	126.50'
L100	N 47°29'56" E	126.50'
L101	S 42°30'04" E	42.33'
L102	N 42°30'04" W	10.00'
L106	N 74°46'20" E	21.37'
L107	N 74°46'20" E	8.11'
L108	N 42°30'04" W	10.00'
L117	S 42°51'51" E	9.00'
L130	S 57°31'59" W	2.59'
L131	S 56°43'14" W	46.18'
L149	N 47°08'09" E	21.20'
L150	S 42°30'04" E	5.67'
L151	S 42°30'04" E	1.65'
L152	N 47°29'56" E	2.37'
L156	S 47°29'56" W	3.34'
L157	S 47°30'23" W	8.76'
L158	N 59°47'17" W	5.87'
L159	N 42°30'04" W	22.73'
L160	N 15°45'24" W	18.70'
L161	N 42°30'04" W	2.50'
L162	N 42°30'04" W	23.81'
L163	N 47°29'27" E	6.33'
L164	N 47°29'56" E	10.00'
L165	S 42°30'04" E	93.32'
L166	S 47°29'56" W	4.73'
L167	S 44°01'27" E	60.25'
L168	S 34°56'01" E	1.59'
L169	N 34°56'01" W	2.12'
L170	N 47°29'56" E	2.13'

CURVE TABLE					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C103	927.00'	97.04'	5°59'52"	S 52°55'25" E	97.00'
C124	927.00'	7.77'	0°28'49"	S 49°41'05" E	7.77'



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.



Certificate of Authorization

RESIDENCES AT EMERSON PARK

A REPLAT OF LOT 2, EMERSON PARK TRACT G REPLAT, PLAT BOOK 98, PAGES 45 THROUGH 46,
LYING WITHIN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

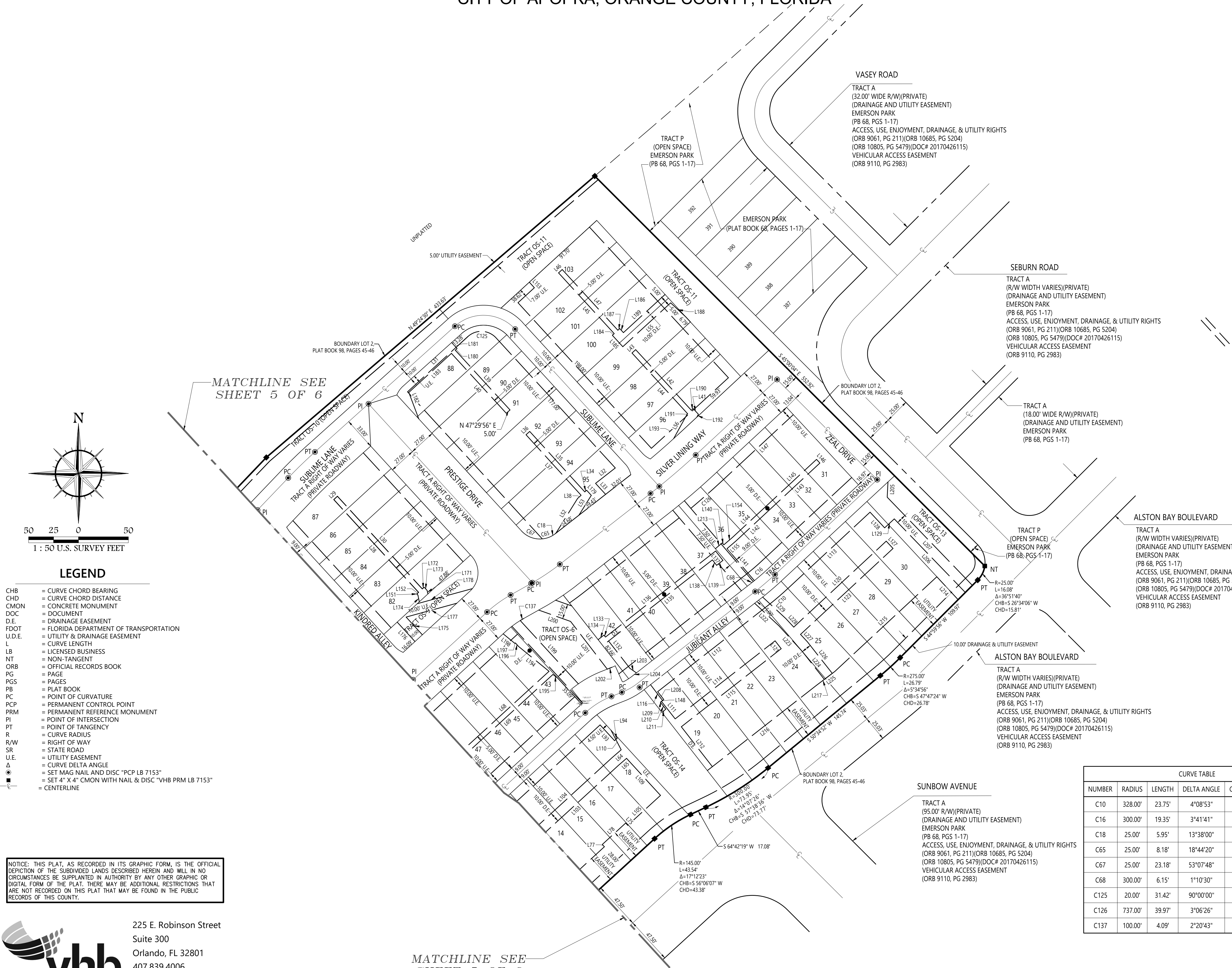
SHEET 6 OF 6

PLAT
BOOK

PAGE

LINE TABLE		
LINE #	BEARING	DISTANCE
L10	S 55°21'24" W	17.64'
L12	S 51°59'47" W	115.96'
L13	N 38°00'13" W	10.00'
L28	S 42°25'20" E	126.00'
L29	N 47°29'56" E	4.92'
L30	S 42°30'04" E	126.00'
L31	S 47°29'56" W	82.00'
L32	N 52°02'42" E	25.13'
L33	S 42°30'04" E	14.94'
L34	N 47°29'56" E	2.50'
L35	S 42°19'31" E	81.99'
L36	N 47°40'29" E	5.00'
L37	N 42°19'31" W	82.02'
L38	N 47°40'29" E	4.76'
L39	S 42°30'04" E	81.30'
L40	S 42°30'04" E	81.49'
L41	N 42°30'04" W	7.73'
L42	S 42°34'09" E	82.54'
L43	N 47°25'51" E	5.00'
L44	N 42°30'04" W	82.60'
L45	N 42°30'04" W	82.60'
L46	N 47°29'56" E	5.00'
L47	N 42°30'04" W	82.60'
L51	N 51°59'47" E	116.25'
L52	N 31°57'13" E	41.03'
L53	S 31°57'13" W	23.54'
L55	S 47°29'59" W	65.04'
L56	N 28°47'36" E	27.80'
L57	S 55°21'24" W	17.35'
L64	S 49°06'52" W	12.67'
L65	S 49°06'52" W	10.99'
L68	N 47°33'10" E	130.65'
L69	N 47°33'10" E	131.43'
L103	S 47°29'56" W	114.93'
L104	S 47°29'56" W	115.07'
L105	N 47°29'56" E	44.50'
L109	N 42°30'04" W	50.36'
L110	S 27°24'01" E	22.13'
L111	S 38°00'13" E	22.29'
L112	S 51°59'47" W	142.87'
L113	S 47°07'37" W	112.38'
L114	N 51°59'47" E	127.10'
L115	N 51°59'47" E	127.10'
L116	S 37°13'31" E	20.00'
L118	S 42°38'10" E	15.31'
L119	S 42°38'10" E	4.51'
L120	N 47°05'58" E	126.59'
L121	S 38°00'13" E	10.00'
L123	S 47°05'59" W	126.60'
L124	N 47°07'37" E	115.00'
L125	N 47°07'37" E	115.00'
L126	S 42°52'23" E	10.00'
L127	N 42°54'01" W	10.00'
L128	N 42°52'23" W	21.47'
L129	S 47°07'37" W	13.20'
L132	S 38°00'13" E	34.62'
L133	S 38°00'13" E	2.50'
L134	N 51°59'47" E	7.40'
L135	N 51°59'47" E	133.66'
L136	N 51°59'47" E	140.12'
L137	S 38°00'13" E	11.92'
L138	S 38°00'13" E	6.92'
L139	S 51°59'47" W	8.00'
L140	S 40°35'34" E	2.50'
L141	S 40°26'17" E	42.20'

LINE TABLE		
LINE #	BEARING	DISTANCE
L142	N 47°07'37" E	44.05'
L143	N 47°07'37" E	71.00'
L144	S 47°07'37" W	43.95'
L145	S 47°07'37" W	71.00'
L146	N 42°52'23" W	5.00'
L147	N 47°07'37" E	99.12'
L148	S 51°59'47" W	1.38'
L151	S 42°30'04" E	1.65'
L152	N 47°29'56" E	2.37'
L153	S 42°30'04" E	7.50'
L154	S 49°24'26" W	11.40'
L155	N 49°24'26" E	11.51'
L171	S 11°33'50" E	3.59'
L172	N 47°29'56" E	2.54'
L173	S 42°30'04" E	4.42'
L174	N 11°33'50" W	6.82'
L175	N 42°30'04" W	24.10'
L176	N 42°30'04" W	26.44'
L177	N 74°42'21" E	52.70'
L178	S 74°42'21" W	57.26'
L179	S 42°19'31" E	6.97'
L180	N 47°29'56" E	2.50'
L181	N 41°56'15" W	8.06'
L182	S 20°37'37" E	28.33'
L184	N 47°29'56" E	2.50'
L185	N 42°30'04" W	15.50'
L186	S 42°30'04" E	5.50'
L187	N 47°29'56" E	2.50'
L188	S 47°08'47" E	20.78'
L189	S 47°29'56" W	56.63'
L190	S 47°29'56" W	2.50'
L191	N 47°28'59" E	0.88'
L193	N 47°29'56" E	104.72'
L194	S 50°44'52" E	39.39'
L195	S 52°22'58" E	6.27'
L196	N 42°30'04" W	4.80'
L197	S 47°29'56" W	0.70'
L198	N 50°44'52" W	15.16'
L199	S 42°34'01" E	86.17'
L200	S 70°25'55" E	33.93'
L201	S 37°32'59" E	60.34'
L202	S 68°27'14" W	5.07'
L203	N 54°43'52" W	8.10'
L204	N 51°59'47" E	5.37'
L205	N 2°50'15" E	15.29'
L206	N 44°00'04" W	102.53'
L207	N 44°00'04" W	122.94'
L208	S 38°00'13" E	10.04'
L209	S 51°59'47" W	4.42'
L210	S 37°55'39" E	8.89'
L211	S 51°55'43" W	5.00'
L212	S 37°52'38" E	50.71'
L213	S 49°33'43" W	8.99'
L214	N 42°52'23" W	31.35'
L215	S 47°07'37" W	139.50'
L216	S 51°59'47" W	138.00'
L217	S 52°52'18" W	23.49'
L222	N 47°05'44" W	33.08'
L223	N 42°21'39" W	34.74'
L224	N 38°14'00" W	35.86'
L225	S 52°52'18" W	10.00'
L226	S 38°14'00" E	40.29'
L227	S 42°54'01" E	10.14'
L228	S 42°52'23" E	11.55'
L229	S 47°05'44" E	31.79'



- LEGEND**
- CHB = CURVE CHORD BEARING
CHD = CURVE CHORD DISTANCE
CMON = CONCRETE MONUMENT
DOC = DOCUMENT
D.E. = DRAINAGE EASEMENT
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
U.D.E. = UTILITY & DRAINAGE EASEMENT
LB = CURVE LENGTH
NT = LICENSED BUSINESS
ORB = NON-TANGENT
PG = OFFICIAL RECORDS BOOK
PGS = PAGE
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PRM = PERMANENT REFERENCE MONUMENT
PI = POINT OF INTERSECTION
PT = POINT OF TANGENCY
R = CURVE RADIUS
R/W = RIGHT OF WAY
SR = STATE ROAD
U.E. = UTILITY EASEMENT
Δ = CURVE DELTA ANGLE
● = SET MAG NAIL AND DISC "PCP LB 7153"
■ = SET 4" X 4" CMON WITH NAIL & DISC "VHB PRM LB 7153"
— = CENTERLINE

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.

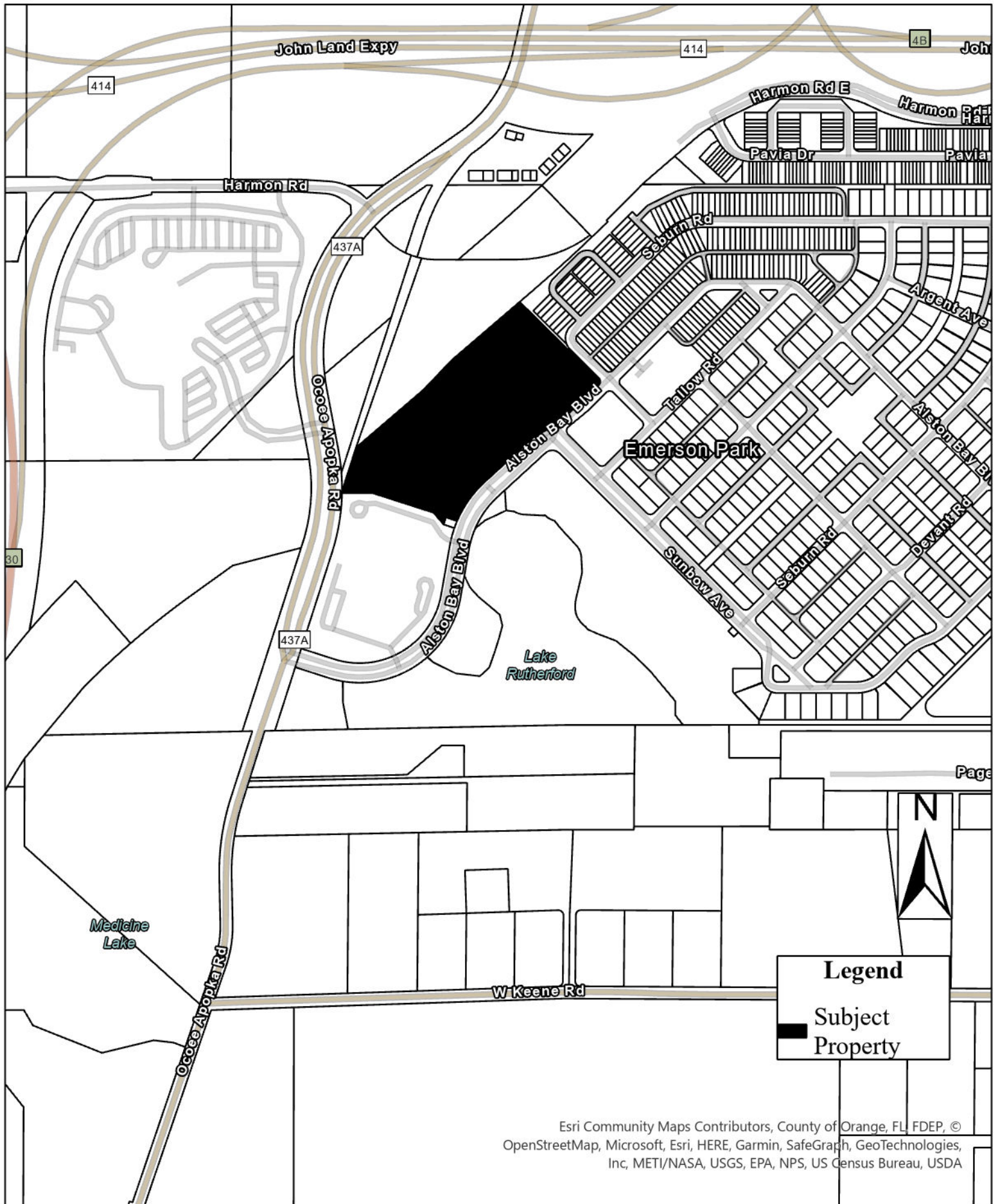


225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Licensed Business LB7153

MATCHLINE SEE
SHEET 5 OF 6

CURVE TABLE					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C10	328.00'	23.75'	4°08'53"	N 49°12'03" E	23.74'
C16	300.00'	19.35'	3°41'41"	N 48°58'27" E	19.34'
C18	25.00'	5.95'	13°38'00"	N 58°48'47" E	5.93'
C65	25.00'	8.18'	18°44'20"	N 74°59'57" E	8.14'
C67	25.00'	23.18'	53°07'48"	S 69°03'59" E	22.36'
C68	300.00'	6.15'	1°10'30"	N 51°24'33" E	6.15'
C125	20.00'	31.42'	90°00'00"	N 87°30'04" W	28.28'
C126	737.00'	39.97'	3°06'26"	N 48°40'50" E	39.96'
C137	100.00'	4.09'	2°20'43"	S 59°28'17" W	4.09'

Vicinity



This instrument was prepared
by and should be returned to:

Matthew W. McMurtrey, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Dr.
Orlando, FL 32801

TEMPORARY CONSTRUCTION AND EMERGENCY ACCESS EASEMENT

This TEMPORARY CONSTRUCTION AND EMERGENCY ACCESS EASEMENT (this "Agreement") is made and granted this 24 day of May, 2022 (the "Effective Date") by **EMERSON PARK HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 6972 Lake Gloria Blvd. Orlando, FL 32809 ("Grantor"), to and in favor of **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company ("Grantee," and together with Grantor the "Parties"), whose address is 5200 Vineland Road, Suite 200 Orlando, FL 32811.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of the private roadway known as Alston Bay Boulevard, as legally described on Exhibit "A" attached hereto (the "Alston Bay Boulevard");

WHEREAS, Grantee is the current fee simple owner of that certain parcel of land located adjacent and contiguous to Alston Bay Boulevard, as more particularly described on Exhibit "B" attached hereto (the "Grantee Property");

WHEREAS, Grantee desires to construct a driveway, curb cut and other associated driveway improvements (collectively, the "Driveway Improvements") within a portion of Alston Bay Boulevard, as more particularly described on Exhibit "C" attached hereto (the "Easement Area"), which Driveway Improvements will connect a stabilized emergency access driveway situated within the Grantee Property to Alston Bay Boulevard for the purpose of providing emergency access from the Grantee Property to Alston Bay Boulevard; and

WHEREAS, the purpose of this Agreement is to (i) provide a temporary construction easement to Grantee for the purpose of allowing Grantee to construct the Driveway Improvements, and (iii) provide a permanent emergency access easement only over Alston Bay Boulevard for the benefit of the Grantee Property and the City of Apopka, Florida (the "City").

NOW, THEREFORE, for the sum of One Dollar (\$1) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct, incorporated into this Agreement by this reference.

2. Grant of Temporary Construction Easement. Grantor hereby grants and conveys to Grantee, a temporary, non-exclusive construction easement (the "Construction Easement") on, over, under, through and across the Easement Area for the purpose of allowing Grantee's installation of the Driveway Improvements. The Construction Easement shall include the right of ingress and egress over the Alston Bay Boulevard as reasonably necessary for the exercise of the rights granted by the Construction Easement. Grantee shall, at its sole cost and expense, (i) obtain all necessary permits and approvals for the construction of the Driveway Improvements, and (ii) construct the Driveway Improvements in accordance with all applicable laws, rules, regulations and requirements ("Applicable Laws"). The Construction Easement shall automatically terminate and be of no further force and effect upon the completion of the construction of the Driveway Improvements, as evidenced by a certificate of completion for the completion of the Driveway Improvements.

3. Grant of Emergency Access Easement. Grantor hereby grants to Grantee, the City, their agents, employees, representatives, successors and assigns, and the City's emergency and law enforcement vehicles and personnel, a permanent, non-exclusive easement on, over, through and across Alston Bay Boulevard for the purpose of providing emergency ingress and egress to and from the Grantor Property, together with the right to enter upon Alston Bay Boulevard for the purpose of maintaining, repairing and replacing the Driveway Improvements (the "Emergency Access Easement"). Grantee shall, at its sole cost and expense, maintain, repair and replace the Driveway Improvements situated within the Easement Area.

4. Notice. Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be given by either personal delivery which shall be effective upon delivery, by express mail delivery which guarantees next day delivery and shall be effective the day after delivery to such express mail company, or by U.S. registered or certified mail, which shall be effective two days after mailing, at the addresses set forth in the preamble of this Agreement:

5. Indemnification. Grantee shall indemnify Grantor for any and all claims of personal injury or property damage related to any construction activity of the Grantee during the course and use of the Construction Easement. Any and all claims made related to the maintenance or condition of the Easement Area shall be the responsibility of the Grantee, and Grantee shall indemnify Grantor for: (i) any and all claims made against Grantor for the negligence of Grantee arising out of the activities of the Grantee in connection with its use of the Construction Easement or Emergency Access Easement, or (ii) the negligent maintenance of the Easement Area by Grantee. Notwithstanding the foregoing, Grantee shall not be responsible for indemnifying the Grantor for any intentional acts of third parties or Grantor, or any gross negligence attributable to third parties or Grantor.

6. Purpose. The rights granted herein to Grantee are solely for the purpose of the Construction and for no other purpose and shall not be construed to grant the general public any rights or privileges.

7. Covenants Running with the Land. The provisions, agreements, rights, powers, covenants, conditions, and obligations contained in this Agreement shall be binding upon the Parties, and each of their respective successors and assigns, and each of their respective guests, tenants, and invitees, and all other persons acquiring any interest in any property described herein or any portion thereof, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the owners of such properties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, tenants, and all other persons claiming by, through or under them. All of the provisions of this Agreement shall constitute covenants running with the land pursuant to Florida law. Any transferee of all or any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement with respect to the property so conveyed except liability with respect to matters that may have arisen during its period of ownership of the property so conveyed.

8. Successors and Assigns. All the terms of this Agreement whether so expressed or not, shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

9. Attorneys' Fees. In the event of any dispute concerning the performance, interpretation or enforcement of the terms, covenants, obligations or conditions hereof, the prevailing party in any action or proceeding resulting therefrom shall be entitled to recover from the non-prevailing party or parties its reasonable attorneys' fees and paralegals' fees, costs and expenses, including without limitation all attorneys' paralegals' fees, costs and expenses incurred before trial, at trial, upon all appellate levels and in any administrative, mediation, arbitration or bankruptcy proceedings.

10. Amendments. The provisions of this Agreement set forth the entire agreement among the Parties with respect to the subject matter thereof and may not be changed, amended, or modified except by an instrument in writing, executed by Grantor and Grantee.

11. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

12. Number and Gender. Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

13. Property Development Agreement: Grantee acknowledges and agrees that, by virtue of Grantee's ownership of the Grantee Property, it is subject to the terms of that certain Property Development Agreement, recorded on August 30, 2018 as Document No. 20180518925, Public Records of Orange County, Florida.

14. Entire Agreement. This Agreement sets forth the entire agreement between Grantee and Grantor relating to the subject matter herein, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

15. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

16. Miscellaneous. This Agreement shall be construed under the laws of the State of Florida.

IN WITNESS WHEREOF, said Grantor and Grantee have made and executed this Agreement on the date first written above.

WITNESSES:

Akira Holman
Aks Holman

Printed Name

Tracey Buckner
Tracey Buckner

Printed Name

GRANTOR:

EMERSON PARK HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit

By:

Name:

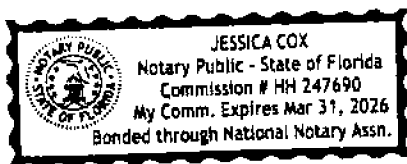
Title:

Kevin Lodge
Kevin Lodge
President- Emerson Park HOA

STATE OF Florida
 COUNTY OF Seminole

The foregoing instrument was acknowledged before me ☒ / by means of online notarization is ☐ this 24 day of May, 2022, by Kevin Lodge as President of Emerson Park Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of said corporation, who is ☒ personally known to me or ☐ who has produced _____ as identification.

(NOTARY SEAL)



Notary Public Signature

Jessica Cox
 (Name typed, printed or stamped)

Notary Public-State of Florida
 Commission No.: HH 247690
 My Commission Expires: Mar. 31, 2026

WITNESSES:

Kelly Thomas
Printed Name

Achal Aggarwal
Printed Name

GRANTEE:

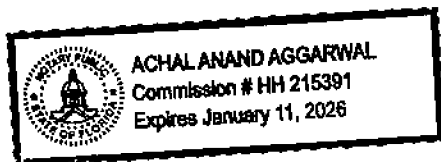
PARK SQUARE ENTERPRISES, LLC, a
Delaware limited liability company

By: Braham Aggarwal
Name: Braham Aggarwal
Title: Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me before me ☒ / by means of online notarization is ☐ this 1st day of June, 2022, by Braham Aggarwal, as Manager of **Park Square Enterprises, LLC**, a Delaware limited liability company, on behalf of said company, who is ☒ personally known to me or ☐ who has produced as identification.

(NOTARY SEAL)



Achal Aggarwal
Notary Public Signature

Achal Aggarwal
(Name typed, printed or stamped)

Notary Public-State of Florida
Commission No.: HH 215391
My Commission Expires: 1/11/2026

Exhibit A

Alston Bay Boulevard

Tract A, EMERSON PARK, according to the Plat thereof, as recorded in Plat Book 68, Page 1 of the Public Records of Orange County

Exhibit B

Grantee Property

Lot 2, EMERSON PARK TRACT G REPLAT, according to the Plat thereof, as recorded in Plat Book 98, Pages 45 and 46 of the Public Records of Orange County

Exhibit C

Easement Area

A portion of Tract A, EMERSON PARK, according to the Plat thereof as recorded in Plat Book 68, Page 1 of the Public Records of Orange County, Florida. Said parcel being more particularly described as follows:

COMMENCE at the northeast corner of Lot 2 of EMERSON PARK TRACK G REPLAT, according to the Plat thereof as recorded in Plat Book 98, Page 45, also being the westerly boundary line of said Tract A; thence the following courses along the westerly boundary line of said Tract A, being a point on a non-tangent curve concave northwesterly, having a radius of 25.00 feet and a central angle of 36° 51' 40"; thence along the arc of said curve a distance of 16.08 feet to the point of tangency; thence South 44° 59' 56" West, 109.97 feet to the point of curvature of a curve to the right, having a radius of 275.00 feet and a central angle of 5° 34' 56"; thence along the arc of said curve a distance of 26.79 feet to the point of tangency thence South 50° 34' 52" West, 145.74 feet to the point of curvature of a curve to the right, having a radius of 300.00 feet and a central angle of 12° 30' 33"; thence along the arc of said curve a distance of 65.50 feet to the POINT OF BEGINNIG; thence leaving the westerly boundary line of said Tract A, run South 26° 54' 34" East, 13.03 feet to a point on a non-tangent curve concave southeasterly, having a radius of 130.00 feet and a central angle of 14° 06' 20"; thence along the arc of said curve a distance of 32.00 feet; thence North 27° 48' 43" West, 18.14 feet to a point on the aforementioned westerly boundary line of said Tract A, being a point on a non-tangent curve concave southeasterly, having a radius of 145.00 feet and a central angle of 2° 31' 01"; thence the following courses along the westerly boundary line of said Tract A and the arc of said curve a distance of 6.37 feet to the point of tangency; thence North 64° 42' 19" East, 17.08 feet to the point of curvature of a curve to the left, having a radius of 300.00 feet and a central angle of 1° 36' 53"; thence along the arc of said curve a distance of 8.45 feet to the POINT OF BEGINNIG.

Said parcel contains 475 square feet or 0.01 acres, more or less.



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 3.

Meeting Date: December 6, 2023

Department: Parks and Recreation

SUBJECT:

Special Event Permit Application - Road Closure Request (Annual Apopka Christmas Parade)

REQUEST:

Authorization for street closures for Foliage Sertoma Club of Apopka's annual Apopka Christmas Parade.

SUMMARY:

Street closures are requested in the Special Event Permit Application for the Foliage Sertoma Club of Apopka's annual Apopka Christmas Parade. The City of Apopka and Foliage Sertoma Club of Apopka entered into a five (5) year Event Co-Production Agreement (attached for reference with the Special Event Permit Application) in 2020 for the operation and production of the annual Apopka Christmas Parade. The event date requested for this year's parade is December 9th, 2023 and a Special Event Permit Application was submitted for the event on November 1, 2023. The event has been reviewed by staff, including the Police Department and Fire Department, and is recommended for final approval. The DRC recommended unanimous approval of the special event permit application, along with the provided street closures, at the November 8th, 2023 DRC meeting. The requested street closures include Park Ave, 3rd Street, 2nd Street, Magnolia Street, Oak Street, Highland Avenue, and Votaw Road on December 9, 2023 beginning at 8am and reopening at 1pm. This item is being brought to City Council for final approval of the requested street closures.

FUNDING SOURCE:

n/a

RECOMMENDED MOTION:

Staff recommend City Council approval of the requested street closures identified in the Special Event Permit Application for the annual Apopka Christmas Parade.

ATTACHMENTS:

1. Special Event Permit Application - Foliage Sertoma Club of Apopka (Christmas Parade)

- 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 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

Fill in the name, gross pay, and the date of the event.

1. Name of the person or entity for whom the W-9 is requested. Do not leave blank.

2. Address of the person or entity for whom the W-9 is requested. Do not leave blank.

3. Taxpayer Identification Number (TIN) of the person or entity for whom the W-9 is requested. Do not leave blank.

4. Signature of the person or entity for whom the W-9 is requested. Do not leave blank.

5. Date of the W-9. Do not leave blank.

6. Signature of the preparer. Do not leave blank.

7. Date of the W-9. Do not leave blank.

8. Signature of the preparer. Do not leave blank.

9. Date of the W-9. Do not leave blank.

10. Signature of the preparer. Do not leave blank.

11. Date of the W-9. Do not leave blank.

12. Signature of the preparer. Do not leave blank.

13. Date of the W-9. Do not leave blank.

14. Signature of the preparer. Do not leave blank.

15. Date of the W-9. Do not leave blank.

16. Signature of the preparer. Do not leave blank.

17. Date of the W-9. Do not leave blank.

18. Signature of the preparer. Do not leave blank.

19. Date of the W-9. Do not leave blank.

20. Signature of the preparer. Do not leave blank.

21. Date of the W-9. Do not leave blank.

22. Signature of the preparer. Do not leave blank.

23. Date of the W-9. Do not leave blank.

24. Signature of the preparer. Do not leave blank.

25. Date of the W-9. Do not leave blank.

26. Signature of the preparer. Do not leave blank.

27. Date of the W-9. Do not leave blank.

28. Signature of the preparer. Do not leave blank.

29. Date of the W-9. Do not leave blank.

30. Signature of the preparer. Do not leave blank.

31. Date of the W-9. Do not leave blank.

32. Signature of the preparer. Do not leave blank.

33. Date of the W-9. Do not leave blank.

34. Signature of the preparer. Do not leave blank.

35. Date of the W-9. Do not leave blank.

36. Signature of the preparer. Do not leave blank.

37. Date of the W-9. Do not leave blank.

38. Signature of the preparer. Do not leave blank.

39. Date of the W-9. Do not leave blank.

40. Signature of the preparer. Do not leave blank.

41. Date of the W-9. Do not leave blank.

42. Signature of the preparer. Do not leave blank.

43. Date of the W-9. Do not leave blank.

44. Signature of the preparer. Do not leave blank.

45. Date of the W-9. Do not leave blank.

46. Signature of the preparer. Do not leave blank.

47. Date of the W-9. Do not leave blank.

48. Signature of the preparer. Do not leave blank.

49. Date of the W-9. Do not leave blank.

50. Signature of the preparer. Do not leave blank.

51. Date of the W-9. Do not leave blank.

52. Signature of the preparer. Do not leave blank.

53. Date of the W-9. Do not leave blank.

54. Signature of the preparer. Do not leave blank.

55. Date of the W-9. Do not leave blank.

56. Signature of the preparer. Do not leave blank.

57. Date of the W-9. Do not leave blank.

58. Signature of the preparer. Do not leave blank.

59. Date of the W-9. Do not leave blank.

60. Signature of the preparer. Do not leave blank.

61. Date of the W-9. Do not leave blank.

62. Signature of the preparer. Do not leave blank.

63. Date of the W-9. Do not leave blank.

64. Signature of the preparer. Do not leave blank.

65. Date of the W-9. Do not leave blank.

66. Signature of the preparer. Do not leave blank.

67. Date of the W-9. Do not leave blank.

68. Signature of the preparer. Do not leave blank.

69. Date of the W-9. Do not leave blank.

70. Signature of the preparer. Do not leave blank.

71. Date of the W-9. Do not leave blank.

72. Signature of the preparer. Do not leave blank.

73. Date of the W-9. Do not leave blank.

74. Signature of the preparer. Do not leave blank.

75. Date of the W-9. Do not leave blank.

76. Signature of the preparer. Do not leave blank.

77. Date of the W-9. Do not leave blank.

78. Signature of the preparer. Do not leave blank.

79. Date of the W-9. Do not leave blank.

80. Signature of the preparer. Do not leave blank.

81. Date of the W-9. Do not leave blank.

82. Signature of the preparer. Do not leave blank.

83. Date of the W-9. Do not leave blank.

84. Signature of the preparer. Do not leave blank.

85. Date of the W-9. Do not leave blank.

86. Signature of the preparer. Do not leave blank.

87. Date of the W-9. Do not leave blank.

88. Signature of the preparer. Do not leave blank.

89. Date of the W-9. Do not leave blank.

90. Signature of the preparer. Do not leave blank.

91. Date of the W-9. Do not leave blank.

92. Signature of the preparer. Do not leave blank.

93. Date of the W-9. Do not leave blank.

94. Signature of the preparer. Do not leave blank.

95. Date of the W-9. Do not leave blank.

96. Signature of the preparer. Do not leave blank.

97. Date of the W-9. Do not leave blank.

98. Signature of the preparer. Do not leave blank.

99. Date of the W-9. Do not leave blank.

100. Signature of the preparer. Do not leave blank.

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
---	-----

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:*



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)
----------	---------------

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

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

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

Print or type.
See Specific instructions on page 3.

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	Requester's name and address (optional)	
6 City, state, and ZIP code Apopka, FL 32704		
7 List account number(s) here (optional)		

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

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 ► <i>Jarena M. Potter</i>	Date ► <i>1-3-2022</i>
-----------	--	------------------------

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.

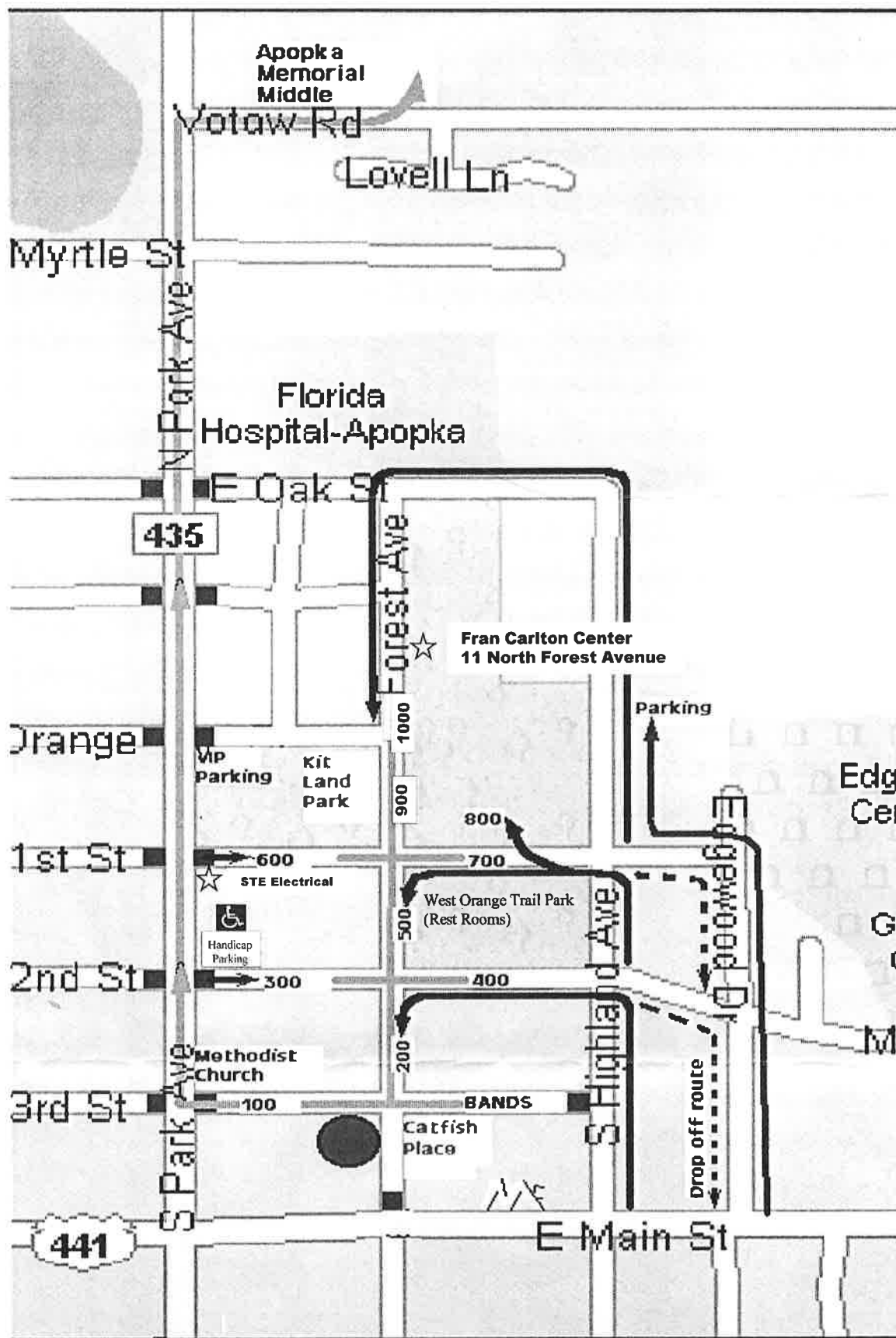
Purpose of Form

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

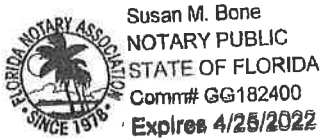
STATE OF FLORIDA

COUNTY OF Orange

The foregoing Event Co-Production Agreement was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd 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





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
FOLIAGE SERTOMA CLUB OF APOPKA, INC.

Filing Information

Document Number N99000002318
FEI/EIN Number 59-2253765
Date Filed 04/12/1999
State FL
Status ACTIVE

Principal Address

1303 Hillway Road
Apopka, FL 32703-5259

Changed: 02/19/2020

Mailing Address

P.O. Box 718
Apopka, FL 32704

Changed: 05/02/2017

Registered Agent Name & Address

Winesburgh, Beverly B
1303 Hillway Road
Apopka, FL 32703-5259

Name Changed: 02/19/2020

Address Changed: 02/19/2020

Officer/Director Detail

Name & Address

Title Secretary

Winesburgh, Beverly B
P.O. Box 718
Apopka, FL 32704

Title President

Potter, Lorena
P.O. Box 718
Apopka, FL 32704

Title Chairman

McGuffin, Patrick G
P.O. Box 718
Apopka, FL 32704

Annual Reports

Report Year	Filed Date
2021	03/15/2021
2022	03/22/2022
2023	02/24/2023

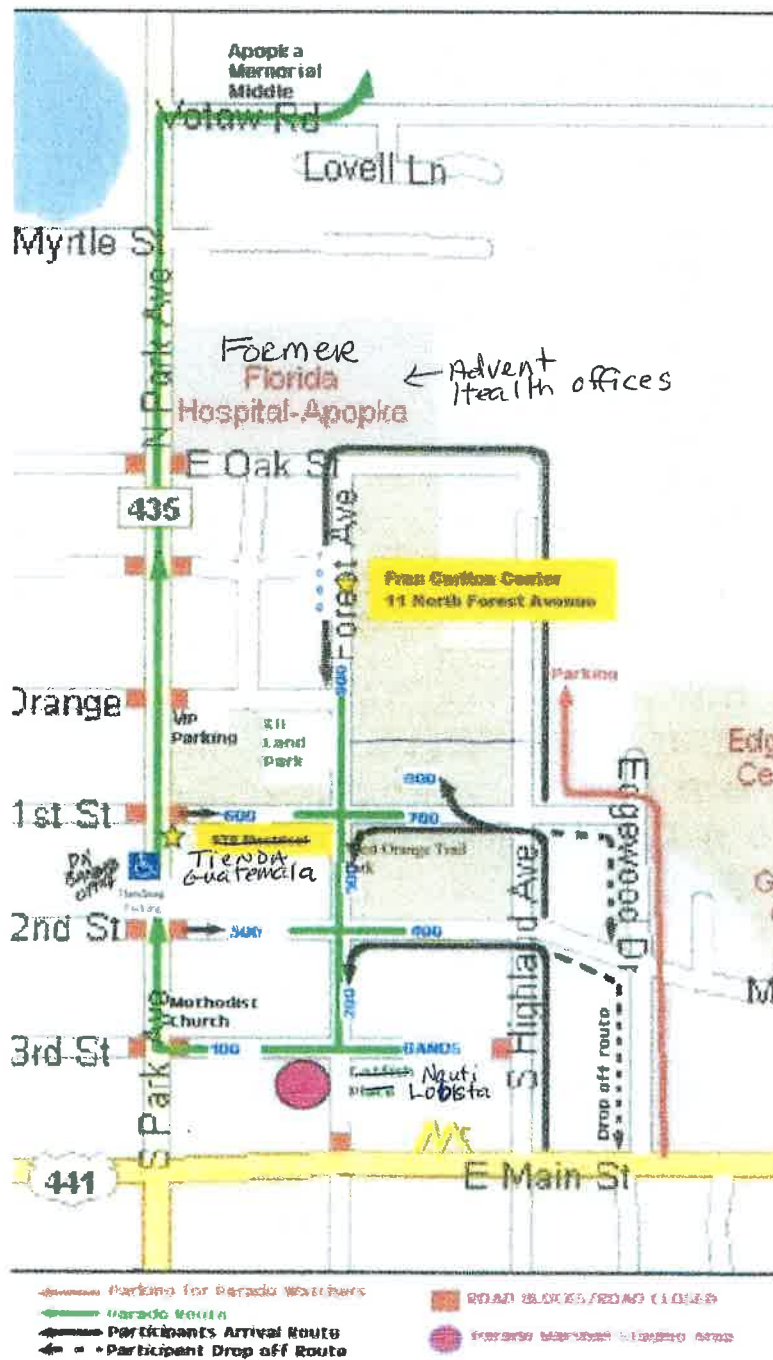
Document Images

02/24/2023 -- ANNUAL REPORT	View image in PDF format
03/22/2022 -- ANNUAL REPORT	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
02/19/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- ANNUAL REPORT	View image in PDF format
09/11/2018 -- ANNUAL REPORT	View image in PDF format
05/02/2017 -- ANNUAL REPORT	View image in PDF format
01/07/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/30/2012 -- ANNUAL REPORT	View image in PDF format
01/26/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
02/17/2009 -- ANNUAL REPORT	View image in PDF format
01/11/2008 -- ANNUAL REPORT	View image in PDF format
03/20/2007 -- ANNUAL REPORT	View image in PDF format
01/08/2006 -- ANNUAL REPORT	View image in PDF format
04/26/2005 -- ANNUAL REPORT	View image in PDF format
03/02/2004 -- ANNUAL REPORT	View image in PDF format
01/30/2003 -- ANNUAL REPORT	View image in PDF format
02/01/2002 -- ANNUAL REPORT	View image in PDF format
04/26/2001 -- ANNUAL REPORT	View image in PDF format
05/08/2000 -- ANNUAL REPORT	View image in PDF format

[04/12/1999 -- Domestic Non-Profit](#)

[View image in PDF format](#)

Florida Department of State, Division of Corporations



NO LATER THAN 8:45AM.

Band members should be dropped off at the corner of Highland Ave and 1st Street. Buses must not turn onto 1st 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.



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 1.

Meeting Date: December 6, 2023

Department: Finance Department

SUBJECT:

First Reading, Ordinance No. 3030 - Surplus Real Property Disposal Ordinance

REQUEST:

Acceptance of the First Reading of Ordinance Number 3030 and hold over for a Second Reading and Adoption.

SUMMARY:

On October 4, 2023, City Attorney Clifford Shepard presented a draft ordinance number 3030 for Council review, discussion, and comment. Mr. Shepard has updated Ordinance Number 3030 to include the various comments and requested revisions provided and discussed during the October 4, 2023, Council Meeting. As such, the attached Ordinance Number 3030 creates a procedure for the disposition of surplus real property in the City, outside the Community Redevelopment Agency (CRA). This is the official first reading of Ordinance Number 3030. As previously discussed, real property in the CRA can only be disposed of in accordance with Florida Statute 163.380.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Accept the first reading of Ordinance Number 3030, the policy for disposal of surplus real property in the Apopka City limits, but outside the CRA and hold over for a second reading and adoption.

ATTACHMENTS:

1. Ordinance Number 3030 Surplus Real Property

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9

Sec. 2-128 – Generally.

The Power to Dispose. The City of Apopka is empowered to sell, transfer, lease, convey, or otherwise dispose of any real property, improved or unimproved, now owned or hereafter acquired by or owned by the City, as provided herein. These procedures supplement any other procedures that may now or in the future be applicable as provided by law or regulation. NOTE: These procedures do not apply to the disposition of real property located in a Community Redevelopment Area as defined by Florida Statutes.

Sec. 2-129 – Definitions.

Real property includes, but is not limited to, any lands with or without a structure, buildings, parks, or other lands now owned or subsequently acquired by the City of Apopka and not located in a Community Redevelopment Area as defined by Florida Statutes.

Surplus property means real property that is determined to be obsolete, or the continued use of which is uneconomical or inefficient, or which serves no useful function by the City.

Sec. 2-130 – Determination and legislative declaration of surplus.

(a) Any real property owned by the City may be declared as surplus upon:

(1) Request by the Community Development Director, or designee; or

(2) Request by an interested party. Such request shall be made to the Community Development Director, or designee, who shall provide a recommendation to the Council as to whether the property should be declared surplus; or

(3) The City Council's own request to initiate proceedings.

(b) To commence the sale, transfer, lease, conveyance, or other disposal proceedings, the City Council shall make a legislative finding that the real property is not needed for City purposes and declare the property surplus by resolution, which particularly describes, at a minimum, the land by metes and bounds or by reference to a recorded plat or government survey; the property address by street number, if any; a description of all improvements located upon the land, if any; how said land has been used since same has belonged to the City; why said land is no longer needed for public purposes; and any other relevant property history.

(c) Fair market value required; exceptions. Except as provided in this section, the City Council shall not approve the sale, lease, or other disposition of real property owned by the City for a price or rental below the City's estimate of fair market value or fair market rental value thereof. Any requirement of this section, however, may be waived by unanimous vote of the City Council.

(1) If the property is estimated to have a value that exceeds \$250,000, the land must be appraised by two (2) independent appraisers, who are designated members of the Appraisal Institute.

95 (2) If the property is estimated to have a value between \$100,000 and \$249,999, the land
96 must be appraised by one (1) independent appraiser, who is a designated member of the
97 Appraisal Institute.

98
99 (3) Unless the City Council shall determine to the contrary during the declaration of surplus
100 proceeding, appraisals are not required for the following:

101 a. A sale or lease to another government agency;

102
103 b. A sale or lease to a bona fide not-for-profit 501(c)(3) or 501(c)(6) corporation;
104 or

105
106 c. A sale or lease of a property which is assessed by the county property appraiser
107 for less than \$99,999.

108
109
110 (d) Procedure for Disposal

111
112 (1) Sealed bids. Within thirty (30) calendar days after adoption of the resolution declaring
113 the City-owned land surplus, the City shall notify the public of the intent to sell the
114 property by publishing a request for proposals on the City's website not less than ten (10)
115 days before sealed bids are due. The City shall also send notice of its intended sale to
116 owners of adjacent properties by certified mail.

117
118 a. The notice shall state, at a minimum, the date when sealed bids are due and that
119 the minimum acceptable bid price shall be no less than 90 percent of the appraised
120 value.

121
122 b. Sealed bids shall be accompanied by cashier's checks or certified checks payable
123 to the City in an amount equal to at least ten percent of the disposition price. In the
124 case of a sale, the bid of the highest bidder complying with the terms and
125 conditions set forth in such notice shall be accepted, unless the City Council rejects
126 all bids because they are too low or because the Council determines that the
127 property should be sold pursuant to a different provision of this section.

128
129 c. The bid security will be returned to all except the three highest qualified bidders
130 within ten (10) days after the opening of the bids. The remaining checks will be
131 returned within ten (10) days after the City has entered into a sale and purchase
132 contract with the highest bidder.

133
134 d. After the highest bid has been determined, the Community Development Director,
135 or designee, will submit a recommendation to the City Council for its
136 consideration. If the bid is approved by the City Council, the successful bidder will
137 be notified of the award and a contract for sale and purchase will be executed.

138
139 e. In the event of a default on the part of any purchaser under contract for the sale of
140 City-owned real property in making full payment or otherwise failing in the

141 performance of the purchaser's obligations under the contract to purchase, as a
142 minimum contractual remedy, the amount of the deposit shall be forfeited. Should
143 a valid bid be rejected by the City, the initiating party shall be reimbursed the
144 deposit fee.

- 145
146 f. Failure of the successful bidder to close the sale within forty-five (45) calendar
147 days after receiving the notice of award shall be just cause for the annulment of
148 the award and the forfeiture of the bid security to the City, which forfeiture shall
149 not be considered as a penalty but as liquidated damages. Upon failure to close,
150 the City may: 1) offer the land to the other bidders in the order of their bid rank
151 for the same amount as the highest bidder or such other amount City deems
152 appropriate; 2) schedule another round of bidding; 3) sell the property at public
153 auction; or 4) decide to keep the property.

- 154
155 (2) Private sale for small or irregularly shaped parcels. The City may affect a private sale
156 of a parcel of surplus property upon finding that due to the size, shape, location, and value
157 of the parcel, the parcel is of use only to one or more adjacent property owners, and:

- 158
159 a. A parcel is of insufficient size and shape to be issued a building permit for any
160 productive improvements or development be constructed on the surplus property;
161 or
162
163 b. The value of the parcel is \$15,000.00 or less (as determined by an independent
164 appraiser or the county property appraiser).

- 165
166 (3) Notice of intended action shall be sent to the adjacent property owner(s) by certified mail
167 and no bids or public notice shall be required. If, however, within ten (10) business days
168 after receiving such mailed notice, two or more owners of adjacent property notify the
169 City of their desire to purchase the parcel, the City shall accept sealed bids for the parcel
170 from those property owners and may convey the land to the highest bidder or reject all
171 bids. If the adjacent property owner(s) do not respond within ten (10) business days after
172 receiving mailed notice, the City shall follow the competitive bid process established in
173 this section.

- 174
175 (4) Transfer to charitable or other governmental entities.

- 176
177 a. Within the reasonable exercise of its discretion and having consideration for the
178 best interests of the City, the value and condition of the property, and the
179 probability of such property being desired by a private party, the City Council may
180 sell, transfer, lease, or otherwise convey the surplus property to a private nonprofit
181 agency or to another government entity. No advertisement is required, and such
182 sale or donation shall be under such terms and conditions as City Council deems
183 appropriate.
184
185 b. A resolution duly adopted by the City Council shall set forth the following:
186

1. The facts of the application;
2. The purpose for which the property is to be used;
3. The rent and term of the lease or the purchase price and terms; and
4. A provision to be incorporated into the lease or deed which states that in the event the property is no longer used or ceases to be used for the stated purpose, the lease term shall immediately cease, or in the case of a purchase, the property shall revert to the City which shall thereafter have the right to re-enter and repossess the property. Any improvements made to or on the real property shall also become property of the City with no compensation due to the other party.

* * * *

SECTION II: CODIFICATION. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the City of Apopka, as additions or amendments thereto.

SECTION III: SEVERABILITY. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION IV: CONFLICTING ORDINANCES. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION V: EFFECTIVE DATE. This Ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect immediately upon its passage and adoption.

PASSED UPON the first reading of the City Council, this __ day of _____ 2023.

PASSED UPON the second and final reading of the City Council, this __ day of _____ 2023.

ATTEST **BRYAN NELSON**
Mayor

SUSAN M. BONE
City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: Month Day, 2023
Month Day, 2023



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 2.

Meeting Date: December 6, 2023

Department: Community Development

SUBJECT:

Ordinance Number 3032 - First Reading - Small-Scale Future Land Use Amendment – SNP Properties

REQUEST:

Accept the first reading of Ordinance Number 3032 and hold it over for second reading and adoption on January 3, 2024 or soon thereafter.

SUMMARY:

Owner(s): SNP Properties, LLC

Applicant(s): Denny Shiver

Parcel Identification Number(s): 07-20-28-0000-00-030 and 07-20-28-0000-00-070

Location: Southeast corner of Plymouth Sorrento Road and Dowman Drive

Existing Future Land Use: Rural Settlement (one dwelling unit per acre)

Proposed Future Land Use: Mixed Use (five dwelling units per acre and 0.5 floor area ratio)

Zoning District: T (Transitional)

Existing Use(s): Single-family residence and agricultural uses

Tract Size: 5 +/- Acres

PROJECT SUMMARY:

The parcels are located on the southeast corner of Plymouth Sorrento Road and Dowman Drive within the Wekiva Parkway Interchange Vision Plan Area. The City's Comprehensive Plan, Future Land Use Element Policy 20.9 and the Kelly Park Interchange (KPI) Form-Based Code require the subject property to have a Mixed-Use future land use designation. Because the subject parcels are located within the Wekiva Parkway Interchange Vision Plan Area and the one-mile radius of the intersection of SR 429 and Kelly Park Road, it is required to adhere to the KPI Form-Based Code. Therefore, the property must comply with Objectives 18 – 20 and related policies within the Future Land Use Element of the Comprehensive Plan and the KPI Form-Based Code. The applicant's request is consistent with the Mixed-Use future land use designation and the Overlay District covering the property within the Vision Plan.

Per Land Development Code (LDC) Section 2.5.1.D, in determining whether to adopt or deny a proposed Comprehensive Plan or Map and the zoning map amendment, the Council shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
 - I. Applicant Response: Yes
 - II. Staff Response: Based on the Kelly Park Interchange - Form-Based Code Regulating Plan, these properties are within the form-based Code area.
2. Is not in conflict with any provisions of the LDC;
 - i. Applicant Response: Yes

- ii. Staff Response: No objection. A Master Plan consistent with all applicable requirements of the Kelly Park Interchange Form Based Code will be required to be provided with, and approved with the Rezoning application.
- 3. Addresses a demonstrated community need;
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.
- 4. Is required by changed conditions;
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.
- 5. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.
- 6. Would result in a logical and orderly development pattern;
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.
- 7. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment;
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.
- 8. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities)
 - i. Applicant Response: Yes.
 - ii. Staff Response: No objection.

SCHOOL PLANNING:

Orange County Public Schools has issued a Capacity Determination Letter stating that capacity is available at Kelly Park Elementary and Middle Schools but deficient by 0.133 students at Apopka High School. The applicant will be required to apply for concurrency review and, if necessary, enter into a Concurrency Mitigation Agreement.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on June 19, 2023.

PUBLIC HEARING SCHEDULE:

November 14, 2023 – Planning Commission (5:30 P.M.)
 December 6, 2023 – City Council (5:30 P.M.), First Reading
 January 3, 2024 – City Council (1:30 P.M.), Second Reading and Adoption

DULY ADVERTISED:

October 6, 2023 – Apopka Chief
 October 25, 2023 – Placards posted on property; mailed notices to adjacent property owners

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

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:**Development Review Committee:**

Recommends approval of the change in future land use designation from Rural Settlement to Mixed Use and finds the proposed amendment compatible with the character of the surrounding areas, recommending approval of the future land use amendment, subject to the findings and facts presented in the staff report and exhibits.

Planning Commission:

At its meeting on November 14, 2023, the Planning Commission found the proposed change in future land use designation from Rural Settlement to Mixed Use compatible with the character of the surrounding areas, and unanimously recommended approval of the future land use amendment, subject to the findings and facts presented in the staff report and exhibits.

Recommended Motion – City Council:

Accept the first reading of Ordinance Number 3032 and hold it over for second reading and adoption on January 3, 2024 or soon thereafter.

ATTACHMENTS:

1. SNP Properties - Land Use Report
2. Maps
3. Ordinance Number 3032
4. OCPS Capacity Determination Letter



City of Apopka

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES

Direction	Future Land Use	Zoning	Present Use
North	County Rural	County A-1 (Citrus Rural)	Single-family residences
East	County Rural	County A-1	Single-family residences
South	County Rural	T (Transitional)	Single-family residences
West	Mixed-Use	KPI-MU (Kelly Park Interchange – Mixed-Use)	Windrose Residential Subdivision

II. LAND USE ANALYSIS

The subject properties are in the western portion of the Joint Planning Area. Single-family residences are located to the north, east, west, and south. Development must comply with the Mixed-Use future land use designation and be consistent with the Comprehensive Plan policies and Development Design Guidelines and Kelly Park Interchange – Form-Based Code of the Land Development Code. The properties are approximately five acres in size. The parcel is not located in the following areas:

Wekiva Parkway Interchange Vision Plan Area: Yes

Wekiva River Protection Area: No

Area of Critical State Concern: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The proposed FLUM Amendment request for a change from Rural Settlement to Mixed Use is consistent with the terms of the JPA.

City of Apopka Comprehensive Plan Policies

Future Land Use Element:

The primary intent of the Mixed-Use land use category is to allow a mixture of residential, office, commercial, industrial, recreation, institutional uses and public facilities uses to serve the residential and non-residential needs of special areas of the City. This mix of land uses may occur on a single parcel or multiple parcels in the form of: a permitted single use; a vertical combination of different permitted uses; or a horizontal mix of different permitted uses. The intensity of development within the mixed-use land use categories will vary depending on location and surrounding uses. Transit-oriented design elements shall be encouraged to promote multiple modes of transportation in the mixed use categories.

The Land Development Code will establish zoning districts and/or zoning overlay areas with standards that define the appropriate location for various intensities/densities. The following maximum gross

intensity/density standards shall not be exceeded.

In order to encourage innovative land use techniques, creative urban design, environmental protection and the use of sustainable development principles and practices, designation of new mixed-use categories on the FLUM shall only be allowed for land located within the following areas:

1. Areas within the Expressway, Plymouth, West, and Northwest small area plans as shown on their respective master plans;
2. The CRA Overlay District depicted on the adopted FLUM;
3. Land anticipated for inclusion within the Wekiva Parkway Interchange Land Use Plan to be adopted by December 2010; and
4. Areas that have been subject to a Small Area Study.

Transportation Element:

Policies 1.1 and 1.2 state that the City of Apopka is a Transportation Concurrency Exception Area. The properties currently have access on Plymouth Sorrento Road.

Infrastructure Element:

Policies 1.1.1, 2.1.1 and 5.1.2 state the minimum levels of service for the City's wastewater and water systems as well as the City's solid waste collection service. The property has access to City water and wastewater.

Conservation Element:

Policy 4.1 states that a habitat study is required for developments ten (10) acres or more in size. As these properties total to over ten acres in size, a habitat study will be required for development.

Land Use Calculations:

CURRENT: Rural Settlement (1 dwelling unit per acre)
 $1 \times 5 \text{ acres} = 5 \text{ residential units}$

PROPOSED: Mixed-Use (5 dwelling units per acre and 0.5 floor area ratio)
 $5 \text{ du/acre} \times 5 \text{ acres} = 25 \text{ residential units}$
 $0.5 \times 217,800 \text{ square feet} = 108,900 \text{ square feet of non-residential uses}$

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

Vicinity



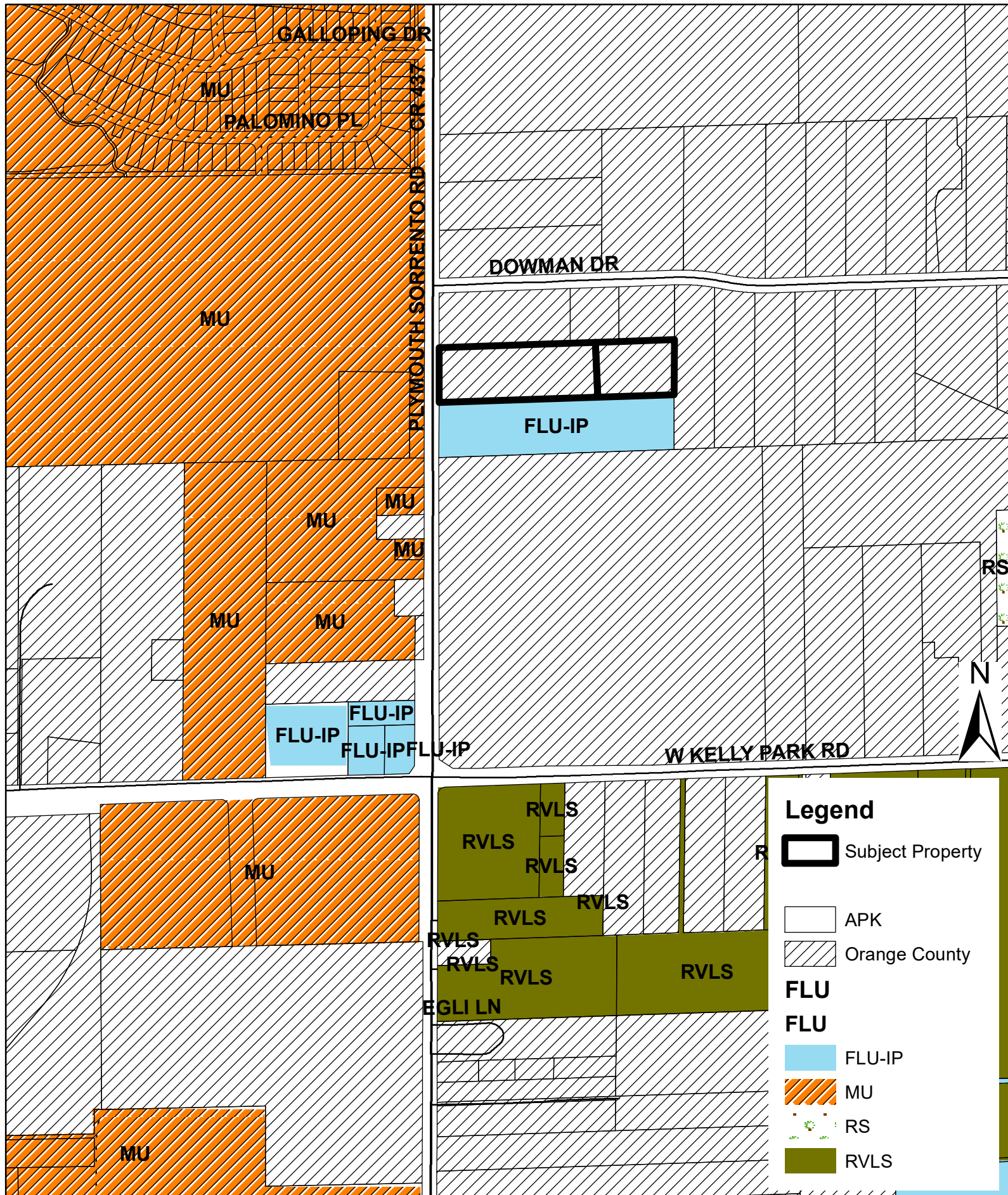
(THIS MAP IS FOR REFERENCE PURPOSES ONLY AND IS NOT TO SCALE)

Aerial



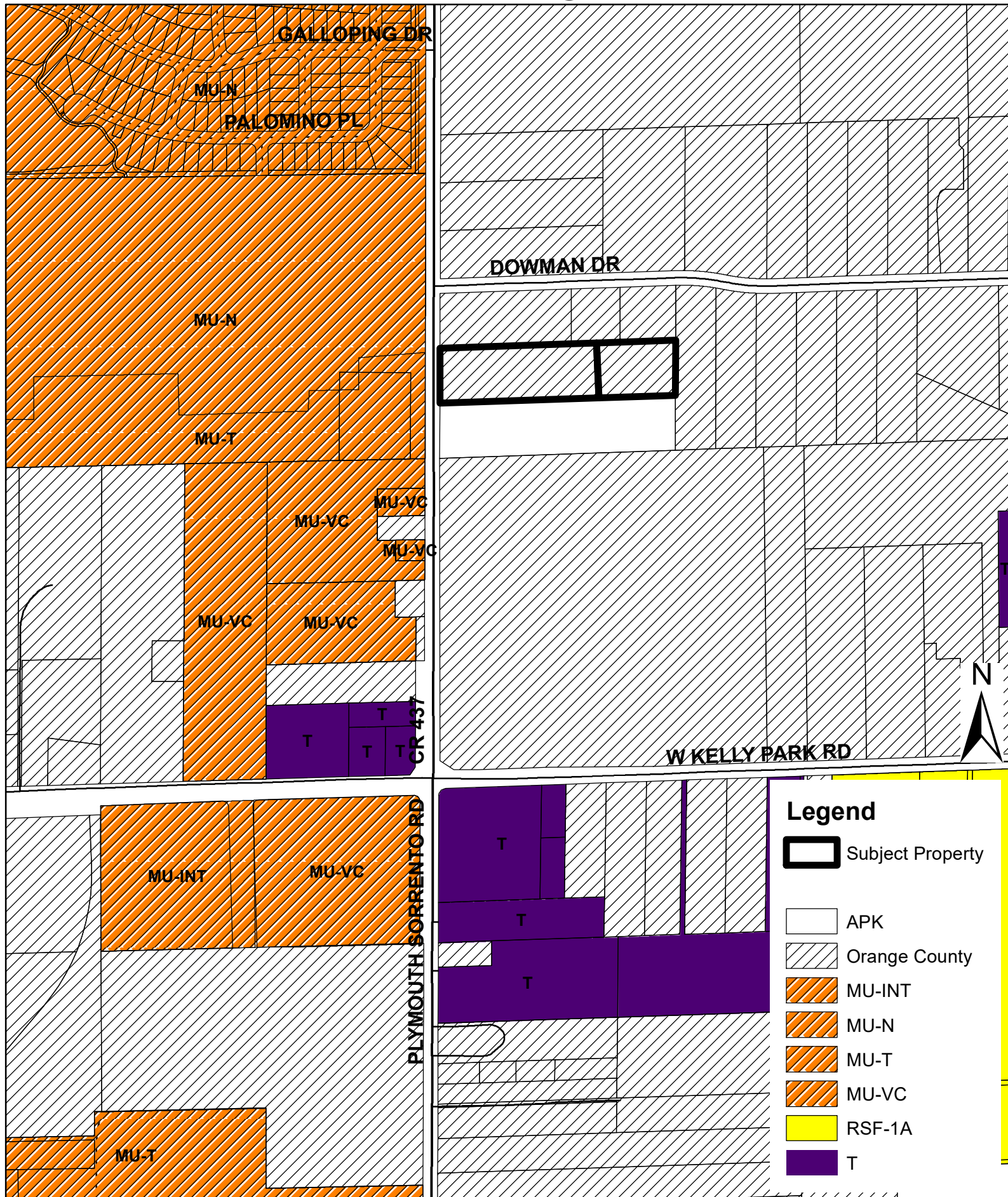
(THIS MAP IS FOR REFERENCE PURPOSES ONLY AND IS NOT TO SCALE)

Future Land Use



(THIS MAP IS FOR REFERENCE PURPOSES ONLY AND IS NOT TO SCALE)

Zoning



(THIS MAP IS FOR REFERENCE PURPOSES ONLY AND IS NOT TO SCALE)

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM COUNTY RURAL TO CITY MIXED-USE FOR CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF PLYMOUTH SORRENTO ROAD AND DOWMAN DRIVE, OWNED BY SNP PROPERTIES, LLC, COMPRISING 5 ACRES, MORE OR LESS, PROVIDING FOR SEVERABILITY; AND FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 3019 on September 20, 2023; and

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

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

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

Section II. Future Land Use Element. Page 1-32 (Map 1-6) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 3019 is amended in its entirety to change the land use from Rural Settlement (one dwelling unit per acre) to Mixed-Use (5 dwelling units per acre and 0.5 floor area ratio) for certain real property generally located southeast corner of Plymouth Sorrento Road and Dowman Drive, comprising 5 acres more or less; as further described in Exhibit “A” attached hereto.

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

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

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

Section VI. Effective Date. This Ordinance shall become effective thirty-one (31) days

ORDINANCE NO. 3032

PAGE 2

1 after adoption. If challenged within thirty (30) days after adoption, the Ordinance shall become
2 effective after the state land planning agency or the Administration Commission, respectively,
3 issues a final order determining that the adopted small-scale development amendment is in
4 compliance.

5
6 ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
7 _____ day of _____, 2023.

READ FIRST TIME: November 15, 2023

READ SECOND TIME AND
ADOPTED: January 3, 2024

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

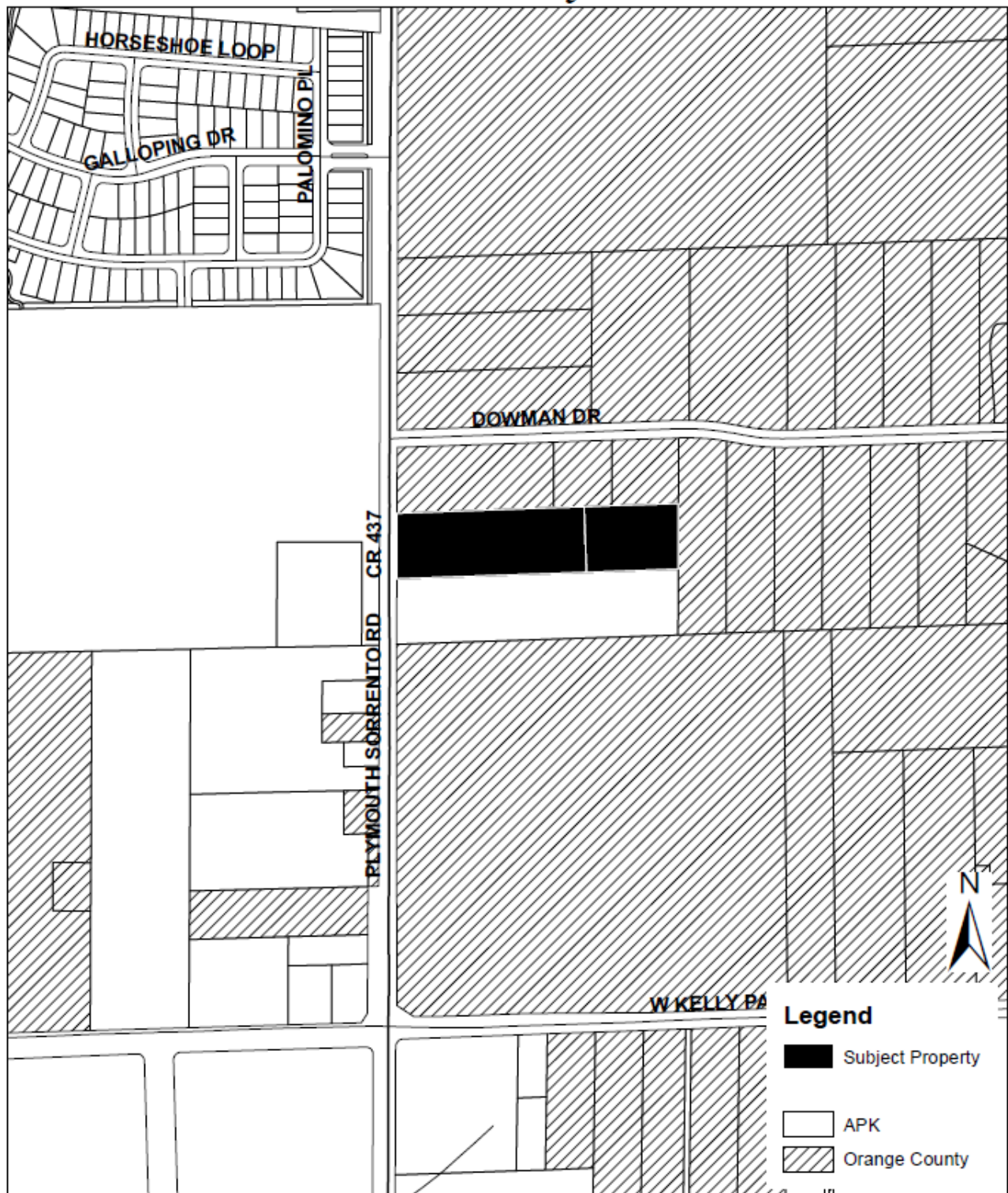
Approved as to form and legal sufficiency:

Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 6, 2023

EXHIBIT "A"

Parcel Identification Number(s): 07-20-28-0000-00-030 and 07-20-28-0000-00-070





6501 Magic Way · Building 200 · Orlando, Florida 32809 · (407) 317-3700 · www.ocps.net

FORMAL SCHOOL CAPACITY DETERMINATION CAPACITY LETTER

November 20, 2023

E-MAIL: DENNY@DENNYSHIVER.COM

Denny Shiver
3367 N. Washington St.
Zellwood, FL 32798

Application APK-23-018 (SNP Properties 5273 Plymouth Sorrento Rd.)

This letter serves as the official certification by Orange County Public Schools that school capacity for the following development is **NOT AVAILABLE**:

Type of Development Application	☒ FLUM ☒ Rezoning ☐ Amendment or Extension
Development Application #:	TBD
Project Name:	SNP Properties 5273 Plymouth Sorrento Rd.
OCPS Completed Application Date:	10/30/23
Parcel #(s):	28-20-07-0000-00-070, 28-20-07-000-00-030
Requested New Units (#):	SF: 49 MF: TH:
Vested Unit(s):	SF: 1 MF: TH:
Total Project Units:	50
School Board District:	#7

In accordance with Section 8 of the Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency ("Interlocal Agreement"), a detailed Capacity Analysis is provided in **Attachment A**.

In accordance with Section 704(B) of the Orange County Charter and Section 30-742 of the Orange County Code, an analysis of significantly affected local governments impacted by the proposed development can be found below:

	Kelly Park (K-5) ES	Kelly Park (6-8) MS	Apopka HS
Jurisdictional Analysis	N/A	N/A	Apopka-66.67% Unincorporated-31.67%

Given the above analysis, this project meets the minimum criteria established by the Orange County Charter and Code to proceed through the joint approval process with the identified significantly affected

local government(s). Additional information on the joint approval process can be obtained from City of Apopka.

This determination expires on May 11, 2024 OCPS is not required to extend the expiration date of this determination letter. In the event this project does not possess Development Application approval from City of Apopka by the expiration date, but still intends to move forward in the development process, the applicant must resubmit the application and application fee to be reevaluated by OCPS. In addition, should the scope of the project change (e.g., modification of unit count and/or unit type), a new determination will be required.

Unless otherwise vested, the Development is still required to submit for concurrency review and, if necessary, enter into a Concurrency Mitigation Agreement.

This determination is governed by the Interlocal Agreement, the provisions of City of Apopka's adopted Comprehensive Plan, and the Orange County Charter and Code.

Please contact me at (407) 317-3700 ext. 2022391 or e-mail me at Christopher.Mills@ocps.net with any questions.

Sincerely,



Christopher Mills, AICP
Senior Administrator, Facilities Planning

SK/cm

Attachments – Attachment A: Detailed Capacity Analysis

CC: Jean Sanchez, City of Apopka (via e-mail)
Sue Watson, Orange County (via e-mail)
Thomas Moore, OCPS (via e-mail)
Project File

Attachment A



School Capacity Determination

User ID SVK November 13, 2023 16:05:09

Project ID:

CEA – APK – 23 – 018

Valid Until: May 11, 2024

Project Name: SNP PROPERTIES 5273 PLYMOUTH SORRENTO RD FLU CHANGE			
Unvested Units	Single Family Units:	1	Single Family Units: 49
	Multi Family Units:	0	Multi Family Units: 0
	Multi Family High Rise Units:	0	Multi Family High Rise Units: 0
	Town Homes Units:	0	Town Homes Units: 0
	Mobile Home Units:	0	Mobile Home Units: 0
Vested Units			

Capacity Enhancement	School Level	Elementary	Middle	High
	CSA:	DD		
	School:	KELLY PARK (K-5) ES	KELLY PARK (6-8) MS	APOPKA HS
	Analysis of Existing Conditions			
	School Capacity (2022-2023)	810	390	3,020
	Enrollment (2022-2023)	644	290	3,509
	Utilization (2022-2023)	0.0%	0.0%	110.0%
	LOS Standard	110.0%	100.0%	100.0%
	Available Seats	247	100	0
	Analysis of Reserved Capacity			
	School Level	Elementary	Middle	
	Encumbered Capacity	120	0	328
	Reserved Capacity	0	0	36
	Adjusted Utilization	94.3%	74.4%	128.3%
	Adjusted Available Seats	127	100	0
	Analysis of Proposed Development			
	Students Generated	0.178	0.094	0.133
	Adjusted Utilization	94.3%	74.4%	128.3%
	AVAILABLE/NOT AVAILABLE	AVAILABLE	AVAILABLE	NOT AVAILABLE
	Number of Seats to Mitigate	0.000	0.000	0.133

KELLY PARK (K-5) ES	
KELLY PARK (6-8) MS	
APOPKA HS	



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 3.

Meeting Date: December 6, 2023

Department: Community Development

SUBJECT:

First Reading - Ordinance No. 3034, request for continuance to January 3, 2024

REQUEST:

Request for continuance of First Reading of Ordinance No. 3034 to January 3, 2024 as the applicant has amended the application to change the future land use designation from Office to Mixed-Use to Office to Commercial. The new public hearing dates were re-advertised in the Apopka Chief, Friday, December 1, 2023.

SUMMARY:

Zoning Report

This chart includes the relationships to adjacent properties.

Direction	Future Land Use	Zoning	Present Use
North	Mixed-Use	PD (Planned Development)	Currently vacant – proposed grocery store with commercial outparcels and multifamily development
East	“County” Institutional	“County” A-1	Orange County Northwest Water Reclamation Facility
South	Mixed-Use	MU-ES-GT (Mixed-Use East Shore-Gateway)	Ascend Oakpointe apartments
West	Industrial	I-L (Light Industrial)	Industrial warehouse buildings

PROJECT SUMMARY:

The applicant has submitted a Small-Scale Future Land Use Amendment from Office to Mixed-Use for an 18.8 acre parcel located at 1700 W. Keene Road. The parcel is currently vacant. The applicant is requesting the Small-Scale Future Land Use Amendment to potentially develop retail, medical office and fast food restaurant uses on the property. A companion rezoning from O (Office) to MU-ES-GT (Mixed-Use East Shore-Gateway) is proposed to allow the proposed uses to be permitted uses on the subject property. A Mixed-Use future land use designation is compatible with the proposed MU-ES-GT zoning, thus the request for the future land use amendment. The proposed Mixed-Use future land use designation is compatible with the area as property to the north and south have a future land use designation of Mixed-Use.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;

- Applicant's response: We believe the proposed project serves the goals, objectives and policies of the City.
 - Staff response: Staff has no objection.
2. Is in conflict with any provisions of the LDC;
 - Applicant's response: The proposed Development is not in conflict with the LDC.
 - Staff response: Staff has no objection.
 3. Addresses a demonstrated community need;
 - Applicant's response: The project will provide retail and medical office to serve the hospital and local community.
 - Staff response: Staff has no objection.
 4. Is required by changed conditions;
 - Applicant's response: The change is to allow drive thru restaurant which isn't allowed in Office. Mixed use future land use is currently already located on the north side of Keene Road.
 - Staff response: Staff has no objection.
 5. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - Applicant's response: The proposed Development fits in with the surrounding development. There is a Publix Plaza to the north, Industrial to the west, Orange County treatment facility to the east and a Lake to the South.
 - Staff response: Staff has no objection.
 6. Would result in a logical and orderly development pattern;
 - Applicant's response: The project would fill the last corner of this intersection with Retail/Commercial.
 - Staff response: Staff has no objection.
 7. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
 - Applicant's response: The project will be served with Potable and wastewater, as well as Ocoee-Apopka Road and Keene Road.
 - Staff response: Staff has no objection.
 8. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
 - Applicant's response: The Parcel is essentially an infill piece surrounded on all sides by development or roads. It will not negatively impact the environment.
 - Staff response: Staff has no objection.

SCHOOL CAPACITY REPORT:

As the subject property is used for non-residential purposes, school capacity is not applicable.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on September 18, 2023.

PUBLIC HEARING SCHEDULE:

November 14, 2023 – Planning Commission (5:30 P.M.)
December 6, 2023 – City Council (1:30 P.M.), First Reading
December 20, 2023 – City Council (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:

October 24, 2023 – Poster Placed on Property
October 24, 2023 – Mailed Notices to Adjacent Property Owners
October 27, 2023 – Advertised in the Apopka Chief

DEVELOPMENT REVIEW COMMITTEE:

Recommends approval of the change in Future Land Use from Office to Mixed-Use and finds the proposed amendment consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, recommending approval of the future land use amendment, based on the findings and facts presented in the staff report and exhibits.

LAND USE REPORT

RELATIONSHIP TO ADJACENT PROPERTIES

Direction	Future Land Use	Zoning	Present Use
North	Mixed-Use	PD (Planned Development)	Currently vacant – proposed grocery store with commercial outparcels and multifamily development
East	“County” Institutional	“County” A-1	Orange County Northwest Water Reclamation Facility
South	Mixed-Use	MU-ES-GT (Mixed-Use East Shore-Gateway)	Ascend Oakpointe apartments
West	Industrial	I-L (Light Industrial)	Industrial warehouse buildings

LAND USE ANALYSIS

Mixed-Use uses exist in this area of the City, and are located to the north and south of the subject property. Development must comply with the Mixed-Use future land use designation and be consistent with the

Comprehensive Plan policies, Development Design Guidelines, and Land Development Code. The property is currently undeveloped and is approximately 18.8 acres in size. This future land use amendment is being requested to allow for the potential development of retail, medical office and fast food restaurant uses on the subject property. The parcel is not located in the following areas:

Wekiva Parkway Interchange Vision Plan Area: No

Wekiva River Protection Area: No

Area of Critical State Concern: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The proposed FLUM Amendment request for a change from Office to Mixed-Use is consistent with the terms of the JPA (Second Amendment).

City of Apopka Comprehensive Plan Policies:

Future Land Use Element: Policy 3.1.r states that the primary intent of the Mixed-Use land use category is to allow a mixture of residential, office, commercial, industrial, recreation, institutional uses and public facilities uses to serve the residential and non-residential needs of special areas of the City. This mix of land uses may occur on a single parcel or multiple parcels in the form of: a permitted single use; a vertical combination of different permitted uses; or a horizontal mix of different permitted uses. The intensity of development within the mixed-use land use categories will vary depending on location and surrounding uses. Transit-oriented design elements shall be encouraged to promote multiple modes of transportation in the mixed use categories.

Transportation Element:

Policies 1.1 and 1.2 state that the City of Apopka is a Transportation Concurrency Exception Area. The property may be accessed from the northeast via an access easement.

Infrastructure Element:

Policies 1.1.1, 2.1.1 and 5.1.2 state the minimum levels of service for the City's wastewater and water systems as well as the City's solid waste collection service. The property currently has access to City water. City wastewater and reclaimed water are available for future connection. Additional demand can be provided by the City.

Conservation Element:

Policy 4.1 states that a habitat study is required for developments ten (10) acres or more in size. Therefore, a habitat study will be required for any proposed development on this parcel.

Land Use Calculations:

CURRENT: Office (0.3 floor area ratio)

0.3 X 18.8 Acres (818,928) square feet = 245,678 square feet of non-residential area maximum building area.

PROPOSED: Mixed-Use (1.0 FAR maximum)

1.0 X 12.25 acres (818,928) square feet = 818,928 square feet of non-residential maximum building area

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

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

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Approve the applicant's request to continue First Reading of Ordinance No. 3034 to January 3, 2024.

ATTACHMENTS:

1. FLU supporting documentation

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM OFFICE TO MIXED-USE FOR CERTAIN REAL PROPERTY LOCATED AT 1700 WEST KEENE ROAD, OWNED BY M.L. CARTER SERVICES, INC., TRUSTEE OF THE CARTER-KEENE ROAD LAND TRUST, COMPRISING 18.8 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

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

Section VI. Effective Date. This Ordinance shall become effective thirty-one (31) days after adoption. If challenged within thirty (30) days after adoption, the Ordinance shall become

ORDINANCE NO. 3034

PAGE 2

1 effective after the state land planning agency or the Administration Commission, respectively,
2 issues a final order determining that the adopted small-scale development amendment is in
3 compliance.
4

5 ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
6 _____ day of _____, 2023.

READ FIRST TIME: December 6, 2023

READ SECOND TIME AND
ADOPTED:

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

Cliff Sheppard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 27, 2023
November 10, 2023

1

EXHIBIT "A"

Parcel Identification Number(s): 29-21-28-0000-00-003

Location Map



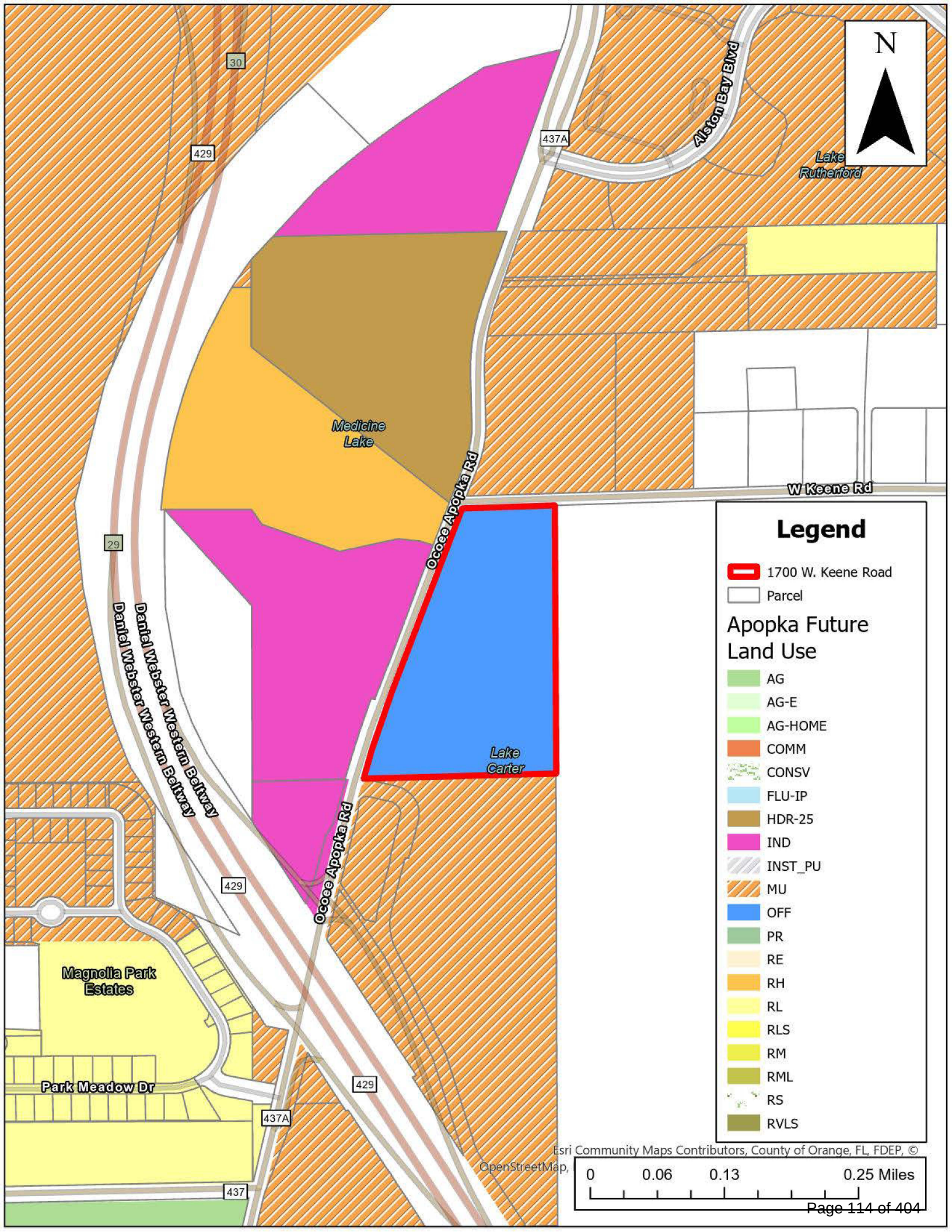


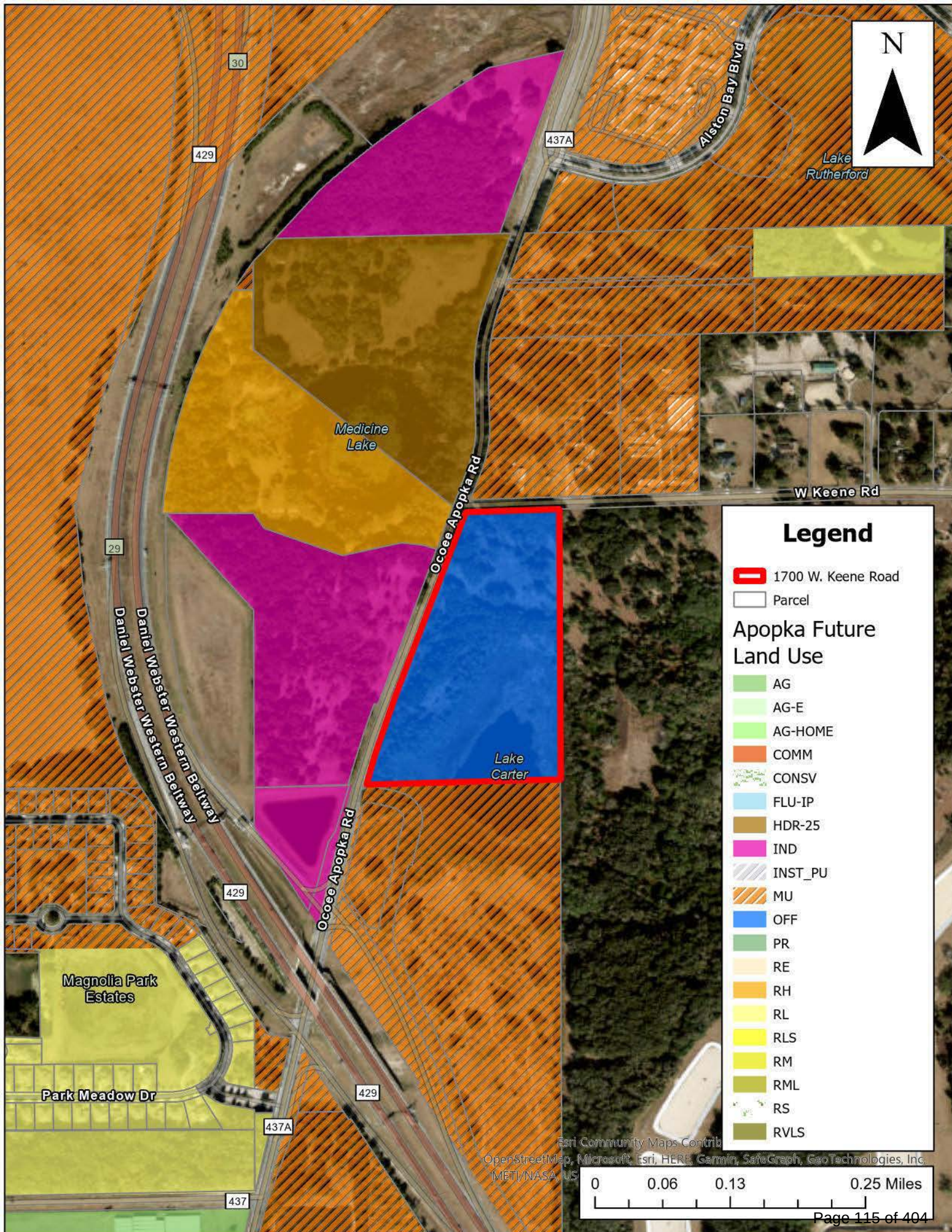
Legend

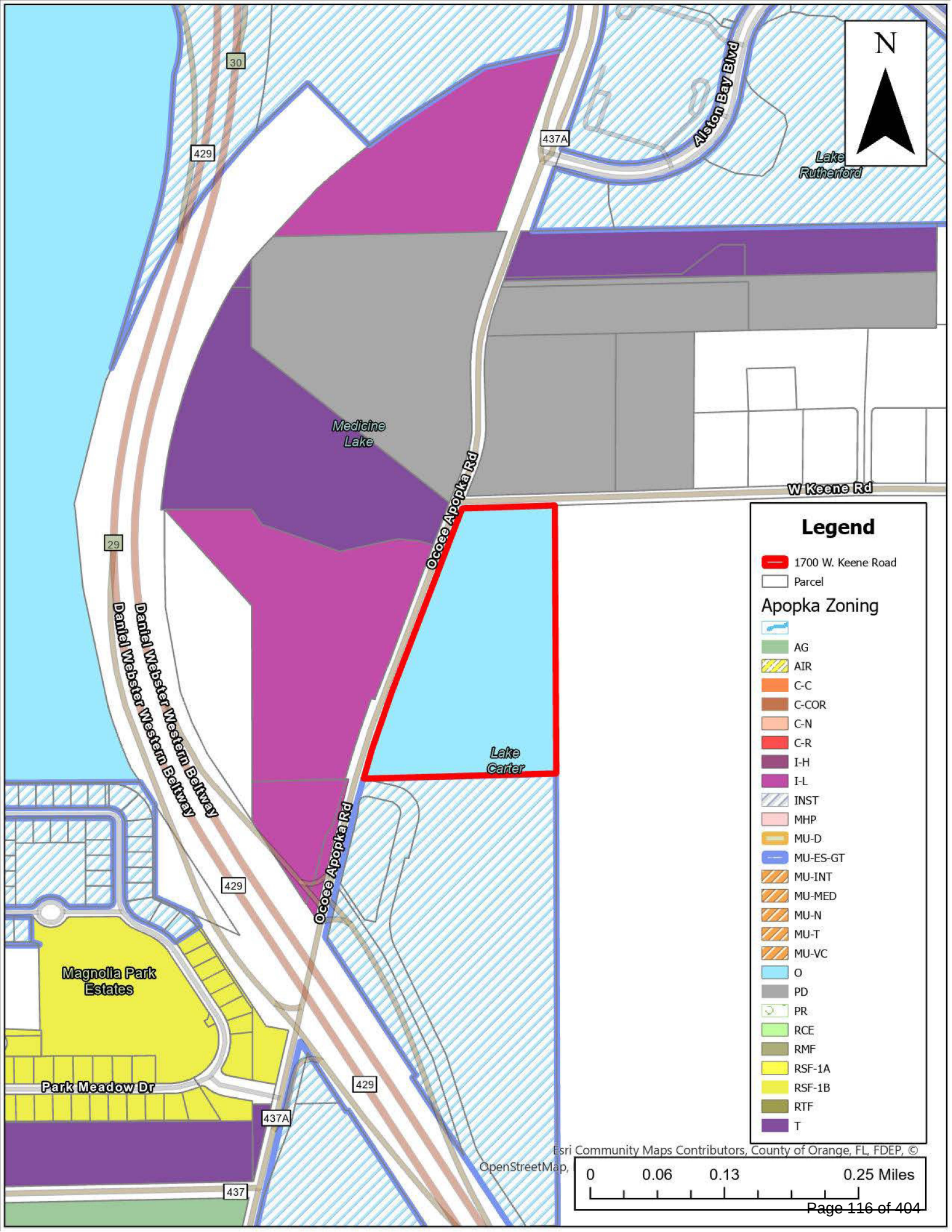
 1700 W. Keene Road

Esri Community Maps Contributor
OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc.
METI/NASA, US

0 0.06 0.13 0.25 Miles







Lake Rutherford

Alston Bay Blvd

437A

30

429

Medicine Lake

Ocoee Apopka Rd

W Keene Rd

29

Daniel Webster Western Beltway

Lake Carter

429

Ocoee Apopka Rd

429

437A

437

Magnolia Park Estates

Park Meadow Dr

Legend

1700 W. Keene Road

Parcel

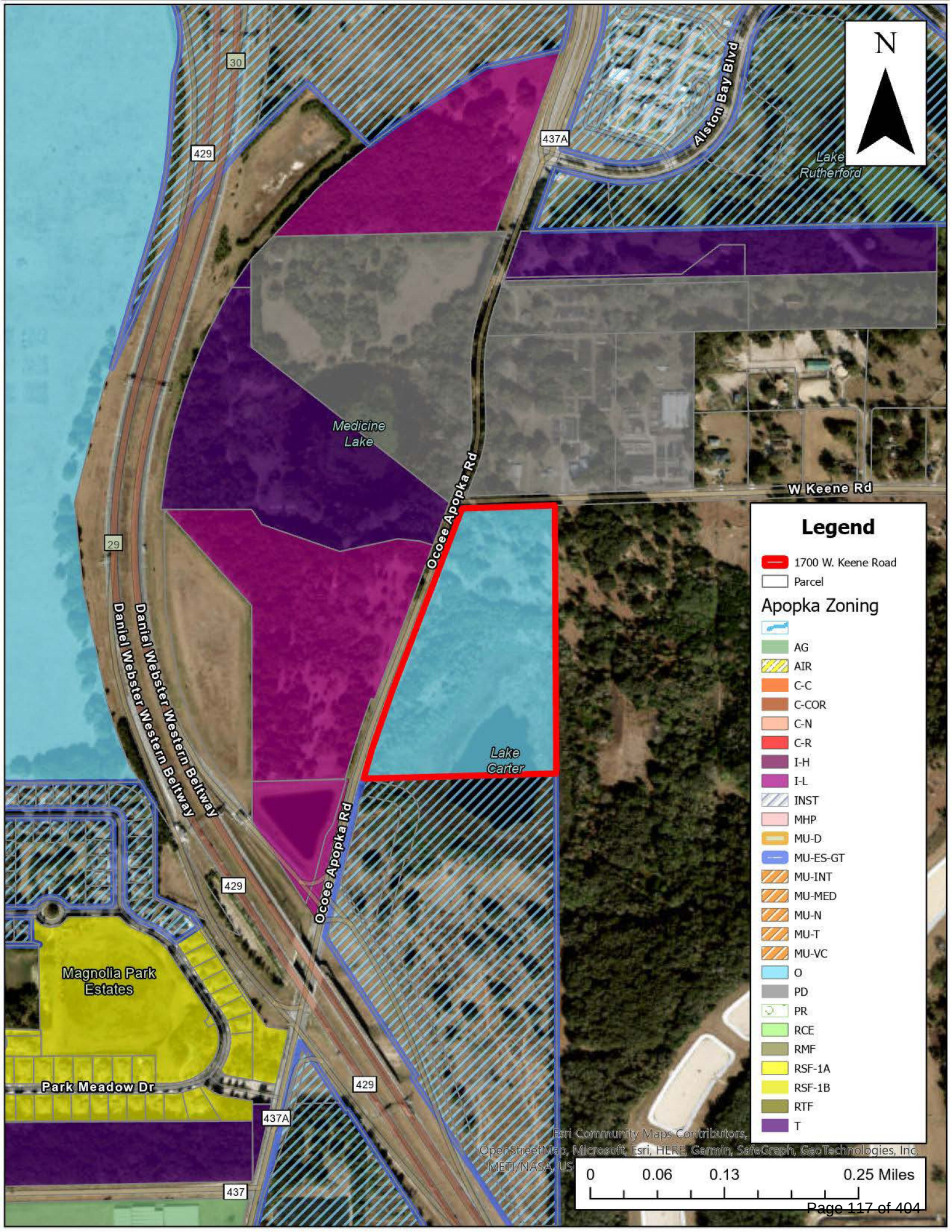
Apopka Zoning

- AG
- AIR
- C-C
- C-COR
- C-N
- C-R
- I-H
- I-L
- INST
- MHP
- MU-D
- MU-ES-GT
- MU-INT
- MU-MED
- MU-N
- MU-T
- MU-VC
- O
- PD
- PR
- RCE
- RMF
- RSF-1A
- RSF-1B
- RTF
- T

Esri Community Maps Contributors, County of Orange, FL, FDEP, ©

OpenStreetMap,

0 0.06 0.13 0.25 Miles





City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 4.

Meeting Date: December 6, 2023

Department: Community Development

SUBJECT:

First Reading - Ordinance No. 3035, request for continuance to January 3, 2024.

REQUEST:

Request for continuance of First Reading of Ordinance No. 3034 to January 3, 2024 as the applicant has amended the application to change the zoning designation from Office (O) to Mixed-Use East Shore Gateway (MU-ES-GT) to Office (O) to Community Commercial District (C-C). The new public hearing dates were re-advertised in the Apopka Chief, Friday, December 1, 2023.

SUMMARY:

ZONING REPORT:

This chart includes the relationships to adjacent properties.

Direction	Future Land Use	Zoning	Present Use
North	Mixed-Use	PD(Planned Development)	Currently vacant - proposed grocery store with commercial outparcels and multifamily development
East	"County" Industrial	"County" A-1	Orange County Northwest Water Reclamation Facility
South	Mixed-Use	MU-ES-GT (Mixed-Use East Shore-Gateway)	Ascend Oakpointe apartments
West	Industrial	I-L (Light Industrial)	Industrial warehouse buildings

PROJECT SUMMARY:

The subject property is approximately 18.8 acres in size and is located at 1700 W. Keene Road, and is currently vacant. This application is being processed simultaneously with an application to amend the Future Land Use designation from Office to Mixed-Use. The parcel is currently vacant. The applicant is requesting the Rezoning for the potential development of retail, medical office and fast food restaurant uses on the property. Per Land Development Code Table 4.2.2.C, Retail sales and services (with the exception of bank and other financial institution and drug store and pharmacy), and fast food restaurants are not permitted uses in the O (Office) zoning district, thus the request for the rezoning. The proposed MU-ES-GT zoning district is compatible with the area as property to the south has a zoning designation of MU-ES-GT, and the property to the north, located on the north side of Keene Road has a zoning of PD (Planned Development), which permits MU-ES-GT uses including fast food restaurants.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
 - Applicant's response: We believe the proposed project serves the goals, objectives and policies of the City.
 - Staff response: Staff has no objection.
2. Is in conflict with any provisions of the LDC;
 - Applicant's response: The proposed Development is not in conflict with the LDC.
 - Staff response: Staff has no objection.
3. Addresses a demonstrated community need;
 - Applicant's response: The project will provide retail and medical office to serve the hospital and local community.
 - Staff response: Staff has no objection.
4. Is required by changed conditions;
 - Applicant's response: The change is to allow drive thru restaurant which isn't allowed in Office. Mixed use future land use is currently already located on the north side of Keene Road.
 - Staff response: Staff has no objection.
5. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - Applicant's response: The proposed Development fits in with the surrounding development. There is a Publix Plaza to the north, Industrial to the west, Orange County treatment facility to the east and a Lake to the South.
 - Staff response: Staff has no objection.
6. Would result in a logical and orderly development pattern;
 - Applicant's response: The project would fill the last corner of this intersection with Retail/Commercial.
 - Staff response: Staff has no objection.
7. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
 - Applicant's response: The project will be served with Potable and wastewater, as well as Ocoee-Apopka Road and Keene Road.
 - Staff response: Staff has no objection.
8. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
 - Applicant's response: The Parcel is essentially an infill piece surrounded on all sides by development or roads. It will not negatively impact the environment.
 - Staff response: Staff has no objection.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on September 18, 2023.

PUBLIC HEARING SCHEDULE:

November 14, 2023 – Planning Commission (5:30 P.M.)
December 6, 2023 – City Council (1:30 P.M.), First Reading
December 20, 2023 – City Council (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:

October 27, 2023 – Apopka Chief
October 24, 2023 – Mailed notices to adjacent property owners; Posters placed on property

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Approve the applicant's request to continue First Reading of Ordinance No. 3035 to January 3, 2024.

ATTACHMENTS:

1. Rezoning supporting documentation

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM O (OFFICE) TO MU-ES-GT (MIXED-USE EAST SHORE-GATEWAY), FOR CERTAIN REAL PROPERTY LOCATED AT 1700 WEST KEENE ROAD; OWNED BY M.L. CARTER SERVICES, INC., TRUSTEE OF THE CARTER-KEENE ROAD LAND TRUST COMPRISING 18.8 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Bryan Potts, P.E. has requested a change in zoning on said property as identified in Section I of this ordinance; and

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

Section II. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida. The applicant shall obtain all approvals as required, if any, per the Orange County Charter and the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency.

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

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

ORDINANCE NO. 3035

PAGE 2

49
50
51
52

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
____ day of _____, 2023.

READ FIRST TIME: December 6, 2023

READ SECOND TIME AND
ADOPTED:

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

Cliff Sheppard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 27, 2023
November 10, 2023

EXHIBIT "A"

Parcel Identification Number(s): 29-21-28-0000-00-003

Location Map





W Keene Rd

Medicine Lake

Lake Carter

Lake Rutherford

Daniel Webster Western Beltway

Ocoee Apopka Rd

Ocoee Apopka Rd

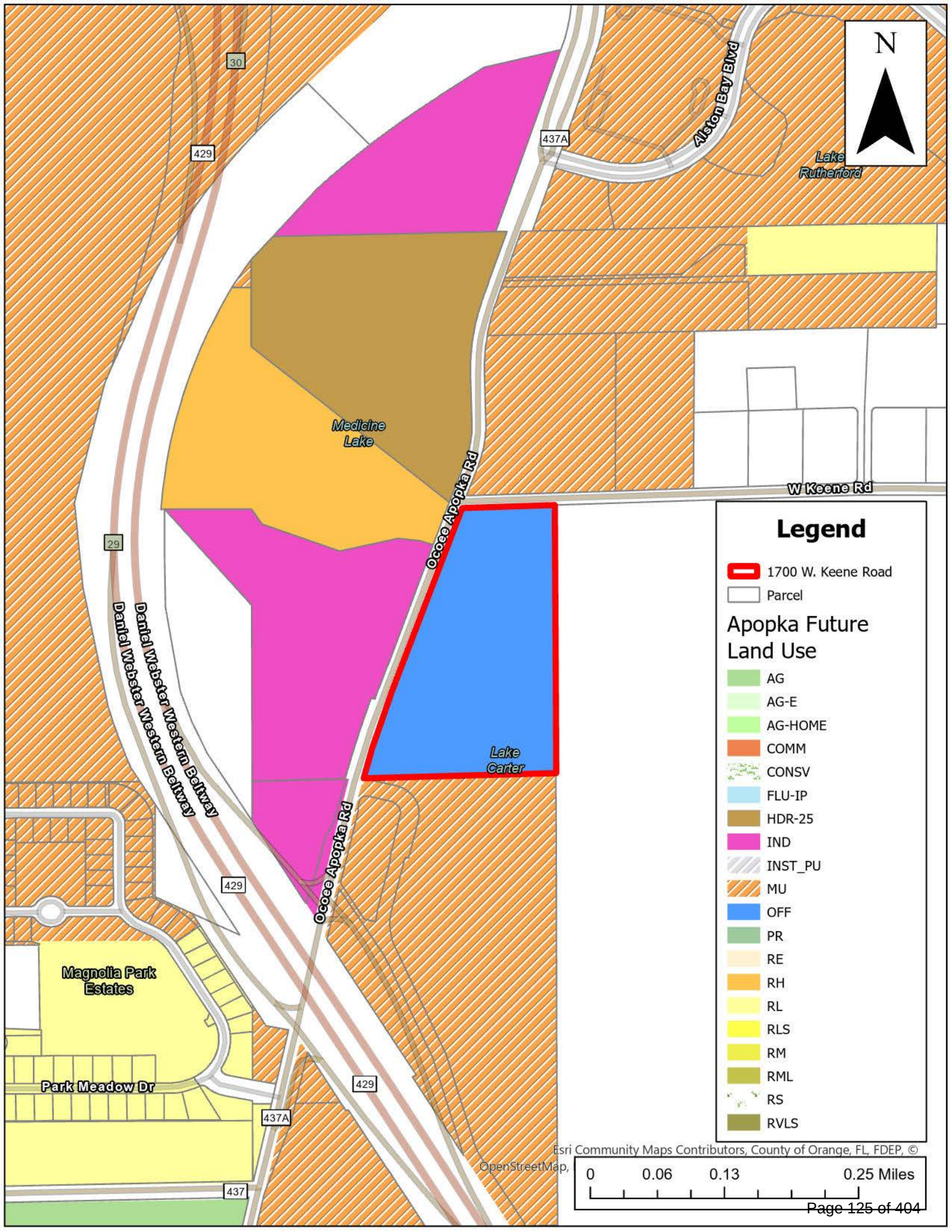
Magnolia Park Estates

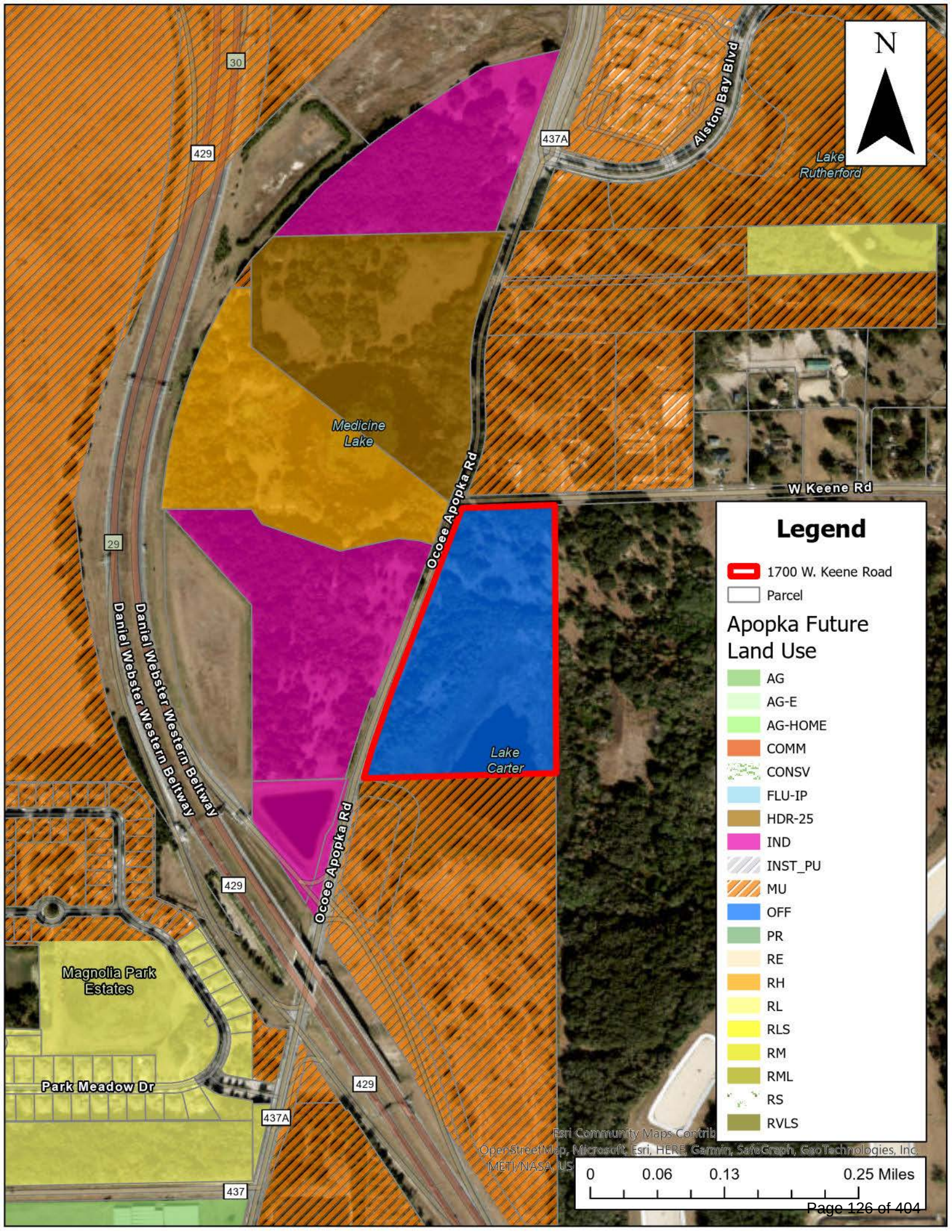
Park Meadow Dr

Legend

 1700 W. Keene Road

0 0.06 0.13 0.25 Miles





Legend

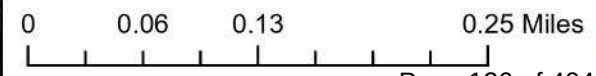
 1700 W. Keene Road

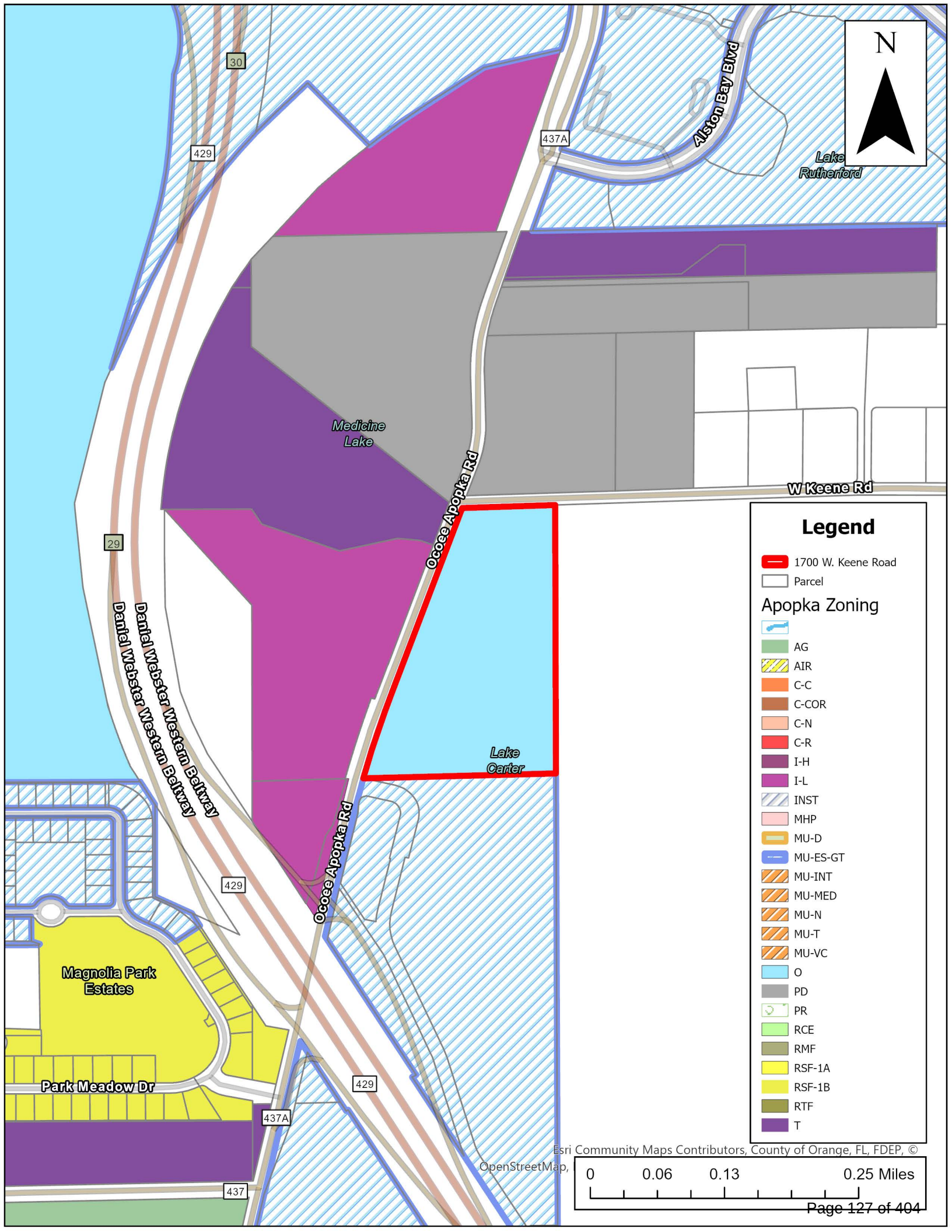
 Parcel

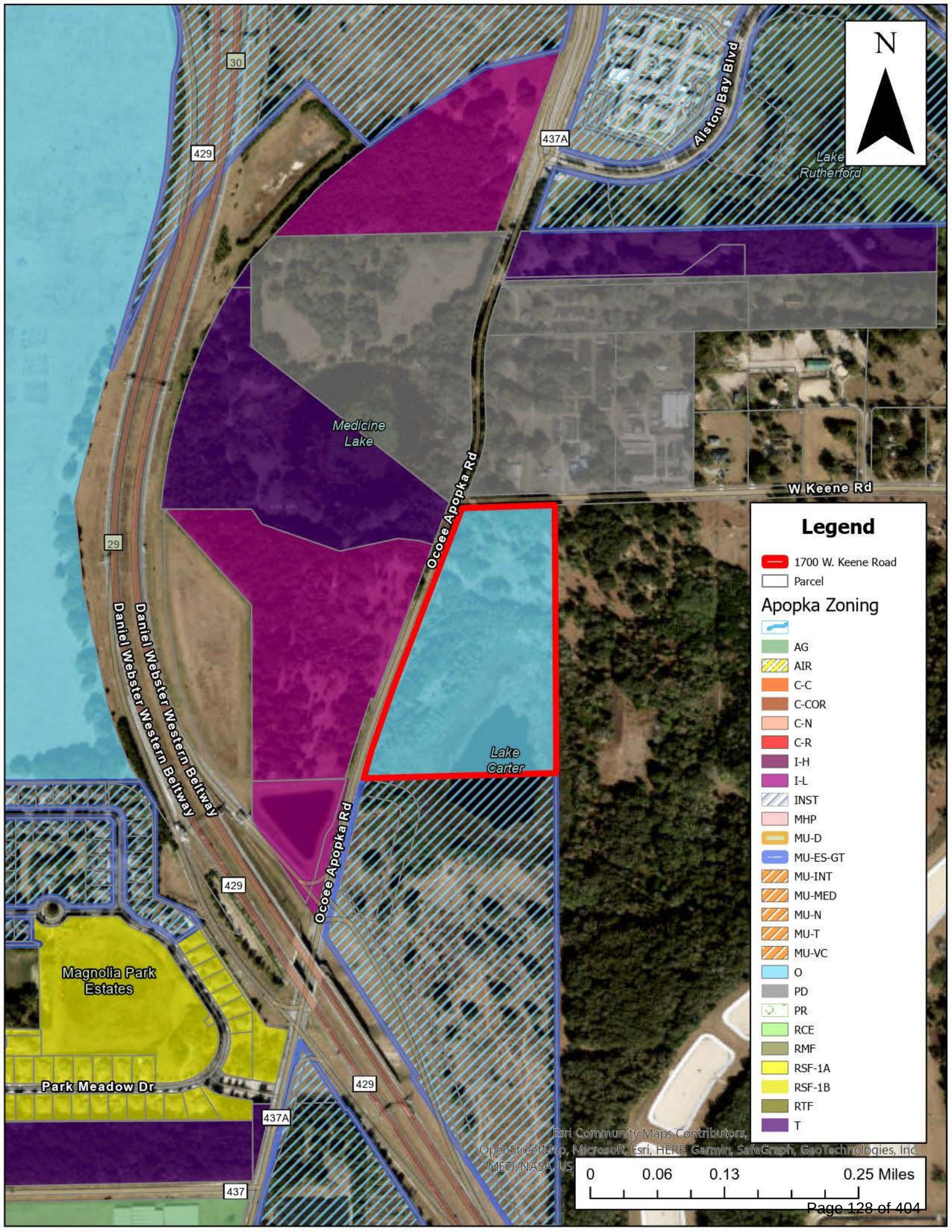
Apopka Future Land Use

-  AG
-  AG-E
-  AG-HOME
-  COMM
-  CONSV
-  FLU-IP
-  HDR-25
-  IND
-  INST_PU
-  MU
-  OFF
-  PR
-  RE
-  RH
-  RL
-  RLS
-  RM
-  RML
-  RS
-  RVLS

Esri Community Maps Contributor
OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc.
METI/NASA, US







Lake Rutherford

W Keene Rd

Legend

1700 W. Keene Road

Parcel

Apopka Zoning



AG

AIR

C-C

C-COR

C-N

C-R

I-H

I-L

INST

MHP

MU-D

MU-ES-GT

MU-INT

MU-MED

MU-N

MU-T

MU-VC

O

PD

PR

RCE

RMF

RSF-1A

RSF-1B

RTF

T

Esri Community Maps Contributors,
OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc.
METI/NASA, US

0 0.06 0.13 0.25 Miles



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 5.

Meeting Date: December 6, 2023

Department: Community Development

SUBJECT:

Ordinance Number 3038 - First Reading - PD (Planned Development) Rezoning, Master Plan and PD Agreement
- Plymouth Sorrento Apartments

REQUEST:

Accept the first reading of Ordinance Number 3038 and hold it over for second reading and adoption on January 3, 2024 or soon thereafter.

SUMMARY:

Owner(s): Peggy G Charlton Living Trust 1/2 Int, Gary D Charlton Living Trust 1/2 Int, and Gary D Charlton Living Trust

Applicant(s): Appian Engineering, LLC c/o Luke Classon, P.E.

Location: 750 and 922 Plymouth Sorrento Road

Project: 242 multifamily units; 13.04 acres

Density: 18.56 dwelling units per acre

Project Manager: Jean Sanchez

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	Commercial and County Rural	C-N (Neighborhood Commercial) and County A-1 (Citrus Rural)	Single Family Residence and Vacant (Floridian Town Center Parcel)
East	Residential Low	RTF (Residential Two-Family)	Single Family Residence and Plymouth Landing Residential Subdivision
South	Industrial and County Commercial	I-L (Light Industrial, County C-2 (General Commercial District and County PD (Planned Development)	Automobile Service Station and Repair Facility
West	Commercial and Mixed Use	MU-ES-GT (Mixed-Use – East Shore – Gateway)	SR 429 and Retention Pond

PROJECT SUMMARY:

The Plymouth Sorrento Apartments PD (Planned Development) is a consolidation of two parcels, totaling approximately 13.04 acres. The properties have current zoning designations of T (Transitional) and C-C (Community Commercial) have a future land use designation of HDR-25 (High Density Residential), permitting up to 25 dwelling units per acre. The HDR-25 future land use designation was adopted by the City Council on

October 4, 2023. The future land use designation was adopted based on the ongoing development trends and market demands for multi-family development. The Plymouth Sorrento Apartments PD is located west of Plymouth Sorrento road, north of U.S. 441 and east of SR 429.

The PD proposes to construct 242 multifamily units with a density of 18.55 dwelling units per acre. The applicant has worked with staff to design the site to locate the buildings and amenity/recreation/open space areas to ensure its compatibility with existing adjacent uses. This proposed multifamily development serves as a transition from the commercially intensive uses along U.S. 441 and adjacent to SR 429 to the existing single-family uses east of Plymouth Sorrento Road. Proposed ingress and egress for the project are located on Plymouth Sorrento Road and on the southwestern portion of the proposed development, at the intersection of Orange Avenue and U.S. 441. The applicant has been coordinating with Florida Department of Transportation and Central Florida Expressway Authority in reference to designing the access at the Orange Avenue/U.S. 441 intersection.

The applicant also proposes enhanced landscaping, a building buffer of approximately 100 feet and a decorative fence from Plymouth Sorrento Road. A dedication of a 30-foot wide right-of-way to the public is also provided along the project frontage on Plymouth Sorrento Road. The amenity package includes a pool, deck, clubroom, recreation lawn, fitness center, pet spa and outdoor grills in the centralized open space/amenity area. Additional amenities of a dog park, as well as a six-foot wide recreation trail surrounding the stormwater pond with benches and other amenity equipment are also proposed by the applicant.

Per Section 3.7.F.2 of the Land Development Code, the applicant is required to enter into a Planned Development Agreement. This agreement addresses how public facilities will be provided to the development, maintenance of amenities, provisions related to environmental protection, identification of community benefits and permitted uses.

Based on the review of the proposed Master Plan and PD Agreement, Staff has the following findings of the proposed change of zoning in accordance with LDC Section 2.5.1.D.3:

- a. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
- b. Is in conflict with any provisions of the LDC;
- c. Addresses a demonstrated community need;
- d. Is required by changed conditions;
- e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
- f. Would result in a logical and orderly development pattern;
- g. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment;
- h. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).

COMPREHENSIVE PLAN COMPLIANCE:

The proposed use of the property, as depicted on the Master Plan, is consistent with the HDR-25 Land Use designation, which was adopted on the subject properties on October 4, 2023 and detailed within the Future Land Use Element of the Comprehensive Plan.

SCHOOL CAPACITY REPORT:

Orange County Public Schools (OCPS) has indicated that capacity for the proposed development is not available at the elementary, middle and high school levels. Capacity for this development is deficient by 34.968, 16.120 and 19.840 seats at the elementary, middle and high school level, respectively. The project, based on its location, is served by Wolf Lake Elementary, Wolf Lake Middle, and Apopka High School.

ORANGE COUNTY NOTIFICATION:

Pursuant to Section 7 of the Joint Planning Area agreement, Orange County was notified of the Comprehensive Plan Amendment on April 10, 2023 and Change of Zoning on October 20, 2023.

PUBLIC HEARING SCHEDULE:

November 14, 2023 – Planning Commission (5:30 P.M.)
December 6, 2023 – City Council (1:30 P.M.) – 1st Reading
January 3, 2023 – City Council (1:30 P.M.) – 2nd Reading/Adoption

DULY ADVERTISED:

October 26, 2023 – Placards posted on property
October 27, 2023 – Apopka Chief and mailed notices to adjacent property owners
November 10, 2023 – Apopka Chief

FUNDING SOURCE:

Not applicable

RECOMMENDED MOTION:

Development Review Committee:

Recommends approval of the proposed Plymouth Sorrento Apartments – Change of Zoning, from T (Transitional) and C-C- to PD (Planned Development), and its accompanying Master Plan, finding it consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas.

Planning Commission:

At its meeting on November 14, 2023, the Planning Commission found the proposed Plymouth Sorrento Apartments – Change of Zoning, from T (Transitional) and C-C to PD (Planned Development) and its accompanying Master Plan consistent with the Comprehensive Plan and Land Development Code, compatible with the character of the surrounding areas. The Planning Commission, on a 3 to 2 vote, recommended approval of the rezoning and Master Plan, based on the findings and facts presented in the staff report and exhibits.

Recommended Motion - City Council:

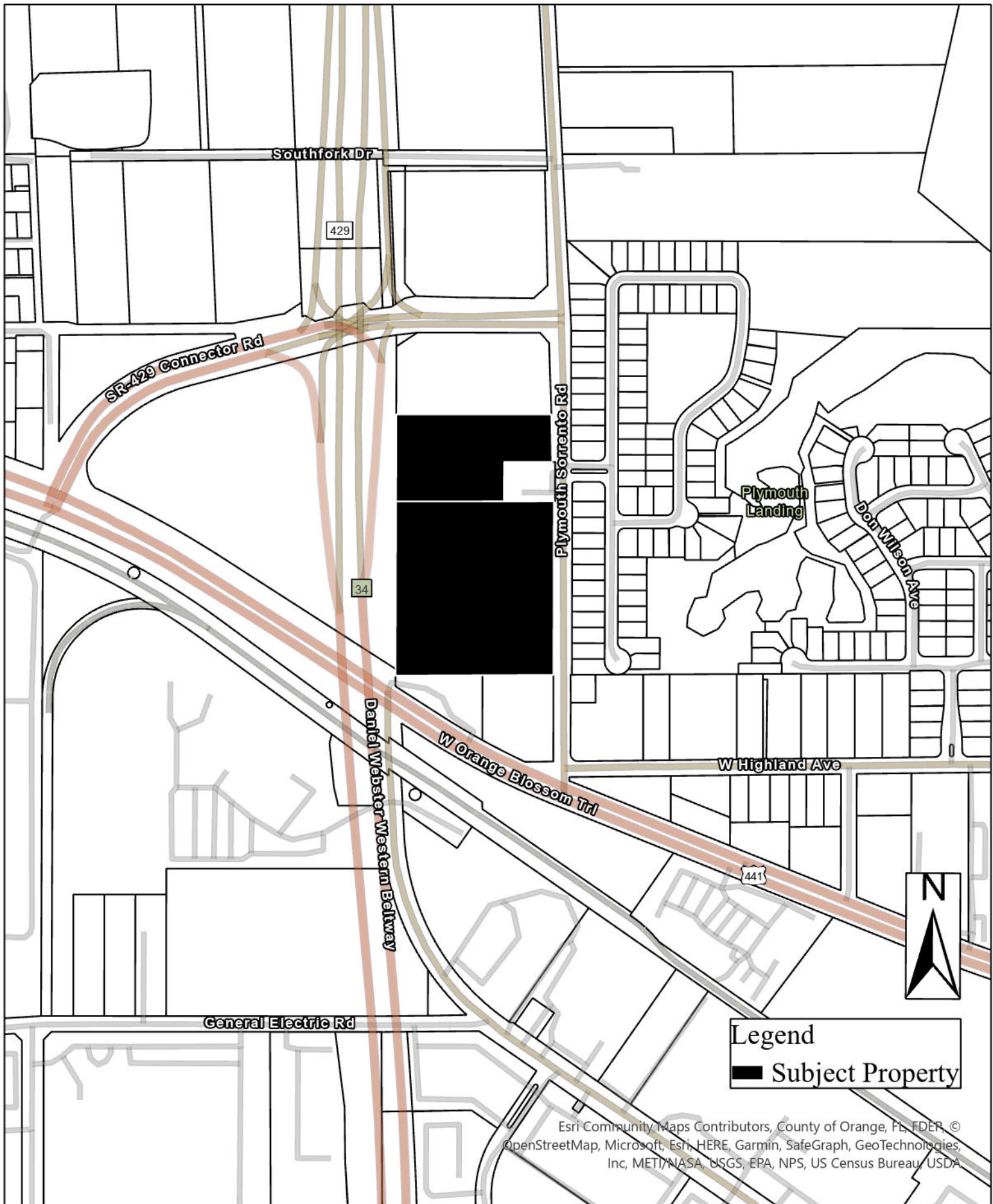
Accept the first reading of Ordinance Number 3038 and hold it over for second reading and adoption on January 3, 2024 or soon thereafter.

ATTACHMENTS:

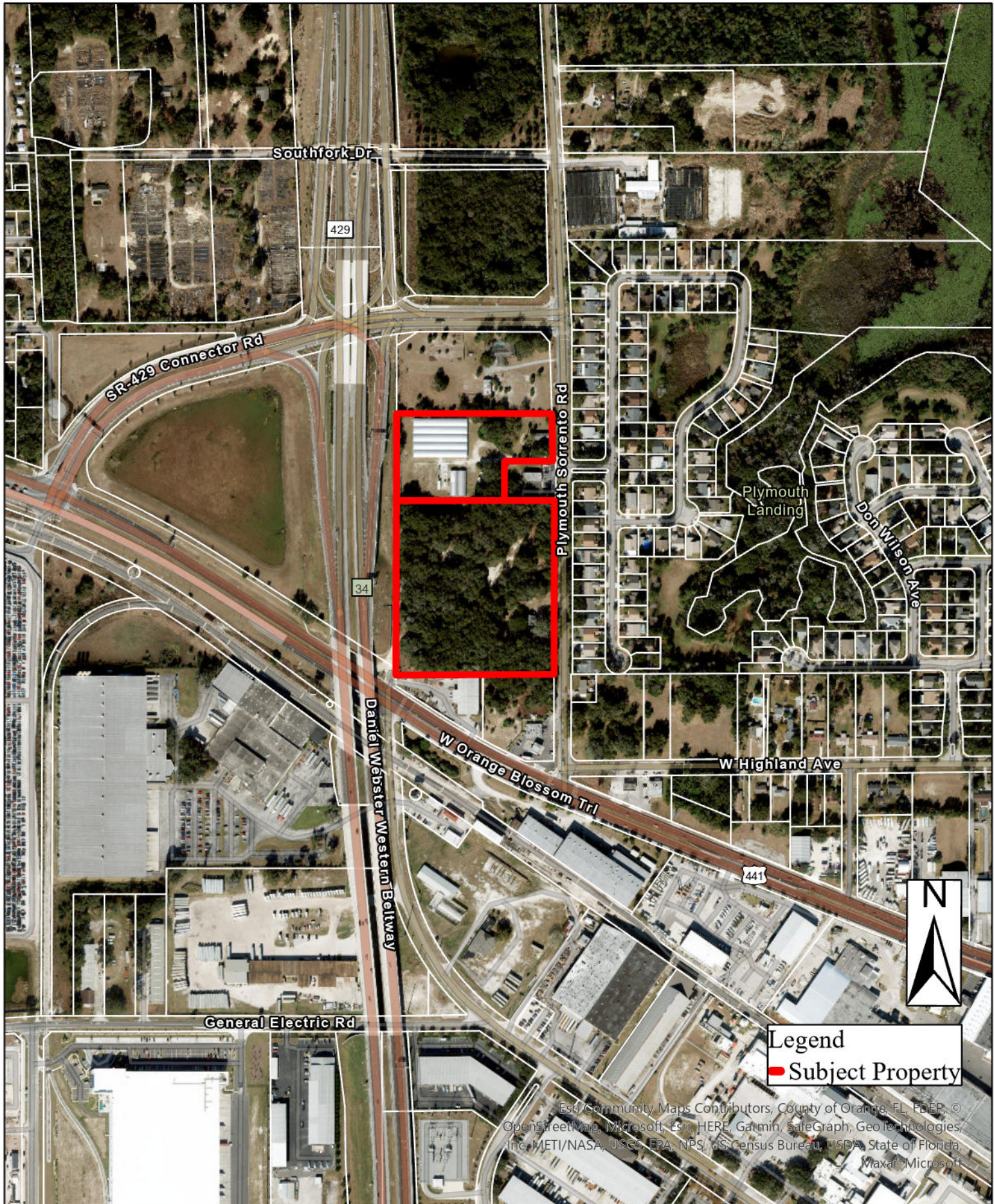
1. Maps
2. Plymouth Sorrento Apartments PD - Master Plan
3. Ordinance Number 3038
4. Plymouth Sorrento Apartments PD - DA

5. Plymouth Sorrento Apartments PD - OCPS School Capacity

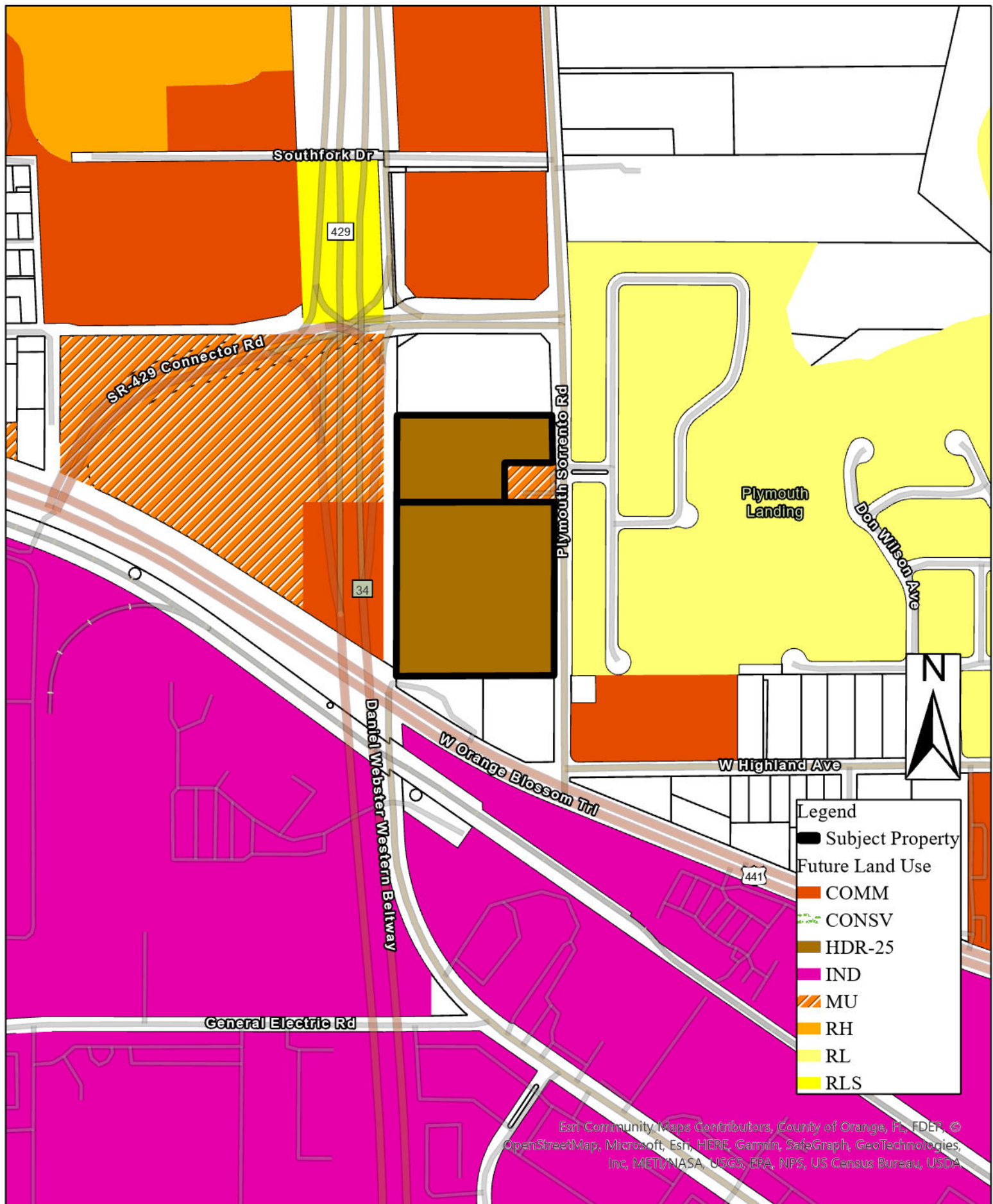
Vicinity



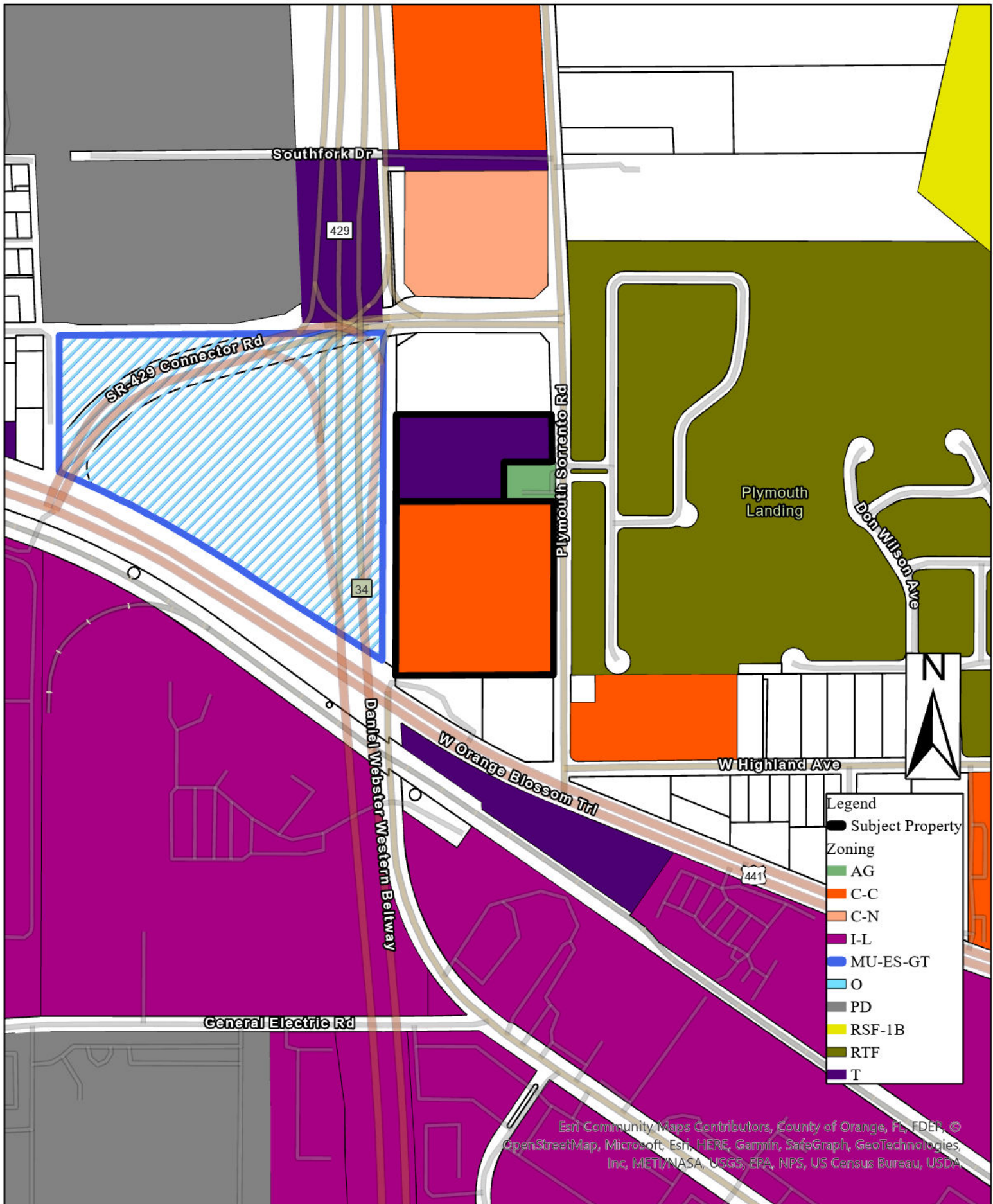
Zoning



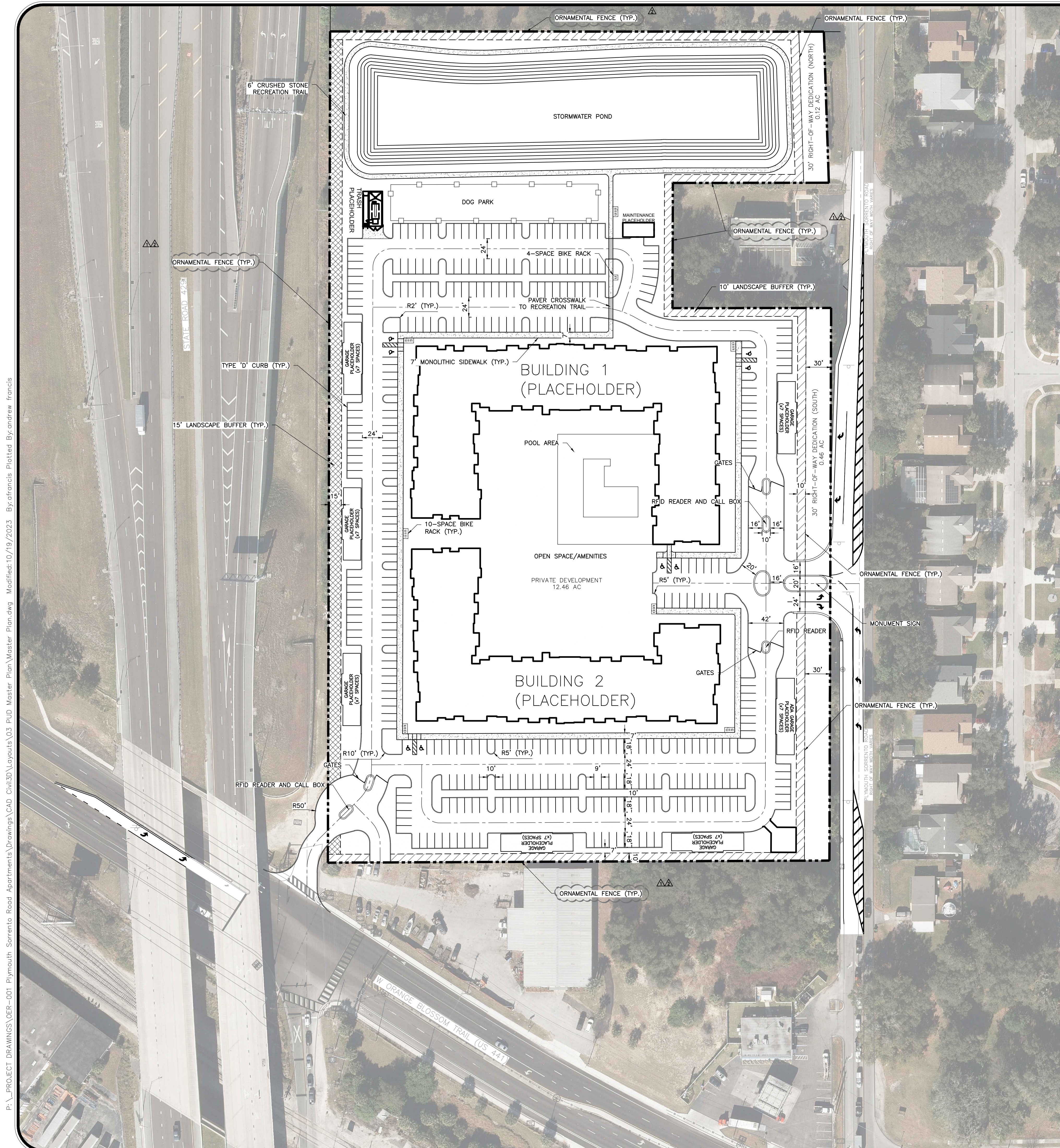
Future Land Use



Zoning

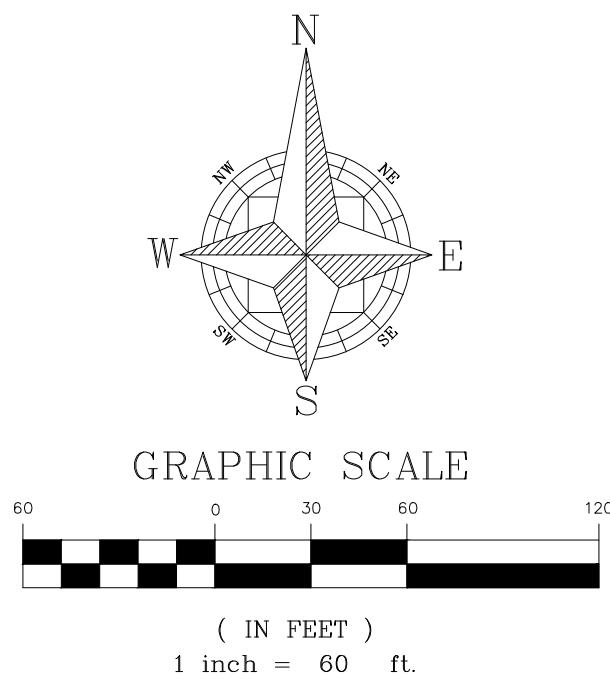


Esri Community Maps Contributors, County of Orange, FL, FDER, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA



LEGEND

-  **PROPERTY BOUNDARY**
 **10' LANDSCAPE BUFFER**
 **15' LANDSCAPE BUFFER**

**SITE DATA:**

- | | | |
|-----|---------------------------|---|
| 1. | OCPA - PARCEL ID #: | 06-21-28-7172-08-040, 06-21-28-7172-08-050 |
| 2. | PROPERTY ADDRESS: | 750 & 922 PLYMOUTH SORRENTO ROAD
APOPKA, FLORIDA 34712 |
| 3. | TOTAL PROPERTY AREA: | 13.04 AC |
| 4. | RIGHT-OF-WAY DEDICATION: | 0.58 AC |
| 5. | DEVELOPABLE AREA: | 12.46 AC |
| 6. | FEMA FIRM MAP FLOOD ZONE: | X
FIRM PANEL #1209SC01001 DATED SEPTEMBER, 24, 2021. |
| 7. | EXISTING FUTURE LAND USE: | AG, COMM |
| 8. | PROPOSED FUTURE LAND USE: | HDR-25 |
| 9. | ADJACENT FUTURE LAND USE: | R (COUNTY)
C (COUNTY), PD (COUNTY)
RL (COUNTY)
COMM (CITY), MU (CITY) |
| 10. | EXISTING ZONING: | T, C-C |
| 11. | PROPOSED ZONING: | PD |
| 12. | ADJACENT ZONING: | A-1 (COUNTY)
RSTD CD-2 (COUNTY), PD (COUNTY)
RTF (CITY)
MU-ES-GT (CITY) |
| 13. | DEVELOPMENT PROGRAM: | 242 UNITS  |
| 14. | ALLOWED DENSITY (HDR-25): | 25.00 DU/AC |
| 15. | PROPOSED DENSITY: | 18.56 DU/AC |
| 16. | MAXIMUM BUILDING HEIGHT*: | 49 ft. |

***BUILDING HEIGHT IS MEASURED AS THE VERTICAL DISTANCE FROM FINISHED GRADE TO THE MEAN HEIGHT LEVEL BETWEEN THE EAVES PER THE CITY OF APOPKA LAND DEVELOPMENT CODE SECTION 10.2.1.**

- | | | |
|------------------------------|------------|---|
| 17. MINIMUM LIVING AREA: | |  |
| 1 BEDROOM | 690 SF | |
| 2 BEDROOM | 1,110 SF | |
| 3 BEDROOM | 1,400 SF | |
| 18. PARKING SPACES REQUIRED: | 533 SPACES | |

- 18. PARKING SPACES REQUIRED: 533 SPACES**

**PER SECTION 5.1.6. OF THE CITY OF APOPKA 2019 LAND DEVELOPMENT CODE.
(242 DWELLING UNITS x 2 RESIDENT SPACES PER UNIT = 484 SPACES)
(484 RESIDENT SPACES x 0.1 VISITOR SPACE PER RESIDENT SPACE = 49 SPACES)**

- | | |
|-------------------------------------|---------------------|
| 19. PARKING SPACES PROPOSED: | |
| 9' X 18' STANDARD SPACES | 367 |
| 12' X 18' ADA SPACES | 8 |
| GARAGE SPACES | 48 |
| ADA GARAGE SPACES | 1 |
| TOTAL | 424 (1.75 SP |

****REFER TO ALTERNATIVE PARKING ANALYSIS BY TRAFFIC & MOBILITY CONSULTANTS, LLC.**

- | | |
|-------------------------------|------------------|
| 20. BICYCLE PARKING REQUIRED: | |
| SHORT TERM (1 PER 20 UNITS) | 13 SPACES |
| LONG TERM (1 PER 4 UNITS) | 61 SPACES |
| TOTAL | 74 SPACES |

- | | |
|--------------------------------------|------------------|
| 21. BICYCLE PARKING PROPOSED: | |
| 1x 4-SPACE BIKE RACK | 4 SPACES |
| 7x 10-SPACE BIKE RACK | 70 SPACES |
| TOTAL | 74 SPACES |

- | | | |
|----------------|--------|-----------|
| 22. SETBACKS: | CODE | PROPOSED |
| FRONT | 25ft. | 100 ft*** |
| REAR | 25 ft. | 100 ft. |
| SIDE | 15 ft | 45 ft. |
| STRUCTURES**** | | |
| CORNER | 25 ft. | N/A |

***MINIMUM FRONT SETBACK MEASURED FROM EDGE OF BUILDING TO WESTERN BOUNDARY OF DEDICATED RIGHT-OF-WAY.

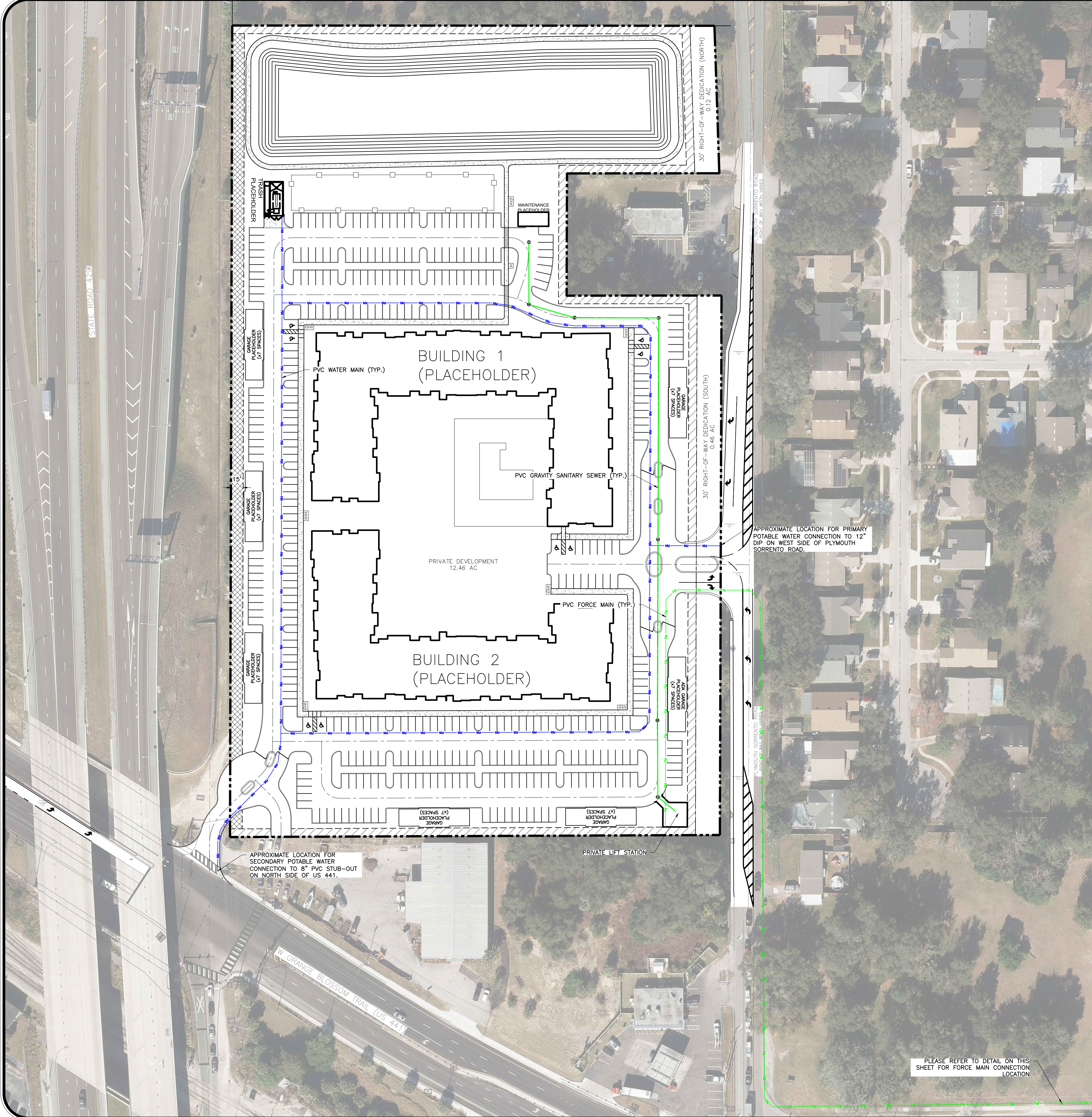
****ACCESSORY STRUCTURES SHALL HAVE A MINIMUM SEPARATION OF 10'.

- | | |
|--------------------------|-------------------|
| 23. OPEN SPACE REQUIRED: | 30% (3.91 AC) |
| 24. OPEN SPACE PROPOSED: | |
| LANDSCAPE BUFFERS: | ±0.65 AC |
| POOL/AMENITY: | ±1.40 AC |
| DOG PARK/TRAIL: | ±0.79 AC |
| STORMWATER POND (75%): | ±1.29 AC |
| | ±4.13 AC (±43.4%) |

25. **PROPOSED AMENITIES:**
ON-SITE LEASING OFFICE
CLUBROOM
RESORT-STYLE SALTWATER POOL
AMENITY DECK
POOL CABANA/PAVILION
RECREATION LAWN
CONFERENCE ROOM
CO-WORKING SPACE
FITNESS CENTER
YOGA LAWN
DOG PARK
PET SPA
OUTDOOR GRILLS
WALKING TRAIL

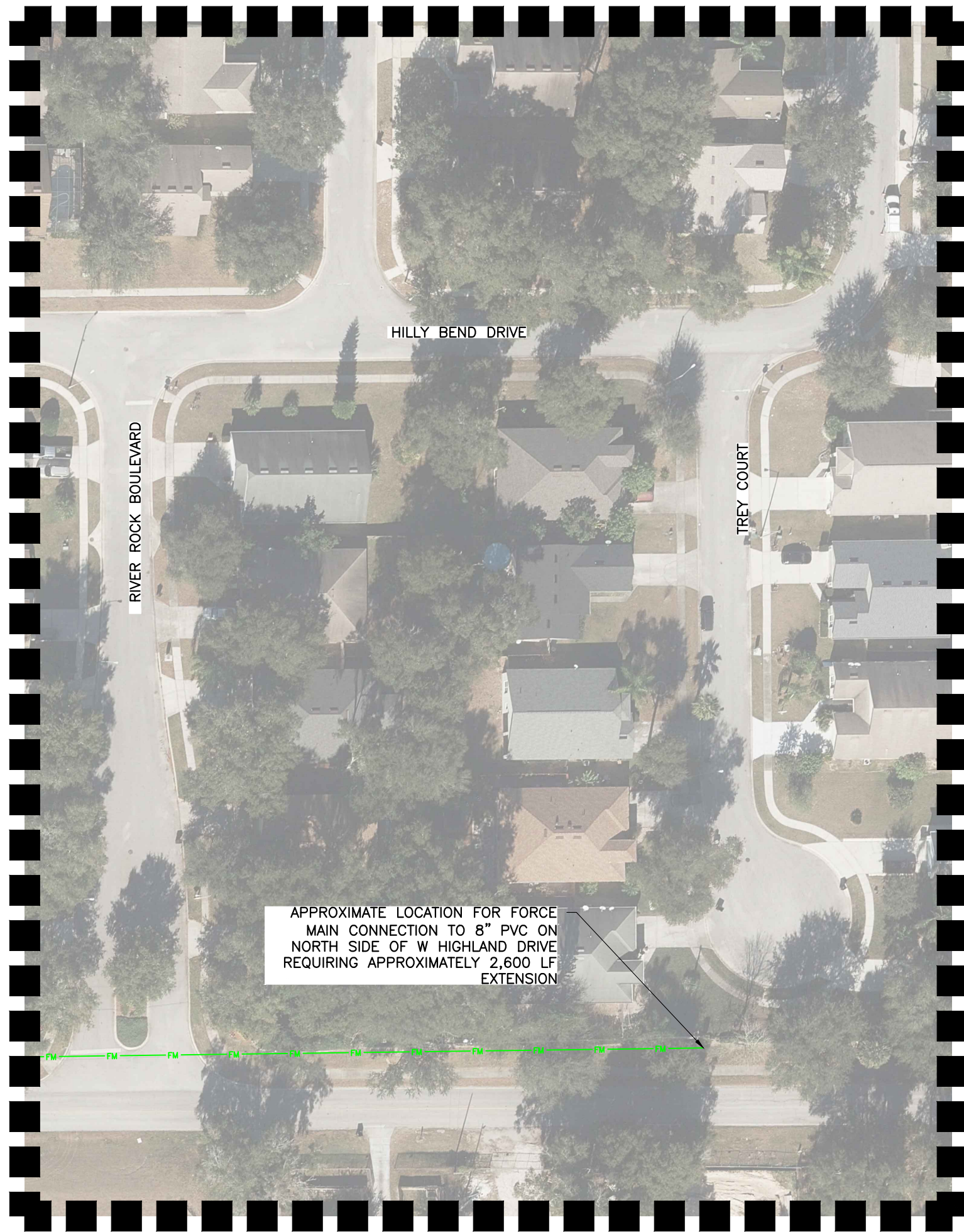
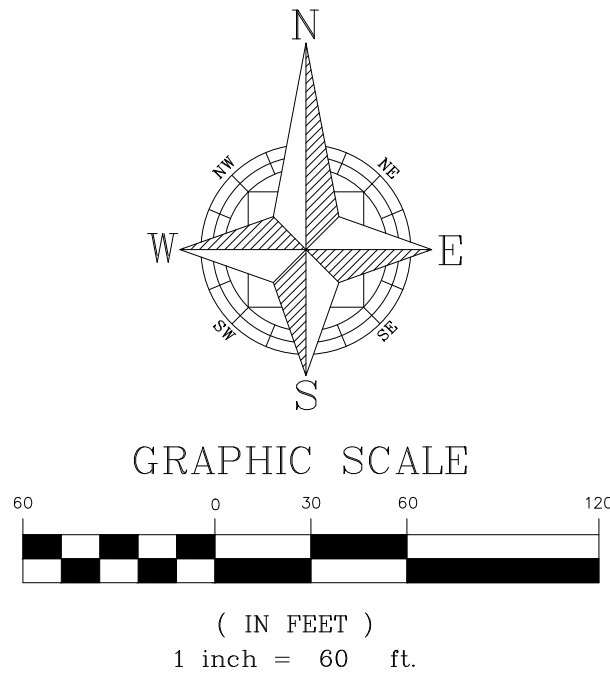
- 26. GREEN BUILDING STANDARDS:**
-ELEVATE NEW AND/OR EXISTING STRUCTURES
MORE THAN 3 FEET ABOVE BASE FLOOD ELEVATION **4.00+ pt.**

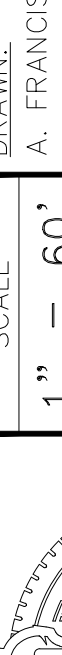
[illegible]



LEGEND

- WM PROPOSED POTABLE WATER MAIN
- FM PROPOSED FORCE MAIN
- SS PROPOSED GRAVITY SANITARY SEWER



NOT FOR CONSTRUCTION 10/18/23		SCALE	DRAWN: A. FRANCIS	PD MASTER PLAN	CIVIL ENGINEERING LAND PLANNING						
		1" = 60'	DESIGNED: S. SIERRA-GIL	PRELIMINARY UTILITY LAYOUT	APPIAN ENGINEERING LLC.						
		PROJECT	CHECKED: L. GLASSON	PLYMOUTH SORRENTO APARTMENTS	APPIANFL.COM • 407.960.5868						
		OER-001	SHEET	CITY OF APOKA, FLORIDA	2221 Lee Road, Suite 21, Winter Park, Florida 32789						
	4	OF 4	DATE: 10/18/2023	STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION No. 1914							
								REV.	DATE	DESCRIPTION	
									10/18/23	CITY OF APOKA COMMENTS RECEIVED 10/16/2023	AF
									10/18/23	ADDITION OF DEVELOPMENT AGREEMENT	SCS
									09/21/23	CITY OF APOKA COMMENTS RECEIVED 09/05/2023	AF
											BY

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6

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

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

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

SECTION I: That the zoning classification of the following described property be changed as Planned Development (PD), as defined in the Apopka Land Development Code, and to conform to the following development standards and provisions, and subject to the following zoning provisions:

- Page 141 of 404

ORDINANCE NO. 3038

PAGE 2

1. Permit a single six-month extension for submittal of the required Minor or Major Development Plan;
2. Allow the PD zoning designation to remain on the property pending resubmittal of new Master Plan provisions and any conditions of approval; or
3. Rezone the property to an appropriate zoning classification.

SECTION II: That the zoning classification of the following described Property, attached hereto as Exhibit A and incorporated herein, being situated in the City of Apopka, Florida, is hereby PD as defined in the Apopka Land Development Code.

SECTION III: AUTHORITY OF COMMUNITY DEVELOPMENT DIRECTOR. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

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

SECTION V: That this Ordinance shall take effect upon the effective date of Ordinance No. 2992.

READ FIRST TIME: _____

READ SECOND TIME
AND ADOPTED: _____

Bryan Nelson, Mayor

ATTEST:

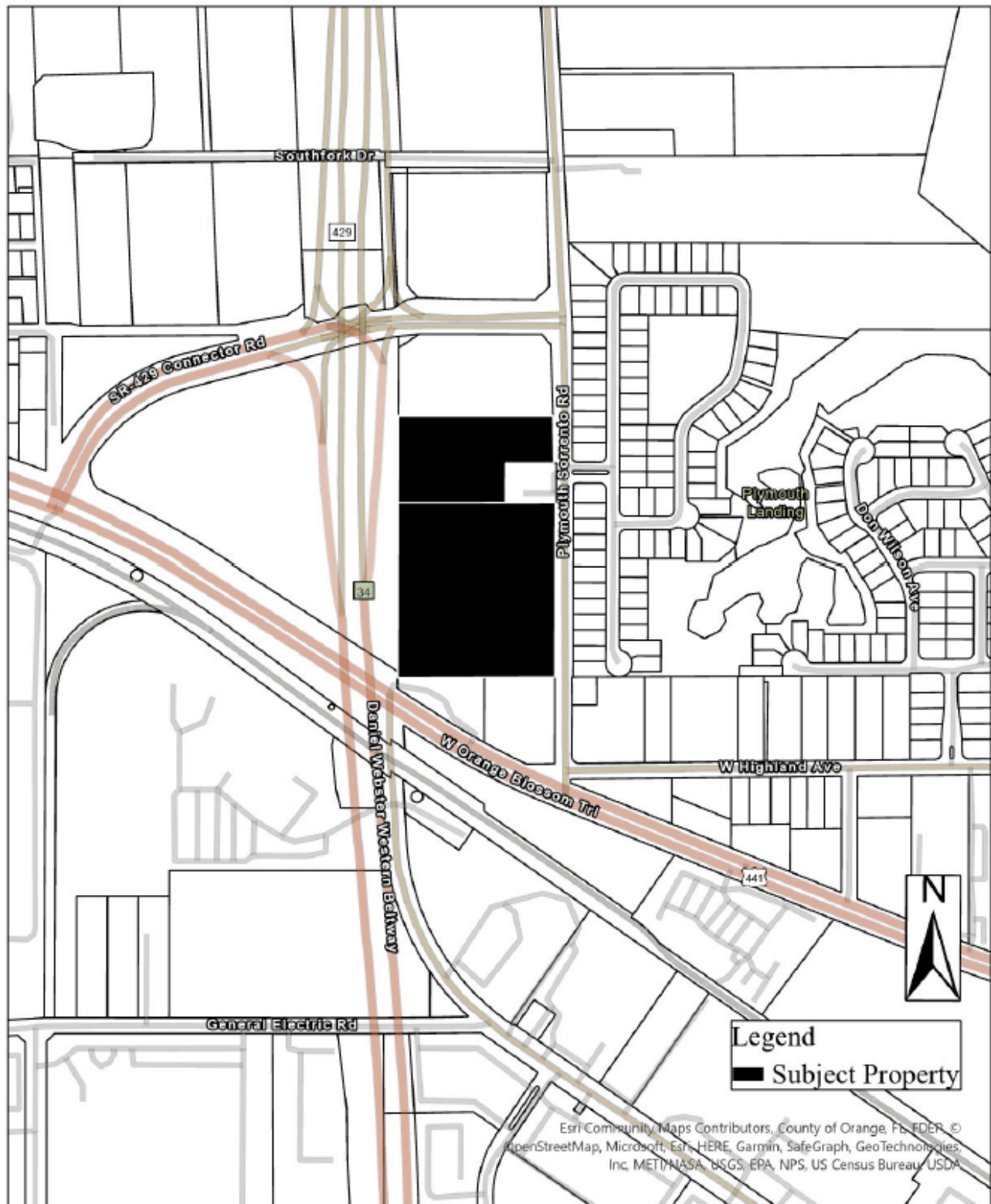
Susan M. Bone, City Clerk

APPROVED AS TO FORM

CLIFFORD B. SHEPARD, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 27, 2023

EXHIBIT "A"



This instrument prepared by and after
recording return to:

Jonathan P. Huels
Lowndes
215 N. Eola Drive
Orlando, Florida 32801

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

PLANNED DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 20__, by and between **Gary D. Charlton as Trustee for the Gardy D. Charlton Living Trust**, whose address is 1236 Lavanham Court, Apopka, FL 32712-3069, and **Peggy G. Charlton as Trustee for the Peggy G. Charlton Living Trust**, whose address is 1236 Lavanham Court, Apopka, FL 32712-3069 (“**Owner**”), **111 Pursuit LLC**, a Florida limited liability company, whose address is 2400 Apopka Blvd., Apopka, FL 32703 (“**Developer**”), and the **CITY OF APOPKA, FLORIDA**, a municipality organized and existing under the laws of the State of Florida, whose address is 120 E. Main Street, Apopka, FL 32703 (“**City**”). Owner, Developer, and the City are sometimes together referred to herein as the “Parties” or separately as a “Party.”

RECITALS:

A. Owner is the fee simple owner of that certain real property more particularly described in **Exhibit “A”** attached hereto and incorporated herein (“**Property**”) (for purposes of this Agreement, the aforesaid Property is also herein referred to as the “**Development**”).

B. Developer is under contract to purchase the Property from Owner for the purpose of developing the Property pursuant to that certain Planned Development / Master Plan for Plymouth Sorrento Apartments (the “**PD Plan**”) prepared by Appian Engineering LLC (the “**Engineer**”), and this Agreement.

C. The Developer desires to develop the Property as a two hundred forty-two (242) unit apartment complex, together with related amenities as more particularly set forth in the PD Plan (“**Intended Improvements**”).

D. State law and the City require that Developer develop the Property in accordance with the City’s Comprehensive Plan (“**Comprehensive Plan**”), its Land Development Code (“**LDC**”), and the terms and conditions of this Agreement.

E. Pursuant to the City’s Land Development Code (“**LDC**”) Section 3.7.2.F.2, this Agreement is a required component for the establishment of a PD district to, *inter alia*, establish the conditions related to the approval of the PD Plan, the provision of public facilities in the Development, the environmental protection of the Property, the community benefits and amenities

in the Development, and all other provisions determined by the City to be relevant and necessary to the development of the Property.

F. The current zoning classification of the Property is Community Commercial and Transitional (T), and the Owner and Developer desire to change the zoning classification of the Property to Planned Development (PD) pursuant to the PD Plan, the LDC and the Comprehensive Plan.

G. The Owner, Developer, and City desire to enter into this Agreement to facilitate development of the Property in accordance with the PD Plan in a mutually agreeable manner, resolve any inconsistencies in applicable provisions of the LDC with the PD Plan, and set forth the agreements and conditions that shall be applicable throughout the Development.

H. The terms and conditions set forth in this Agreement are consistent with and further the goals, objectives, and policies of the Comprehensive Plan, and construction of the Development pursuant to the PD Plan and Standards, and this Agreement will provide the City and its residents with a quality residential development which meets or exceeds the requirements of the LDC, and which will provide recreational / open spaces for resident use, and preserve natural habitat and wetland areas.

I. The Development is approved for development pursuant to the PD Plan, a copy of which is attached hereto as **Exhibit "B"** and is incorporated herein, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Development Specifications. The Development consists of the following:

- a) Gross Acreage: 13.04 acres +/-
- b) Net Developable Acreage (gross acreage less surface waters, wetlands and upland floodplains): 13.04 acres +/-
- c) Net Residential Density: 18.56 d.u./ac
- d) Maximum Number of Dwelling Units Allowed: 326
- e) Total Number of Dwelling Units Proposed: 242
- f) Phasing: The Development will be developed and constructed concurrently but the individual sections of buildings will be phased for final inspections and certificates

of Occupancy. The internal site phasing schedule will be defined during the Major Development Plan and Construction Site Plan for the Development.

3. Provision of Public Facilities.:

a) Right of Way:

- i. Developer will convey to City a 30-foot strip adjacent to existing right-of-way in conjunction with future expansion of Plymouth Sorrento Road prior to final certificate of occupancy.

b) Utilities:

- i. Potable water, reclaimed water, and wastewater services shall be provided by the City. Developer shall be responsible for the design and installation of on-site potable water, reclaimed water, and wastewater facilities in compliance with applicable City, State of Florida, and federal regulations. Easements necessary for the construction, installation, and maintenance of the City Owned on-site potable water, reclaimed water, and wastewater facilities shall be granted to the City prior to issuance of final certificate of occupancy.
- ii. Electric services shall be provided by Duke Energy. Easements necessary for the construction, installation, and maintenance of the on-site electric facilities shall be granted to the provider prior to issuance of final certificate of occupancy.
- iii. Cable television / telecommunications services shall be provided by Charter Communications (aka Spectrum) or Century Link (aka Lumen). Easements necessary for the construction, installation, and maintenance of the onsite cable television / telecommunications facilities shall be granted to the provider prior to issuance of final certificate of occupancy.
- iv. Fire protection services shall be provided by the City. Developer shall be responsible for the design and installation of on-site fire protection facilities in compliance with applicable City, State of Florida, and federal regulation. Easements necessary for the construction, installation, and maintenance of the City Owned on-site fire protection facilities shall be granted to the City prior to issuance of final certificate of occupancy.
- v. Solid waste / trash collection services shall be provided by the City of Apopka.

c) Stormwater:

- i. Stormwater for the proposed development is proposed to utilize a traditional excavated stormwater management facility.

4. Community Benefits and Amenities.

a) Open Space Set Aside Area Requirements. Pursuant to LDC Section 5.4, Table 5.4.4, Required Open Space Set Aside Area is 30% of Net Developable Acreage for residential PD Districts. Based upon a Net Developable Acreage of 13.04 acres, the Required Open Space Set Aside Area for the Development is 3.91 acres. The PD Plan contemplates a total Open Space Set Aside Area of 4.13 acres, which is 32% of Net Developable Acreage in the Development, exceeding the Open Space Set Aside requirements of the LDC.

b) Active Recreation Area Requirements. Pursuant to LDC Section 5.4, Table 5.4.5, Active Recreation Area is included within the Open Space Set Aside Area. The PD Plan contemplates a total Active Recreation Area of 2.19 acres, which is 53% of the required Open Space Set Aside Area.

c) Amenities. The following amenities will be provided within the Development:

- On-site Leasing Office
- Clubroom
- Resort-Style Saltwater Pool
- Amenity Deck
- Pool Cabana/Pavilion
- Recreation Lawn
- Conference Room
- Co-Working Space
- Fitness Center
- Yoga Lawn
- Dog Park
- Pet Spa
- Outdoor Grills
- Walking Trail

5. Development of Subject Property. Except as otherwise set forth herein as the responsibility of the City, Developer shall design, permit and construct, at its own cost and expense, all Intended Improvements related to the Development. If applicable, the City and Developer shall enter into an Improvement Agreement consistent with the provisions set forth in Section 5.15, LDC, prior to commencement of construction of the Development.

a) Improved Architectural Design. The Intended Improvements shall comply Section 3.2.2 - Multi-family Architecture, City of Apopka Design Guidelines (the “**Design Guidelines**”). Pursuant to the Design Guidelines, the buildings shall have a recognizable top including roof overhangs, richly textured materials and/or differently colored materials. All support structures shall be of a similar style, color, design, and materials as used for the

principal structure. Mechanical equipment on the ground shall have associated landscape screening.

b) Green Building. The Development shall comply with Section 5.11, LDC, and incorporate at least four (4) points from the options set forth in Table 5.11.4.B, LDC. Subject to final design requirements, the Property will be developed utilizing the following Green Building Standards:

- i. Resiliency to Natural Hazards: Elevate structures more than 3 feet above base flood elevation (BFE) (4.0 points based on proposed FFE minimum of 122 feet which is 55.1 feet above BFE which is at elevation 66.9 feet).

Notwithstanding the foregoing, Developer shall be permitted to use alternative Green Building Standards or additional Green Building Standards to comply with Section 5.11, LDC, which may be addressed during the Construction Plan approval process.

c) Construction Plans. The Intended Improvements shall be constructed in accordance with the construction plans approved by City through its standard plans review process.

d) Impact Fees. At the time of issuance of any building permits for the Development, Developer shall pay all applicable impact fees in amounts which are in effect at the time of building permit issuance.

6. Consistency with Comprehensive Plan. City hereby finds that this Agreement is consistent with the Comprehensive Plan and other City governing documents, including but not limited to the LDC, and is a legislative act of the City Council. City further finds that this Agreement promotes the public health, safety, and welfare, and is consistent with, and a proper exercise of, City's powers under the Municipal Home Rule Powers Act, as provided in Section 2(b), Article VIII of the Florida Constitution, Chapter 166.021, Florida Statutes, and City's police powers.

7. Justifications for Residential Development Standards. The purpose of the Planned Development district, per Section 3.7.2.A, LDC, is to encourage innovative, integrated, and efficient land planning and physical design concepts to achieve a high quality of development, environmental sensitivity, energy efficiency, and adequate public facilities and services by, *inter alia*:

- a) reducing in the inflexibility of zoning district standards;
- b) allowing greater flexibility in the form and design of development, pedestrian and traffic circulation, respecting natural features of the land and protecting the environment, and the location and integration of open space and civic space into the development;
- c) allowing more efficient use of land, with smaller networks of streets and utilities;

d) providing pedestrian connections within the site and the public right-of-way; and

e) promoting development forms and patterns that respect the character of established surrounding neighborhoods.

8. Minor Amendments and Adjustments to Approved PD Plan. The Parties agree that a Development of this type requires ongoing day-to-day decisions that may result in minor or insignificant changes to the Development (in addition to administrative adjustments). Such “Minor Adjustments” are those which do not materially affect or modify the Development and are typical of developments of this type. No such Minor Adjustment may modify or otherwise adversely impact the criteria outlined in the approved PD Plan. Developer is authorized to make such Minor Adjustments as are necessary in its professional discretion and in the ordinary course of business with prior approval of City or the City Designee. If Developer is in doubt as to whether a matter is a Minor Adjustment, Developer may from time to time request the concurrence of the City Designee that a particular matter involves a Minor Adjustment, which request for concurrence shall be in writing, and which concurrence shall also be in writing, and shall be binding upon City and the Developer.

9. Obligation to Adhere to Requirements of Law. Owner, Developer and City agree that each Party and its respective successors and assigns will be bound by the provisions of this Agreement, as well as all applicable Federal, State, and local laws, as the same may be amended or created from time to time. No clause or provision of this Agreement shall be construed or excuse the observance of any requirement of any law by Owner, Developer or City. Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner, Developer or City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

10. Binding Effect. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns and all rights, privileges, benefits, and burdens created hereunder are covenants running with the Property, binding upon, and inuring to the benefit of the parties hereto and their respective successors and assigns. Each Party acknowledges and agrees that the other shall have the right to assign its rights and obligations under this Agreement to any of its successors or assigns.

Notwithstanding anything in the foregoing, or elsewhere in this Agreement, to the contrary, this Agreement, and all covenants created hereunder, shall be released from, and shall no longer encumber title to, any portion of the Property that is conveyed, by plat or otherwise, to the City, County, or other applicable local government.

Within fifteen (15) days following the written request of Owner or Developer, City shall execute an instrument in recordable form acknowledging that any and all obligations under and pursuant to this Agreement have been fully satisfied and performed, or specifying which, if any, obligations under this Agreement remain unsatisfied or unperformed, and Owner or Developer may record any such instrument in the Public Records of Orange County, Florida.

11. Entire Agreement and Amendment. This Agreement sets forth the entire agreement between Owner, Developer, and City relating to the subject matter herein and supersedes all prior and contemporaneous negotiations, understanding and agreements, written or oral, between the parties. Any amendment to this Agreement shall only be effective if in writing, executed by Owner, Developer, and City, and recorded in the Public Records of Orange County.

12. Default. Failure by any Party to perform any of its obligations hereunder, shall constitute a default, entitling any non-defaulting Party to pursue such remedies as may be available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, writ of mandamus, or termination hereof. Prior to termination of this Agreement or either Party filing an action as a result of a default under this Agreement, the non-defaulting Party shall first provide the defaulting Party with written notice of said default. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity in which to cure the default, except where otherwise provided herein.

13. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, at trial or on appeal or at any rehearing.

14. Force Majeure. Except as otherwise expressly provided in this Agreement, no Party shall be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control, including but not limited to the weather, strikes or labor disputes, adverse rulings in third-party lawsuits, casualty, war, terrorist acts, riots or civil disturbances, acts of civil or military authorities, pandemics, or acts of God, or governmental action in response to such causes (individually, a "**force majeure**") provided the Party affected takes all reasonably necessary steps to resume full performance.

15. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles of Paragraphs used in this Agreement are for convenient reference only and shall not limit, define, or otherwise affect the substance or construction of provisions of this Agreement.

16. Execution and Counterparts. To facilitate execution, the parties hereto agree that this Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

17. Governing Law/Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Agreement shall be Orange County, Florida.

18. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be (i) hand delivered, or (ii) sent by Federal Express or a comparable overnight mail service, or (iii) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (iv) transmitted by e-mail, facsimile or telecopier with a copy of such notice promptly delivered by one of the other approved methods specified herein, to the Parties at their respective addresses set forth below. Any notice delivered as aforesaid shall be deemed to have been given upon actual delivery of said notice at the appropriate address set forth below or upon refusal by the addressee to accept delivery of such notice. Each party's counsel is expressly permitted to execute and deliver notices for its respective client. The addressees and addresses for the purpose of this Paragraph 20 may be changed by giving notice of such change in compliance with this Paragraph 20. Unless and until such written notice is delivered, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

If to City:

City of Apopka
Attn: City Administrator
120 E. Main Street
Apopka, Florida 32703

If to Owners:

Gary D. Charlton as Trustee for the Gardy D.
Charlton Living Trust
1236 Lavanham Court
Apopka, FL 32712-3069

Peggy G. Charlton as Trustee for the Peggy G.
Charlton Living Trust
1236 Lavanham Court
Apopka, FL 32712-3069

If to Developer:

111 Pursuit LLC
Attn: Erik Halverson
2400 Apopka Blvd.
Apopka, FL 32703

With copy to:

Lowndes
Attn: Jonathan P. Huels
215 N. Eola Drive
Orlando Florida 32801

19. Recording in Public Records. A memorandum of this Agreement, executed by both Parties shall be recorded in the Public Records of Orange County, Florida. The City Clerk shall ensure the proper recording is accomplished within fourteen (14) days after the execution of this Agreement by the Parties.

20. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to §768.28, Florida Statutes.

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

22. Effective Date. The "Effective Date" of this Agreement is the date when this Agreement is duly recorded in the Public Records of Orange County, Florida.

[Intentionally Blank-Signatures Begin on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement and affixed their seals the day and year first above written.

“OWNER”

Print Name: _____

By: _____
Print Name: Gary D. Charlton as Trustee for
the Gary D. Charlton Living Trust

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, on this _____ day of _____, 2023, by Gary D. Charlton as Trustee for the Gary D. Charlton Living Trust He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Witnesses:

“OWNER”

Print Name: _____

By: _____
Print Name: Peggy G. Charlton as Trustee for
the Peggy G. Charlton Living Trust

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, on this _____ day of _____, 2023, by Peggy G. Charlton as Trustee for the Peggy G. Charlton Living Trust. He/she appeared by (*check one*) ☐ physical appearance or ☐ online notarization, and (*check one*) ☐ is personally known to me or ☐ has produced _____ as identification.

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

Witnesses:

“DEVELOPER”

111 Pursuit LLC, a Florida limited liability company

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of 111 Pursuit LLC, a Florida limited liability company, on behalf of the company. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

Print Name: _____

Notary Public

My Commission Expires: _____

Commission Number: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF APOPKA

By: _____
Bryan Nelson, Mayor

ATTEST:

Susan Bone, City Clerk

Approved as to Form:

Cliff Shepard, City Attorney

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka. He/she appeared by (*check one*) ☐ physical appearance or ☐ online notarization, and (*check one*) ☐ is personally known to me or ☐ has produced _____ as identification.

Print Name: _____

Notary Public

My Commission Expires: _____

Commission Number: _____

EXHIBIT "A"
(Property)

LEGAL DESCRIPTION:

Parcel 1

Lot 4, Block H, LESS the South 150 feet of the East 200 feet, Map of Plymouth, according to the plat thereof as recorded in Plat Book B, Pages 17 and 18, Public Records of Orange County, Florida.

ALSO, LESS AND EXCEPT that portion of said Lot 4 lying within lands conveyed to Orange County by virtue of the Deed recorded February 7, 1930 in Deed Book 385, Page 509, Public Records of Orange County, Florida.

ALSO, LESS AND EXCEPT any portion of said Lot 4 lying within lands as set forth and contained in that certain Stipulated Order of Taking (Parcel 110) recorded April 2, 2009 in Official Records Book 9852, Page 7723, Public Records of Orange County, Florida.

Parcel 2

Lots 5 and 6, BLOCK H, Map of Plymouth, according to the plat thereof as recorded in Plat Book B, Pages 17 and 18, Public Records of Orange County, Florida, LESS AND EXCEPT the East 10 feet of said Lots 5 and 6 conveyed to Orange County by virtue of the Deed recorded February 7, 1930 in Deed Book 402, Page 90, Public Records of Orange County, Florida.

EXHIBIT “B”
(PD Plan)



6501 Magic Way · Building 200 · Orlando, Florida 32809 · (407) 317-3700 · www.ocps.net

FORMAL SCHOOL CAPACITY DETERMINATION CAPACITY LETTER

May 4, 2023

JONATHAN.HUELS@LOWNDESLAW.COM

Jonathan P. Huels
Lowndes Law Firm
215 N. Eola Dr
Orlando, FL 32801

Application APK-23-010 750 & 922 Plymouth Sorrento Rd

This letter serves as the official certification by Orange County Public Schools that school capacity for the following development is **NOT AVAILABLE**:

Type of Development Application	☒ FLUM ☐ Rezoning ☐ Amendment or Extension
Development Application #:	TBD
Project Name:	Plymouth Sorrento Rd
OCPS Completed Application Date:	4/26/2023
Parcel #(s):	28-21-06-7172-08-050; 28-21-06-7172-08-040
Requested New Units (#):	SF: MF: 248 TH:
Vested Unit(s):	SF: MF: 2 TH:
Total Project Units:	250
School Board District:	#7

In accordance with Section 8 of the Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency ("Interlocal Agreement"), a detailed Capacity Analysis is provided in **Attachment A**.

In accordance with Section 704(B) of the Orange County Charter and Section 30-742 of the Orange County Code, an analysis of significantly affected local governments impacted by the proposed development can be found below:

	Wolf Lake ES	Wolf Lake MS	Apopka HS
Jurisdictional Analysis	Apopka-86.13% Orange County-13.50%	Apopka-58.70% Orange County-40.85%	Apopka-66.67% Orange County-31.67%

Given the above analysis, this project meets the minimum criteria established by the Orange County Charter and Code to proceed through the joint approval process with the identified significantly affected local government(s). Additional information on the joint approval process can be obtained from City of Apopka

This determination expires on October 30, 2023 OCPS is not required to extend the expiration date of this determination letter. In the event this project does not possess Development Application approval from City of Apopka by the expiration date, but still intends to move forward in the development process, the applicant must resubmit the application and application fee to be reevaluated by OCPS. In addition, should the scope of the project change (e.g., modification of unit count and/or unit type), a new determination will be required.

Unless otherwise vested, the Development is still required to submit for concurrency review and, if necessary, enter into a Concurrency Mitigation Agreement.

This determination is governed by the Interlocal Agreement, the provisions of Orange County adopted Comprehensive Plan, and the Orange County Charter and Code.

Please contact me at (407) 317-3700 ext. 2022391 or e-mail me at christopher.mills@ocps.net with any questions.

Sincerely,



Christopher C. Mills, AICP
Senior Administrator, Facilities Planning

SK/cm

Attachments – Attachment A: Detailed Capacity Analysis

CC: Jean Sanchez, City of Apopka (via e-mail)
Sue Watson, Orange County (via e-mail)
Thomas Moore, OCPS (via e-mail)
Project File

Attachment A



School Capacity Determination

User ID SVK May 3, 2023 11:31:07

Project ID: CEA – APK – 23 – 010 Valid Until: October 30, 2023

Project Name: 750 & 922 PLYMOUTH SORRENTO ROAD					
Unvested Units	Single Family Units:	0	Vested Units	Single Family Units:	0
	Multi Family Units:	248		Multi Family Units:	2
	Multi Family High Rise Units:	0		Multi Family High Rise Units:	0
	Town Homes Units:	0		Town Homes Units:	0
	Mobile Home Units:	0		Mobile Home Units:	0

Capacity Enhancement	School Level	Elementary	Middle	High
	CSA:	DD		
	School:	WOLF LAKE ES	WOLF LAKE MS	APOPKA HS
	Analysis of Existing Conditions			
	School Capacity (2021-2022)	828	1,152	3,020
	Enrollment (2021-2022)	735	1,195	3,509
	Utilization (2021-2022)	118.0%	122.0%	110.0%
	LOS Standard	110.0%	100.0%	100.0%
	Available Seats	176	0	0
	Analysis of Reserved Capacity			
	School Level	Elementary	Middle	
	Encumbered Capacity	379	270	289
	Reserved Capacity	137	166	82
	Adjusted Utilization	151.1%	141.6%	128.5%
	Adjusted Available Seats	0	0	0
	Analysis of Proposed Development			
	Students Generated	34.968	16.120	19.840
	Adjusted Utilization	155.3%	143.0%	129.1%
	AVAILABLE/NOT AVAILABLE	NOT AVAILABLE	NOT AVAILABLE	NOT AVAILABLE
	Number of Seats to Mitigate	34.968	16.120	19.840

WOLF LAKE ES	
WOLF LAKE MS	
APOPKA HS	



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 6.

Meeting Date: December 6, 2023

Department: Community Development

SUBJECT:

First Reading - Ordinance No. 3041 - Establishment of the Golden Gem (Wyld Oaks) Community Development District

REQUEST:

Establishment of a Community Development District (CDD), pursuant to the "Uniform Community Development District Act of 1980", Chapter 190, Florida Statutes.

SUMMARY:

Pursuant to Florida Statute 190, the Petitioner seeks to establish a Community Development District (CDD) in connection with the development of the Wyld Oaks project, which is a multi-use project planned for an approximately 199.869 acre parcel of land located south of Kelly Park Road, west of SR 429, north of the Park View Preserve Development and east of Golden Gem Road. The development is planned for up to 3,823 residential units and 15,602,500 square feet of non-residential uses. In summary, a CDD is a special taxing district whose purposes are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents and property owners.

By requesting the establishment of the Golden Gem CDD, the Petitioner has identified the following benefits to the City and District landowners:

- The District will assist with the financing of the public infrastructure for this critical piece of property, which once developed, will provide an opportunity for the future development of the City, and future expansion of that area.
- In connection with the development of the project, the City has required substantial off-site improvements, as set forth in the Master Development Approval, including offsite roadway, intersection, and utility improvements. The estimated cost of all public improvements necessary for the project is over \$70 million.
- The District, because it has access to tax-exempt municipal financing, is the least expensive means by which to finance and deliver the substantial off-site improvements described above. Using the District to finance these improvements will mean that the public infrastructure will simply cost less for everyone. This will result in lower home prices, lower costs for commercial and industrial landowners, and savings for all future landowners of the District.
- Because the District will fund the infrastructure, the project will not overburden the City, County or other taxpayers, and instead will allow growth to pay for itself.
- The District's bond issuances will result in construction dollars being held in a qualified, trustee bank, where the proceeds can only be accessed through a strict requisition process. As such, there will be monies on hand to develop the project, and in the unlikely event of an economic downturn and default, such monies may be used to continue construction, pay foreclosure fees, and/or maintain the property until it can be placed back into productive use.
- As compared to a traditional property owner's association or homeowner's association, the District is a superior long-term maintenance entity, and the District:
 - Will save landowners money, both when the project is first built as well as when the infrastructure is later refurbished or replaced after years of use;
 - o Will be a more accountable and transparent entity, due to the fact that the District is subject to Florida's

Sunshine Laws and Public Records laws, and due to the District's numerous disclosure and reporting requirements;

- o Will enjoy sovereign immunity protection against frivolous lawsuits;
- o Will have a more stable revenue stream, due to its ability to collect assessments on the tax roll;
- o Will have a relatively faster turnover to control by end-users due to its statutorily required timeframe for elections;
- o Is more likely to have access to FEMA and other emergency funding;
- o Will serve as a superior long-term maintenance entity, resulting in higher, and more stable, property values.
- As stated in Chapter 190, Florida Statutes, no debt or obligation of the District will be a burden on the City, or any other local general-purpose government.

Pursuant to Florida Statute 190, this item was advertised on November 10, 2023, November 17, 2023, November 24, 2023 and December 1, 2023.

Development Review Committee

On November 8, 2023, the Development Review Committee recommended approval of the Petitioner's request to establish the Golden Gem CDD, pursuant to Florida Statute 190.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Approve First Reading of Ordinance No. 3041 and hold it over for Second Reading and Adoption on January 3, 2024.

ATTACHMENTS:

1. Supporting documentation

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, GRANTING THE PETITION OF DOUBLE B DEVELOPMENT, LLC, ESTABLISHING AND NAMING THE GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; DESCRIBING THE EXTERNAL BOUNDARIES, THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Double B Development, LLC ("Petitioner"), petitioned the City Council of the city of Apopka, Florida ("City") to enact an ordinance establishing the Golden Gem Community Development District ("District") pursuant to Chapter 190, Florida Statutes, over the real property described in Exhibit 2 of the Petition to Establish a Community Development District, attached hereto and incorporated herein as Exhibit A;

WHEREAS, public hearings have been conducted by the City on December 6, 2023 and January 3, 2024, in accordance with the requirements and procedures of Section 190.005(2)(b), Florida Statutes, and the applicable requirements of the City's Charter and Code of Ordinances, and all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing;

Page 164 of 404

1
2 **WHEREAS**, the establishment of the District will constitute a timely, efficient, effective,
3 responsive, and economic way to deliver community development services in the area described,
4 thereby providing a solution to the City's planning, management, and financing needs for delivery
5 of capital infrastructure therein without overburdening the city and its taxpayers.

6
7 **NOW, THEREFORE, BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF**
8 **APOPKA, FLORIDA, AS FOLLOWS:**

9
10 **SECTION I. AUTHORITY.** This Ordinance is enacted in compliance with and pursuant
11 to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as
12 amended from time to time.

13
14 **SECTION II. FINDINGS.** The foregoing recitals and findings are true and correct and
15 are incorporated herein, adopted, and made a part hereof.

16
17 **SECTION III. GRANT OF PETITION.** The Petition, which was filed with the
18 Community Development Department of the City on October 18, 2023, and a copy of which is
19 attached hereto as Exhibit A and incorporated herein, is hereby granted.

20
21 **SECTION IV. DISTRICT NAME.** There is hereby created a community development
22 district situated within the incorporated boundaries of the City of Apopka, Florida named “Golden
23 Gem Community Development District.”

24
25 **SECTION V. EXTERNAL BOUNDARIES OF THE DISTRICT.** The external
26 boundaries of the District are described in Exhibit 2.A. of the Petition. The District, overall,
27 contains 199.869 acres, more or less.

28
29 **SECTION VI. FUNCTIONS AND POWERS.** The powers and functions of the District
30 are described in Sections 190.011, 190.012(1), 190.012(2)(a), 190.012(2)(d), and 190.012(3),
31 Florida Statutes.

32
33 **SECTION VII. BOARD OF SUPERVISORS.** The five persons designed to serve as
34 initial members of the District's Board of Supervisors are as follows:

<u>Name</u>	<u>Address</u>
Duane “Rocky” Owen	5585 Alligator Lake Road St. Cloud, Florida 34772
Taylor J. Edwards	660 Beachland Boulevard, Suite 301 Vero Beach, Florida 32963
H. M. Ridgely, III	660 Beachland Boulevard, Suite 301 Vero Beach, Florida 32963
Craig Linton	660 Beachland Boulevard, Suite 301

Vero Beach, Florida 32963

George F. Hammer, Jr.

660 Beachland Boulevard, Suite 301
Vero Beach, Florida 32963

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION VIII. OBLIGATIONS OF THE DISTRICT. No bond, debt, or other obligation of the District, nor any default thereon, shall constitute a debt or obligation or burden of the City.

SECTION IX. SEVERABILITY. Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION X. CONFLICTING ORDINANCES. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed

SECTION XI. EFFECTIVE DATE. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately upon its passage and adoption.

PASSED UPON at the first reading of the City Council, this 6th day of December, 2023.

PASSED UPON at the second and final reading of the City Council, this 3rd day of January, 2024.

BRYAN NELSON
Mayor

ATTEST:

SUSAN M. BONE
City Clerk

APPROVED as to legal sufficiency and form:

CLIFF SHEPARD
City Attorney

1 DULY ADVERTISED FOR PUBLIC HEARING:
2
3 November 10, November 17, November 24, December 1, December 8, December 15, December
4 22 and December 29, 2023
5 As Per Section 190.005, F.S.

PETITION TO ESTABLISH GOLDEN GEM COMMUNITY DEVELOPMENT DISTRICT

Submitted by:
Alyssa Willson
Florida Bar No. 91352
Alyssa.Willson@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)

**BEFORE THE CITY COMMISSION OF
THE CITY OF APOPKA, FLORIDA**

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Double B Development, LLC, ("Petitioner"), hereby petitions the City Commission for the City of Apopka, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District ("District") with respect to the land described herein.

Background Statement

By way of background, the Petitioner seeks to establish a community development district in connection with the development of the Wyld Oaks project, which is a multi-use project planned for an approximately 199.869 acre parcel of land located south of Kelly Park Road, west of Florida 429 Tollway, north of Park View Preserve Development and east of Golden Gem Road. A location map is shown in the attached draft petition. The development is planned for up to 3,823 residential units and 15,602,500 square feet of non-residential uses. Consistent with the Florida Legislature's intent expressed in Section 190.002, Florida Statutes, the District would be the most timely, efficient, effective, responsive and economic way to deliver basic community development services for the development without overburdening other governments and taxpayers.

The future District would have numerous benefits to the City and District landowners:

- The District will assist with the financing of the public infrastructure for this critical piece of property, which once developed, will provide an opportunity for the future development of the City, and future expansion of that area.
- In connection with the development of the project, the City has required substantial off-site improvements, as set forth in Master Development Approval, including offsite roadway, intersection, and utility improvements. The estimated cost of all public improvements necessary for the project is over \$70 million.
- The District, because it has access to tax-exempt municipal financing, is the least expensive means by which to finance and deliver the substantial off-site improvements described above. Using the District to finance these improvements will mean that the public infrastructure will simply cost less for everyone. This will result in lower home prices, lower costs for commercial and industrial landowners, and savings for all future landowners of the District.
- Because the District will fund the infrastructure, the project will not overburden the City, County or other taxpayers, and instead will allow growth to pay for itself.

- The District's bond issuances will result in construction dollars being held in a qualified, trustee bank, where the proceeds can only be accessed through a strict requisition process. As such, there will be monies on hand to develop the project, and in the unlikely event of an economic downturn and default, such monies may be used to continue construction, pay foreclosure fees, and/or maintain the property until it can be placed back into productive use.
- As compared to a traditional property owner's association or homeowner's association, the District is a superior long-term maintenance entity, and the District:
 - o Will save landowners money, both when the project is first built as well as when the infrastructure is later refurbished or replaced after years of use;
 - o Will be a more accountable and transparent entity, due to the fact that the District is subject to Florida's Sunshine Laws and Public Records laws, and due to the District's numerous disclosure and reporting requirements;
 - o Will enjoy sovereign immunity protection against frivolous lawsuits;
 - o Will have a more stable revenue stream, due to its ability to collect assessments on the tax roll;
 - o Will have a relatively faster turnover to control by end-users due to its statutorily-required time-frames for elections;
 - o Is more likely to have access to FEMA and other emergency funding;
 - o Will serve as a superior long-term maintenance entity, resulting in higher, and more stable, property values.
- As stated in Chapter 190, Florida Statutes, no debt or obligation of the District will be a burden on the City, or any other local general-purpose government.

Petition Elements

Not only will the District provide numerous benefits for the City and District landowners, but also this Petition includes all of the information necessary for the City Council to determine that the statutory requirements for establishment have been met under Chapter 190 of the Florida Statutes. In support thereof, Petitioners state:

1. Location and Size. The proposed District is located entirely within the City of Apopka, Florida. **Exhibit 1** depicts the general location of the project. The proposed District covers approximately 199.869 acres of land. The site is located south of Kelly Park Road, west of Florida 429 Tollway, north of Park View Preserve Development and east of Golden Gem Road. The metes and bounds description of the external boundaries of the District is set forth in **Exhibit 2.A**.

2. Excluded Parcels. There are no parcels within the boundaries of the proposed District which are to be excluded from the District. However, the District will consist of two parcels currently separated by the below-identified future expansion parcel.

3. Future Expansion Parcels. Pursuant to Section 190.046(1)(h), *Florida Statutes*, the **Exhibit 2.B.** identifies certain “Expansion Parcels” that may be added to the boundaries of the district within 10 years after establishment. The Expansion Parcel ID number is 13-20-27-4300-02-000. The Expansion Parcel consists of 15.024 acres of land and is classified as vacant/undeveloped. The current landowner is LIT Cadence West Kelly Phase I, LLC. A general location map and a metes and bounds description of the proposed Expansion Parcels is also set forth in **Exhibit 2.B.**

4. Landowner Consent. Petitioner has obtained the written consent to establish the District of one hundred percent (100%) of the landowners of the real property located within the District in accordance with Section 190.005, *Florida Statutes*. **Exhibit 3.A.** includes documentation of this consent. Pursuant to Section 190.046(1)(h), *Florida Statutes*, consent from the owners of the Expansion Parcels is not required until the District or landowner files a petition to amend the District boundaries to add one or more of the Expansion Parcels. The inclusion of the Expansion Parcels in this Petition is not landowner consent

5. Authorization of Agent. **Exhibit 3.B** also includes authorization for Alyssa Willson to act on behalf of Petitioner in connection with the establishment of the District. Their contact information is as follows:

Alyssa Willson
Alyssa.Willson@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)

6. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Duane “Rocky” Owen
5585 Alligator Lake Road
St. Cloud, Florida 34772

Taylor J. Edwards
660 Beachland Boulevard, Suite 301
Vero Beach, Florida 32963

H. M. Ridgely, III
660 Beachland Boulevard, Suite 301

Vero Beach, Florida 32963

Craig Linton
660 Beachland Boulevard, Suite 301
Vero Beach, Florida 32963

George F. Hamner, Jr.
660 Beachland Boulevard, Suite 301
Vero Beach, Florida 32963

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

7. Name. The proposed name of the District is Golden Gem Community Development District.

8. Existing and Future Land Uses; Zoning. The existing and future general distribution, location, and extent of the public and private land uses proposed within the District are generally depicted on **Exhibit 4**.

9. Major Water and Wastewater Facilities. **Exhibit 5** shows the existing trunk water mains and sewer interceptors and outfalls, if any.

10. District Facilities and Services. **Exhibit 6** describes the type of facilities Petitioners presently expect the District to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. As noted, these facilities will serve the development within the District, which development is planned for up to 3,823 residential units and 15,602,500 square feet of non-residential uses which may consist of commercial, hotel and office use. The estimated costs of constructing the infrastructure serving land within the proposed District are also identified in **Exhibit 6**. At present, these improvements are estimated to be made, acquired, constructed, and/or installed beginning in 2023 and with anticipated completion in 2028. 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.

11. Statement of Estimated Regulatory Costs. **Exhibit 7** 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.

12. This petition to establish Golden Gem Community Development District should be granted for the following reasons:

- a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City Comprehensive Plan.
- b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community. As required by Section 190.005(1)(e)(3.), *Florida Statutes*, and as depicted on **Exhibit 5**, the infrastructure to be completed by the District has been designed and will be constructed and operated as a common system of master infrastructure. All lands within the proposed District will connect to the same stormwater management system, water system, and sewer system and are intended to be provided by the District upon establishment. Furthermore, an easement will be in place to construct the infrastructure necessary to connect infrastructure between the areas.
- c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.
- d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.
- e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioners respectfully request the City Council of the City of Apopka, Florida to:

- a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*;
- b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*; and
- c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate,

and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and (2) for security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Sections 190.012(2)(a) and 190.012(2)(d), Florida Statutes.

[THIS SPACE INTENTIONALLY LEFT BLANK]

RESPECTFULLY SUBMITTED, this 18th day of October, 2023.

KUTAK ROCK LLP

/s/ Alyssa Willson

Alyssa Willson

Florida Bar No. 91352

Alyssa.Willson@KutakRock.com

KUTAK ROCK LLP

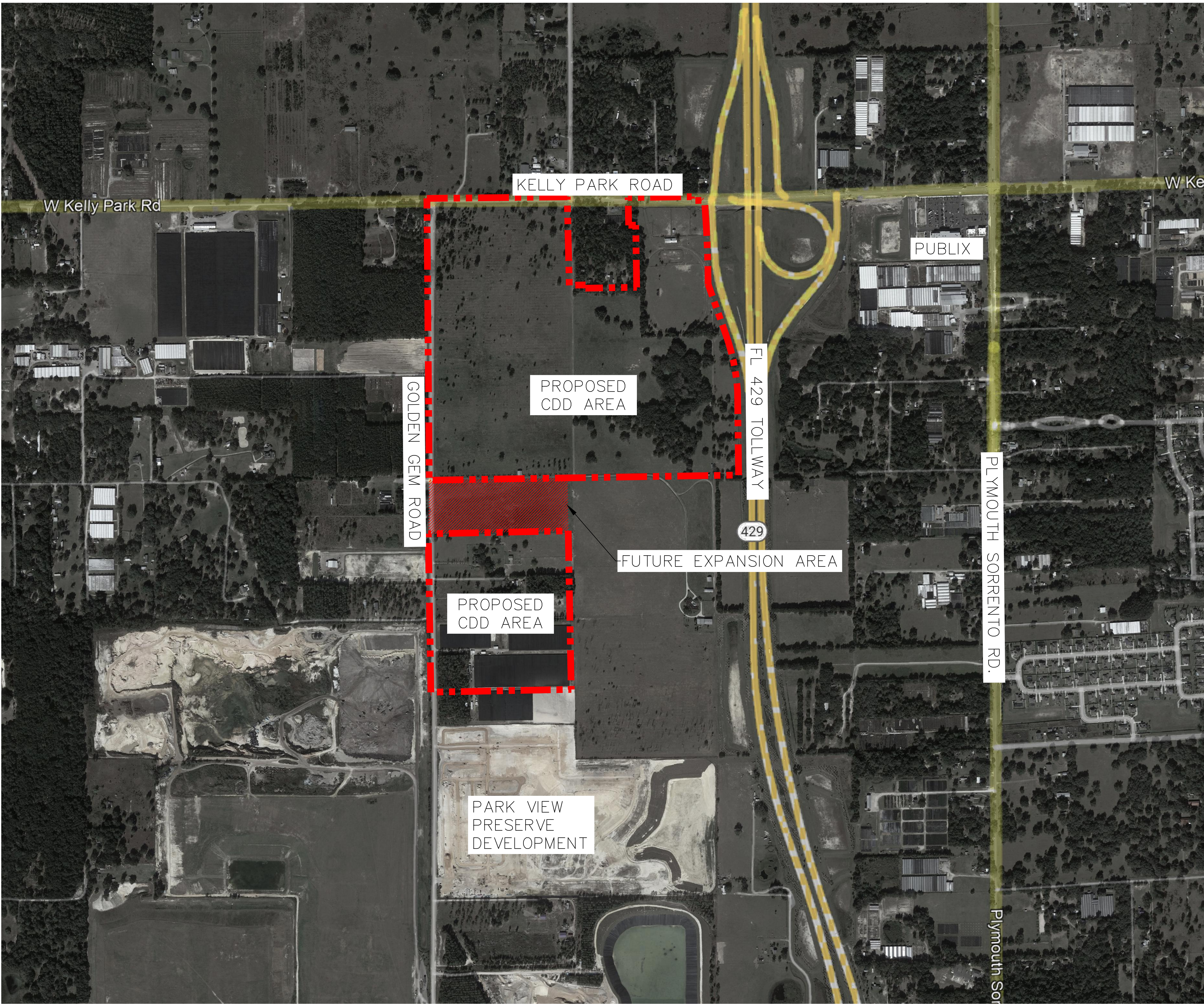
107 West College Avenue

Tallahassee, Florida 32301

(850) 692-7300 (telephone)

Authorized Agent

Plotted By: Settle, Corret. Sheet Set: Kelly Park Mass Grading. Layout: FUTURE LAND USE EXHIBIT. October 13, 2023. 08:17:22am. K:\VRB_LDEV\147864000_Kelly Park_Apopka FL\CAAD\Exhibits\CDD_Development Exhibits\Location Map\Location Map.dwg



LEGEND

- PROPOSED CDD BOUNDARY
- FUTURE EXPANSION AREA

Kimley»Horn

445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

GOLDEN GEM CDD

GENERAL LOCATION MAP

SHEET NUMBER

EX.-1

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS
PURPOSE: NOT PLATTED PORTION

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2

DESCRIPTION:

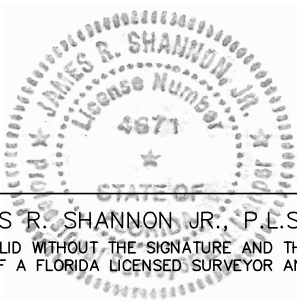
That part of Section 13, Township 20 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Beginning at the Southwest corner of Lot 2, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida; thence run N89°23'24"E along the South line of said Lot 2, a distance of 1321.42 feet; thence run S00°29'47"E along the West line of said Lot 2, a distance of 1474.03 feet; thence run S89°23'24"W, a distance of 1325.16 feet; thence run N00°21'03"W along the East right of way line of Golden Gem Road, a distance of 1474.05 feet to the Point of Beginning.

Contains 1,950,575 square feet or 44.780 acres, more or less.

SURVEYORS NOTES

1. Bearings based on the South line of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida as being S89°31'40"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 08/29/2023 per 5J17-062(2).



JAMES R. SHANNON JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 08/29/2023

DRAWN BY: BP SCALE: 1" = 500'

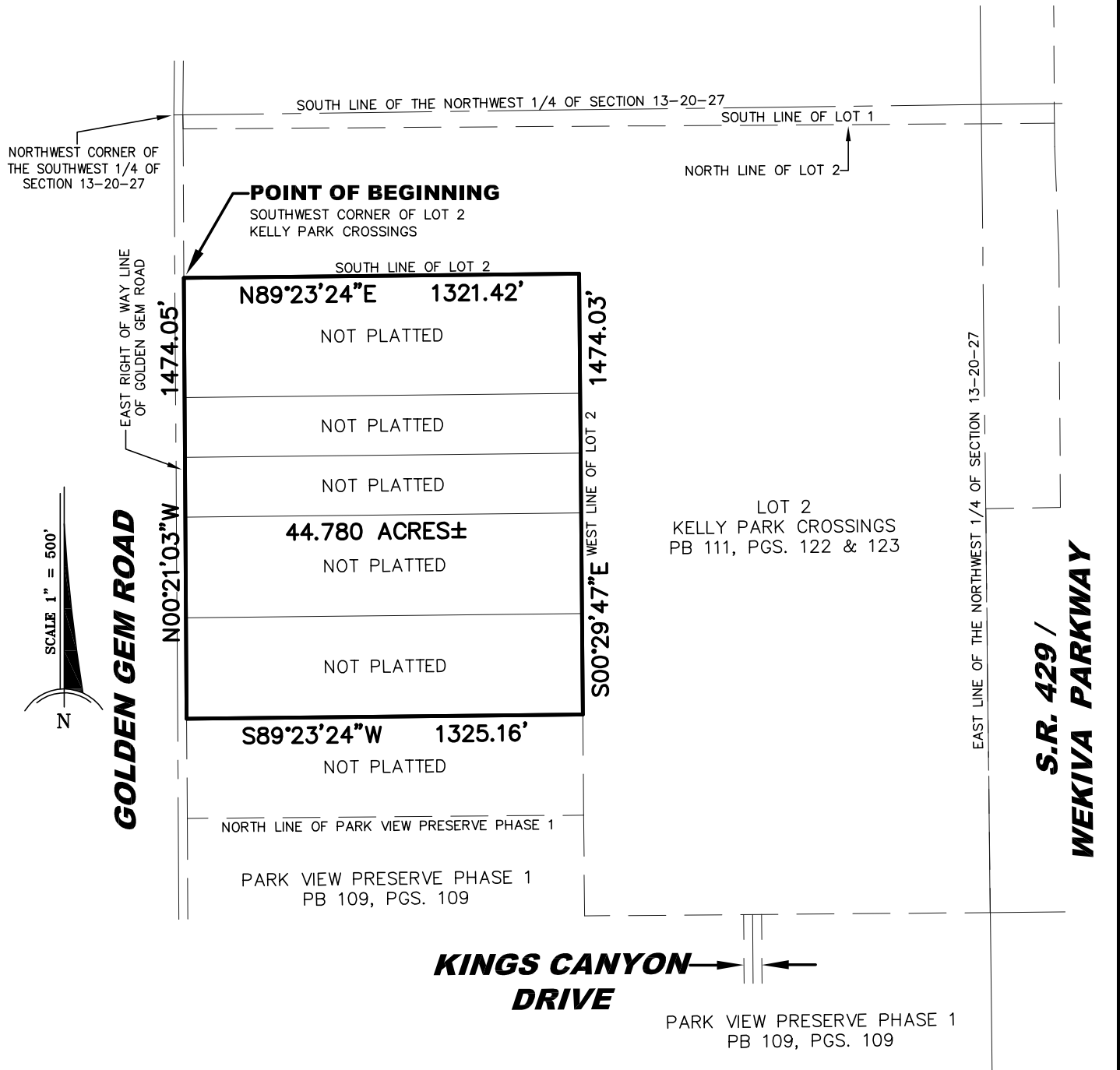
13-20-27 GOLDEN GEM RD-NOT PLATTED SKETCH

SHEET 1 OF 2

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS
PURPOSE: NOT PLATTED PORTION

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 1



SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 08/29/2023

DRAWN BY: BP SCALE: 1" = 500'

13-20-27 GOLDEN GEM RD-NOT PLATTED SKETCH

SHEET 2 OF 2

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS
PURPOSE: REPLAT OF LOT 1

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2

DESCRIPTION:

All of Lot 1, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida and that part of Section 13, Township 20 South, Range 27 East, more particularly described as follows:

Beginning at the Southeast corner of said Lot 1; thence the next 21 courses and distances run along the perimeter of said Lot 1: run S89°37'48"W, a distance of 2914.36 feet; thence run N00°21'03"W, a distance of 46.69 feet; thence run N00°29'36"E, a distance of 2603.70 feet; thence run N89°53'52"E, a distance of 1324.32 feet; thence run S00°04'14"E, a distance of 853.16 feet; thence run N89°34'17"E, a distance of 160.19 feet; thence run S00°25'43"E, a distance of 30.00 feet; thence run N89°34'17"E, a distance of 476.16 feet; thence run N00°21'18"W, a distance of 579.54 feet; thence run S89°53'52"W, a distance of 66.00 feet; thence run N00°21'18"W, a distance of 256.00 feet; thence run N89°53'52"E, a distance of 588.40; thence run S00°29'13"E, a distance of 35.75 feet; thence run N89°17'56"E, a distance of 90.86 feet; thence run S47°15'37"E, a distance of 44.44 feet; thence run S03°35'05"E, a distance of 266.15 feet; thence run S00°49'55"E, a distance of 485.06 feet to a point on a non-tangent curve concave to the Northeast, having a radius of 2003.86 feet; thence from a radial bearing of N74°50'57"E, run Southeasterly along the arc of said curve through a central angle of 04°20'51", an arc distance of 152.05 feet, having a chord bearing of S17°19'29"E and a chord distance of 152.02 feet; thence run S19°30'03"E, a distance of 334.38 feet to a point on a non-tangent curve concave to the West, having a radius of 1815.86 feet; thence from a radial bearing of S70°29'56"W run Southeasterly along the arc of said curve through a central angle of 19°08'34", an arc distance of 606.68 feet, having a chord bearing of S09°55'47"E and a chord distance of 603.87 feet; thence run S00°21'30"E, a distance of 721.34 feet to the Point of Beginning.

Contains 6,755,674 square feet or 155.089 acres, more or less.

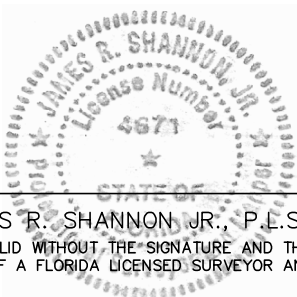
SURVEYORS NOTES

1. Bearings based on the South line of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida as being S89°31'40"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 08/18/2023 per 5J17-062(2).

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH. BEARING	CHORD
C1	2003.86'	04°20'51"	152.05'	S17°19'29"E	152.02'
C2	1815.86'	19°08'34"	606.68'	S09°55'47"E	603.87'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°21'03"W	46.69'
L2	S00°04'14"E	853.16'
L3	N89°34'17"E	160.19'
L4	S00°25'43"E	30.00'
L5	N89°34'17"E	476.16'
L6	N00°21'18"W	579.54'
L7	S89°53'52"W	66.00'
L8	N00°21'18"W	256.00'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N89°53'52"E	588.40'
L10	S00°29'13"E	35.75'
L11	N89°17'56"E	90.86'
L12	S47°15'37"E	44.44'
L13	S03°35'05"E	266.15'
L14	S00°49'55"E	485.06'
L15	S19°30'03"E	334.38'
L16	S00°21'30"E	721.34'



JAMES R. SHANNON, JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 08/18/2023

DRAWN BY: BP SCALE: 1" = 500'

13-20-27 GOLDEN GEM RD-LOT1-REPLAT SKETCH

SHEET 1 OF 2

PROJECT NAME: WYLD OAKS
PURPOSE: REPLAT OF LOT 1

KELLY PARK ROAD

N89°53'52"E 1324.32'

30.00'

L2 NOT PLATTED
NOT INCLUDED

L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16

EASTERLY LINE OF LOT 1

NOT PLATTED

EAST LINE OF THE NORTHWEST 1/4 OF SECTION 13-20-27

GOLDEN GEM ROAD

N00°29'36"E

30.00'

LOT 1
KELLY PARK CROSSINGS
PB 111, PGS. 122 & 123
155.089 ACRES±

SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 13-20-27

S89°37'48"W

PART OF LOT 2
KELLY PARK CROSSINGS
PB 111, PGS. 122 & 123
15.024 ACRES±

SOUTH LINE OF LOT 1

2914.36'

POINT OF BEGINNING
SOUTHEAST CORNER OF LOT 1
KELLY PARK CROSSINGS

WEKIVA PARKWAY
S.R. 429 /

SCALE 1" = 500'

N

SHEET 2 OF 2

Page 180 of 404

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS
PURPOSE: RECONVEYED PROPERTY

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2

DESCRIPTION:

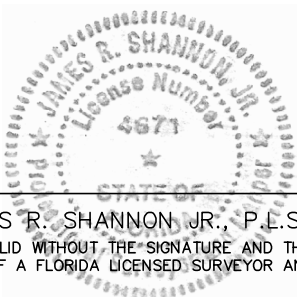
That part of Lot 2, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida, more particularly described as follows:

Begin at the Northwest corner of said Lot 2; thence run N89°37'48"E along the North line of said Lot 2, a distance of 1321.24 feet; thence run S00°22'12"E, a distance of 492.54 feet; thence run S89°23'24"W along the South line of said Lot 2, a distance of 1321.42 feet; thence run N00°21'03"W along the West line of said Lot 2, a distance of 498.08 feet to the Point of Beginning.

Contains 654,468 square feet or 15.024 acres, more or less.

SURVEYORS NOTES

1. Bearings based on the South line of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida as being S89°31'40"W.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
4. The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
5. The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 06/14/2023 per 5J17-062(2).



JAMES R. SHANNON, JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 06/14/2023

DRAWN BY: BP SCALE: 1" = 500'

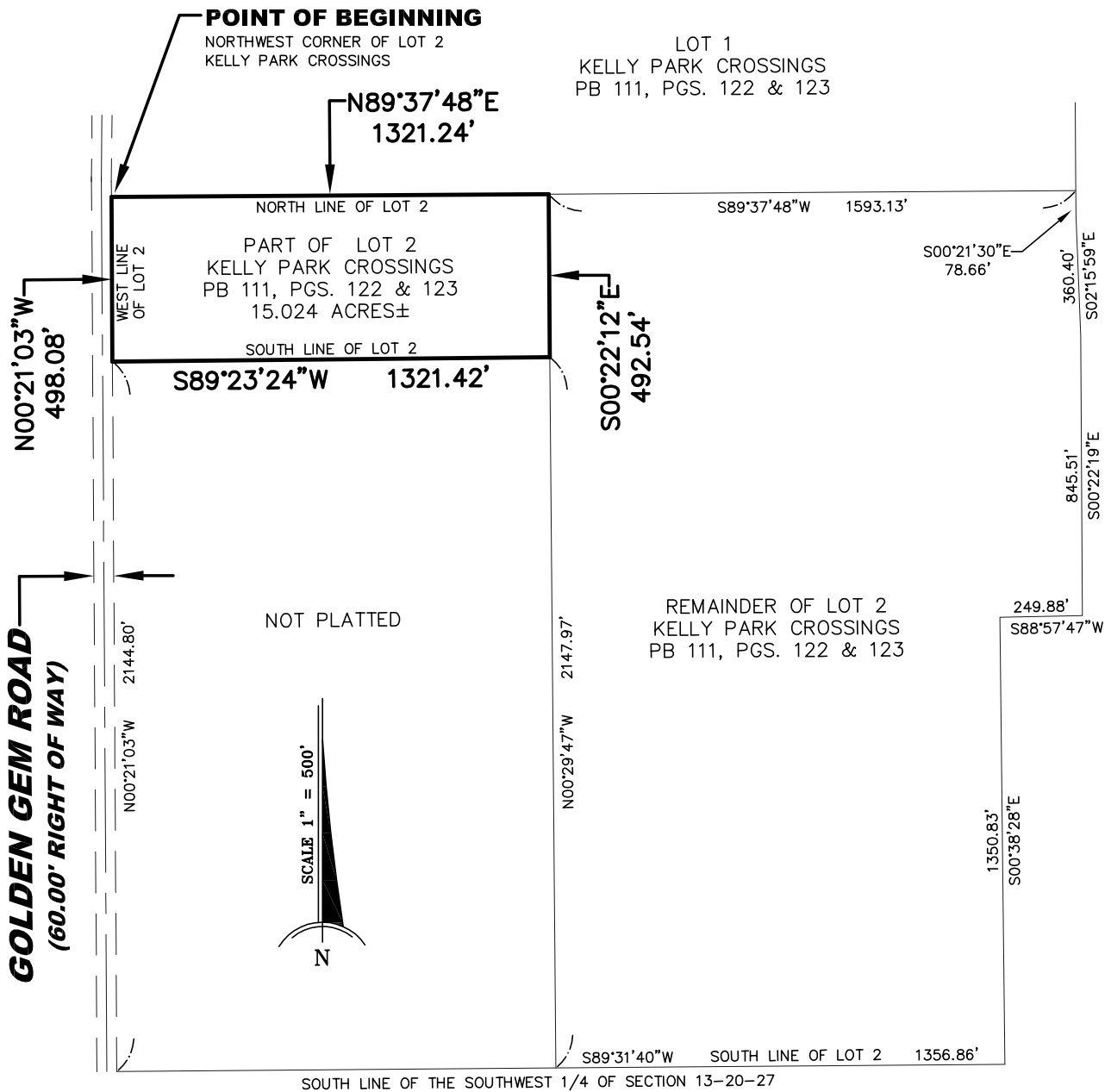
13-20-27 GOLDEN GEM RD-15 AC SKETCH

SHEET 1 OF 2

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS
PURPOSE: RECONVEYED PROPERTY

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 1



SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 06/14/2023

DRAWN BY: BP SCALE: 1" = 500'

13-20-27 GOLDEN GEM RD-15 AC SKETCH

SHEET 2 OF 2

**CONSENT AND JOINDER OF LANDOWNER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands portions of which are more fully described in **Exhibit A**, attached hereto (the "Property").

The undersigned understands and acknowledges that Petitioner intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190, *Florida Statutes*.

As a landowner (as defined by Section 190.003(14), F.S.) of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the landowners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees 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 establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants 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]

This Consent to Establishment of the Community Development District, as detailed more fully on the preceding page, is executed this 22nd day of September, 2023.

Brenedette Hardy-Holt

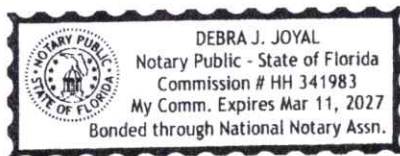
Witnessed:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of September, 2023, by Brenedette Hardy-Holt, who is ☐ personally known to me or ☒ produced FL Drivers License as identification.



(Official Notary Signature & Seal)

Print Name: Debra J. Joyal
Notary Public, State of Florida

Soloman Earl Holt

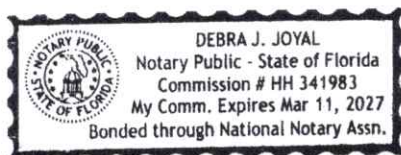
Witnessed:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of September, 2023, by Soloman Earl Holt, who is ☐ personally known to me or ☒ produced FL Drivers License as identification.



(Official Notary Signature & Seal)

Print Name: Debra J. Joyal
Notary Public, State of Florida

Exhibit A: Property Description

Exhibit A

The North 400 feet of the South 800 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 20 South, Range 27 East, Orange County, Florida, less the west 30 feet thereof for road purposes.

**CONSENT AND JOINDER OF LANDOWNER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands portions of which are more fully described in **Exhibit A**, attached hereto (the "Property").

The undersigned understands and acknowledges that Petitioner intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190, *Florida Statutes*.

As a landowner (as defined by Section 190.003(14), F.S.) of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the landowners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees 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 establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants 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]

This Consent to Establishment of the Community Development District, as detailed more fully on the preceding page, is executed this 22nd day of September, 2023.

Joyce A. Heck

Witnessed:

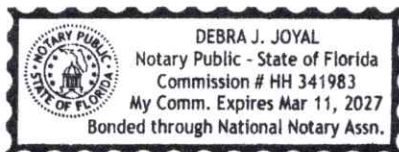
Debra J. Joyal
Print Name: Debra J. Joyal

Brandon Jose
Print Name: Brandon Jose

Joyce A. Heck

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of September, 2023, by Joyce A. Heck, who is ☐ personally known to me or ☒ produced FL Drivers License as identification.



Debra J. Joyal
(Official Notary Signature & Seal)

Print Name: Debra J. Joyal
Notary Public, State of Florida

Exhibit A: Property Description

Exhibit A

The South 200 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 20 South, Range 27 East, Less 30 feet along the West side for road, Public Records of Orange County, Florida.

**CONSENT AND JOINDER OF LANDOWNER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands portions of which are more fully described in **Exhibit A**, attached hereto (the "Property").

The undersigned understands and acknowledges that Petitioner intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190, *Florida Statutes*.

As a landowner (as defined by Section 190.003(14), F.S.) of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the landowners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees 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 establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants 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]

This Consent to Establishment of the Community Development District, as detailed more fully on the preceding page, is executed this 22nd day of September, 2023.

Danna L. Hoffman

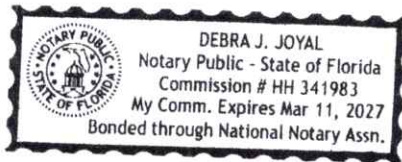
Witnessed:

Debra J. Joyal
Print Name: Debra J. Joyal
Brandon Jose
Print Name: Brandon Jose

Danna L. Hoffman

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of September, 2023, by Danna L. Hoffman, who is ☐ personally known to me or ☒ produced FL Drivers License as identification.



Debra J. Joyal
(Official Notary Signature & Seal)
Print Name: Debra J. Joyal
Notary Public, State of Florida

Carol A. Hoffman

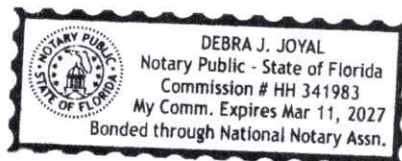
Witnessed:

Debra J. Joyal
Print Name: Debra J. Joyal
Brandon Jose
Print Name: Brandon Jose

Carol A. Hoffman

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of September, 2023, by Carol A. Hoffman, who is ☐ personally known to me or ☒ produced FL Drivers License as identification.



Debra J. Joyal
(Official Notary Signature & Seal)
Print Name: Debra J. Joyal
Notary Public, State of Florida

Exhibit A: Property Description

Exhibit A

The North 200 feet of the South 400 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 20 South, Range 27 East, Orange County, Florida, less the west 30 feet thereof for road.

**CONSENT AND JOINDER OF LANDOWNER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands portions of which are more fully described in **Exhibit A**, attached hereto (the "Property").

The undersigned understands and acknowledges that Petitioner intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190, *Florida Statutes*.

As a landowner (as defined by Section 190.003(14), F.S.) of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the landowners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees 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 establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants 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]

This Consent to Establishment of the Community Development District, as detailed more fully on the preceding page, is executed this 27th day of SEPTEMBER, 2023.

Francois P. Breney

Witnessed:

Print Name: Yolanda Sareda

Print Name: Oscar Devora

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of SEPTEMBER, 2023, by Francois P. Breney, who is ☐ personally known to me or ☒ produced FLA. DR. LICENSE as identification.

(Official Notary Signature & Seal)

Print Name: MONTE BLEWS

Notary Public, State of Florida

Exhibit A: Property Description

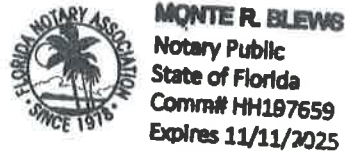
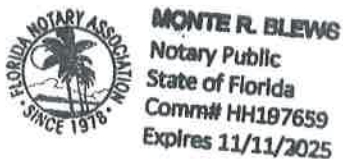


Exhibit A

The North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Less right of way on West, Orange County, Florida..

**CONSENT AND JOINDER OF LANDOWNER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands portions of which are more fully described in **Exhibit A**, attached hereto (the "Property").

The undersigned understands and acknowledges that Petitioner intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190, *Florida Statutes*.

As a landowner (as defined by Section 190.003(14), F.S.) of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the landowners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees 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 establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants 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]

This Consent to Establishment of the Community Development District, as detailed more fully on the preceding page, is executed this 25th day of September, 2023.

Witnessed:

[Signature]
Print Name: Sherri Mincey

[Signature]
Print Name: SANDRA A KING

KELLY PARK VB DEVELOPMENT, LLC,
a Delaware limited liability company

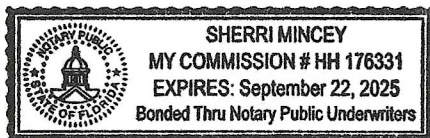
By: KPVB Acquisition, LLC, a Delaware
limited liability company, its Member

By: WO Assignment, LLC, a Florida
limited liability company, its Member

[Signature]
By: _____
Name: Kevin M. Barry
Title: Manager

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 26th day of September, 2023, by Kevin M. Barry, as Manager
of Kelly Park VB Development, LLC, who is ☒ personally known to me or ☐ produced
_____ as identification.



[Signature]

(Official Notary Signature & Seal)

Print Name: Sherri Mincey
Notary Public, State of Florida

Exhibit A: Property Description

SKETCH OF DESCRIPTION

PROJECT NAME: WYLD OAKS
PURPOSE: REPLAT OF LOT 1

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2

DESCRIPTION:

All of Lot 1, Kelly Park Crossings, according to the plat thereof as recorded in Plat Book 111, Pages 122 and 123, Public Records of Orange County, Florida and that part of Section 13, Township 20 South, Range 27 East, more particularly described as follows:

Beginning at the Southeast corner of said Lot 1; thence the next 21 courses and distances run along the perimeter of said Lot 1: run S89°37'48"W, a distance of 2914.36 feet; thence run N00°21'03"W, a distance of 46.69 feet; thence run N00°29'36"E, a distance of 2603.70 feet; thence run N89°53'52"E, a distance of 1324.32 feet; thence run S00°04'14"E, a distance of 853.16 feet; thence run N89°34'17"E, a distance of 160.19 feet; thence run S00°25'43"E, a distance of 30.00 feet; thence run N89°34'17"E, a distance of 476.16 feet; thence run N00°21'18"W, a distance of 579.54 feet; thence run S89°53'52"W, a distance of 66.00 feet; thence run N00°21'18"W, a distance of 256.00 feet; thence run N89°53'52"E, a distance of 588.40; thence run S00°29'13"E, a distance of 35.75 feet; thence run N89°17'56"E, a distance of 90.86 feet; thence run S47°15'37"E, a distance of 44.44 feet; thence run S03°35'05"E, a distance of 266.15 feet; thence run S00°49'55"E, a distance of 485.06 feet to a point on a non-tangent curve concave to the Northeast, having a radius of 2003.86 feet; thence from a radial bearing of N74°50'57"E, run Southeasterly along the arc of said curve through a central angle of 04°20'51", an arc distance of 152.05 feet, having a chord bearing of S17°19'29"E and a chord distance of 152.02 feet; thence run S19°30'03"E, a distance of 334.38 feet to a point on a non-tangent curve concave to the West, having a radius of 1815.86 feet; thence from a radial bearing of S70°29'56"W run Southeasterly along the arc of said curve through a central angle of 19°08'34", an arc distance of 606.68 feet, having a chord bearing of S09°55'47"E and a chord distance of 603.87 feet; thence run S00°21'30"E, a distance of 721.34 feet to the Point of Beginning.

Contains 6,755,674 square feet or 155.089 acres, more or less.

SURVEYORS NOTES

- Bearings based on the South line of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida as being S89°31'40"W.
- I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
- Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.
- The electronic signature hereon is in compliance with the Florida Administrative Code (FAC) 5J-17.062(3)
- The seal appearing on this document was authorized by James R. Shannon, PLS 4671 on 08/18/2023 per 5J17-062(2).

Digitally signed

James R. Shannon
by James R. Shannon
Date: 2023.08.18
15:53:24 -04'00'

JAMES R. SHANNON, JR., P.E.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CH. BEARING	CHORD
C1	2003.86'	04°20'51"	152.05'	S17°19'29"E	152.02'
C2	1815.86'	19°08'34"	606.68'	S09°55'47"E	603.87'

LINE TABLE

LINE	BEARING	LENGTH
L1	N00°21'03"W	46.69'
L2	S00°04'14"E	853.16'
L3	N89°34'17"E	160.19'
L4	S00°25'43"E	30.00'
L5	N89°34'17"E	476.16'
L6	N00°21'18"W	579.54'
L7	S89°53'52"W	66.00'
L8	N00°21'18"W	256.00'

LINE TABLE

LINE	BEARING	LENGTH
L9	N89°53'52"E	588.40'
L10	S00°29'13"E	35.75'
L11	N89°17'56"E	90.86'
L12	S47°15'37"E	44.44'
L13	S03°35'05"E	266.15'
L14	S00°49'55"E	485.06'
L15	S19°30'03"E	334.38'
L16	S00°21'30"E	721.34'

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 08/18/2023

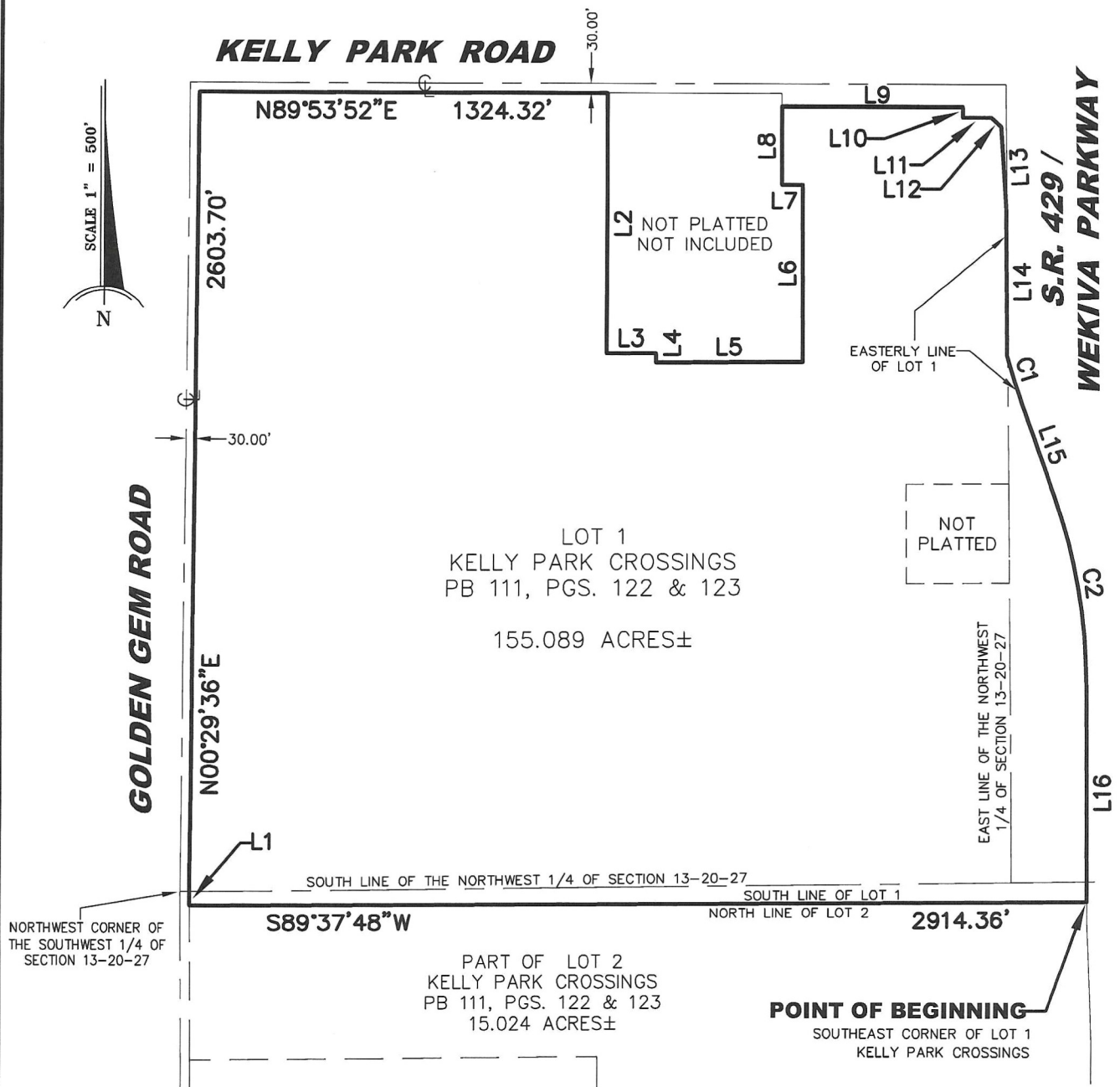
DRAWN BY: BP SCALE: 1" = 500'

13-20-27 GOLDEN GEM RD-LOT1-REPLAT SKETCH

SHEET 1 OF 2

PROJECT NAME: WYLD OAKS
PURPOSE: REPLAT OF LOT 1

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 1



SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

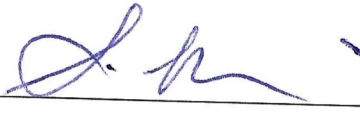
DATE OF SURVEY: 08/18/2023
DRAWN BY: BP SCALE: 1" = 500'
13-20-27 GOLDEN GEM RD-LOT1-REPLAT SKETCH
SHEET 2 OF 2

AUTHORIZATION OF AGENT

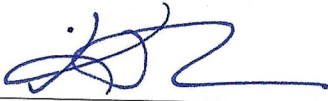
This letter shall serve as a designation of Alyssa Willson of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agent with regard to any and all matters pertaining to the Petition to the City Commission of the City of Apopka, Florida, to establish a Community Development District pursuant to Chapter 190, Florida Statutes. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:

DOUBLE B DEVELOPMENT, LLC, a
Florida limited liability company



Print Name: Sherri Mincey



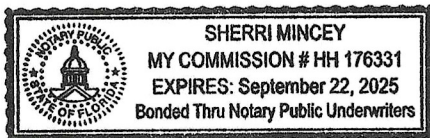
By: KEVIN M BARRY
Title: Manager



Print Name: SANDRA A. KINS

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

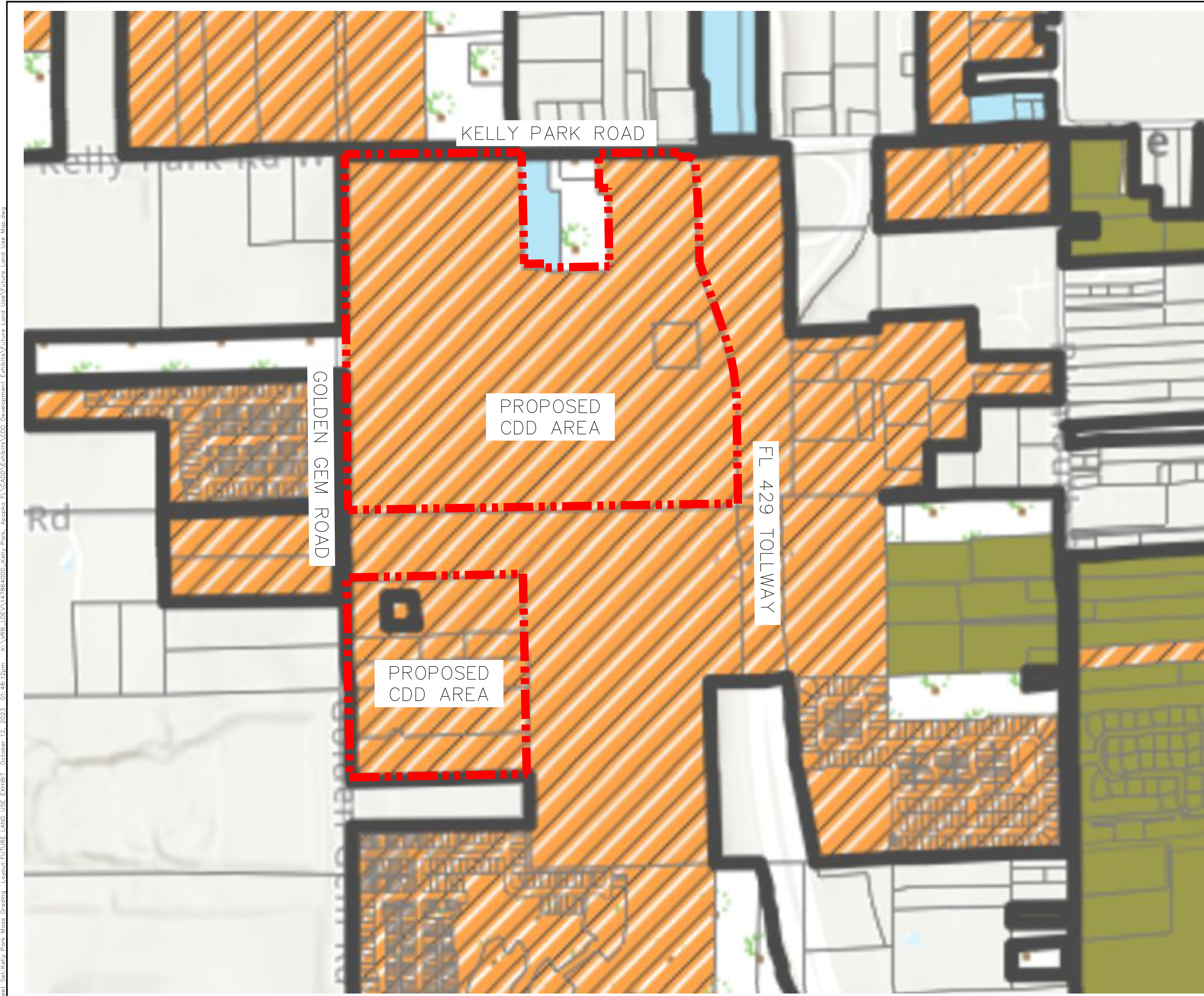
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of September, 2023, by KEVIN M BARRY, as Manager of Double B Development, LLC, who is ☒ personally known to me or ☐ produced _____ as identification.



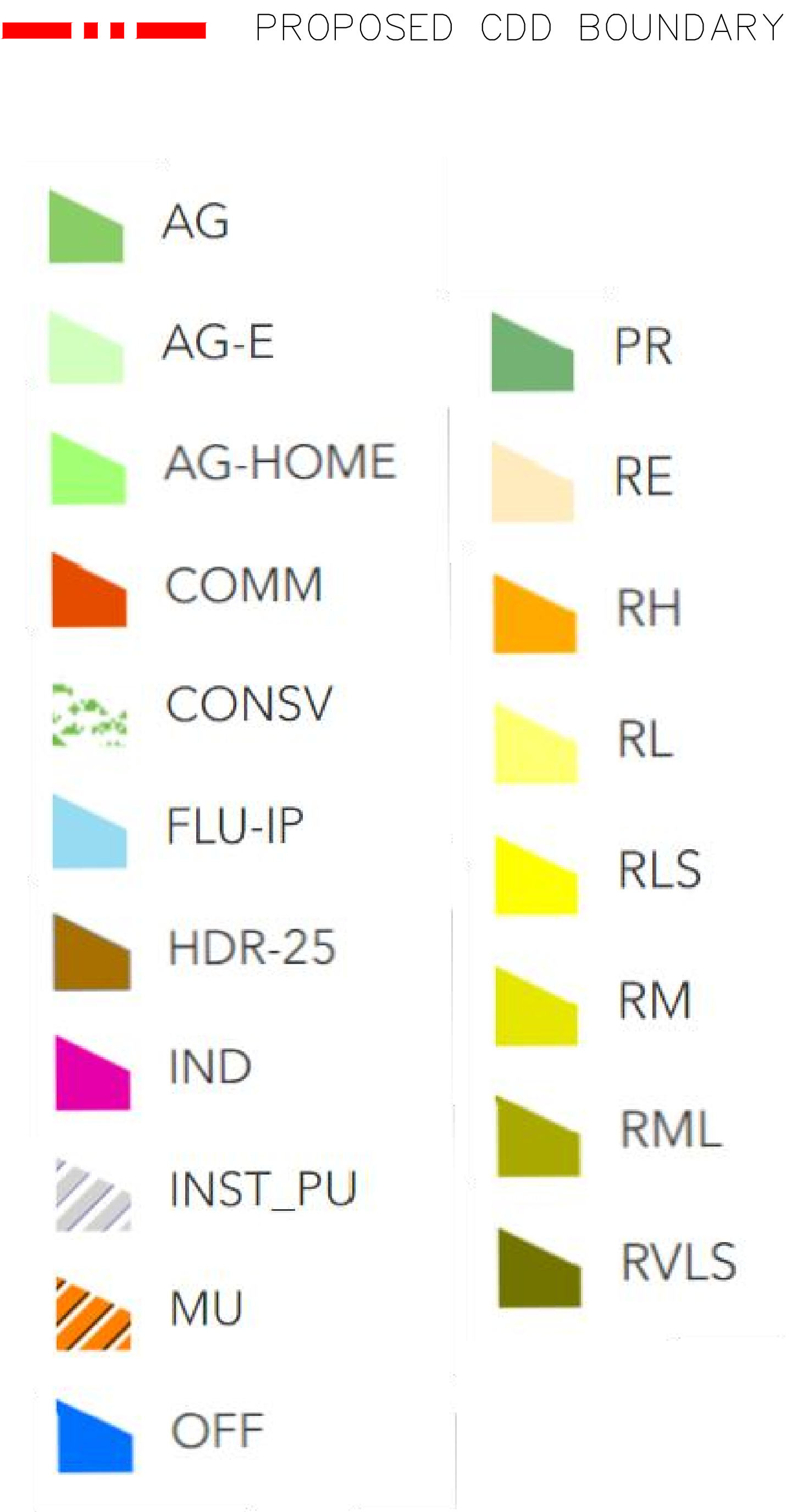


(Official Notary Signature & Seal)

Print Name: Sherri Mincey
Notary Public, State of Florida



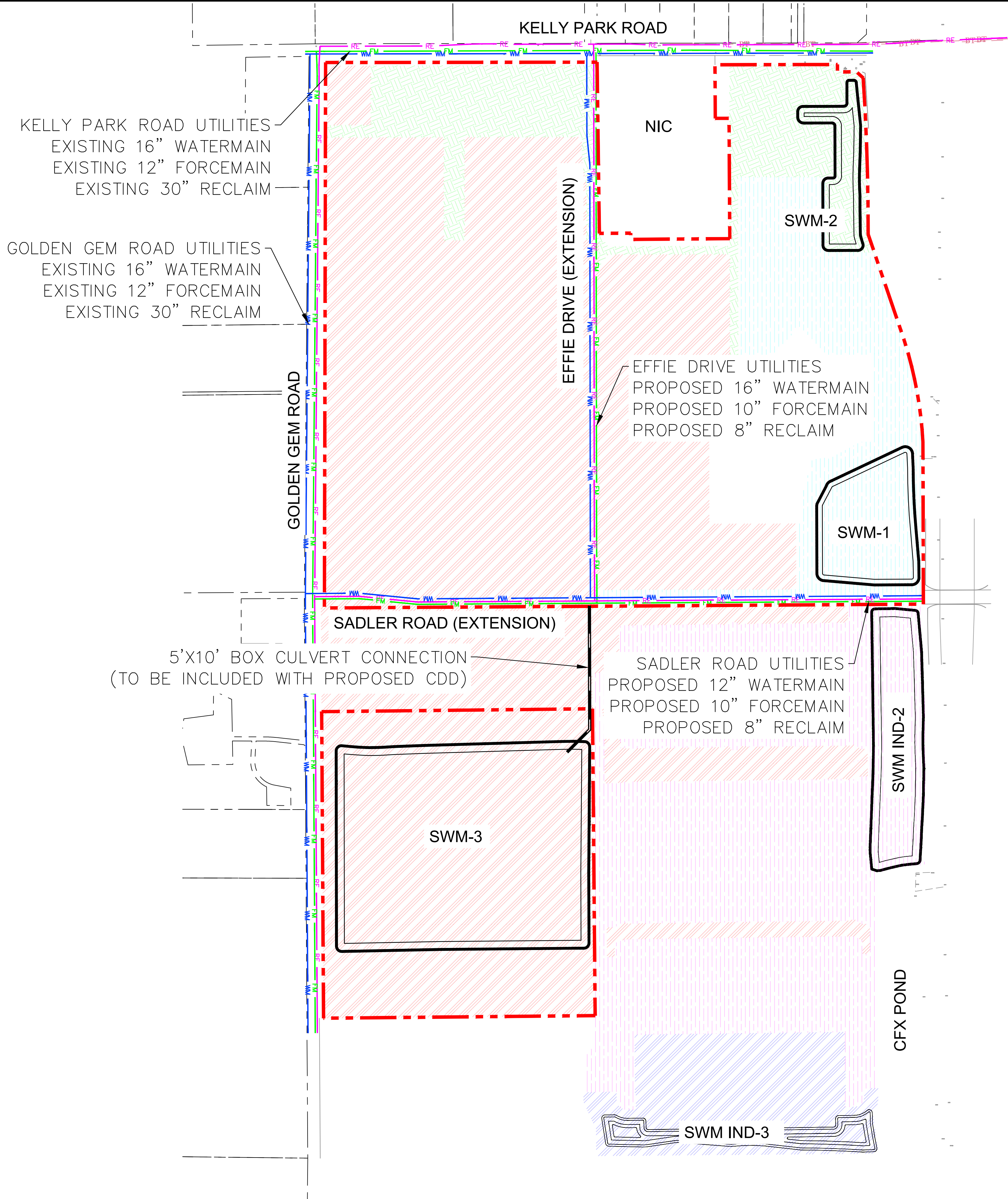
LEGEND



NOTES

1. DETAILS FOR FUTURE PLANNED LAND USES CAN BE FOUND IN PART III, ARTICLE 1 OF THE CITY OF APOKA LAND DEVELOPMENT CODE
2. THE ENTIRE CDD AREA RESIDES IN MU ZONE, INDICATING MIXED-USE

Plotted By: Settle, Correl. Sheet Set: 147864000-Kelly Park, Appoka FL CADD Exhibits\000 Development Exhibits\Ex 5 - Ex Sewer & Water, drainage\Infrastructure Map.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

- STORMWATER BASIN 1 (CYAN)
- STORMWATER BASIN 2 (GREEN)
- STORMWATER BASIN 3 (RED)
- STORMWATER BASIN IND-2 (MAGENTA)
- STORMWATER BASIN IND-3 (BLUE)
- WM WATERMAIN
- FM FORCEMAIN
- RE RECLAIM MAIN
- PROPOSED CDD BOUNDARY
- PROPOSED 5'X10' BOX CULVERT (TO BE INCLUDED WITH PROPOSED CDD)

NOTES

- UTILITIES SHOWN OUTSIDE OF THE RED 'PROPOSED CDD BOUNDARY' ARE EXISTING AND NOT ASSOCIATED WITH THE PROPOSED CDD. THE 5'X10' BOX CULVERT IS AN EXCEPTION TO THIS AND SERVES AS A DRAINAGE CONNECTION FROM THE NORTH PORTION TO THE SOUTH PORTION WITH SWM-3.
- THE AREAS INDICATED AS 'SWM-#' ARE PROPOSED STORM WATER PONDS ASSOCIATED WITH THE APPROPRIATELY NUMBERED STORM WATER BASIN.

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

GOLDEN GEM CDD

INFRASTRUCTURE EXHIBIT

SHEET NUMBER

EX.-5

Facilities Cost and Ownership / Operations Exhibit

Improvement	Estimated Cost	Financing Entity	Operations Entity
Master Development			
Mass Grading For Stormwater ponds and ROW only	\$ 1,500,000.00	CDD	CDD
Stormwater Infrastructure	\$ 1,600,000.00	CDD	CDD
Entry Features, Decorative Features	\$ 9,900,000.00	CDD	CDD
Village Center	\$ 15,000,000.00	CDD	CDD
Large Park Open Space	\$ 2,900,000.00	CDD	CDD
Land Acquisition Costs	\$ 6,510,558.00	CDD	CDD
Pioneering Agreement	\$ 6,750,000.00	CDD	N/A
sub-total	\$ 44,160,558.00		
Effie Blvd and Sadler Road			
General Conditions and Earthwork	\$ 950,000.00	CDD	CDD / City
Force main	\$ 770,000.00	CDD	CDD / City
Drainage	\$ 3,600,000.00	CDD	CDD / City
Water	\$ 1,500,000.00	CDD	CDD / City
Reuse Water	\$ 600,000.00	CDD	CDD / City
Concrete	\$ 1,200,000.00	CDD	CDD / City
Paving	\$ 2,100,000.00	CDD	CDD / City
Dry Utilities	\$ 3,290,000.00	CDD	CDD / City
Lighting	\$ 575,000.00	CDD	CDD / City
Code req landscape / Irrigation	\$ 1,300,000.00	CDD	CDD
Enhanced Landscape	\$ 1,700,000.00	CDD	CDD
sub-total	\$ 17,585,000.00		
Interior Infrastructure			
Interior Road A Construction	\$ 200,000.00	CDD	CDD
Interior Road B Construction	\$ 125,000.00	CDD	CDD
Interior Road C Construction	\$ 750,000.00	CDD	CDD
Interior Road D Construction	\$ 310,000.00	CDD	CDD
Interior Road E Construction	\$ 950,000.00	CDD	CDD
Interior Road F Construction	\$ 490,000.00	CDD	CDD
Interior Road G Construction	\$ 650,000.00	CDD	CDD
Interior Road H Construction	\$ 650,000.00	CDD	CDD
Interior Road I Construction	\$ 650,000.00	CDD	CDD
Interior Road J Construction	\$ 650,000.00	CDD	CDD
Enhanced Landscape	\$ 1,300,000.00	CDD	CDD
sub-total	\$ 6,725,000.00		
Soft Costs			
Design and Professional Fees	\$ 2,025,000.00	N/A	N/A
sub-total	\$ 2,025,000.00		
Grand Total	\$ 70,495,558.00		

Schedule: The construction of the mass grading and stormwater infrastructure for the entire site is projected to start in November 2023 and complete in August 2024. Infrastructure construction of Effie Drive and Sadler Road is projected to start in February 2024 and complete in January 2025. Construction of the interior roads A thru J are expected to be staggered over a 3 year period starting in July 2024. Construction of the Village Center is anticipated to begin in May 2027

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form the **Golden Gem Community Development District** (the “District”). The proposed District comprises approximately 199.869 acres of land located within the City of Apopka, Florida (hereafter “City”). The project, referred to as Wyld Oaks, is planned for approximately 3,823 residential units and 15,602,500 square feet of non-residential. An expansion parcel of 15.024 acres has been designated with the option to be added to the district at a future date. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law shall 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.”

1.2 Overview of the Golden Gem Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 199.869 acres.

The Development plan for the proposed lands within the District includes up to 3,823 residential units to be constructed and 15,602,500 square feet of non-residential. Such uses are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. Per Section 190.002(1)(a), Florida Statutes, CDD’s 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”.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as Wyld Oaks. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: 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; 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 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 agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “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, and 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 Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. 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.

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

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 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.

As noted above, the Golden Gem Community Development District is a community designed for up to 3,823 residential units and 15,602,500 square feet of non-residential. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the primary landowner and any other landowner will also be under the jurisdiction of the District.

¹ For the purposes of this SERC, the term “agency” means City of Apopka, the term “state” or “State” means State of Florida and the term “rule” means the ordinance(s) which the City of Apopka would enact in connection with the creation of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida's Department of Economic Opportunity, which offsets such costs.

City of Apopka

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the City are 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 much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning changes that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of special-purpose 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. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

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

In this regard it is important to note that any debt obligations incurred by the District to construct

infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various costs, facilities, and services the proposed District may provide.

**Table 1.
Golden Gem CDD Proposed Facilities Cost and Ownership/Operations**

Improvement	Estimated Cost	Financing Entity	Operations Entity
Master Development			
Mass Grading For Stormwater ponds and ROW only	\$ 1,500,000.00	CDD	CDD
Stormwater Infrastructure	\$ 1,600,000.00	CDD	CDD
Entry Features, Decorative Features	\$ 9,900,000.00	CDD	CDD
Village Center	\$ 15,000,000.00	CDD	CDD
Large Park Open Space	\$ 2,900,000.00	CDD	CDD
Land Acquisition Costs	\$ 6,510,558.00	CDD	CDD
Pioneering Agreement	\$ 6,750,000.00	CDD	N/A
sub-total	\$ 44,160,558.00		
Effie Blvd and Sadler Road			
General Conditions and Earthwork	\$ 950,000.00	CDD	CDD / City
Force main	\$ 770,000.00	CDD	CDD / City
Drainage	\$ 3,600,000.00	CDD	CDD / City
Water	\$ 1,500,000.00	CDD	CDD / City
Reuse Water	\$ 600,000.00	CDD	CDD / City
Concrete	\$ 1,200,000.00	CDD	CDD / City
Paving	\$ 2,100,000.00	CDD	CDD / City
Dry Utilities	\$ 3,290,000.00	CDD	CDD / City
Lighting	\$ 575,000.00	CDD	CDD / City
Code req landscape / Irrigation	\$ 1,300,000.00	CDD	CDD
Enhanced Landscape	\$ 1,700,000.00	CDD	CDD
sub-total	\$ 17,585,000.00		
Interior Infrastructure			
Interior Road A Construction	\$ 200,000.00	CDD	CDD
Interior Road B Construction	\$ 125,000.00	CDD	CDD
Interior Road C Construction	\$ 750,000.00	CDD	CDD
Interior Road D Construction	\$ 310,000.00	CDD	CDD
Interior Road E Construction	\$ 950,000.00	CDD	CDD
Interior Road F Construction	\$ 490,000.00	CDD	CDD
Interior Road G Construction	\$ 650,000.00	CDD	CDD
Interior Road H Construction	\$ 650,000.00	CDD	CDD
Interior Road I Construction	\$ 650,000.00	CDD	CDD
Interior Road J Construction	\$ 650,000.00	CDD	CDD
Enhanced Landscape	\$ 1,300,000.00	CDD	CDD
sub-total	\$ 6,725,000.00		
Soft Costs			
Design and Professional Fees	\$ 2,025,000.00	N/A	N/A
sub-total	\$ 2,025,000.00		
Grand Total	\$ 70,495,558.00		

Schedule: The construction of the mass grading and stormwater infrastructure for the entire site is projected to start in November 2023 and complete in August 2024. Infrastructure construction of Effie Drive and Sadler Road is projected to start in February 2024 and complete in January 2025. Construction of the interior roads A thru J are expected to be staggered over a 3 year period starting in July 2024. Construction of the Village Center is anticipated to begin in May 2027

*Costs not funded by bonds will be funded by the primary landowner.

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 1 on page 4 of this SERC. Total development costs for these facilities are estimated to be approximately \$70,495,558.00. The District may issue special assessment bonds or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that benefit from the District's capital improvement program.

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a district is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a district is the sole form of governance which allows district landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, a district has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida

Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City has an estimated un-incarcerated population that is greater than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a “small city” according to section 120.52(18), Florida Statutes. Orange County (“County”) has an estimated un-incarcerated population that is greater than 75,000 according to the 2020 U.S. Census. Therefore, the County is not defined as a “small county” according to section 120.52(19), Florida Statutes.

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.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

*Prepared by:
Governmental Management Services - Central Florida, LLC
October 13th, 2023*



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 7.

Meeting Date: December 6, 2023

Department: Community Development

SUBJECT:

First Reading - Ordinance No. 3042 - Amendment to the Kelly Park Community Development District

REQUEST:

Amendment to Ordinance No. 2924, which established the Kelly Park Community Development District.

SUMMARY:

On May 18, 2022, the City Council adopted Ordinance No. 2924 which established the Kelly Park Community Development District (CDD). Currently the Kelly Park CDD covers approximately 213.409 acres and is located south of Ondich Road, west of Effie Drive, east of Round Lake Road and north of W. Kelly Park Road in the area where the Crossroads at Kelly Park development is being constructed. The petitioner has submitted a request to the City Council to adopt an amendment to Ordinance No. 2924 to remove approximately 2.328 acres from the CDD to reflect the updated development plans proposed by the developer.

The proposed amendment is being requested pursuant to the "Uniform Community Development District Act of 1980", Chapter 190, Florida Statutes.

Development Review Committee:

The Development Review Committee recommends approval of the proposed amendment to Ordinance No. 2924, which established the Kelly Park Community Development District.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Accept First Reading of Ordinance No. 3042 and hold it over for Second Reading and Adoption on January 3, 2024.

ATTACHMENTS:

1. Supporting documentation

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6

**AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA,
AMENDING THE BOUNDARIES OF THE KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED
PURSUANT TO ORDINANCE NO. 2924; PROVIDING A
SEVERABILITY CLAUSE; ADDRESSING CONFLICTS;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District, as amended, will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described,

1 thereby providing a solution to the City's planning, management, and financing needs for delivery
2 of capital infrastructure therein without overburdening the city and its taxpayers.

3
4 **NOW, THEREFORE, BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF**
5 **APOPKA, FLORIDA, AS FOLLOWS:**

6
7 **SECTION I. AUTHORITY.** This Ordinance is enacted in compliance with and pursuant
8 to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as
9 amended from time to time.

10
11 **SECTION II. FINDINGS.** The foregoing recitals and findings are true and correct and
12 are incorporated herein, adopted, and made a part hereof.

13
14 **SECTION III. AMENDMENT TO EXTERNAL BOUNDARIES OF THE**
15 **DISTRICT.** Section V. of Ordinance No. 2924 is hereby replaced by the following language:

16
17 The external boundaries of the District are described in Exhibit 3 of the Petition.
18 The District, overall, contains 211.081 acres, more or less.

19
20 **SECTION IV. SEVERABILITY.** Should any word, phrase, sentence, subsection or
21 section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or
22 unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed
23 from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain
24 in full force and effect.

25
26 **SECTION V. CONFLICTING ORDINANCES.** Except to the extent expressly stated
27 herein, Ordinance No. 2924 remains in full force and effect. All other ordinances or part thereof,
28 in conflict herewith are, to the extent of such conflict, repealed.

29
30 **SECTION VI: EFFECTIVE DATE.** That this ordinance and the rules, regulations,
31 provisions, requirements, orders and matters established and adopted hereby shall take effect and
32 be in full force and effect immediately upon its passage and adoption.

33
34 **PASSED UPON** at the first reading of the City Council, this ____ day of _____,
35 2023.

36
37 **PASSED UPON** at the second and final reading of the City Council, this ____ day of
38 _____, 2024.

39
40
41
42 _____
43 BRYAN NELSON
44 Mayor
45
46

1 ATTEST:
2
3

4 _____
5 SUSAN M. BONE
6 City Clerk
7

8
9 APPROVED as to legal sufficiency and form:
10

11
12 _____
13 CLIFFORD SHEPARD, City Attorney
14
15
16
17

UPDATED 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 the City of Apopka, Orange 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**. The District seeks to contract the boundaries of the District to remove lands to reflect the updated development plans proposed by the developer of the lands. 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

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*.

effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

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:

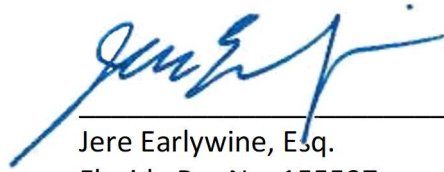
a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(f), Florida Statutes; and

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

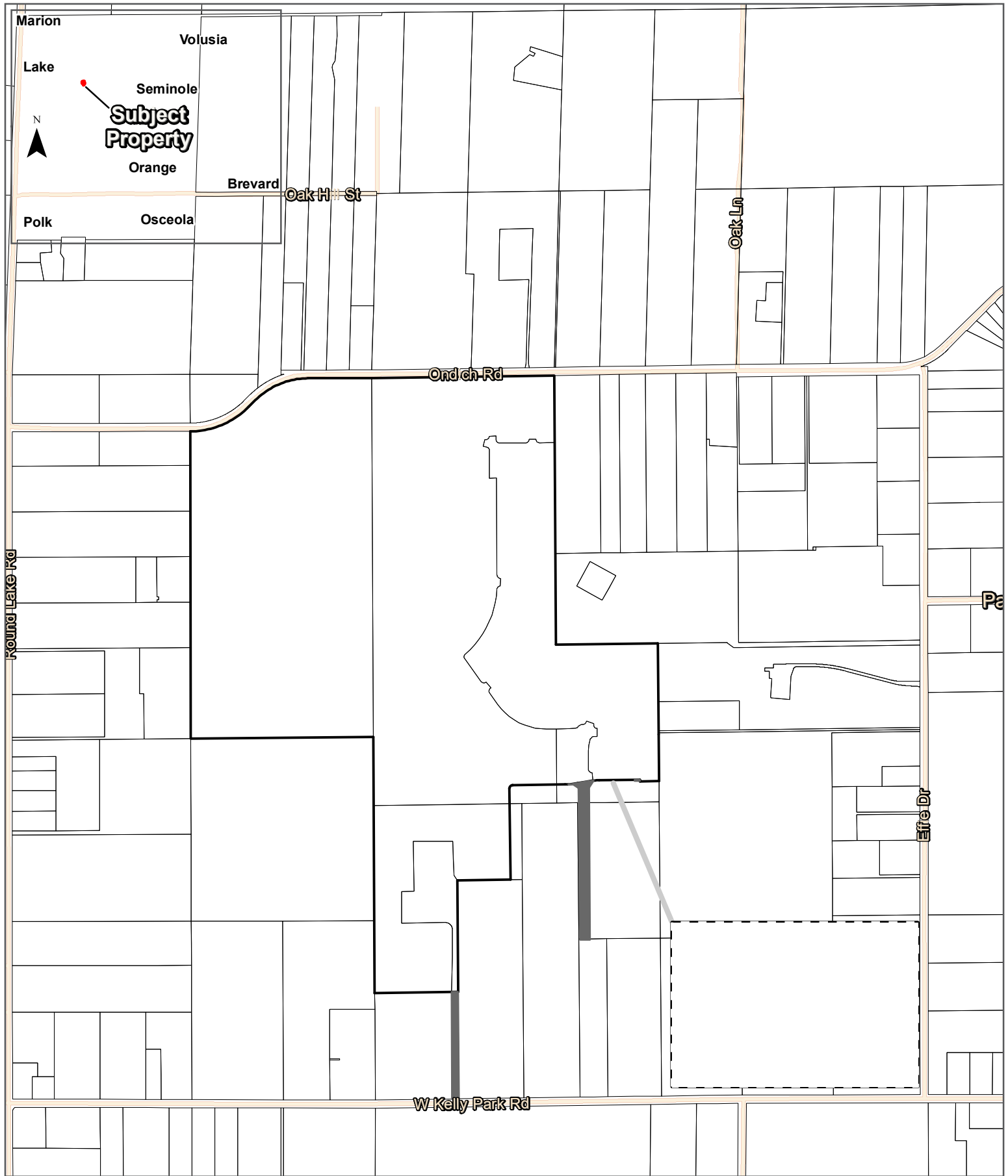
KUTAK ROCK LLP

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

Location Map

Kelly Park Property

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.

- | | LOCATED |
|---|------------------|
| ● | FOUND 1/2, 30W N |
| ○ | Cap 1A, 5000' N |
| ○ | Cap 1B, 5000' N |
| ○ | Cap 1C, 5000' N |
| ○ | Cap 1D, 5000' N |
| ○ | Cap 1E, 5000' N |
| ○ | Cap 1F, 5000' N |
| ○ | Cap 1G, 5000' N |
| ○ | Cap 1H, 5000' N |
| ○ | Cap 1I, 5000' N |
| ○ | Cap 1J, 5000' N |
| ○ | Cap 1K, 5000' N |
| ○ | Cap 1L, 5000' N |
| ○ | Cap 1M, 5000' N |
| ○ | Cap 1N, 5000' N |
| ○ | Cap 1O, 5000' N |
| ○ | Cap 1P, 5000' N |
| ○ | Cap 1Q, 5000' N |
| ○ | Cap 1R, 5000' N |
| ○ | Cap 1S, 5000' N |
| ○ | Cap 1T, 5000' N |
| ○ | Cap 1U, 5000' N |
| ○ | Cap 1V, 5000' N |
| ○ | Cap 1W, 5000' N |
| ○ | Cap 1X, 5000' N |
| ○ | Cap 1Y, 5000' N |
| ○ | Cap 1Z, 5000' N |
| ○ | Cap 1AA, 5000' N |
| ○ | Cap 1AB, 5000' N |
| ○ | Cap 1AC, 5000' N |
| ○ | Cap 1AD, 5000' N |
| ○ | Cap 1AE, 5000' N |
| ○ | Cap 1AF, 5000' N |
| ○ | Cap 1AG, 5000' N |
| ○ | Cap 1AH, 5000' N |
| ○ | Cap 1AI, 5000' N |
| ○ | Cap 1AJ, 5000' N |
| ○ | Cap 1AK, 5000' N |
| ○ | Cap 1AL, 5000' N |
| ○ | Cap 1AM, 5000' N |
| ○ | Cap 1AN, 5000' N |
| ○ | Cap 1AO, 5000' N |
| ○ | Cap 1AP, 5000' N |
| ○ | Cap 1AQ, 5000' N |
| ○ | Cap 1AR, 5000' N |
| ○ | Cap 1AS, 5000' N |
| ○ | Cap 1AT, 5000' N |
| ○ | Cap 1AU, 5000' N |
| ○ | Cap 1AV, 5000' N |
| ○ | Cap 1AW, 5000' N |
| ○ | Cap 1AX, 5000' N |
| ○ | Cap 1AY, 5000' N |
| ○ | Cap 1AZ, 5000' N |
| ○ | Cap 1BA, 5000' N |
| ○ | Cap 1BB, 5000' N |
| ○ | Cap 1BC, 5000' N |
| ○ | Cap 1BD, 5000' N |
| ○ | Cap 1BE, 5000' N |
| ○ | Cap 1BF, 5000' N |
| ○ | Cap 1BG, 5000' N |
| ○ | Cap 1BH, 5000' N |
| ○ | Cap 1BI, 5000' N |
| ○ | Cap 1BJ, 5000' N |
| ○ | Cap 1BK, 5000' N |
| ○ | Cap 1BL, 5000' N |
| ○ | Cap 1BM, 5000' N |
| ○ | Cap 1BN, 5000' N |
| ○ | Cap 1BO, 5000' N |
| ○ | Cap 1BP, 5000' N |
| ○ | Cap 1BQ, 5000' N |
| ○ | Cap 1BR, 5000' N |
| ○ | Cap 1BS, 5000' N |
| ○ | Cap 1BT, 5000' N |
| ○ | Cap 1BU, 5000' N |
| ○ | Cap 1BV, 5000' N |
| ○ | Cap 1BW, 5000' N |
| ○ | Cap 1BX, 5000' N |
| ○ | Cap 1BY, 5000' N |
| ○ | Cap 1BZ, 5000' N |
| ○ | Cap 1CA, 5000' N |
| ○ | Cap 1CB, 5000' N |
| ○ | Cap 1CC, 5000' N |
| ○ | Cap 1CD, 5000' N |
| ○ | Cap 1CE, 5000' N |
| ○ | Cap 1CF, 5000' N |
| ○ | Cap 1CG, 5000' N |
| ○ | Cap 1CH, 5000' N |
| ○ | Cap 1CI, 5000' N |
| ○ | Cap 1CJ, 5000' N |
| ○ | Cap 1CK, 5000' N |
| ○ | Cap 1CL, 5000' N |
| ○ | Cap 1CM, 5000' N |
| ○ | Cap 1CN, 5000' N |
| ○ | Cap 1CO, 5000' N |
| ○ | Cap 1CP, 5000' N |
| ○ | Cap 1CQ, 5000' N |
| ○ | Cap 1CR, 5000' N |
| ○ | Cap 1CS, 5000' N |
| ○ | Cap 1CT, 5000' N |
| ○ | Cap 1CU, 5000' N |
| ○ | Cap 1CV, 5000' N |
| ○ | Cap 1CW, 5000' N |
| ○ | Cap 1CX, 5000' N |
| ○ | Cap 1CY, 5000' N |
| ○ | Cap 1CZ, 5000' N |
| ○ | Cap 1DA, 5000' N |
| ○ | Cap 1DB, 5000' N |
| ○ | Cap 1DC, 5000' N |
| ○ | Cap 1DD, 5000' N |
| ○ | Cap 1DE, 5000' N |
| ○ | Cap 1DF, 5000' N |
| ○ | Cap 1DG, 5000' N |
| ○ | Cap 1DH, 5000' N |
| ○ | Cap 1DI, 5000' N |
| ○ | Cap 1DJ, 5000' N |
| ○ | Cap 1DK, 5000' N |
| ○ | Cap 1DL, 5000' N |
| ○ | Cap 1DM, 5000' N |
| ○ | Cap 1DN, 5000' N |
| ○ | Cap 1DO, 5000' N |
| ○ | Cap 1DP, 5000' N |
| ○ | Cap 1DQ, 5000' N |
| ○ | Cap 1DR, 5000' N |
| ○ | Cap 1DS, 5000' N |
| ○ | Cap 1DT, 5000' N |
| ○ | Cap 1DU, 5000' N |
| ○ | Cap 1DV, 5000' |



KELLY PARK, CDE LEGAL

1990年12月 第1期 第10页

WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437

Page 225 of 404

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

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)

P.O.C.
S 1/4 CORNER
SEC. 11-20-27

P.O.B.

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

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

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

10' DISTRIBUTION EASEMENT
(O.R.B. 6654, PG. 4969)

NORHERLY R/W LINE
560.00'

50.00'

589'12'25"W 558.59'

589'12'25"E 780.35'

589'13'13"W 327.64'

589'15'33"E 930.37'

500'23'15"E 1591.78'

500'44'27"E 553.23'

1365.46'

100'17'05"W

100'17'05"W 30.00'

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

00: | 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 11, 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

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

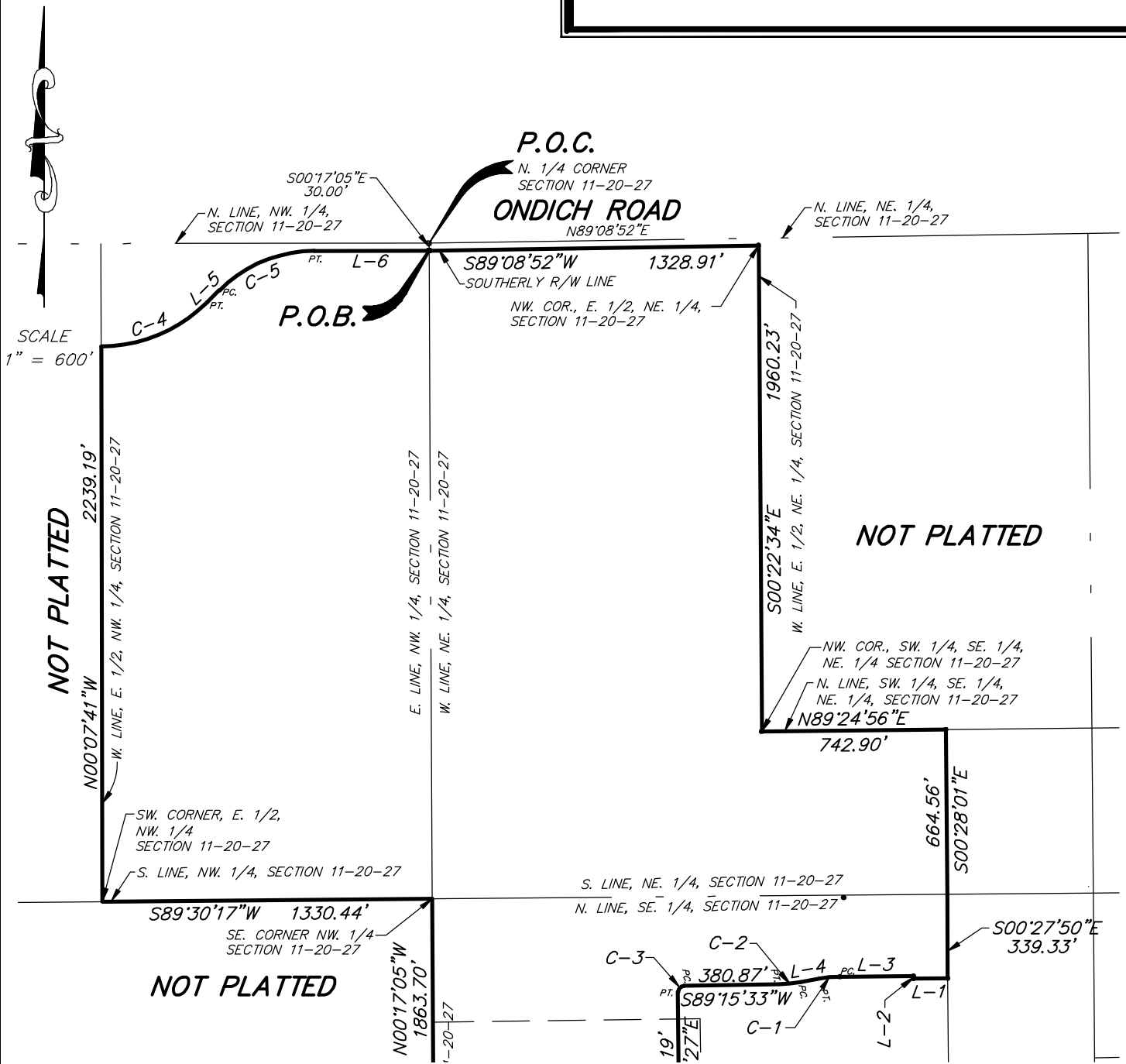
DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

LEGAL DESCRIPTION CROSSROADS KELLY PARK CDD



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

PEC
 2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
 WWW.PECONLINE.COM

SURVEYING AND MAPPING, LLC
 CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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
---------------------	-----------------	------------------	---------------

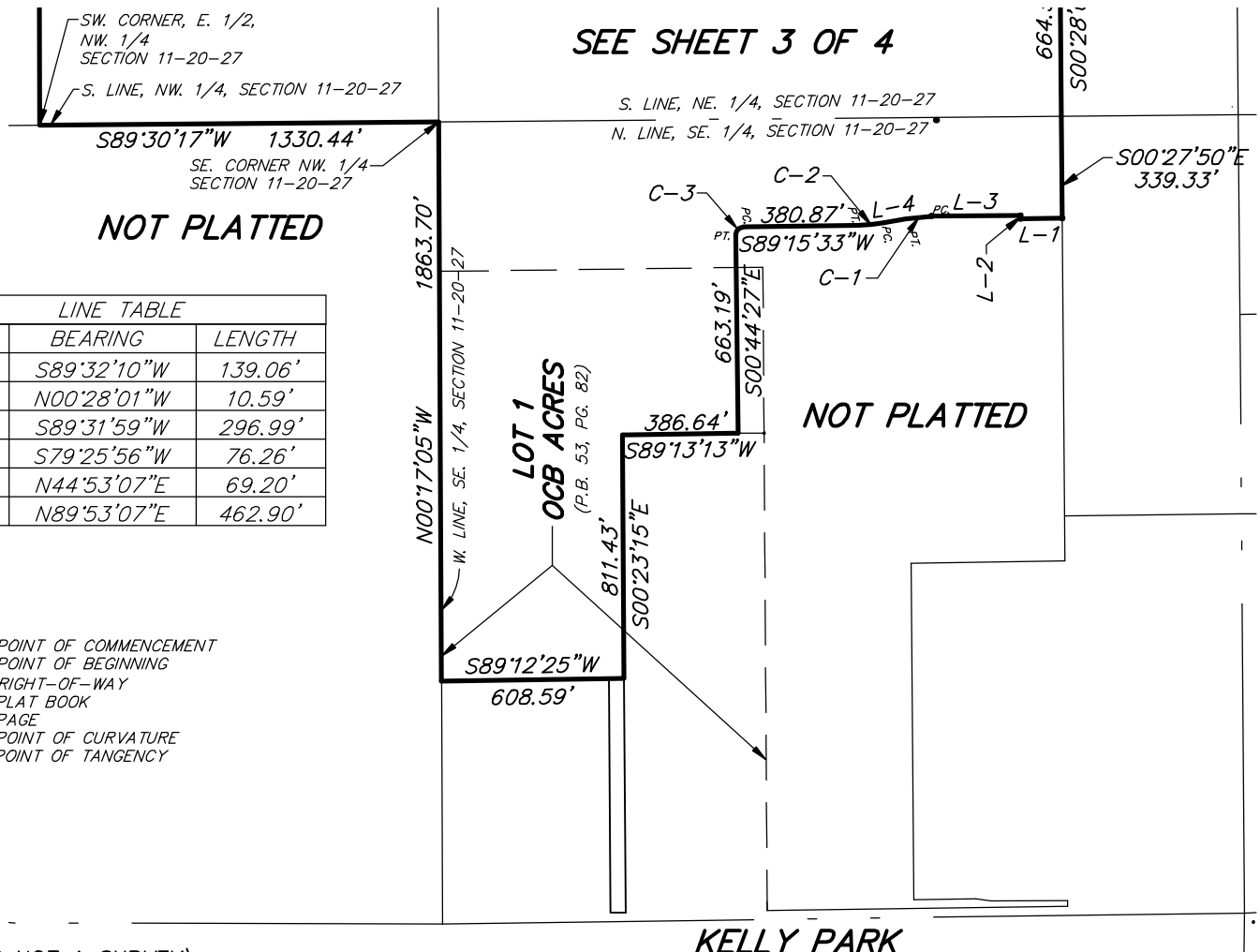
O:\22-118 Kelly Park CDD\22-118 LEGAL.dwg Jul 10, 2023 - 1:31pm

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

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 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

Mike Galvin
By: MIKE GALVIN
Its: MANAGER

By: Robert Norostian
Name: ROBERT NOROSTIAN

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

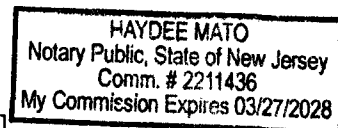
Marvin Strauss
By: Marvin Strauss
Its: Manager

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 Noorstad
Name: ROBERT NOORSTAD

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:

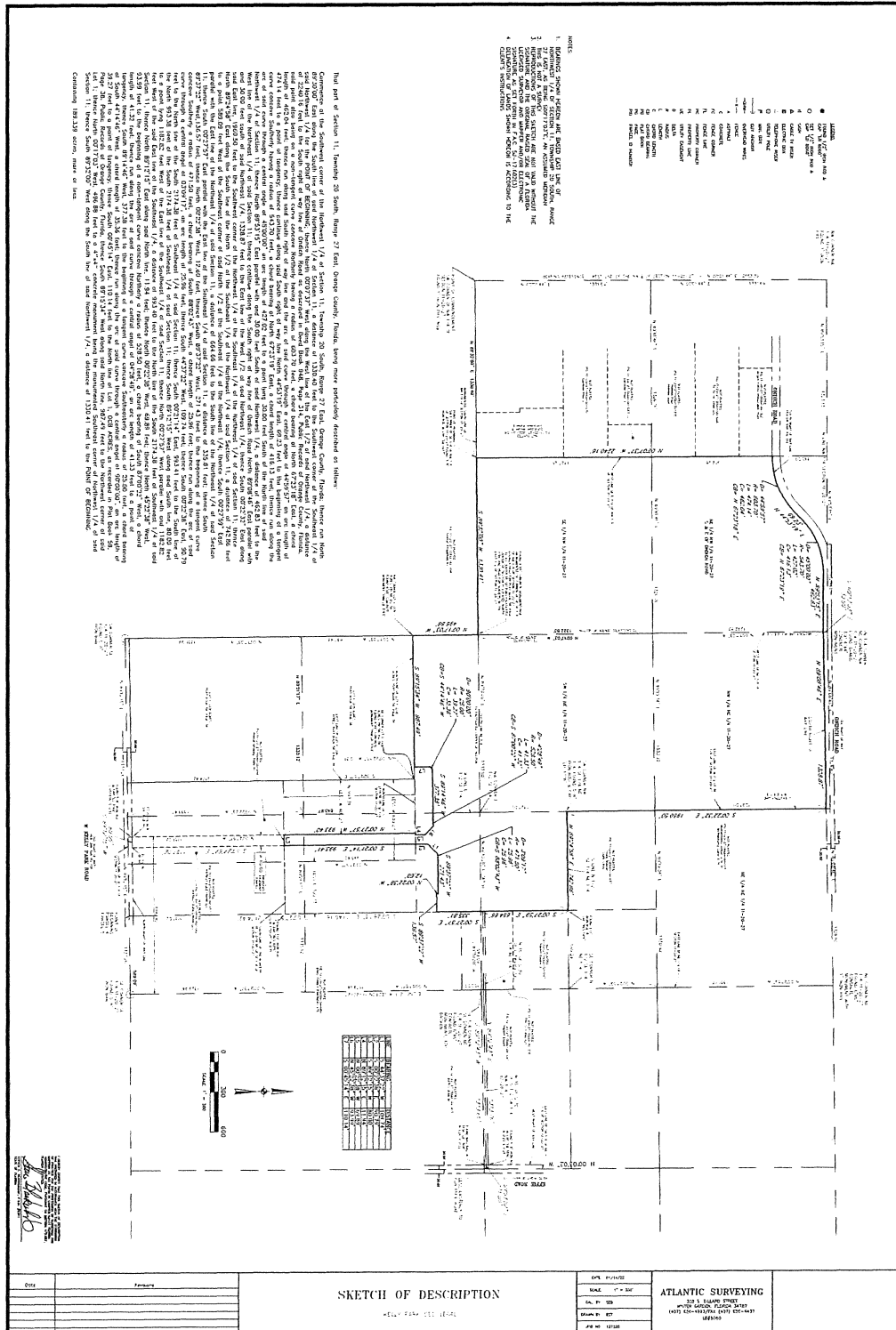
Commence at the Southwest corner of the Northwest 1/4 of Section 11, Township 20 South, Range 27 East, Orange County, Florida; thence run North 89°30'00" East along the South line of said Northwest 1/4 of Section 11, a distance of 1330.40 feet to the Southwest corner of the Southeast 1/4 of said Northwest 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 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

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

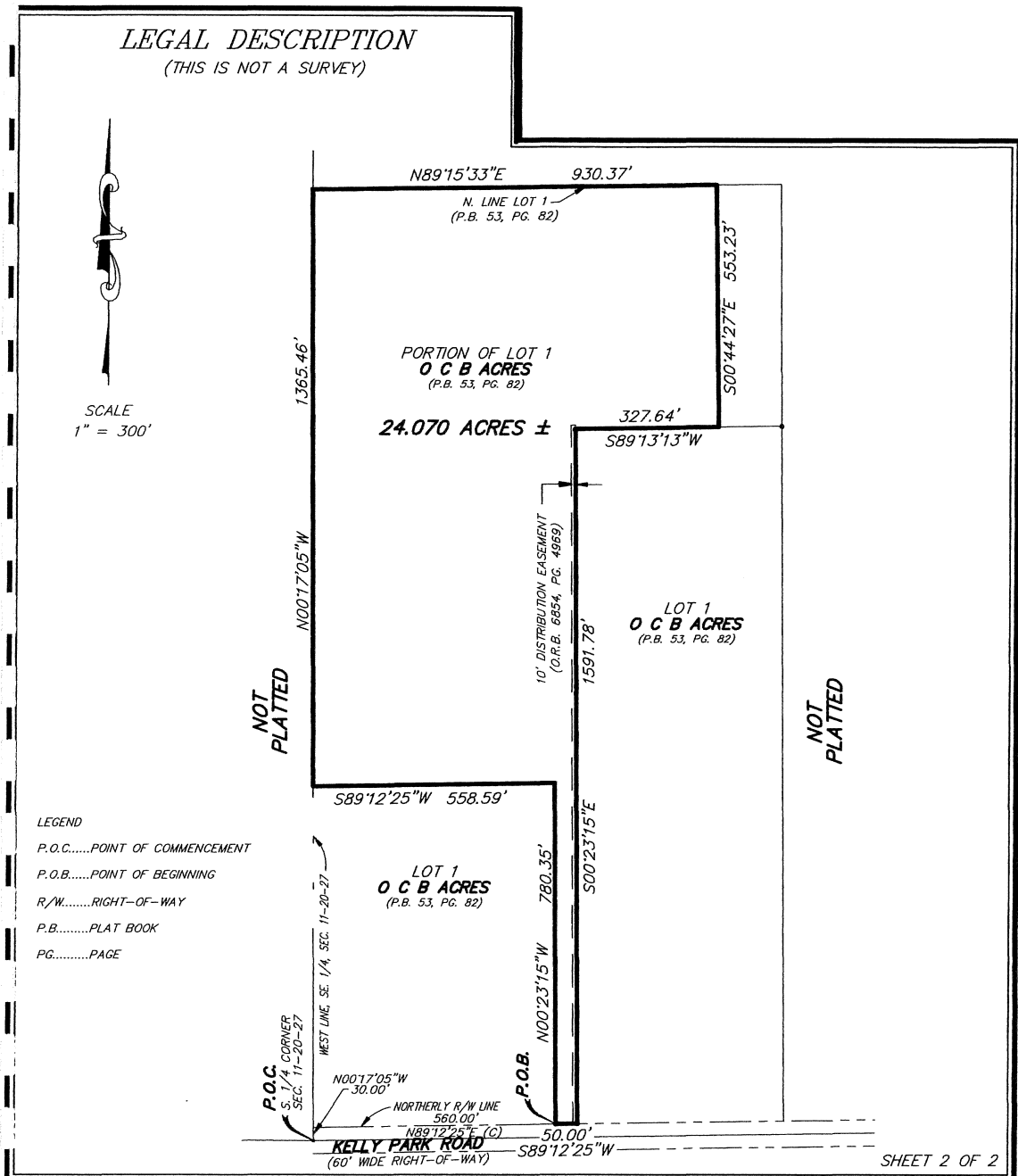
PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-019

CONTINUED ON FOLLOWING PAGE

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

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

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

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, 139.06 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 II, 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

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

**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

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.

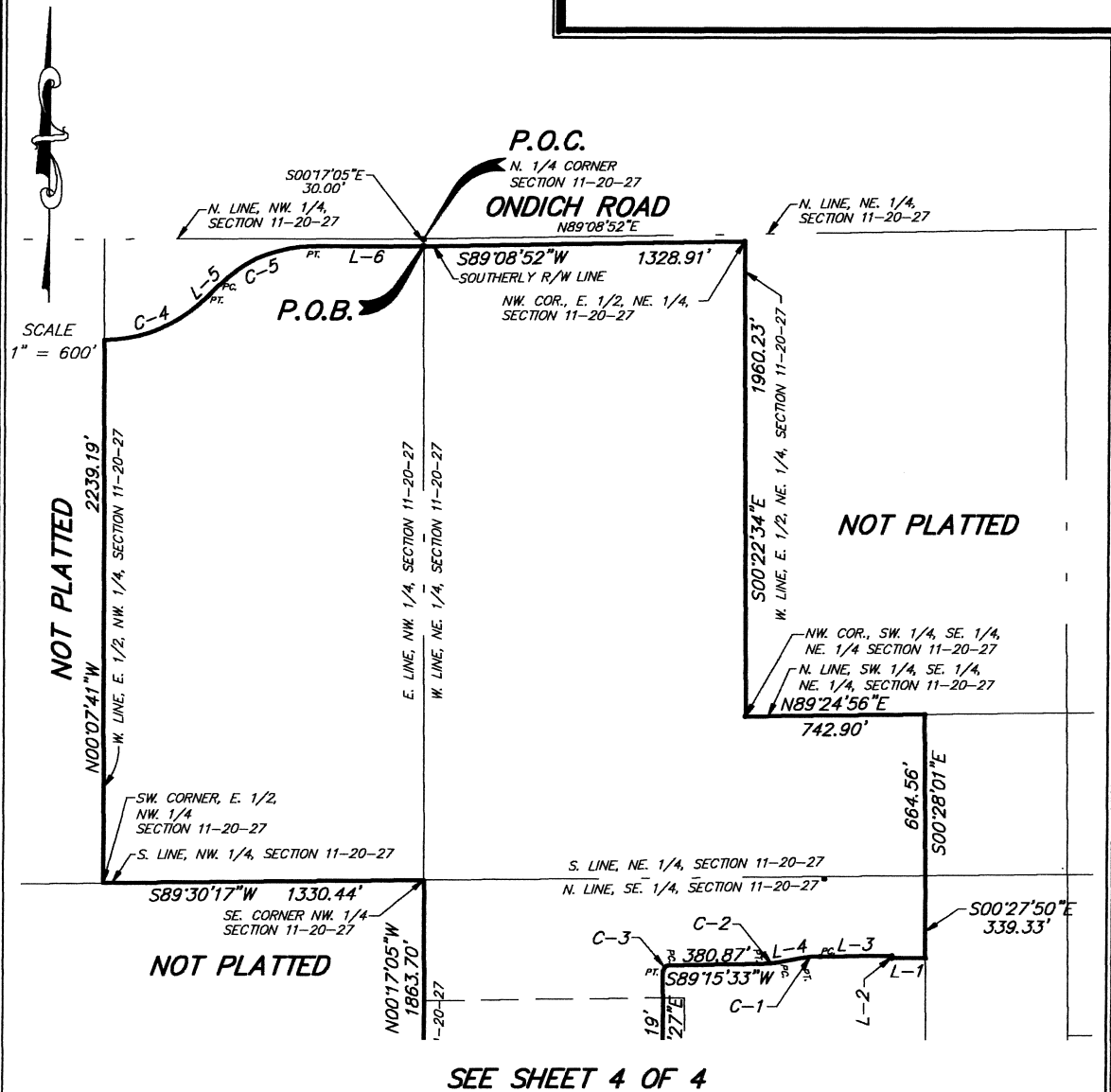
DRAWN BY: J.L.M.

JOB #: 22-118

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

CONTINUED ON FOLLOWING PAGE

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

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

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

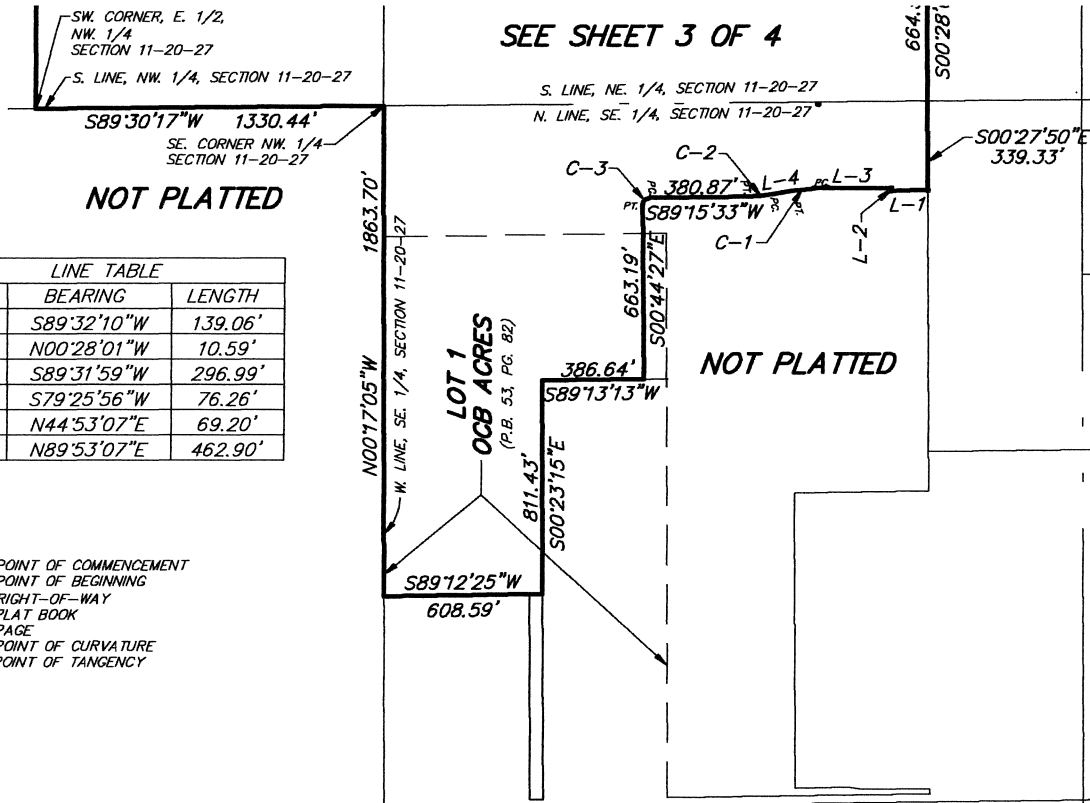
CONTINUED ON FOLLOWING PAGE

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

KELLY PARK

SHEET 4 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

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 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

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.

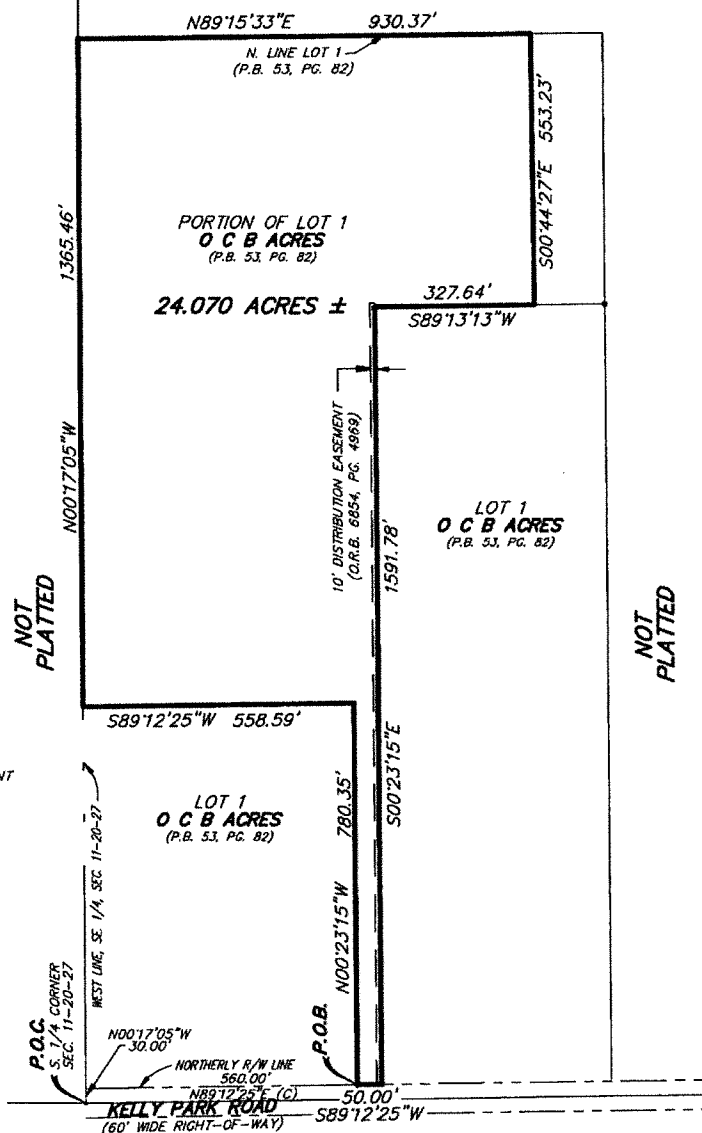
DRAWN BY: J.L.M.

JOB #: 22-019

CONTINUED ON FOLLOWING PAGE

SCALE
1" = 300'

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

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

JOB #: 22-019

7

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 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
- (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

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Orlando, 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

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

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'

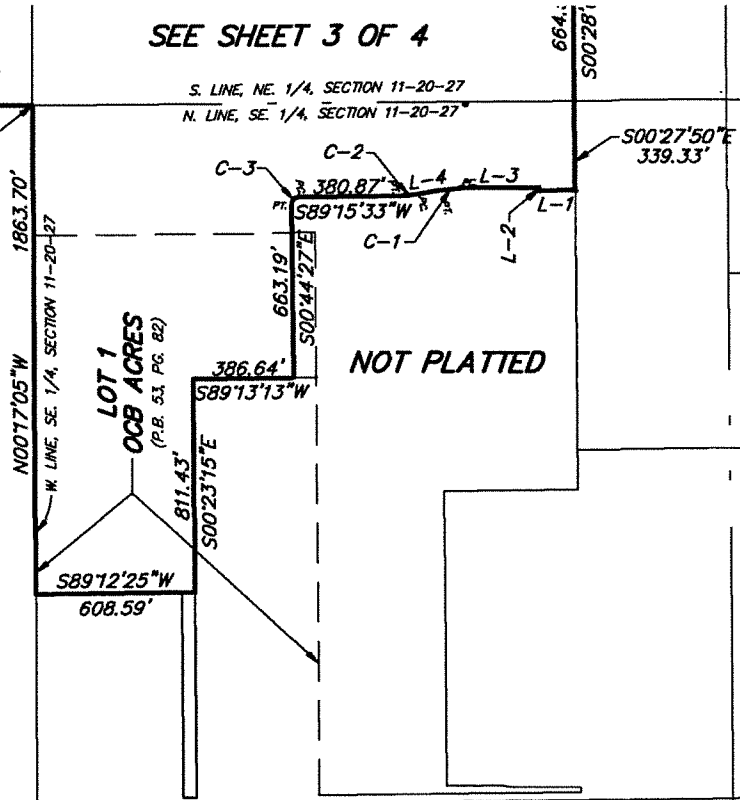
SW. CORNER, E. 1/2,
NW. 1/4
SECTION 11-20-27
S. LINE, NW. 1/4, SECTION 11-20-27
S89°30'17"W 1330.44'
SE. CORNER NW. 1/4
SECTION 11-20-27

NOT PLATTED

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



KELLY PARK

(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

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

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.

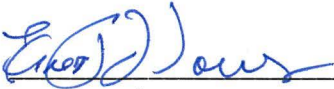
4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

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

ATTEST:

**KELLY PARK COMMUNITY DEVELOPMENT
DISTRICT**



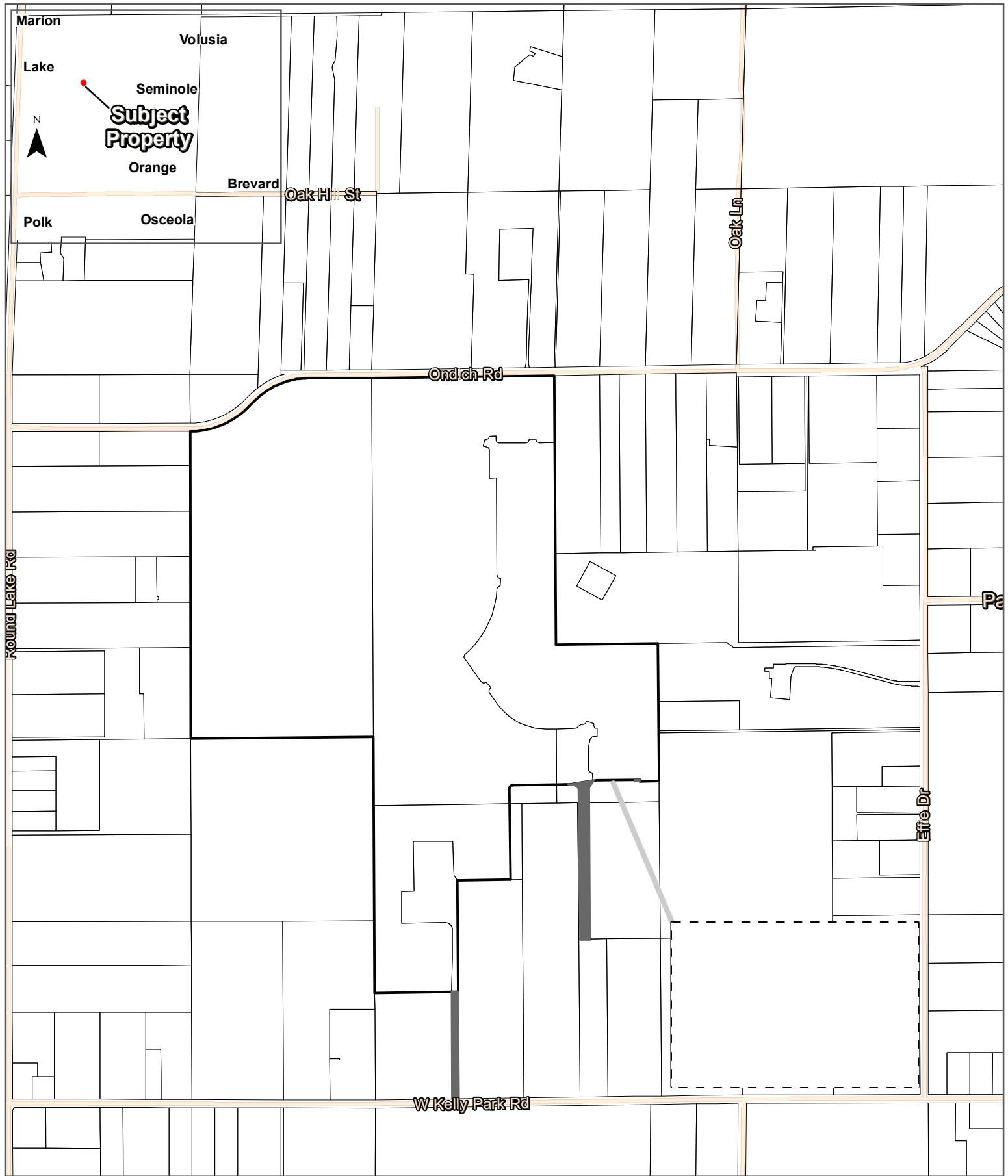
Secretary/Assistant Secretary



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

POULOS & BENNETT

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:

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 11, 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

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

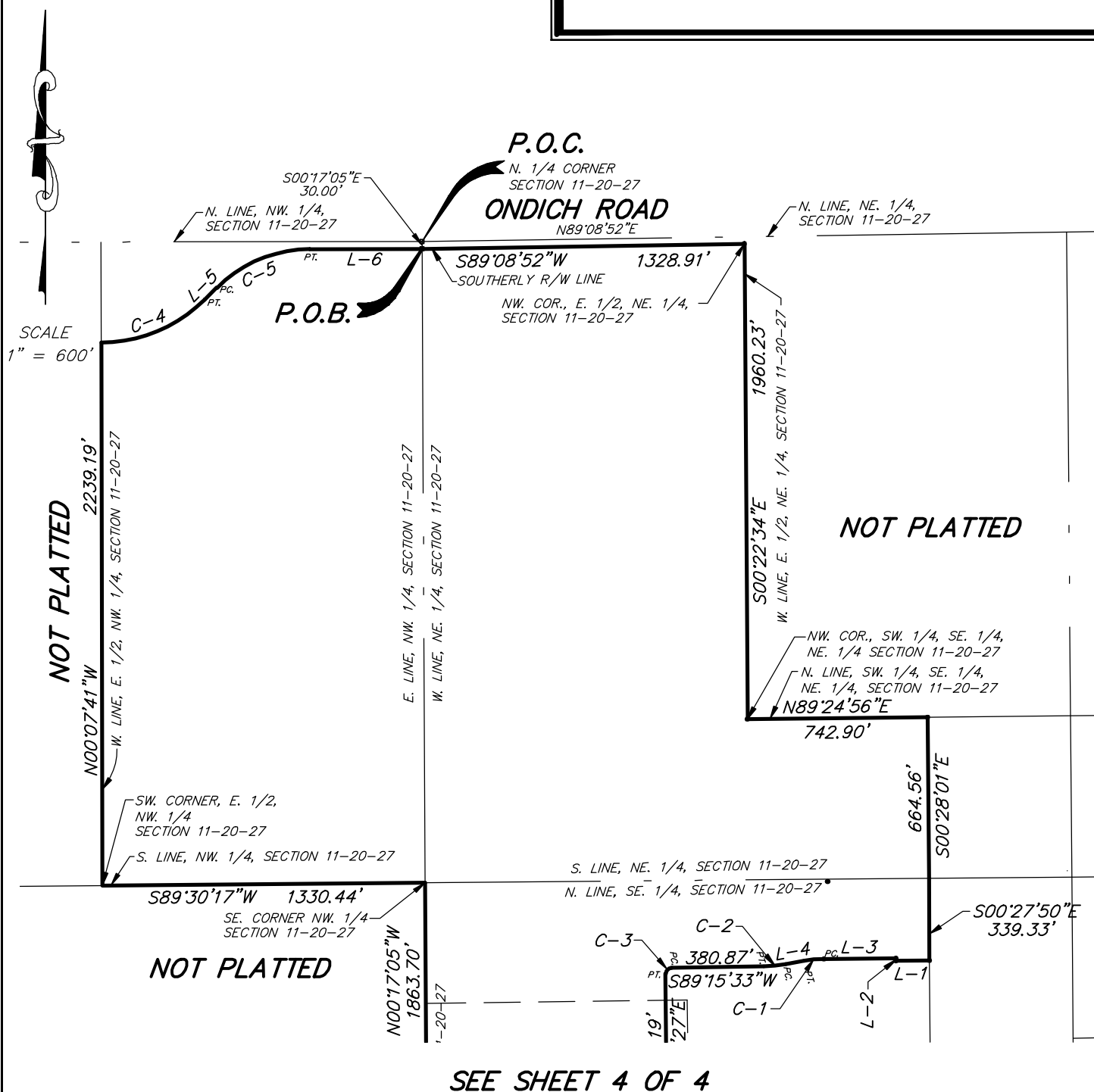
DATE: JULY 10, 2023

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 22-118

LEGAL DESCRIPTION
CROSSROADS KELLY PARK CDD



(THIS IS NOT A SURVEY)

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

SHEET 3 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.

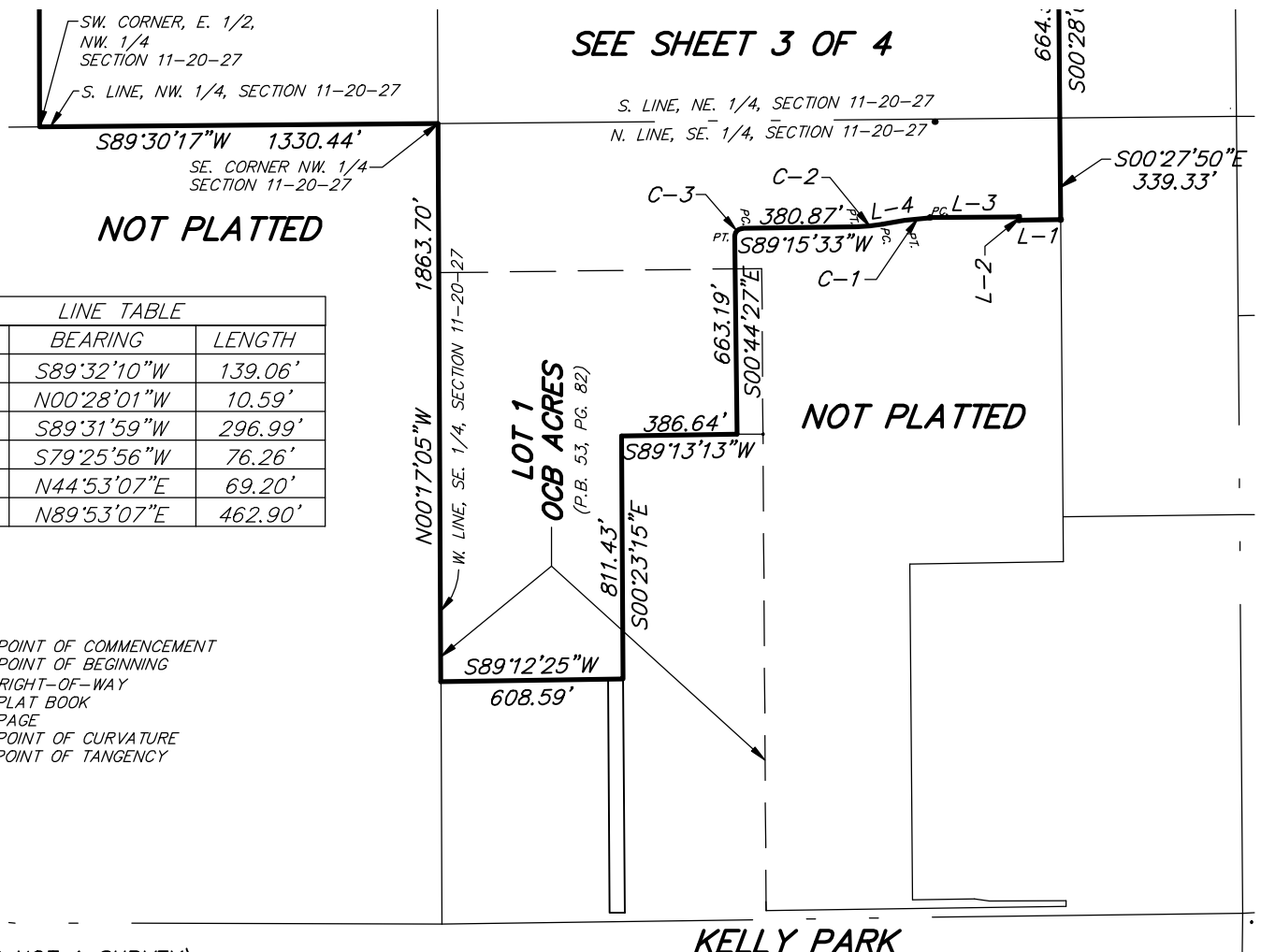
JOB #: 22-118

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

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

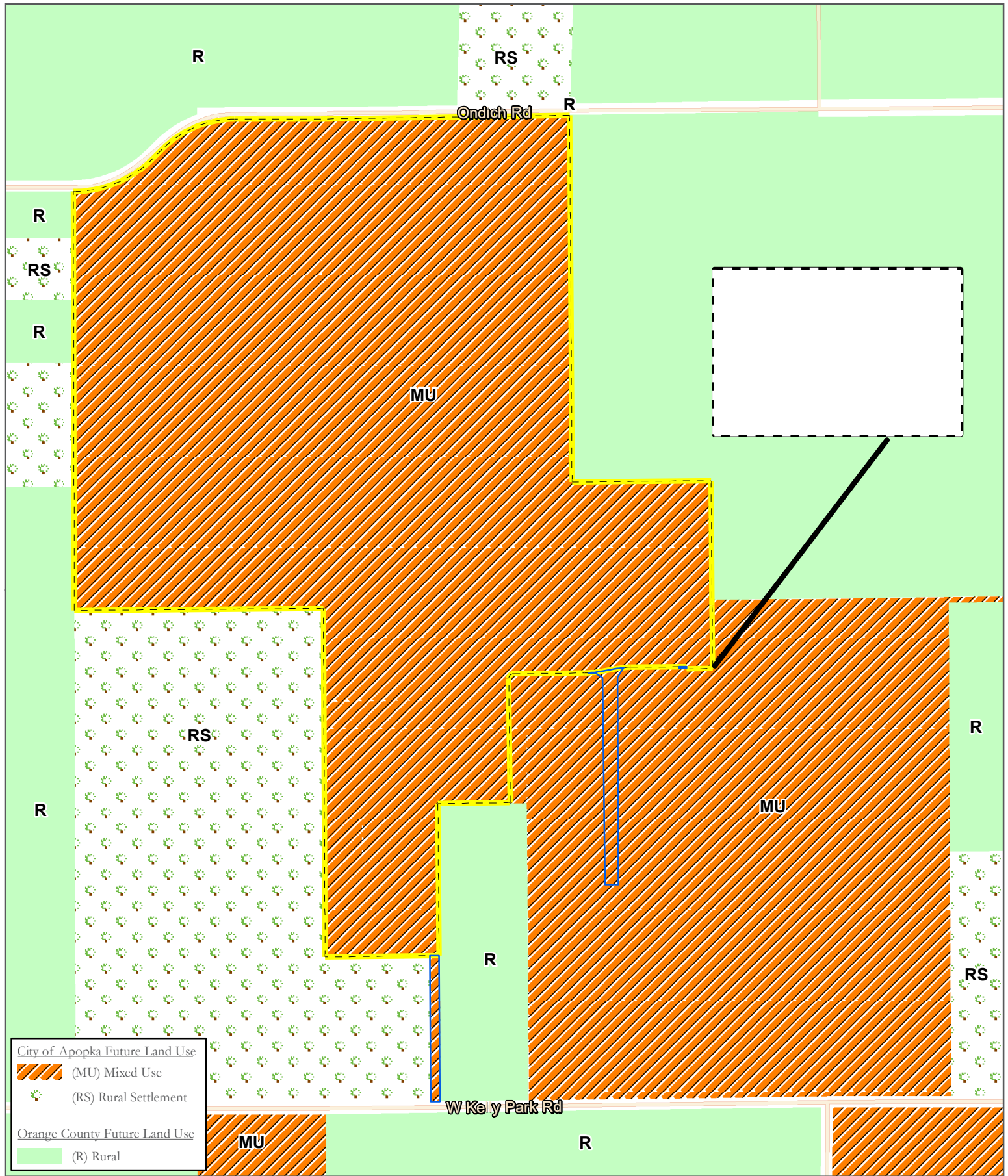
PREP BY: J.L.M.

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

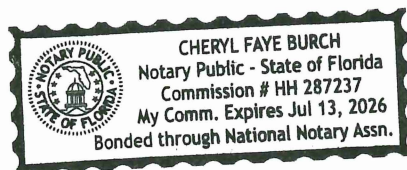
Crystal Garcia
Name: Crystal Garcia

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)

ORDINANCE NO. 2924

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, GRANTING THE PETITION OF G & B DEVELOPMENT SERVICES, LLC, ESTABLISHING AND NAMING THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; DESCRIBING THE EXTERNAL BOUNDARIES, THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development;

WHEREAS, G & B Development, LLC ("Petitioner"), petitioned the City Council of the City of Apopka, Florida ("City") to enact an ordinance establishing the Kelly Park Community Development District ("District") pursuant to Chapter 190, Florida Statutes, over the real property described in Exhibit 2 of the Petition to Establish a Community Development District, attached hereto and incorporated herein as Exhibit A;

WHEREAS, Petitioner currently owns all of the property located within the boundaries of the proposed District and has provided written consent to the establishment of the District as the entity owning one hundred (100%) percent of the real property to be included in the District;

WHEREAS, public hearings have been conducted by the City on April 6, 2022 and May 4, 2022, in accordance with the requirements and procedures of Section 190.005(2)(b), Florida Statutes, and the applicable requirements of the City's Charter and Code of Ordinances; all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing;

WHEREAS, upon consideration of the record established at that hearing, the City Council determined that the statements within the Petition were true and correct, that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the City's comprehensive plan, that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community, that the District is the best alternative available for delivering community development services and facilities to the area served by the District, that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and that the area to be served by the District is amenable to separate special-district governance; and

WHEREAS, the establishment of the District will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described, thereby providing a solution to the City's planning, management, and financing needs for delivery of capital infrastructure therein without overburdening the city and its taxpayers.

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

1
2 **SECTION I. AUTHORITY.** This Ordinance is enacted in compliance with and pursuant to the
3 Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended from
4 time to time.

5
6 **SECTION II. FINDINGS.** The foregoing recitals and findings are true and correct and are
7 incorporated herein, adopted, and made a part hereof.

8
9 **SECTION III. GRANT OF PETITION.** The Petition, which was filed with the Community
10 Development Department of the City on February 16, 2022, and a copy of which is attached hereto as
11 Exhibit A and incorporated herein, is hereby granted.

12
13 **SECTION IV. DISTRICT NAME.** There is hereby created a community development district
14 situated within the incorporated boundaries of the City of Apopka, Florida named “Kelly Park Community
15 Development District.”

16
17 **SECTION V. EXTERNAL BOUNDARIES OF THE DISTRICT.** The external boundaries of the
18 District are described in Exhibit 2 of the Petition, attached hereto and incorporated herein as Exhibit A.
19 The District, overall, contains 213.409 acres, more or less.

20
21 **SECTION VI. FUNCTIONS AND POWERS.** The powers and functions of the District are
22 described in Sections 190.011, 190.012(1), 190.012(2)(a), 190.012(2)(d), 190.012(2)(f), and 190.012(3),
23 Florida Statutes.

24
25 **SECTION VII. BOARD OF SUPERVISORS.** The five persons designed to serve as initial
26 members of the District’s Board of Supervisors are as follows:

<u>Name</u>	<u>Address</u>
Seth Bennett	13639 Tortona Lane, Apt. 2323 Windermere, Florida 34786
Quint Noordstar	735 Arlington Avenue, Suite 211 Saint Petersburg, Florida 33701
Taryn Galvin	121 Snell Isle Boulevard, Northeast Saint Petersburg, Florida 33704
Lou Avelli	10192 Dowden Road Orlando, Florida 32832
Dan Edwards	8529 Southpark Circle, Suite 130 Orlando, Florida 32819

27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45 All of the above-listed persons are residents of the State of Florida and citizens of the United States
46 of America.

47
48 **SECTION VIII. OBLIGATIONS OF THE DISTRICT.** No bond, debt, or other obligation of the
49 District, nor any default thereon, shall constitute a debt or obligation or burden of the City.

50
51 **SECTION IX. SEVERABILITY.** Should any word, phrase, sentence, subsection or section be held

1 by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word,
2 phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases,
3 sentences, subsections, or sections shall remain in full force and effect.
4

5 **SECTION X. CONFLICTING ORDINANCES.** All ordinances or part thereof, in conflict
6 herewith are, to the extent of such conflict, repealed.
7

8 **SECTION XI: EFFECTIVE DATE.** That this ordinance and the rules, regulations, provisions,
9 requirements, orders and matters established and adopted hereby shall take effect and be in full force and
10 effect immediately upon its passage and adoption.
11

12 **PASSED UPON** at the first reading of the City Council, this 6th day of April, 2022.
13

14 **PASSED UPON** at the second and final reading of the City Council, this 18th day of May, 2022.
15

16
17
18
19
20 **ATTEST:**

21 
22
23
24 SUSAN M. BONE
25 City Clerk
26

27
28 
29 BRYAN NELSON
30 Mayor
31

32 **APPROVED** as to legal sufficiency and form:
33

34 
35
36 MICHAEL A. RODRÍGUEZ
37 City Attorney
38

39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
DULY ADVERTISED FOR PUBLIC HEARING: April 6, April 13, April 20, and April 27, 2022 as per
Section 190.005, F.S.

PETITION TO ESTABLISH KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Submitted by:

Jere Earlywine
Florida Bar No.155527
jere@kelawgroup.com
KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
(850) 528-6152 (telephone)

BEFORE THE CITY COUNCIL FOR THE CITY OF APOPKA, FLORIDA
PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, G & B Development Services, LLC ("Petitioner"), hereby petitions, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (2021), to establish a Community Development District ("District") with respect to the land described herein.

Background Statement

By way of background, the Petitioners seek to establish a community development district in connection with the development of The Kelly Park project, which is a project planned for an approximately 213.409 +/- acre parcel of land located south of Ondich Road, east of Round Lake Road, north of West Kelly Park Road, and west of Effie Drive. A location map is shown in the attached draft petition. The development is planned for up to 675 residential dwelling units. Consistent with the Florida Legislature's intent expressed in Section 190.002, *Florida Statutes*, the District would be the most timely, efficient, effective, responsive and economic way to deliver basic community development services for the development without overburdening other governments and taxpayers.

The future District would have numerous benefits to the City and District landowners:

- The District will assist with the financing for a portion of the \$38,775,126.48 in public infrastructure that is necessary for the development of the property. The use of the District will result in a higher quality development.
- The District will be constructing a trail system that runs along the main spine/loop road and connects Kelly Park Road to Ondich Road. Ultimately, it will connect to Effie Drive in the future development. The trail system will be similar to that of Baldwin Park. The total proposed trail system is approximately 2 miles, with the potential for future expansion, and will have benches, shade trees, lighting, etc. The District will also have 32 acres of preserve comprised of open space and stormwater areas with approximately a 0.84 mile walking trail through it.
- The District will provide enhanced landscaping along the spine road and around the loop round along the trail. Petitioners have budgeted \$675,000 for enhancing the landscape and \$500,000 for entry monuments for the entrances.
- The District will provide roughly 1.75 mile main spine and loop road connecting Kelly Park Road to Ondich Road, serving the community. The District will provide amenity improvements throughout the community including a clubhouse, large pool, splash pad, fitness center, event lawn, dog park and walking areas with benches and enhanced landscape/planting beds.
- The District will also provide enhanced entry monumentation improvements that will include a water feature.
- The District will construct the intersection improvements which include turn lanes on both Ondich Road and West Kelly Park Road and future signalization, if

required, at the West Kelly Park Road intersection.

- Because the District will fund the infrastructure, the project will not overburden the City, County of other taxpayers, and instead will allow growth to pay for itself.
- The District's bond issuances will result in construction dollars being held in a qualified, trustee bank, where the proceeds can only be accessed through a strict requisition process. As such, there will be monies on hand to develop the project, and in the unlikely event of an economic downturn and default, such monies may be used to continue construction, pay foreclosure fees, and/or maintain the property until it can be placed back into productive use.
- As compared to a traditional property owner's association or homeowner's association, the District is a superior long-term maintenance entity, and the District:
 - Will save landowners money, both when the project is first built as well as when the infrastructure is later refurbished or replaced after years of use;
 - Will be a more accountable and transparent entity, due to the fact that the District is subject to Florida's sunshine Laws and Public Records laws, and due to the District's numerous disclosure and reporting requirements;
 - Will enjoy sovereign immunity protection against frivolous lawsuits'
 - Will have a more stable revenue stream, due to its ability to collect assessments on the tax roll;
 - Will have a relatively faster turnover to control by end-users due to its statutorily-required time-frames for elections;
 - Is more likely to have access to FEMA and other emergency funding;
 - Will serve as a superior long-term maintenance entity, resulting in higher, and more stable, property values.
- As stated in Chapter 190, Florida Statutes, no debt or obligation of the District will be a burden on the City, or any other local general-purpose government.

Petition Elements

Not only will the District provide numerous benefits for the City and District landowners, but also this Petition includes all of the information necessary for the City Council to determine that the statutory requirements for establishment have been met under Chapter 190 of the Florida Statutes. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Apopka, Florida, and covers approximately 213.409 acres of land, more or less. **Exhibit 1** depicts the general location of the project. The site is generally located south of Ondich Road, east of Round Lake Road, north of West Kelly Park Road, and west of Effie Drive. The metes and bounds description of the external boundary of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. Landowner Consents. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, Florida Statutes (2021). Consent to the establishment of a community development district is contained in **Exhibit 3**.

4. Initial Board Members. The five (5) persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Seth Bennett
13639 Tortona Lane, Apt. 2323
Windermere, FL 34786

Quint Noordstar
735 Arlington Ave., Suite 211
St. Petersburg, FL 33701

Taryn Galvin
121 Snell Isle Blvd. NE
St. Petersburg, FL 33704

Lou Aveli
10192 Dowden Road
Orlando, FL 32832

Dan Edwards
8529 Southpark Circle, Suite 130
Orlando, FL 32819

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is the Kelly Park Community Development District.

6. Major Water and Wastewater Facilities. The existing major trunk water mains and wastewater interceptors within the proposed lands to be included within the District, if any, are reflected in **Exhibit 4**.

7. District Facilities and Services. **Exhibit 5** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and install. The estimated costs of construction are also shown in **Exhibit 5**. At present, these improvements are estimated to be made, acquired, constructed and installed in two phases from 2022 to 2023. 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. **Exhibit 5** also lists the entities anticipated to be responsible for the ownership, operation and maintenance of the facilities that the Petitioner expects the District to fund and/or construct.

8. Existing and Future Land Uses. The existing land use is agricultural. The future general distribution, location and extent of the public and private land uses within and adjacent to the proposed District by land use plan element are shown in **Exhibit 6**. These proposed land uses are consistent with the City of Apopka Comprehensive Plan.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes (2021). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The Petitioner is authorized to do business in Florida. **Exhibit 8** identifies the authorized agent for the Petitioner. Copies of all correspondence and official notices should also be sent to:

Jere Earlywine
jere@kelawgroup.com
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314
(850) 528-6152 (telephone)

11. Future Boundary Amendments. Pursuant to Section 190.046(1)(h), Florida Statutes, the Petitioner is identifying the parcels described in **Exhibit 9** and below as parcels that will be included in the District's boundaries through one or more future boundary amendments:

<u>Parcel Identification Number</u>	<u>Owner</u>	<u>Acreage</u>	<u>Current Zoning</u>
11-20-27-0000-00-037	Nathan Stark Cindy Stark	20.44	Agricultural/Grazing
12-20-27-0000-00-001	PM S-1 Reo, LLC	18.83	Agricultural/Grazing
27-20-12-0000-00-048	PM S-1 Reo, LLC	7.34	Manufactured Homes
12-20-27-0000-00-046	PM S-1 Reo, LLC	7.22	Vacant Residential

At least 14 days prior to the hearing required under Section 190.005(2)(b), the Petitioner will give the current owner notice of filing the petition to establish the district, the date and time of the public hearing on the petition, and the name and address of the petitioner. The boundary amendment parcels will not be added into the District's boundaries without the landowner's consent.

12. This petition to establish the Kelly Park Community Development District should be granted for the following reasons:

- a. Establishment of the proposed District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City of Apopka Comprehensive Plan.
- b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.
- c. The establishment of the proposed District will prevent the general body of taxpayers in the City of Apopka and Orange County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the proposed development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.
- d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District's services and facilities.
- e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests that the City Council for the City of Apopka, Florida to:

- a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;
- b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;
- c. consent to the District exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol

- cars, both as authorized and described by Section 190.012(2), Florida Statutes; and
- d. grant such other relief as may be necessary or appropriate.

RESPECTFULLY SUBMITTED, this 16th day of February, 2022.

KE LAW GROUP, PLLC



Jere Earlywine

Florida Bar No.155527

jere@kelawgroup.com

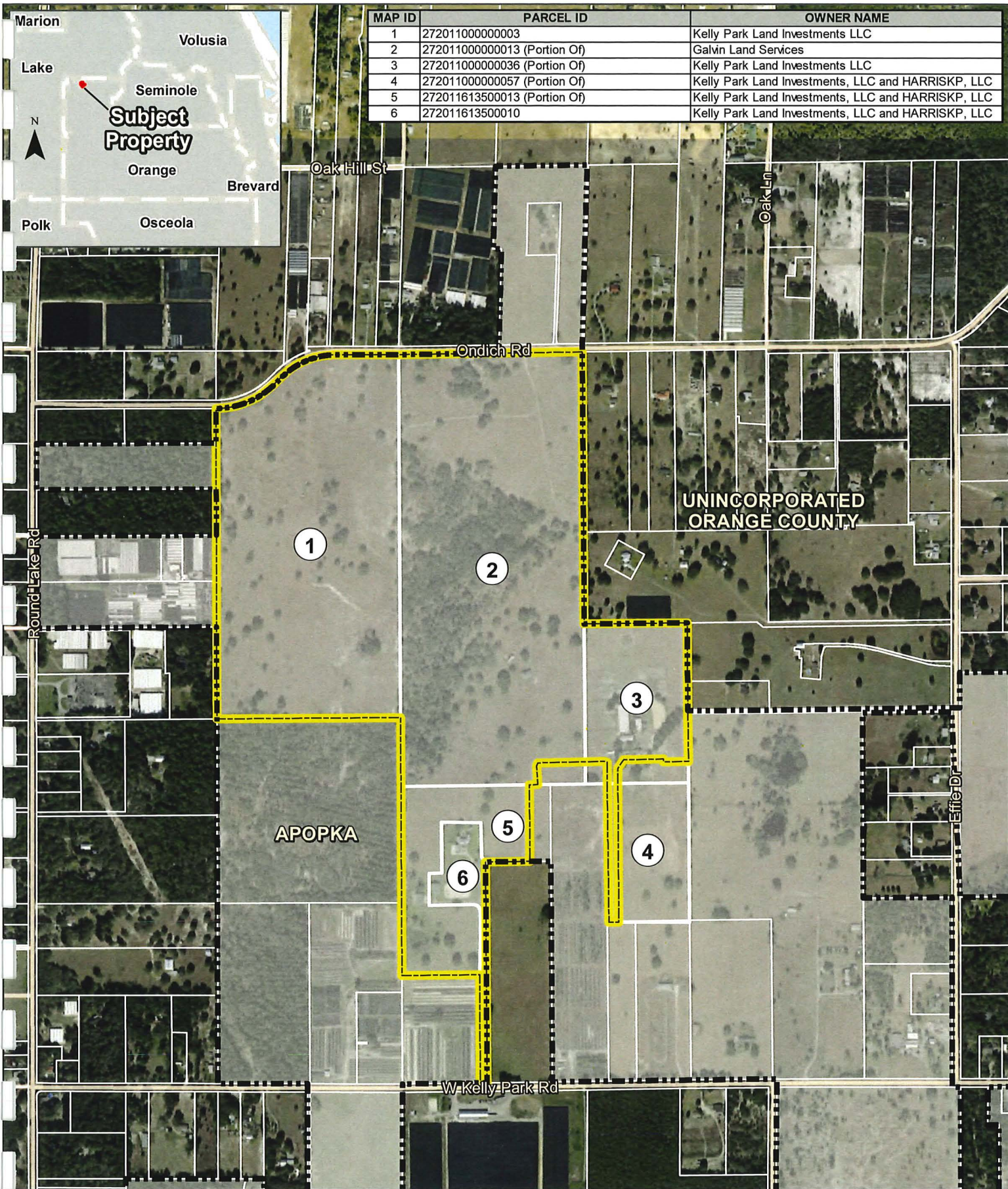
KE LAW GROUP, PLLC

P.O. Box 6386

Tallahassee, Florida 32314

(850) 528-6152 (telephone)

EXHIBIT 1



Map Source: Esri, Orange County

 Subject Property
 Municipal Boundary

3/31/2022
 & B Job No.: 21-027

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

POULOS & BENNETT

www.poulosandbennett.com
 Certificate of Authorization No. 28567

0 150 300 600 900 1,200
 FEET



Location Map
KELLY PARK PROPERTY

EXHIBIT 2

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

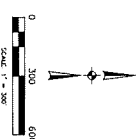
Commence at the Southwest corner of the Northwest 1/4 of Section 11, Township 20 South, Range 27 East, Orange County, Florida; thence run North 89°30'00" East along the South line of said Northwest 1/4 of Section 11, a distance of 1330.40 feet to the Southwest corner of the Southeast 1/4 of said Northwest 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.

FROM CONNELL WITH
7/4 11-20-77
FOUND 1" WITH
FBI

-

[illegible]

LINE	BEARING	DISTANCE
1	S 44° 32' 23" W	109.74
2	S 07° 22' 20" E	60.79
3	S 84° 12' 15" W	80.00
4	N 86° 13' 14" E	11.94
5	N 00° 42' 18" W	69.80
6	N 45° 32' 19" W	94.90
7	S 00° 45' 14" E	110.14

[illegible]

KELLY PARK CDE LEGAL

ATLANTIC SURVEYING
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437
LE#5040

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)



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

24.070 ACRES ±

N. LINE LOT 1
(P.B. 53, PG. 82) N89°15'33"E 930.37'

S89°13'13"W 327.64'

S00°44'27"E 553.23'

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

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

1591.78'

S00°23'15"E 500.23'15"E

780.35'

N00°23'15"W

P.O.B.

N89°12'25"E (C) 50.00'

N00°17'05"W 30.00'

NORTHERLY R/W LINE 560.00'

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

P.O.C.

S89°12'25"W 558.59'

N00°17'05"W 1365.46'

NOT PLATTED

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

This instrument was prepared by and
upon recording should be returned to:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**Consent and Joinder of Landowner
to the Establishment of a Community Development District**

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that this consent shall be deemed to run with the Property and be binding upon the owner and its successors and assigns as to the Property or portions thereof.

The undersigned hereby represents and warrants 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.

[SIGNATURE PAGE TO FOLLOW]

Executed this 24 day of September, 2021.

Witnessed:

GALVIN LAND SERVICES, LLC

Print Name: Christopher S. Furlong

BY: Mike Galvin

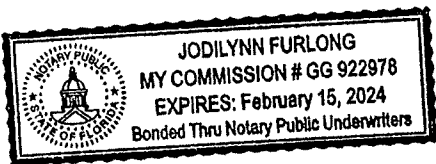
ITS: MANAGER

Print Name: Jodilynn Furlong

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of Sept, 2021, by Mike Galvin as the manager of Galvin Land Services, LLC, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF _____

Name: _____

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

Exhibit A: Legal Description

EXHIBIT A

A portion of the West half of the East half of Section 11, Township 20 South, Range 27 East, lying in Orange County, Florida, being more particularly described as follows:

Commence at the North quarter corner of said Section 11, being a 6"x6" concrete monument; thence go South 00°12'00" East along the Westerly line of said West half of the East half of said Section 11 a distance of 30.00 feet to a round concrete monument bearing the license number 1916 and being the point of beginning; thence North 89°11'16" East along the Southerly right-of-way line of Ondich Road, a 60 foot right-of-way a distance of 1328.54 feet, thence South 00°18'17" East along the Easterly line of the aforementioned West half of the East half of said Section 11 a distance of 2626.42 feet to an iron rod monument with license 3763 said rod being on the Southerly line of the Northeast quarter of said Section 11; thence South 00°24'28" East a distance of 490.38 feet to a concrete monument; thence South 89°19'44" West a distance of 1333.50 feet to a concrete monument with license 3763 said monument being on the aforementioned Westerly line of the West half of the East half of said Section 11; thence North 00°12'32" West a distance of 496.88 feet to a 4"x4" concrete monument said point being on the South line of the Northeast quarter of said Section 11; thence North 00°12'00" West along the Westerly line of said West half of the East half of said Section 11 a distance of 2617.03 feet to the point of beginning.

This instrument was prepared by and
upon recording should be returned to:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**Consent and Joinder of Landowner
to the Establishment of a Community Development District**

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that this consent shall be deemed to run with the Property and be binding upon the owner and its successors and assigns as to the Property or portions thereof.

The undersigned hereby represents and warrants 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.

[SIGNATURE PAGE TO FOLLOW]

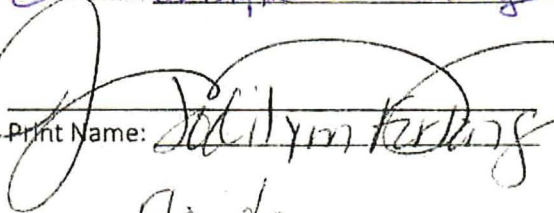
Executed this 28 day of September 2021.

Witnessed:

KELLY PARK LAND INVESTMENTS, LLC, a
Florida limited liability company


Print Name: Christopher S. Furlong

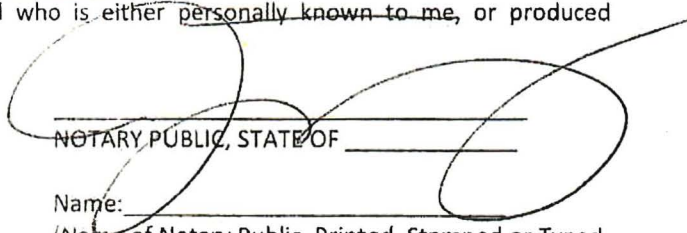

BY: Mike GALVIN
ITS: MANAGER


Print Name: Jodylynn Furlong

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of Sept 2021, by Mike Galvin who is the manager of Kelly Park Land Investments, LLC, a Florida limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.




NOTARY PUBLIC, STATE OF _____

Name: _____

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

Exhibit A: Legal Description

EXHIBIT A

PARCEL 1:

That part of the Northeast Quarter of the Northwest Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida, lying South and East of Ondich Road.

AND

The Southeast Quarter of the Northwest Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida.

PARCEL 2:

From the East 1/4 corner of Section 11, Township 20 South, Range 27 East, Orange County, Florida, run thence South 00°22'00" East, 150.00 feet along the East line of the Southeast Quarter of said Section 11, thence South 89°36'26" West, 589.09 feet parallel to the North line of the Southeast Quarter for a point of beginning; run thence South 00°22'00" East, 338.52 feet to a point 2174.38 feet North of the South line of said Southeast Quarter; thence South 89°18'07" West, 744.89 feet parallel to the South line of said Southeast Quarter to the West line of the East Half of said Southeast Quarter; run thence North 00°06'47" West, 492.48 feet to the Northwest corner of said East Half of the Southeast Quarter; run thence North 00°16'44" West, 663.59 feet, more or less to the Southwest corner of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter of said Section 11, thence East along the South line of the North Half of the Southeast Quarter of the Northeast Quarter of Section 11 to a point 589.09 feet West of the Southeast corner thereof; run thence South to the point of beginning.

AND

The North 15 feet of the South 30 feet of the East 589.09 feet of the Southeast Quarter of the Northeast Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida.

AND

The North 15 feet of the South 30 feet of the South Half of the Southwest Quarter of the Northwest Quarter of Section 12, Township 20 South, Range 27 East, Orange County, Florida (less the Easterly 30 feet thereof for Effie Road).

This instrument was prepared by and
upon recording should be returned to:

KE LAW GROUP, PLLC
PO Box 6386
Tallahassee, Florida 32314

**Consent and Joinder of Landowner
to the Establishment of a Community Development District
[Proposed Kelly Park Community Development District]**

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that this consent shall be deemed to run with the Property and be binding upon the owner and its successors and assigns as to the Property or portions thereof.

The undersigned hereby represents and warrants 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.

[SIGNATURE PAGE TO FOLLOW]

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[Proposed _____ Community Development District]

Executed this 2nd day of February, 2022.

Witnessed:

KELLY PARK LAND INVESTMENTS, LLC
LANDOWNER

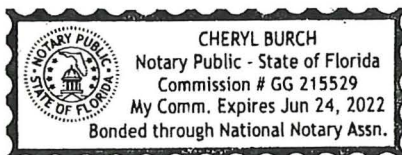
Seth Bennett
Print Name: Seth Bennett

Mike Galvin
BY: Mike Galvin
ITS: MANAGER

Lane Bennett
Print Name: Lane Bennett

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 2nd day of February, 2022, by Mike Galvin, 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

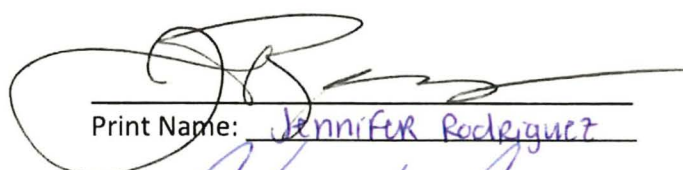
Name: Cheryl Burch
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

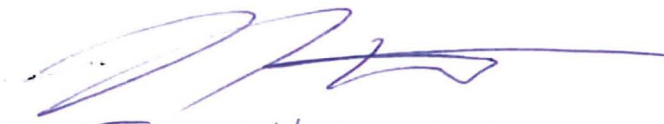
[CONTINUED ON FOLLOWING PAGE]

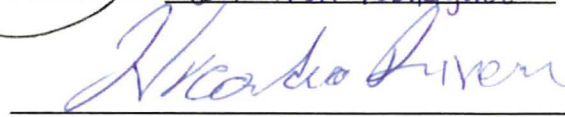
Consent and Joinder of Landowner
to the Establishment of a Community Development District
[Proposed _____ Community Development District]

Witnessed:

HARRIS KP, LLC
LANDOWNER

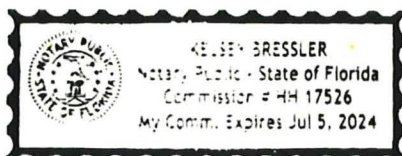

Print Name: Jennifer Rodriguez


BY: Thomas Harris
ITS: Manager


Print Name: Nicolas Rincon

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 7th day of Feb, 2022, by Thomas Harris, who appeared before
me this day in person, and who is either personally known to me, or produced
DL as identification.




NOTARY PUBLIC, STATE OF FL

Name: Kelsey Bressler
(Name of Notary Public, Printed, Stamped or Typed
as Commissioned)

Exhibit A: Legal Description

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[Proposed _____ Community Development District]

Exhibit A:
Legal Description

A parcel of land in the Southeast 1/4 of Section 11, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 11; thence go N 00 degrees 12'53" W, along the west line of the Southeast 1/4 of said Section 11, a distance of 30.00 feet to the Northerly right of way line of Kelly Park Road (60' wide county maintained right of way); thence go N 89 degrees 16'55" E, along the said Northerly right of way line a distance of 560.00 feet to the Point of Beginning of the herein described parcel; thence go N 00 degrees 18'45" W, a distance of 780.35 feet; thence S 89 degrees 16'55" W, a distance of 558.67 feet to the West line of the Southeast 1/4 of said Section 11; thence N 00 degrees 12'53" W, along the West line of the Southeast 1/4 of said Section 11 a distance of 1365.45 feet; thence N 89 degrees 19'44" E, a distance of 1078.81 feet; thence S 00 degrees 18'45" E, a distance of 553.14 feet; thence S 89 degrees 16'55" W, a distance of 472.47 feet; thence S 00 degrees 18'45" E, a distance of 1591.77 feet to the aforesaid Northerly right of way line of Kelly Park Road; thence S 89 degrees 16'55" W, along said right of way line a distance of 50.00 feet to the Point of Beginning.

Tax Parcel ID Nos. 11-20-27-6135-00-010 and 11-20-27-6135-00-013

AND

PARCEL 1:

The North 993.38 feet of:

Go to a point 589.09 feet West of the Southeast corner of the Southeast Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida for a Point of Beginning. Then proceed North 2174.38 feet, thence West 1000 feet, thence South 2174.38 feet to Section line, thence East 1000 feet to Point of Beginning.

LESS the West 406.27 feet thereof; LESS the East 390.73 feet thereof; AND LESS Road Right-of-Way on South.

PARCEL 2:

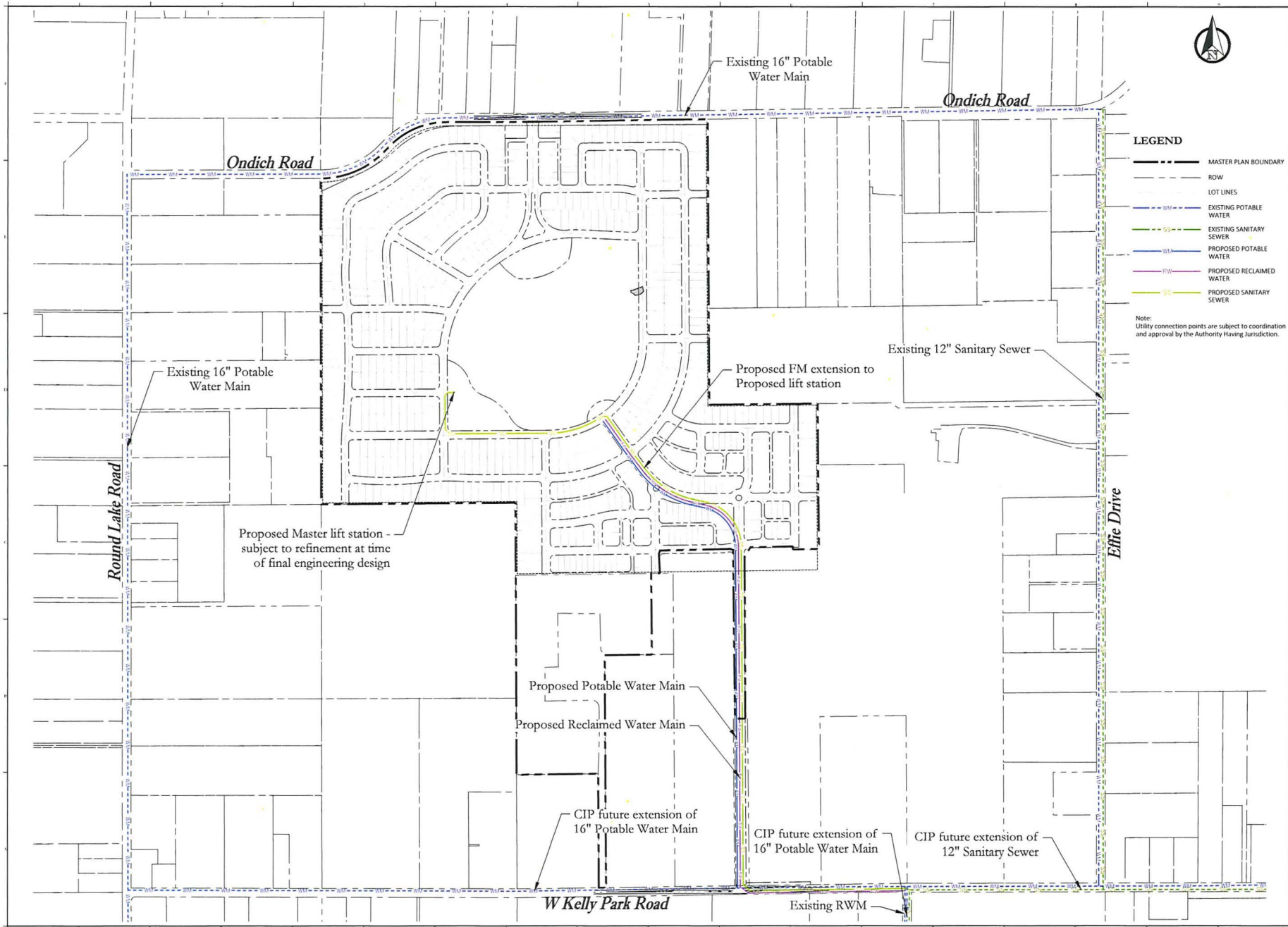
The North 993.38 feet of:

Go to a point 589.09 feet West of the Southeast corner of the Southeast Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida for a Point of Beginning. Then proceed North 2174.38 feet, thence West 1000 feet, thence South 2174.38 feet to Section line, thence East 1000 feet to Point of Beginning.

LESS the West 609.27 feet thereof; AND LESS Road Right-of-Way on South.

Tax Parcel ID No. 11-20-27-0000-00-070

EXHIBIT 4



LEGEND

- MASTER PLAN BOUNDARY
- - - ROW
- - - LOT LINES
- WM --- EXISTING POTABLE WATER
- SS --- EXISTING SANITARY SEWER
- WM --- PROPOSED POTABLE WATER
- RW --- PROPOSED RECLAIMED WATER
- SS --- PROPOSED SANITARY SEWER

Note:
Utility connection points are subject to coordination and approval by the Authority Having Jurisdiction.

Consultant:

07	01/21/22	Submit to City of Apopka
08	01/21/22	Submit to City of Apopka
09	01/21/22	Submit to City of Apopka
10	01/21/22	Submit to City of Apopka
11	01/21/22	Submit to City of Apopka
12	01/21/22	Submit to City of Apopka
13	01/21/22	Submit to City of Apopka
14	01/21/22	Submit to City of Apopka
15	01/21/22	Submit to City of Apopka
16	01/21/22	Submit to City of Apopka
17	01/21/22	Submit to City of Apopka
18	01/21/22	Submit to City of Apopka
19	01/21/22	Submit to City of Apopka
20	01/21/22	Submit to City of Apopka
21	01/21/22	Submit to City of Apopka
22	01/21/22	Submit to City of Apopka
23	01/21/22	Submit to City of Apopka
24	01/21/22	Submit to City of Apopka
25	01/21/22	Submit to City of Apopka
26	01/21/22	Submit to City of Apopka
27	01/21/22	Submit to City of Apopka
28	01/21/22	Submit to City of Apopka
29	01/21/22	Submit to City of Apopka
30	01/21/22	Submit to City of Apopka
31	01/21/22	Submit to City of Apopka
32	01/21/22	Submit to City of Apopka
33	01/21/22	Submit to City of Apopka
34	01/21/22	Submit to City of Apopka
35	01/21/22	Submit to City of Apopka
36	01/21/22	Submit to City of Apopka
37	01/21/22	Submit to City of Apopka
38	01/21/22	Submit to City of Apopka
39	01/21/22	Submit to City of Apopka
40	01/21/22	Submit to City of Apopka
41	01/21/22	Submit to City of Apopka
42	01/21/22	Submit to City of Apopka
43	01/21/22	Submit to City of Apopka
44	01/21/22	Submit to City of Apopka
45	01/21/22	Submit to City of Apopka
46	01/21/22	Submit to City of Apopka
47	01/21/22	Submit to City of Apopka
48	01/21/22	Submit to City of Apopka
49	01/21/22	Submit to City of Apopka
50	01/21/22	Submit to City of Apopka
51	01/21/22	Submit to City of Apopka
52	01/21/22	Submit to City of Apopka
53	01/21/22	Submit to City of Apopka
54	01/21/22	Submit to City of Apopka
55	01/21/22	Submit to City of Apopka
56	01/21/22	Submit to City of Apopka
57	01/21/22	Submit to City of Apopka
58	01/21/22	Submit to City of Apopka
59	01/21/22	Submit to City of Apopka
60	01/21/22	Submit to City of Apopka
61	01/21/22	Submit to City of Apopka
62	01/21/22	Submit to City of Apopka
63	01/21/22	Submit to City of Apopka
64	01/21/22	Submit to City of Apopka
65	01/21/22	Submit to City of Apopka
66	01/21/22	Submit to City of Apopka
67	01/21/22	Submit to City of Apopka
68	01/21/22	Submit to City of Apopka
69	01/21/22	Submit to City of Apopka
70	01/21/22	Submit to City of Apopka
71	01/21/22	Submit to City of Apopka
72	01/21/22	Submit to City of Apopka
73	01/21/22	Submit to City of Apopka
74	01/21/22	Submit to City of Apopka
75	01/21/22	Submit to City of Apopka
76	01/21/22	Submit to City of Apopka
77	01/21/22	Submit to City of Apopka
78	01/21/22	Submit to City of Apopka
79	01/21/22	Submit to City of Apopka
80	01/21/22	Submit to City of Apopka
81	01/21/22	Submit to City of Apopka
82	01/21/22	Submit to City of Apopka
83	01/21/22	Submit to City of Apopka
84	01/21/22	Submit to City of Apopka
85	01/21/22	Submit to City of Apopka
86	01/21/22	Submit to City of Apopka
87	01/21/22	Submit to City of Apopka
88	01/21/22	Submit to City of Apopka
89	01/21/22	Submit to City of Apopka
90	01/21/22	Submit to City of Apopka
91	01/21/22	Submit to City of Apopka
92	01/21/22	Submit to City of Apopka
93	01/21/22	Submit to City of Apopka
94	01/21/22	Submit to City of Apopka
95	01/21/22	Submit to City of Apopka
96	01/21/22	Submit to City of Apopka
97	01/21/22	Submit to City of Apopka
98	01/21/22	Submit to City of Apopka
99	01/21/22	Submit to City of Apopka
100	01/21/22	Submit to City of Apopka

Kelly Park Property Master Plan

Submittal To:
City of Apopka, FL

Sheet Title:
Utility Plan

Sheet No.:
C7.00



Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel: 407.487.2591 www.poulosandbennett.com
Eng. Reg. No. 28567

EXHIBIT 5

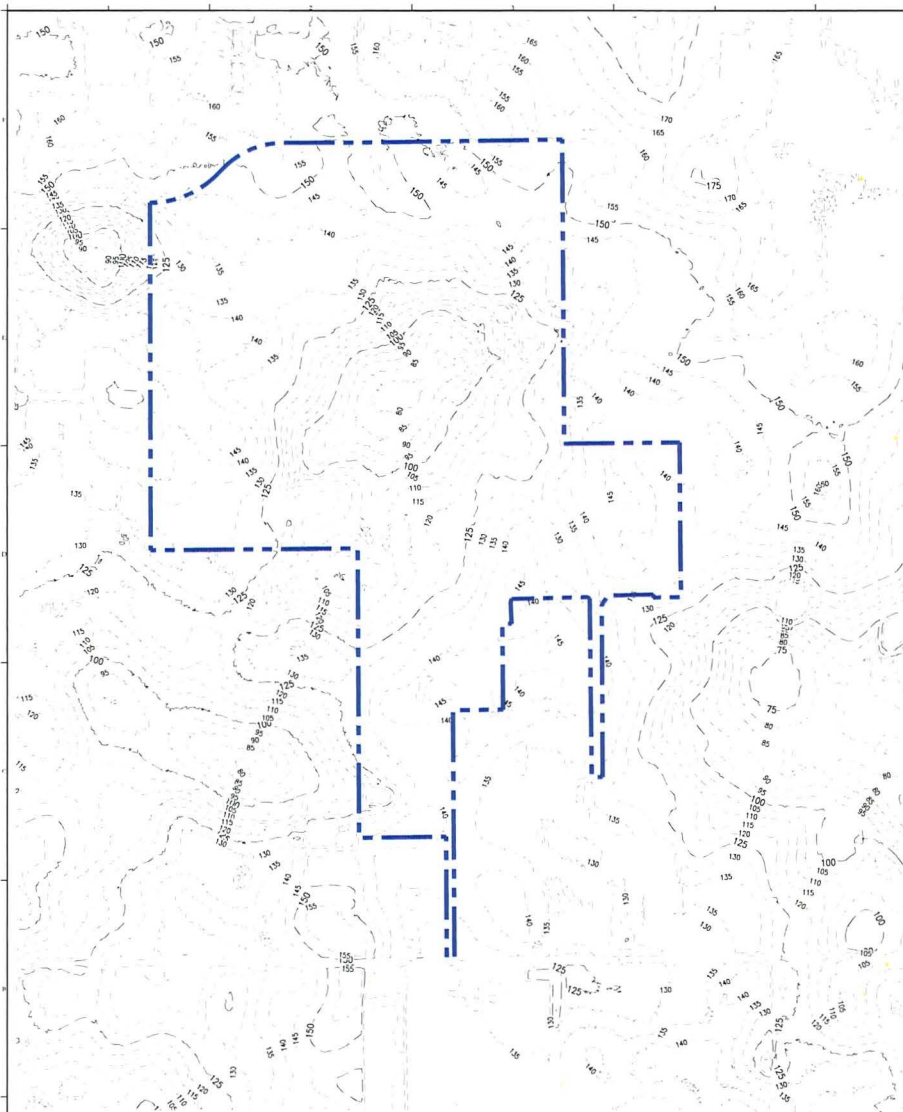
KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Proposed Facilities & Estimated Costs

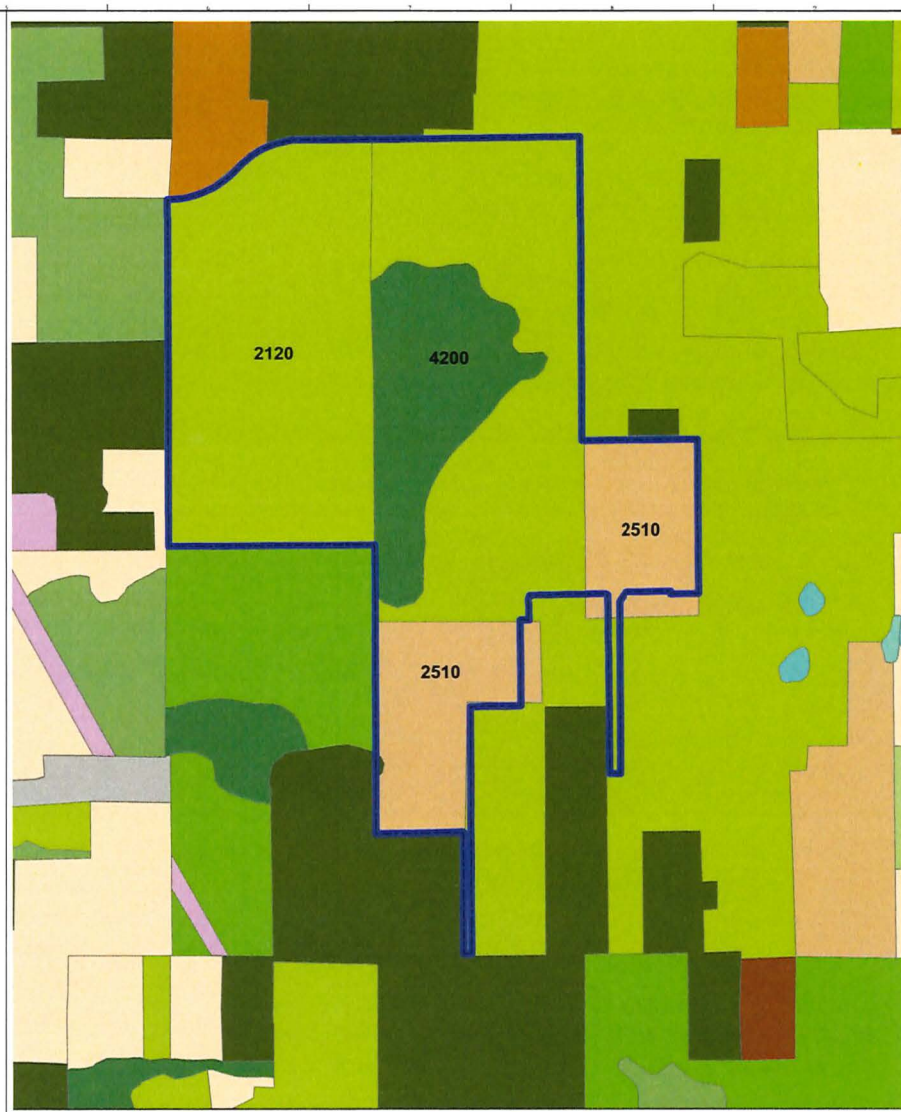
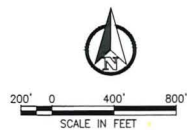
Infrastructure Costs	Total Cost	Construction Entity	Final Owner	Maintenance Entity
Offsite Utility Extensions (Potable Water, Reclaim Water and Forcemain) extension from Golden Gem	\$275,000.00	CDD	City	City
Master Earthwork related to roads/public improvements	\$1,305,000.00	CDD	CDD/City	CDD/City
Intersection 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 6

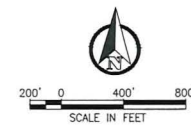


TOPOGRAPHY MAP (1"=400')
TOPOGRAPHY SOURCE: USGS Topo Quad



FLUCCS Classification	
FLUCCS #	FLUCCS Name
1180	Residential Rural
2110	Improved Pastures
2120	Unimproved Pastures
2510	Horse Farms
4200	Upland Hardwood Forests

Source: SPWMD 2011 - FLUCCS-DOT 1999



Consultant:

07/01/2022	Submitted to City of Apopka
06/01/2022	Submitted to City of Apopka
05/01/2022	Submitted to City of Apopka
04/12/2022	Submitted to City of Apopka
03/10/2022	Revised Second Submission to the City of Apopka
02/10/2022	Submitted to City of Apopka
01/07/2022	Submitted to City of Apopka

NO.	DATE	DESCRIPTION
SUBMISSIONS/REVISIONS		
VERTICAL DATUM:	NAVD 83	
JOB NO:	21-027	
DESIGNED BY:	DG	
DRAWN BY:	DG	
CHECKED BY:	KH	
APPROVED BY:	KH	
SCALE IN FEET:	AS SHOWN	

Project Name:
**Kelly Park Property
Master Plan**

Submitted To:
City of Apopka, FL
Sheet Title:
Existing Conditions

Sheet No.:
C1.00

DATE: January 31, 2022

POULOS & BENNETT

Poulos & Bennett, LLC
2042 E. Livingston St., Orlando, FL 32803
Tel: 407.447.2574 www.poulosandbennett.com
EPA Reg. No. 2952

EXHIBIT 7

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

February 10, 2022



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 establish the Kelly Park Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 213.409 +/- acres of land located within the City of Apopka, Florida (the "City") and is projected to contain approximately 675 residential dwelling units, which will make up the Kelly Park development. The limitations on the scope of this SERC are explicitly set forth 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, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

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 establishing 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 will be the direct result of facilities and services provided by the District to the landowners within the District. 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 purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 213.409 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the 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 District. The private developer of the land in the 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 in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the 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 establishment 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 District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the 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 establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The 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 establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also one of a many already existing similar districts in the City. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. 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 District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District 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.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

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 individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the City and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Apopka

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 213.409+/- 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, the proposed District and certain state agencies will also 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.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect 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 establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

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.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$38,775,126.48. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Offsite Utility Extensions (Potable Water, Reclaim Water and Forcemain) extension from Golden Gem	CDD	City	City
Master Earthwork related to roads/public improvements	CDD	CDD/City	CDD/City
Intersection Improvements			
Kelly Park Rd Signal	CDD	City	City
Kelly Park Rd turn lanes	CDD	City	City
Onich Rd turn lanes	CDD	City/County	City/County
6' Wall Along Ondich Road	CDD/ Developer	CDD/HOA	CDD/HOA
Enhanced Landscaping Along Ondich Road	CDD/ Developer	CDD/HOA	CDD/HOA
Enhanced Landscaping (Spine Rd)	CDD/ Developer	CDD/HOA	CDD/HOA
Onsite Lift Station	CDD	City	City
Entry Monuments	CDD/ Developer	CDD/HOA	CDD/HOA
Main Amenity	CDD/ Developer	CDD/HOA	CDD/HOA
Parks	CDD/ Developer	CDD/HOA	CDD/HOA
Onsite Roads (Spine Road and Neighborhood Roads)	CDD	CDD/City	CDD/City
Onsite Utilities	CDD	CDD/City	CDD/City

Table 2

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction**

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

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-

exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

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 proposed Kelly Park Community Development District 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 district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Kelly Park development. First, 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.

Second, 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, then the residents and landowners of the Kelly Park development would take their grievances and desires to the City Commission meetings.

Third, 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. 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 market. 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 and the CDD has the ability to enter into interlocal agreements with other units of government.

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 establish the Kelly Park Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the City after financing

EXHIBIT 8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of KE Law Group, PLLC to act as agent for Petitioner, G & B Development Services, LLC, with regard to any and all matters pertaining to the Petition to the City Council of the City of Apopka, Florida, to Establish 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.

Witnessed:

Print Name: Christopher S. Furlong

Print Name: Jodilyn Furlong

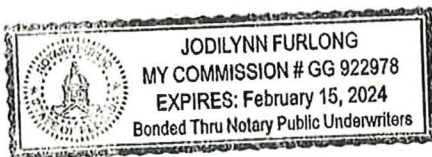
G & B DEVELOPMENT SERVICES, LLC
PETITIONER

By: Mike Galvin

Its: MANAGER

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of January, 2022, by Mike Galvin, as manager of G & B Development Services, LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.



Notary Public, State of Florida

EXHIBIT 9

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Future Expansion Parcels

3744 Ondich Rd 12-20-27-0000-00-046

Name(s): Pm S-1 Reo LLC	Physical Street Address: 3744 Ondich Rd	Property Use: 0001 - Vacant Residential
Mailing Address On File: 400 N Ashley Dr Ste 700 Tampa, FL 33602-4331	Postal City and Zip: Apopka, FL 32712	Municipality: Un-incorporated

From the Northwest corner of the Northwest 1/4 of Section 12, Township 20 South, Range 27 East, Orange County, Florida, run South 00 Degrees 00 Minutes 35 Seconds East along the West line of said Northwest 1/4 a distance of 60.00 feet to a point on the South right of way line of Ondich Road; thence run North 89 Degrees 46 Minutes 42 Seconds East along said right of way line 525.91 feet to the Point of Beginning; thence continue North 89 Degrees 46 Minutes 42 Seconds East along said right of way 495.91 feet to a point on the East line of the West 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 12, thence run South 00 Degrees 18 Minutes 05 Seconds West along said East line 635.13 feet; thence South 89 Degrees 44 Minutes 57 Seconds West 494.10 feet; thence North 00 Degrees 08 Minutes 45 Seconds East 635.37 feet to the Point of Beginning.

3800 Ondich Rd 12-20-27-0000-00-048

Name(s): Pm S-1 Reo LLC	Physical Street Address: 3800 Ondich Rd	Property Use: 0200 - Manufactured Home
Mailing Address On File: 3314 Jean Cir Tampa, FL 33629-5224 Incorrect Mailing Address?	Postal City and Zip: Apopka, FL 32712	Municipality: Un-incorporated

From the Northwest corner of the Northwest quarter of Section 12, Township 20 South, Range 27 East, Orange County, Florida, run South 00°00'25" East along the west line of said Northwest quarter, a distance of 60.00 feet to a point on the South right of way line of Ondich Road; thence run North 89°46'42" East along said right of way line 510.91 feet to the point of beginning; thence continue North 89°46'42" East along said right of way line 15.00 feet; thence run south 00°08'45" West 635.37 feet; thence North 89°44'57" East 494.19 feet to a point on the East line of the West three quarters of the Northwest quarter of the Northwest quarter of Section 12; thence run South 00°18'05" West along said East line 610.18 feet to the Northeast corner of the South 24.96 feet of the East 468.32 feet of aforesaid West three quarters of the Northwest quarter of the Northwest quarter of Section 12; thence run South 89°43'13" West 468.32 feet; thence run South 00°18'05" West 24.96 feet to a point on the South line of aforesaid Northwest quarter of the Northwest quarter of Section 12; thence run South 89°43'13" West along said line 39.14 feet; thence run North 00°08'45" East 1270.75 feet to the point of beginning.

[CONTINUED ON FOLLOWING PAGE]

5600 Effie Dr 11-20-27-0000-00-037

Name(s):

Stark Nathan
Stark Cindy

Physical Street Address:

5600 Effie Dr

Property Use:

6100 - Ag Grazing Im Pastur

Mailing Address On File:

5580 Effie Dr
Apopka, FL 32712-5114

Postal City and Zip:

Apopka, FL 32712

Municipality:

Un-incorporated

Parcel I. D. No. 11-20-27-0000-00-037

A parcel of land lying in Section 11, Township 20 South, Range 27 East, being more particularly described as follows:

Commence at the SE corner of the NE 1/4 of Section 11, Township 20 South, Range 27 East; thence along the East line of said NE 1/4 North 00 degrees 27 minutes 57 seconds West, for a distance of 629.57 feet; thence run South 89 degrees 27 minutes 21 seconds West, for a distance of 38.26 feet; thence run North 52 degrees 38 minutes 21 seconds West, for a distance of 56.97 feet to the POINT OF BEGINNING, said point being on the South line of Parcel 1, as described in O.R. Book 3168, Page 1277; thence along said South line South 89 degrees 27 minutes 21 seconds West, for a distance of 1248.73 feet to a point on the Westerly line of the North 1/2 of the SE 1/4 of the NE 1/4 of said Section 11; thence North 00 degrees 22 minutes 31 seconds West, along said West line for a distance of 663.44 feet to a point on the North line of Parcel 1 as described in O. R. Book 3168, Page 1277, thence along said North line North 89 degrees 19 minutes 23 seconds East, for a distance of 440.00 feet; thence leaving said line South 00 degrees 22 minutes 31 seconds East for a distance of 454.00 feet; thence run North 89 degrees 27 minutes 21 seconds East, for a distance of 210.00 feet; thence run South 00 degrees 22 minutes 31 seconds East for a distance of 190.46 feet; thence run North 89 degrees 27 minutes 21 seconds East, for distance of 616.96 feet ; thence run South 45 degrees 30 minutes 16 seconds East, for a

distance of 28.26 feet; thence run South 89 degrees 27 minutes 21 seconds West for a distance of 38.26 feet to the POINT OF BEGINNING.

AND

All of first party's right, title and interest in a non-exclusive, contiguous 18 foot easement for ingress and egress to Ondich Road, lying 9 feet on either side of a center line described as follows: From the SW corner of the North 1/2 of the SW 1/4 of the NE 1/4 of Section 11, Township 20 South, Range 28 East, run West on the South line of the North 1/2 of the SW 1/4 of the NE 1/4, 9 feet to the Point of Beginning, and run thence North 0 degrees 16 minutes 44 seconds West 1991.41 feet more or less to the North section line of Section 11, Township 20 South, Range 27 East, all in Orange County, Florida. This is identified as Parcel One on that certain Warranty Deed recorded in O.R. Book 3168 page 1277, public records of Orange County, Florida.

[CONTINUED ON FOLLOWING PAGE]

5712 Effie Dr 12-20-27-0000-00-001

Name(s):

Pm S-1 Reo LLC

Physical Street Address:

5712 Effie Dr

Property Use:

6100 - Ag Grazing Im Pastur

Mailing Address On File:

400 N Ashley Dr Ste 700
Tampa, FL 33602-4331

Postal City and Zip:

Apopka, FL 32712

Municipality:

Un-incorporated

PARCEL NO. 1: Beginning at a point 14.15 Chains North of Quarter Section Post on West boundary of Section 12, Township 20 South, Range 27 East, running East 16.49 Chains, North 6.38 Chains, West 16.49 Chains, South 6.38 Chains, Less 568.00 feet on the West End, Orange County, Florida.

Less that portion as described in O.R. Book 8006, Page 757, of the public records of Orange County, Florida.

and

Less that portion of Parcel 3 and that portion of Parcel 5 as described in O.R. Book 5075, Page 1578, of the public records of Orange County, Florida

PARCEL NO 2: Beginning 26.16 chains South of Northwest corner, run South 4.15 chains, East 15.35 chains, North 4.15 chains, West 15.35 chains, Section 12, Township 20 South, Range 27 East, Orange County, Florida.

Together with an easement for the purposes of ingress and egress and transporting groove care equipment and machinery, over the North 8.00 feet of land conveyed to Bill J. Osborne by Warranty Deed from Nancy E. New, recorded January 5, 1971 in Official Records Book 2019, Page 478, of the Public Records of Orange County, Florida, said easement beginning on the East at Effie Road and running Westerly to the Section Line, in accordance with the Final Judgment dated October 10, 1975 and filed October 13, 1975 in Official Records Book 2652, Page 235, of the Public Records of Orange County, Florida, in Civil Action No. CI 754645, in the Circuit Court of the Ninth Judicial Court in and for Orange County, Florida, wherein Garrett I. Gilliam and Annie D. Gilliam, his wife, were plaintiffs and Billy J. Osborne and Harry Smith, et al, were defendants.

PARCEL NO. 3: From the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 12, Township 20 South, Range 27 East, Orange County, Florida, run South 00° 24' 20" West, along the East line of said Northwest 1/4 of the Northwest 1/4 of Section 12, a distance of 1220.95 feet; thence South 89° 43' 17" West, 30.00 feet to a point on the West Right of Way line of Effie Road; thence run South 00° 24' 20" West, along said Right of Way line 371.99 feet to the Point of Beginning; thence continue South 00° 24' 20" West, along said Right of Way line 30.00 feet; thence run South 89° 42' 28" West, 307.80 feet more or less, to a point on the West line of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 12; thence run North 00° 18' 05" East, along said West line 30.00 feet; thence North 89° 42' 28" East, 307.80 feet more or less to the Point of Beginning, LESS the Westerly 40.00 feet thereof.

PARCEL NO. 4: From the quarter corner post on the West side of Section 12, Township 20 South, Range 27 East, run North along Section line 933.90 feet for a Point of Beginning; thence run East 568.00 feet, thence run North 396.10 feet, more or less to the North line of Southwest 1/4 of the Northwest 1/4 of said Section; thence run West along said forty line 568.00 feet to the Northwest corner of said Southwest 1/4 of the Northwest 1/4; thence run South along Section line 396.10 feet for the Point of Beginning.

PARCEL NO. 5: From the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 12, Township 20 South, Range 27 East, Orange County, Florida, run South 00° 24' 20" West, along the East line of said Northwest 1/4 of the Northwest 1/4 of Section 12, a distance of 1220.95 feet; thence South 89° 43' 17" West, 30.00 feet to a point on the West Right of Way line of Effie Road; thence run South 00° 24' 20" West, along said Right of Way line 401.99 feet to the Point of Beginning; thence continue South 00° 24' 20" West, along said Right of Way line 371.99 feet to a point on the South line of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Northwest 1/4 of Section 12; thence run South 89° 41' 26" West, along said South line 307.10 feet to the Southwest corner of aforesaid East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12; thence run North 00° 18' 05" East, along the West line of said East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, a distance of 372.08 feet; thence North 89° 42' 28" East, 307.80 feet, more or less, to the Point of Beginning.

LESS portion of Parcel 3 as described in Official Records Book 5075, Page 1578, if any, of the Public Records of Orange County, Florida.



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 8.

Meeting Date: December 6, 2023

Department: Administration

SUBJECT:

Resolution No. 2023-04 Extending the West Kelly Park Street Lighting District to include the Crossroads at Kelly Park and Wyld Oaks Development.

REQUEST:

Accept the reading and adoption of resolution 2023-04.

SUMMARY:

Resolution 2023-04 provides for the expansion of the West Kelly Park Street Lighting District to include the Crossroads at Kelly Park and Wyld Oaks Development and provide for the non-ad valorem rate assessment on real property within the district on an annual basis as authorized by Section 197.3632, Florida Statute for the operation of streetlighting within the district.

FUNDING SOURCE:

Non-Ad Valorem Assessment

RECOMMENDED MOTION:

Adopt Resolution No. 2023-04.

ATTACHMENTS:

1. RES 2023-04 - Extending the West Kelly Park Street Lighting District
2. West Kelly Park Street Lighting District
3. Wyld Oaks MSBU Street Lighting District Request
4. Crossroads at Kelly Park MSBU Street Lighting Request
5. Wyld Oaks Project MSBU Street Lighting Request

RESOLUTION 2023-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, SETTING FORTH THE CITY'S INTENT TO USE THE UNIFORM AD VALOREM METHOD OF COLLECTION OF A NON-AD VALOREM ASSESSMENT AND EXTENDING THE BOUNDARIES OF THE WEST KELLY PARK STREET LIGHTING DISTRICT TO INCLUDE PROPERTIES LYING WITHIN THE CROSSROADS AT KELLY PARK IN THE CITY OF APOPKA, TO FUND STREET LIGHTING SERVICES, FACILITIES, AND PROGRAMS; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR, AND THE FLORIDA DEPARTMENT OF REVENUE IN ACCORDANCE WITH SECTION 197.3632(3)(a), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida, maintains and operates the street lights within the established West Kelly Park Street Lighting District ("District") by imposing assessments ("Assessments") against the real property therein to fund their maintenance and operation;

WHEREAS, the City has received a request to create a Municipal Service Benefit Unit ("MSBU") for the monthly operation and maintenance of the streetlighting along roadways within the development and therein the development is within the current area of the West Kelly Park Street Lighting District and thereby allowing for the extension of the current MSBU to provide services within the development;

WHEREAS, in accordance with Chapter 38, Article III, Code of Ordinances, City of Apopka, and Section 197.3632(3)(a), Florida Statutes, the City advertised its intent to use the uniform method for collecting the assessments weekly in a newspaper of general circulation for four (4) consecutive weeks preceding the Public Hearing held the day hereof;

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City desires to hereby set forth its intent to use the uniform method for collecting the Assessments levied against the real property within the above-described District, more particularly indicated in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the City Council of the City of Apopka, Florida, directs the City Clerk to provide copies of the Resolution to the Property Appraiser, Tax Collector, and the Florida Department of Revenue on or prior to January 1, 2024;

NOW, THEREFORE, be it resolved by the City Council of the City of Apopka, Florida as follows:

SECTION I: The foregoing "Whereas" clauses are true and correct, are hereby ratified and confirmed by the City Council, and are incorporated herein and made a part hereof.

SECTION II: The City Council of the City of Apopka hereby confirms its intent to use the uniform method for collecting the Assessments levied against real property located in the City of Apopka, to fund the maintenance and operation of street lighting within the above-described District as referenced in Exhibit A.

SECTION III: The City Council of the City of Apopka hereby finds that a reasonable methodology has been applied in determining which parcels of property in the jurisdictional limits of the City are specially benefited by the District; there is a logical relationship between the street lighting and the benefit received by the parcels of property in the District; each parcel determined to be specially benefited by the street lighting is included in the District; and the unit of measurement fairly and reasonably apportions the street lighting assessment among all parcels in the District proportionate to the special benefit received by each such parcel from the street lighting.

SECTION IV: The City Council of the City of Apopka hereby directs the City Clerk to provide copies of this Resolution to the Property Appraiser, Tax Collector, and the Florida Department of Revenue on or prior to January 1, 2024, by United States Mail, in accordance with Section 197.3632(3)(a), Florida Statutes.

SECTION V: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION VI: If any clause, section, other part of application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

SECTION VII: This Resolution shall become effective immediately upon its passage and adoption.

This Resolution is adopted this _____ day of _____, 2023.

Bryan Nelson
Mayor

ATTEST:

Susan Bone
Deputy City Clerk

APPROVED AS TO FORM:

Clifford Shepard,
City Attorney

EXHIBIT A

EXTENDING THE WEST KELLY PARK STREET LIGHTING DISTRICT

A Street Lighting District is hereby extended to incorporate all land within the following described area all lying and being within the incorporated limits of the City of Apopka, Florida:

CROSSROADS AT KELLY PARK

(Parcel ID 11-20-27-0000-00-003)

THAT PART OF NE1/4 OF NW1/4 LYING S OF ONDICH RD R/W & SE1/4 OF NW1/4 OF SEC 11-20-27; and

(Parcel ID 11-20-27-0000-00-013)

PT OF W1/2 OF E1/2 COMM S1/4 COR OF SEC N 00 DEG W 2175.27 FT TO POB N 00 DEG W 496.88 FT TO CTR OF SEC N 00 DEG E 2617 FT N 89 DEG E 1328.58 FT S 00 DEG E 3117.12 FT S 89 DEG W 1334.11 TO POB; and

(Parcel ID 11-20-27-0000-00-003)

PT OF W1/2 OF E1/2 COMM S1/4 COR OF SEC N 00 DEG W 2175.27 FT TO POB N 00 DEG W 496.88 FT TO CTR OF SEC N 00 DEG E 2617 FT N 89 DEG E 1328.58 FT S 00 DEG E 3117.12 FT S 89 DEG W 1334.11 TO POB; and

(Parcel ID 11-20-27-6135-00-013 and 11-20-27-6135-00-010)

OCB ACRES 53/82 PORTION OF LOT 1 COMM AT S1/4 COR OF SEC RUN N DEG W 825.9 FT FOR POB TH N 00 DEG W 1365.45 FT N 89 DEG E 1078.81 FT S 00 DEG E 553.14 FT S 89 DEG W 472.47 S 00 DEG E 1591.77 FT S 89 DEG W 50 FT N 00 DEG W 795.9 FT S 89 DEG W 558.67 FT TO POB SEE 6822/3964; and

(Parcel ID 11-20-27-0000-00-036)

BEG 150 FT S & 589.09 FT W OF E1/4 COR OF SEC RUN S 338.52 FT W 744.89 FT N 1156.07 FT E TO A POINT 589.09 FT W OF E SEC LINE S TO POB & N 15 FT OF S 30 FT OF E 589.09 FT OF SE1/4 OF NE1/4 & N 15 FT OF S 30 FT S1/2 OF SW1/4 OF NW1/4 OF SEC 11-20-27; and

(Parcel ID 11-20-27-0000-00-070)

THE N 993.38 FT OF THE FOLLOWING DESC: BEG 589.09 FT W OF SE COR OF SE1/4 OF SEC 11-20-27 TH NORTH 2174.38 FT TH WEST 1000 FT TH SOUTH 2174.38 FT TH EAST 1000 FT TO POB (LESS W 406.27 FT); and

(Parcel ID 11-20-27-0000-00-054)

W 406.27 FT OF FOLLOWING DESC: BEG 589.09 FT W OF SE COR OF SE1/4 TH N 2174.38 FT W 1000 FT S 2174.38 FT E 1000 FT TO POB (LESS R/W ON S)

WYLD OAKS DEVELOPMENT

(Parcel ID 13-20-27-0000-00-023)

BEG AT THE S1/4 COR OF SEC 13-20-27 TH RUN N89-49-52W 1356.86 FT N00-08-41E 2147.97 FT N89-58-09W 1321.42 FT N00-17-25E 544.78 FT N01-08-04E 2603.70 FT S89-27-40E 1324.32 FT S00-34-14W 853.16 FT S89-47-15E 160.19 FT S00-12-45W 30 FT S89-47-15E 476.16 FT S00-17-10W 395.99 FT S89-47-15E 668.51 FT S00-00-00E 1042.54 FT N90-00-00W 500 FT S00-00-00E 1776.11 FT S90-00-00E 500 FT S00-00-00E 1185.59 FT TO POB (LESS COMM AT THE NE COR OF THE NW1/4 OF SEC 13-20-27 TH RUN S00-00-00W 1301.77 FT FOR POB TH S00-00-00W 324.44 FT N89-52-05W 335.07 FT N00-08-36E 325.91 FT S89-47-15E 334.25 FT TO POB)

(Parcel ID 13-20-27-0000-00-061 and 13-20-27-0000-00-026)
COMM AT THE S1/4 COR OF SEC 13-20-27 TH N00-00-00W 1185.59 FT FOR POB TH N90-00-00W 500 FT N00-00-00W 1776.11 FT S90-00-00E 500 FT S 1776.11 FT M/L TO POB SEE 6844/0562

(Parcel ID 13-20-27-0000-00-005)
W1/4 OF NE1/4 & E 66 FT OF N 330 FT OF W1/2 OF NE1/4 OF NW1/4 & E1/2 OF NE1/4 OF NW1/4 (LESS PARTS TAKEN FOR SR 429 PER 10803/1152) ALL IN SEC 13-20-27

(Parcel ID 13-20-27-0000-00-073)
COMM AT S1/4 COR OF SEC 13-20-27 TH N0-38-28W 1350.83 FT TO POB TH N0-38-28W 1351.64 FT TH N89-15-4E 244.34 FT TH S0-21-30E 144.62 FT TH S2-15-59E 360.4 FT TH S0-22-19E 845.51 FT TH S88-57-47W 249.88 FT TO POB

(Parcel ID 13-20-27-0000-00-064)
COMM AT THE NE COR OF THE NW1/4 OF SEC 13-20-27 TH RUN S00-00-00W 1301.77 FT FOR POB TH S00-00-00W 324.44 FT N89-52-05W 335.07 FT N00-08-36E 325.91 FT S89-47-15E 334.25 FT TO POB

(Parcel ID 13-20-27-0000-00-047)
BEG 30 FT E & 30 FT S OF NW COR OF NE1/4 OF NW1/4 FOR POB RUN S 856.17 FT E 160.31 FT S 30 FT E 115.79 FT N 606.59 FT W 81.24 FT N 275 FT W 197.80 FT TO POB SEC 13-20-27

(Parcel ID 13-20-27-0000-00-046)
COMM NW COR OF NE1/4 OF NW1/4 TH S 30 FT E 227.8 FT FOR POB TH E 100 FT S 190 FT E 265.1 FT S 110 FT E 66 FT S 579.56 FT W 358.66 FT N 606.59 FT W 81.24 FT N 275 FT TO POB IN SEC 13-20-27

(Parcel ID 13-20-27-0000-00-029)
BEG 327.9 FT E OF NW COR OF NE1/4 OF NW1/4 RUN S 220 FT E 265.1 FT N 220 FT W TO POB SEC 13-20-27 (LESS RD)

(Parcel ID 13-20-27-0000-00-072 and 13-20-27-0000-00-037)
N 400 FT OF S 800 FT OF NW1/4 OF SW1/4 OF SEC 13-20-27 (LESS W 30 FT FOR RD R/W)

(Parcel ID 13-20-247-0000-00-059 and 13-20-27-0000-00-036)
THE N 200 FT OF S 400 FT OF NW1/4 OF SW1/4 OF SEC 13-20-27 (LESS W 30 FT FOR RD R/W) SEE 2718/1430

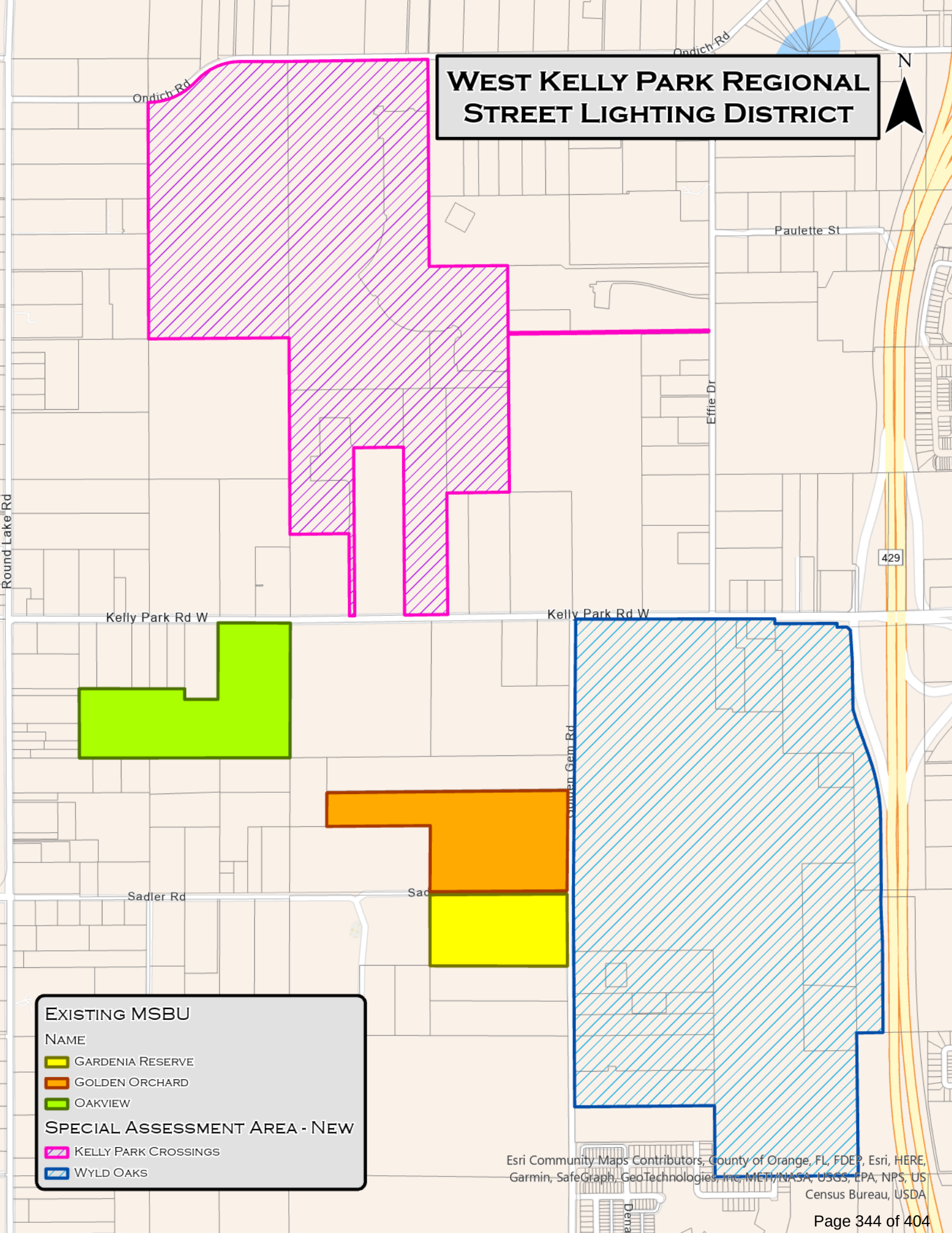
(Parcel ID 13-20-27-0000-00-038)
S 200 FT OF NW1/4 OF SW1/4 OF SEC 13-20-27 (LESS W 30 FT FOR RD R/W)

(Parcel ID 13-20-27-0000-00-056)
N1/2 OF N1/2 OF SW1/4 OF SW1/4 (LESS E 72 FT OF W 422 FT OF S 44 FT THEREOF & LESS W 30 FT FOR RD

(Parcel ID 13-20-27-0000-00-024)
BEG NW COR OF SW1/4 OF SW1/4 RUN E 30 FT S 336.20 FT FOR POB TH RUN E 320 FT N 44 FT E 72 FT S 44 FT E 931.91 FT S 337.02 FT W 1324.38 FT N 336.20 FT TO POB

(Parcel ID 24-20-27-0000-00-003)
NE1/4 OF SW1/4 OF SEC 24-20-27 & NW1/4 OF SEC 24-20-27 (LESS THE N 1320 FT) & (LESS S 640 FT OF THE N 1960 OF THE W 1391.25 FT) & (LESS W 30 FT FOR R/W PER OR 61/315)

WEST KELLY PARK REGIONAL STREET LIGHTING DISTRICT



EXISTING MSBU

NAME

GARDENIA RESERVE

GOLDEN ORCHARD

OAKVIEW

SPECIAL ASSESSMENT AREA - NEW

KELLY PARK CROSSINGS

WYLD OAKS

SAMPLE LETTERS OF REQUEST FOR AN MSBU
FOR STREETLIGHTING
SUBMIT WITH PRELIMINARY PLAT TO
APOPKA COMMUNITY DEVELOPMENT REVIEW PROCESS

DATE May 11, 2023

Apopka City Council
120 East Main Street
Apopka, Florida 32703

RE: Kelly Park VB Development, LLC.
Request for MSBU for a Streetlight District

Honorable Mayor and Commissioners:

We hereby request that the Apopka City Council establish a Municipal Service Benefit Unit (MSBU) for a streetlighting district for Kelly Park VB Development, LLC.

If you have any questions, please contact me at 772-794-4035.

Sincerely,

Kevin Roberson
Project Manager
Kimley-Horn & Associates

Kelly Park Land Investments, LLC

February 15, 2023

Apopka City Council
120 East Main Street
Apopka, Florida 32703

Attention: Apopka Special Assessments Coordinator

Letter of Commitment for Streetlighting

I, Mike Galvin with Kelly Park Land Investments, LLC, am the developer of the proposed Crossroads at Kelly Park development. This letter is requesting the establishment or amendment of a Municipal Service Benefit Unit (MSBU) for street lighting for the proposed Crossroads at Kelly Park development. The Crossroads at Kelly Park development is located in Duke Energy Florida, Inc. territory and this power company shall be installing street lighting throughout the public roadways and alleyways within the limits of the development. The proposed Crossroads at Kelly Park development shall include street lighting at the entrance from Kelly Park Road into and throughout the proposed subdivision. By my signature below, I am requesting the establishment or amendment of an MSBU for street lighting and I shall use the above power company and the power company above shall be installing the fixtures and poles. The power company shall also install street lighting at the entrance from Kelly Park Road into and throughout the proposed subdivision. As the developer of the proposed Crossroads at Kelly Park development, I understand that I or the proposed subdivision Home Owners Association/CDD are obligated for the initial monthly cost until such time as the MSBU becomes effective.

 2-16-23

Signature / Date

Mike Galvin, Manager
Printed Name

727-519-4412
Telephone Number

City Staff Review and Approval:

Planner Signature / Date

Planners PrintedName

Special Assessments Signature / Date

Special Assessments Printed Name

Kelly Park Land Investments, LLC

February 15, 2023

Apopka City Council
120 East Main Street
Apopka, Florida 32703

RE: Crossroads at Kelly Park
Request for MSBU for a Streetlight District

Honorable Mayor and Commissioners:

We hereby request that the Apopka City Council establish a Municipal Service Benefit Unit (MSBU) for a street lighting district for the Crossroads at Kelly Park project.

Should you have any questions, please contact me at #727-519-4412 or at

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Galvin". The signature is fluid and cursive, with a horizontal line extending from the end.

Mike Galvin
Manager
Kelly Park Land Investments, LLC.
727-519-4412



May 11, 2023

Apopka City Council
120 East Main Street
Apopka, Florida 32703

RE: *Kelly Park VB Development, LLC.
Request for MSBU for a Streetlight District*

Honorable Mayor and Commissioners:

We hereby request that the Apopka City Council establish a Municipal Service Benefit Unit (MSBU) for a streetlighting district for Kelly Park VB Development, LLC.

If you have any questions, please contact me at 772-794-4035.

Sincerely,

Kevin Roberson
Project Manager
Kimley-Horn & Associates



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 9.

Meeting Date: December 6, 2023

Department: Administration

SUBJECT:

Resolution No. 2023-33 Renaming and Extending the Magnolia Terrace Street Lighting District to include the Bronson Ridge Development.

REQUEST:

Accept the reading and adoption of Resolution No. 2023-33.

SUMMARY:

Resolution 2023-33 provides for the Renaming of the Magnolia Terrace Street Lighting District to the Southwest Apopka Street Lighting District and expanding the territorial limits to include the Bronson Ridge Development. Providing for a non-ad valorem rate assessment on real property within the district on an annual basis as authorized by Section 197.3632, Florida Statute for the operation of streetlighting within the district.

FUNDING SOURCE:

Non-Ad Valorem Assessment

RECOMMENDED MOTION:

Adopt Resolution No. 2023-33

ATTACHMENTS:

1. RES 2023-33 - Extending and Renaming the Magnolia Terrace Street Lighting District
2. Southwest Apopka Street Lighting District
3. Letter from the Developer

RESOLUTION 2023-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, SETTING FORTH THE CITY'S INTENT TO USE THE UNIFORM AD VALOREM METHOD OF COLLECTION OF A NON-AD VALOREM ASSESSMENT RENAMING THE MAGNOLIA TERRACE STREET LIGHTING DISTRICT AND EXTENDING ITS BOUNDARIES TO INCLUDE PROPERTIES LYING WITHIN THE BRONSON RIDGE DEVELOPMENT IN THE CITY OF APOPKA, TO FUND STREET LIGHTING SERVICES, FACILITIES, AND PROGRAMS; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR, AND THE FLORIDA DEPARTMENT OF REVENUE IN ACCORDANCE WITH SECTION 197.3632(3)(a), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida, established Magnolia Terrace Street Lighting District ("District") by Resolution No. 2022-09 imposing assessments ("Assessments") against the real property therein to fund their maintenance and operation of streetlighting within the district;

WHEREAS, the City recognizes continued growth in the area surrounding the Magnolia Terrace Street Lighting District and hereby desires to extend the territorial boundaries of the district to include the Bronson Ridge Development and rename the District to "South West Apopka Street Lighting District";

WHEREAS, the City has received a request from the Developer (Centerline Capital Advisors) on behalf of the Bronson Ridge Development to create a Municipal Service Benefit Unit ("MSBU") for the monthly operation and maintenance of the streetlighting along roadways within the development and therein the development is adjacent to the current existing district and thereby allowing for the extension of the current MSBU to provide services within the development;

WHEREAS, in accordance with Chapter 38, Article III, Code of Ordinances, City of Apopka, and Section 197.3632(3)(a), Florida Statutes, the City advertised its intent to use the uniform method for collecting the assessments weekly in a newspaper of general circulation for four (4) consecutive weeks preceding the Public Hearing held the day hereof;

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City desires to hereby set forth its intent to use the uniform method for collecting the Assessments levied against the real property within the above-described District, more particularly indicated in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the City Council of the City of Apopka, Florida, directs the City Clerk to provide copies of the Resolution to the Property Appraiser, Tax Collector, and the Florida Department of Revenue on or prior to January 1, 2024;

NOW, THEREFORE, be it resolved by the City Council of the City of Apopka, Florida as follows:

SECTION I: The foregoing “Whereas” clauses are true and correct, are hereby ratified and confirmed by the City Council, and are incorporated herein and made a part hereof.

SECTION II: The City Council of the City of Apopka hereby confirms its intent to use the uniform method for collecting the Assessments levied against real property located in the City of Apopka, to fund the maintenance and operation of street lighting within the above-described District as referenced in Exhibit A.

SECTION III: The City Council of the City of Apopka hereby finds that a reasonable methodology has been applied in determining which parcels of property in the jurisdictional limits of the City are specially benefited by the District; there is a logical relationship between the street lighting and the benefit received by the parcels of property in the District; each parcel determined to be specially benefited by the street lighting is included in the District; and the unit of measurement fairly and reasonably apportions the street lighting assessment among all parcels in the District proportionate to the special benefit received by each such parcel from the street lighting.

SECTION IV: The City Council of the City of Apopka hereby directs the City Clerk to provide copies of this Resolution to the Property Appraiser, Tax Collector, and the Florida Department of Revenue on or prior to January 1, 2024, by United States Mail, in accordance with Section 197.3632(3)(a), Florida Statutes.

SECTION V: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION VI: If any clause, section, other part of application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

SECTION VII: This Resolution shall become effective immediately upon its passage and adoption.

This Resolution is adopted this ____ day of _____, 2023.

Bryan Nelson
Mayor

ATTEST:

Susan Bone
Deputy City Clerk

APPROVED AS TO FORM:

Clifford Shepard,
City Attorney

EXHIBIT A

EXTENDING THE SOUTH WEST APOPKA (MAGNOLIA TERRACE)
STREET LIGHTING DISTRICT

A Street Lighting District is hereby extended to incorporate all land within the following described area all lying and being within the incorporated limits of the City of Apopka, Florida:

BRONSON RIDGE DEVELOPMENT

A PARCEL OF LAND LYING IN SECTIONS 17 & 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF SOUTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 00°00'38" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BOY SCOUT ROAD AND THE POINT OF BEGINNING; THENCE RUN ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING COURSES: NORTH 89°43'16" EAST FOR A DISTANCE OF 2037.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 282.10 FEET, A CENTRAL ANGLE OF 65°18'17", THE CHORD OF WHICH BEARS SOUTH 57°37'34" EAST FOR A DISTANCE OF 304.41 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 321.53 FEET TO A NON-TANGENT POINT; THENCE RUN SOUTH 24°58'39" EAST FOR A DISTANCE OF 241.59 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 61°02'34" WEST FOR A DISTANCE OF 300.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 42°32'33", THE CHORD OF WHICH BEARS SOUTH 39°46'17" WEST FOR A DISTANCE OF 366.41 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 374.97 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 18°30'04" WEST FOR A DISTANCE OF 34.88 FEET; THENCE RUN SOUTH 50°22'51" WEST FOR A DISTANCE OF 66.34 FEET; THENCE RUN SOUTH 80°59'34" WEST FOR A DISTANCE OF 127.19 FEET; THENCE RUN NORTH 22°27'50" WEST FOR A DISTANCE OF 167.34 FEET; THENCE RUN SOUTH 71°32'09" WEST FOR A DISTANCE OF 34.37 FEET; THENCE RUN NORTH 69°38'20" WEST FOR A DISTANCE OF 144.79 FEET; THENCE RUN NORTH 85°25'10" WEST FOR A DISTANCE OF 268.38 FEET; THENCE RUN NORTH 83°27'57" WEST FOR A DISTANCE OF 130.71 FEET; THENCE RUN NORTH 45°36'26" WEST FOR A DISTANCE OF 203.03 FEET; THENCE RUN NORTH 89°53'27" WEST FOR A DISTANCE OF 536.22 FEET; THENCE RUN SOUTH 71°09'55" WEST FOR A DISTANCE OF 261.11 FEET; THENCE RUN SOUTH 60°11'31" WEST FOR A DISTANCE OF 79.12 FEET; THENCE RUN SOUTH 28°41'04" WEST FOR A DISTANCE OF 73.35 FEET; THENCE RUN SOUTH 00°03'18" WEST FOR A DISTANCE OF 238.05 FEET TO A NON-TANGENT POINT OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 544.50 FEET, A CENTRAL ANGLE OF 18°33'50", THE CHORD OF WHICH BEARS NORTH 79°40'53" WEST FOR A DISTANCE OF 175.65 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 176.42 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°57'48" WEST FOR A DISTANCE OF 403.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 30065.00 FEET, A CENTRAL ANGLE OF 01°01'04", THE CHORD OF WHICH BEARS NORTH 89°28'20" WEST FOR A DISTANCE OF 533.99 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 534.00 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°58'51" WEST FOR A DISTANCE OF 128.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 90°32'40", THE CHORD OF WHICH BEARS NORTH 44°42'31" WEST FOR A DISTANCE OF 78.15 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 86.92 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°33'49" EAST FOR A DISTANCE OF 810.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°27'28", THE CHORD OF WHICH BEARS NORTH 45°17'33" EAST FOR A DISTANCE OF 49.26 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 54.65 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°58'43" EAST ALONG SAID

SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1202.51 FEET; THENCE RUN NORTH 00°00'38" WEST FOR A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 02°03'11" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 17 FOR A DISTANCE OF 220.18 FEET TO THE NORTHWEST CORNER OF THE SOUTH 220 FEET OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 17 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE RUN NORTH 02°03'11" EAST FOR A DISTANCE OF 1110.78 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 89°15'43" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 1184.79 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°16'44" EAST FOR A DISTANCE OF 210.35 FEET; THENCE RUN SOUTH 89°43'16" WEST FOR A DISTANCE OF 12.53 FEET; THENCE RUN SOUTH 00°16'44" EAST FOR A DISTANCE OF 128.00 FEET; THENCE RUN SOUTH 89°43'16" WEST FOR A DISTANCE OF 35.95 FEET; THENCE SOUTH 00°16'44" EAST FOR A DISTANCE OF 128.00 FEET; THENCE RUN SOUTH 11°43'02" WEST FOR A DISTANCE OF 63.71 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET A CHORD BEARING OF SOUTH 22°46'44" EAST AND A CHORD DISTANCE OF 19.13 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" FOR A DISTANCE OF 19.63 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°16'44" EAST FOR A DISTANCE OF 212.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET A CHORD BEARING OF SOUTH 39°54'30" WEST AND A CHORD DISTANCE OF 32.26 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°22'27" FOR A DISTANCE OF 35.07 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 00°16'44" EAST NON-RADIAL TO SAID CURVE FOR A DISTANCE OF 55.35 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET A CHORD BEARING OF SOUTH 67°46'44" EAST AND A CHORD DISTANCE OF 19.13 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" FOR A DISTANCE OF 19.63 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°43'16" EAST FOR A DISTANCE OF 69.64 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET A CHORD BEARING OF NORTH 67°13'16" EAST AND A CHORD DISTANCE OF 19.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" FOR A DISTANCE OF 19.63 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°43'16" EAST FOR A DISTANCE OF 182.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET A CHORD BEARING OF SOUTH 45°16'44" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°16'44" EAST FOR A DISTANCE OF 89.23 FEET; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 55.00 FEET; THENCE RUN NORTH 89°43'16" EAST FOR A DISTANCE OF 148.38 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 33.00 FEET, WITH A CHORD BEARING OF SOUTH 63°23'22" EAST, AND A CHORD DISTANCE OF 29.85 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°46'42" FOR A DISTANCE OF 30.97 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°43'16" EAST NON-RADIAL TO SAID CURVE FOR A DISTANCE OF 511.25 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1533.00 FEET, WITH A CHORD BEARING OF SOUTH 43°31'23" EAST, AND A CHORD DISTANCE OF 46.89 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°45'09" FOR A DISTANCE OF 46.89 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 00°16'44" EAST NON-RADIAL TO SAID CURVE FOR A DISTANCE OF 36.01 FEET; THENCE RUN NORTH 89°43'16" EAST FOR A DISTANCE OF 36.11 FEET; THENCE RUN NORTH 43°41'40" EAST FOR A DISTANCE OF 120.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1413.00 FEET, WITH A CHORD BEARING OF SOUTH 46°39'07" EAST, AND A CHORD DISTANCE OF 17.09 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°41'34" FOR A DISTANCE OF 17.09 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 35.00 FEET, WITH A CHORD BEARING OF SOUTH 12°25'05" EAST, AND A CHORD DISTANCE OF 39.73 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°09'39" FOR A DISTANCE OF 42.25 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 22°09'45" WEST FOR A DISTANCE OF 38.37 FEET; THENCE RUN SOUTH 67°50'15" EAST FOR A DISTANCE OF 53.00 FEET; THENCE RUN SOUTH 22°09'45" WEST FOR A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 67°50'15" EAST FOR A DISTANCE OF 139.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GALWAY BOULEVARD (TRACT S), BRECKENRIDGE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 74 THROUGH 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES: SOUTH 17°58'25" WEST FOR A DISTANCE OF 21.07 FEET; THENCE RUN SOUTH 01°37'19" WEST FOR A DISTANCE OF 88.67 FEET; THENCE RUN SOUTH 30°42'41" EAST FOR A DISTANCE OF 13.58 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 390.00 FEET, WITH A CHORD BEARING OF SOUTH 14°29'08" EAST, AND A CHORD DISTANCE OF 188.11 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°54'38" FOR A DISTANCE OF 189.98 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 28°26'27" EAST FOR A DISTANCE OF 76.12 FEET; THENCE RUN SOUTH 61°33'33" WEST FOR A DISTANCE OF 2.00 FEET; THENCE RUN SOUTH 15°14'28" WEST FOR A DISTANCE OF 12.59 FEET; THENCE RUN SOUTH 19°16'12" EAST FOR A DISTANCE OF 16.40 FEET; THENCE RUN SOUTH 65°31'52" EAST FOR A DISTANCE OF 11.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95.00 FEET WITH A CHORD BEARING OF SOUTH 27°10'04" WEST AND A CHORD DISTANCE OF 107.32 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°46'59" FOR A DISTANCE OF 114.05 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 61°33'33" WEST FOR A DISTANCE OF 111.60 FEET; THENCE RUN NORTH 73°26'27" WEST FOR A DISTANCE OF 34.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BOY SCOUT ROAD ACCORDING TO OFFICIAL RECORDS BOOK 1133, PAGE 608 AND DEED BOOK 338, PAGE 17 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE: NORTH 24°58'39" WEST FOR A DISTANCE OF 217.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 342.10 FEET WITH A CHORD BEARING OF NORTH 57°37'36" WEST AND A CHORD DISTANCE OF 369.15 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°18'17" FOR A DISTANCE OF 389.92 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°43'16" WEST FOR A DISTANCE OF 1602.29 FEET TO A POINT ON THE EAST LINE OF THE WEST 433 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 02°03'11" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 190.16 FEET TO THE NORTHEAST CORNER OF THE SOUTH 220 FEET OF THE WEST 433 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE RUN SOUTH 89°43'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 220 FEET OF THE WEST 433 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17 FOR A DISTANCE OF 433.36 FEET TO THE POINT OF BEGINNING.

(Parcel ID 17-21-28-0000-00-007)

N1/2 OF SW1/4 LYING WLY OF BOY SCOUT RD & SE1/4 OF SW1/4 LYING WLY OF BOY SCOUT RD (LESS THAT PT LYING SOUTHEAST OF OCOEE-APOPKA RD CR437A) & THAT PT OF W1/2 OF SE1/4 LYING SWLY OF BOY SCOUT RD & NWLY OF OCOEE APOPKA RD ALL IN SEC 17-21-28 (LESS 24.70 AC DESC AS BEG 144 FT W OF 1/4 SEC POST ON S SEC LINE 15 FT W OF CTR OF R/W TH RUN W 17 CHS & 82 LKS (1176.12 FT) N 15 CHS & 10 LKS (996.60 FT)

S 75 DEG E 21 CHS & 55 LKS (1386 FT) TO A PT 15 FT W OF CTR OF R/W TH SLY ALONG R/W
 TO POB & LESS BEG 42.50 FT E OF E LINE OF NW 1/4 OF SW1/4 ON S R/W BOY SCOUT RD
 TH RUN W 294.30 FT S 722 FT S 83 DEG E 296.12 FT N 758.35 FT TO POB) & (LESS PT OF
 SE1/4 & SW1/4 OF SEC 17-21-28 DESC AS COMM S1/4 COR OF SAID SEC 17-21-28 TH N07-
 19-56E TO A PT ON WLY R/W OF OCOEE APOPKA RD FOR POB TH RUN NELY ALONG SAID
 NLY R/W ALONG A CURVE CONCAVE SELY W/ RAD OF 948 FT & CHORD BEARING OF N26-
 13-56E THROUGH CENT ANG OF 11-35-09 FOR 191.70 FT TH N75-44-09W 278 FT S57-12-
 05W 100.86 FT S10-59-06W 134.01 FT S79-38-16E 300.05 FT TO POB) & (LESS COMM AT NE
 COR OF SE1/4 OF SEC 10-21-28 TH S0-0-38E 33 FT TO POB TH N89-43-16E 1345.54 FT TH
 N0-22-8E 3 FT TH N89-43-16E 691.45 FT TO THE POINT OF CURVATURE OF A CURVE
 CONCAVE SWLY W/ RADIUS OF 282.1 FT CENTRAL ANGLE OF 65-18-17 CHORD BRG AND
 DISTANCE OF S57-37-34E 304.41 FT TH SELY ALONG CURVE AN ARC LENGTH OF 321.53 FT
 TO NON-TANGENT POINT TH S24-58-39E 241.59 FT TH S61-2-34W 300.88 FT TO POINT OF
 CURVATURE OF A CURVE CONCAVE SELY W/ RADIUS OF 505 FT CENTRAL ANGLE OF 42-32-
 33 CHORD BRG AND DISTANCE OF S39-46-17W 366.41 FT TH SWLY ALONG CURVE 374.97
 FT TO POINT OF TANGENCY TH S18-30-4W 34.88 FT TH S50-22-51W 66.34 FT TH S80-59-
 34W 127.19 FT TH N22-27-50W 167.34 FT TH S71-32-9W 34.37 FT TH N69-38-20W 144.79
 FT TH N85-25-10W 268.38 FT TH N83-27-57W 130.71 FT TH N45-36-26W 203.03 FT TH N89-
 53-27W 536.22 FT TH S71-9-55W 261.11 FT TH S60-11-31W 79.12 FT TH S28-41-4W 73.35
 FT TH S0-3-18W 238.05 FT TO A NON-TANGENT POINT OF A CURVE CONCAVE SWLY W/
 RADIUS OF 544.5 FT CENTRAL ANGLE OF 18-33-50 CHORD BRG AND DISTANCE OF N79-40-
 53W 175.65 FT TH NWLY ALONG CURVE 176.42 FT TO POINT OF TANGENCY TH N88-57-
 48W 403.65 FT TO POINT OF CURVATURE OF A CURVE CONCAVE SLY W/ RADIUS OF 30065
 FT CENTRAL ANGLE OF 1-1-4 CHORD BRG OF N89-28-20W 533.99 FT TH NWLY TH NWLY
 ALONG CURVE 534 FT TO POINT OF TANGENCY TH N89-58-51W 158.91 FT TO POINT OF
 CURVATURE OF A CURVE CONCAVE NELY W/ RADIUS OF 25 FT CENTRAL ANGLE OF 90-32-
 40 CHORD BRG AND DISTANCE OF N44-42-31W 35.52 FT TH NWLY ALONG CURVE 39.51 FT
 TO POINT OF TANGENCY TH N0-33-49E 875.71 FT TH S89-58-43E 1237.18 FT TO POB PER
 DOC 20210770391) & (LESS BEG AT SE COR OF SEC 18-21-28 TH S89-54-44W 936.11 FT TH
 N43-34-16W 104.56 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SWLY W/
 RADIUS OF 14808 FT CENTRAL ANGLE OF 1-44-52 CHORD BRG AND DISTANCE OF N44-26-
 42W 451.72 FT TH NWLY ALONG CURVE 451.74 FT TO NON-TANGENT POINT TH N0-34-36E
 265.35 FT TH S89-57-37W 241.66 FT TH N42-1-40W 447.1 FT TH N89-59-5E 544.34 FT TH
 N0-34-36E 659.61 FT TH S89-58-51E 249.44 FT TO POINT OF CURVATURE OF A CURVE
 CONCAVE SLY W/ RADIUS OF 30000 FT CENTRAL ANGLE OF 1-1-4 CHORD BRG AND
 DISTANCE OF S89-28-20E 532.84 FT TH ELY ALONG CURVE 532.85 FT TO POINT OF
 TANGENCY TH S88-57-48E 403.65 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE
 SWLY W/ RADIUS OF 479.5 FT CENTRAL ANGLE OF 42-36-6 CHORD BRG AND DISTANCE OF
 S67-39-45E 348.37 FT TH SELY ALONG CURVE 356.53 FT TO POINT OF TANGENCY TH S46-
 21-42E 656.86 FT TO POINT OF CURVATURE OF A CURVE CONCAVE NELY W/ RADIUS OF
 817.5 FT CENTRAL ANGLE OF 27-12-51 CHORD BRG AND DISTANCE OF S59-58-7E 384.65
 FT TH SELY ALONG CURVE 388.29 FT TO NON-TANGENT POINT TH S30-35-/8W 135.56 FT
 TH S0-0-19W 746.69 FT TH N89-59-43W 935.59 FT TO POB PER DOC 20210774114)

(Parcel ID 18-21-28-0000-00-032)

BEG AT SE COR OF SEC 18-21-28 TH S89-54-44W 936.11 FT TH N43-34-16W 104.56 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SWLY W/ RADIUS OF 14808 FT CENTRAL ANGLE OF 1-44-52 CHORD BRG AND DISTANCE OF N44-26-42W 451.72 FT TH NWLY ALONG CURVE 451.74 FT TO NON-TANGENT POINT TH N0-34-36E 265.35 FT TH S89-57-37W 241.66 FT TH N42-1-40W 447.1 FT TH N89-59-5E 544.34 FT TH N0-34-36E 659.61 FT TH S89-58-51E 249.44 FT TO POINT OF CURVATURE OF A CURVE CONCAVE SLY W/ RADIUS OF 30000 FT CENTRAL ANGLE OF 1-1-4 CHORD BRG AND DISTANCE OF S89-28-20E 532.84 FT TH ELY ALONG CURVE 532.85 FT TO POINT OF TANGENCY TH S88-57-48E 403.65 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SWLY W/ RADIUS OF 479.5 FT CENTRAL ANGLE OF 42-36-6 CHORD BRG AND DISTANCE OF S67-39-45E 348.37 FT TH SELY ALONG CURVE 356.53 FT TO POINT OF TANGENCY TH S46-21-42E 656.86 FT TO POINT OF CURVATURE OF A CURVE CONCAVE NELY W/ RADIUS OF 817.5 FT CENTRAL ANGLE OF 27-12-51 CHORD BRG AND DISTANCE OF S59-58-7E 384.65 FT TH SELY ALONG CURVE 388.29 FT TO NON-TANGENT POINT TH S30-35-/8W 135.56 FT TH S0-0-19W 746.69 FT TH N89-59-43W 935.59 FT TO POB

(Parcel ID 18-21-28-0000-00-013)

NE1/4 OF SE1/4 (LESS N 33 FT FOR RD) & BEG 330 FT N OF SW COR OF NW1/4 OF SE1/4 SEC RUN N 330 FT E 1320 FT S 330 FT W 1320 FT TO POB LESS R/W PER DB 770/209 IN SEC 18-21-28 (LESS SW COR TAKEN FOR R/W PER 9046/4349) & (LESS COMM AT NE COR OF SE1/4 OF SEC 10-21-28 TH S0-0-38E 33 FT TO POB TH N89-43-16E 1345.54 FT TH N0-22-8E 3 FT TH N89-43-16E 691.45 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SWLY W/ RADIUS OF 282.1 FT CENTRAL ANGLE OF 65-18-17 CHORD BRG AND DISTANCE OF S57-37-34E 304.41 FT TH SELY ALONG CURVE AN ARC LENGTH OF 321.53 FT TO NON-TANGENT POINT TH S24-58-39E 241.59 FT TH S61-2-34W 300.88 FT TO POINT OF CURVATURE OF A CURVE CONCAVE SELY W/ RADIUS OF 505 FT CENTRAL ANGLE OF 42-32-33 CHORD BRG AND DISTANCE OF S39-46-17W 366.41 FT TH SWLY ALONG CURVE 374.97 FT TO POINT OF TANGENCY TH S18-30-4W 34.88 FT TH S50-22-51W 66.34 FT TH S80-59-34W 127.19 FT TH N22-27-50W 167.34 FT TH S71-32-9W 34.37 FT TH N69-38-20W 144.79 FT TH N85-25-10W 268.38 FT TH N83-27-57W 130.71 FT TH N45-36-26W 203.03 FT TH N89-53-27W 536.22 FT TH S71-9-55W 261.11 FT TH S60-11-31W 79.12 FT TH S28-41-4W 73.35 FT TH S0-3-18W 238.05 FT TO A NON-TANGENT POINT OF A CURVE CONCAVE SWLY W/ RADIUS OF 544.5 FT CENTRAL ANGLE OF 18-33-50 CHORD BRG AND DISTANCE OF N79-40-53W 175.65 FT TH NWLY ALONG CURVE 176.42 FT TO POINT OF TANGENCY TH N88-57-48W 403.65 FT TO POINT OF CURVATURE OF A CURVE CONCAVE SLY W/ RADIUS OF 30065 FT CENTRAL ANGLE OF 1-1-4 CHORD BRG OF N89-28-20W 533.99 FT TH NWLY TH NWLY ALONG CURVE 534 FT TO POINT OF TANGENCY TH N89-58-51W 158.91 FT TO POINT OF CURVATURE OF A CURVE CONCAVE NELY W/ RADIUS OF 25 FT CENTRAL ANGLE OF 90-32-40 CHORD BRG AND DISTANCE OF N44-42-31W 35.52 FT TH NWLY ALONG CURVE 39.51 FT TO POINT OF TANGENCY TH N0-33-49E 875.71 FT TH S89-58-43E 1237.18 FT TO POB PER DOC 20210770391) & (LESS BEG AT SE COR OF SEC 18-21-28 TH S89-54-44W 936.11 FT TH N43-34-16W 104.56 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SWLY W/ RADIUS OF 14808 FT CENTRAL ANGLE OF 1-44-52 CHORD BRG AND DISTANCE OF N44-26-42W 451.72 FT TH NWLY ALONG CURVE 451.74 FT TO NON-TANGENT POINT TH N0-34-36E 265.35 FT TH S89-57-37W 241.66 FT TH N42-1-40W 447.1 FT TH N89-59-5E 544.34 FT TH

N0-34-36E 659.61 FT TH S89-58-51E 249.44 FT TO POINT OF CURVATURE OF A CURVE CONCAVE SLY W/ RADIUS OF 30000 FT CENTRAL ANGLE OF 1-1-4 CHORD BRG AND DISTANCE OF S89-28-20E 532.84 FT TH ELY ALONG CURVE 532.85 FT TO POINT OF TANGENCY TH S88-57-48E 403.65 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SWLY W/ RADIUS OF 479.5 FT CENTRAL ANGLE OF 42-36-6 CHORD BRG AND DISTANCE OF S67-39-45E 348.37 FT TH SELY ALONG CURVE 356.53 FT TO POINT OF TANGENCY TH S46-21-42E 656.86 FT TO POINT OF CURVATURE OF A CURVE CONCAVE NELY W/ RADIUS OF 817.5 FT CENTRAL ANGLE OF 27-12-51 CHORD BRG AND DISTANCE OF S59-58-7E 384.65 FT TH SELY ALONG CURVE 388.29 FT TO NON-TANGENT POINT TH S30-35-/8W 135.56 FT TH S0-0-19W 746.69 FT TH N89-59-43W 935.59 FT TO POB PER DOC 20210774114) & (LESS PT DESC IN: COMM AT NE COR OF SE1/4 OF SEC 18-21-28 RUN N89-58-43W 1337.5 FT TH S00-01-17W 33 FT FOR POB BEING A POC CONCV SWLY RAD 35 FT DELTA 90-32-32 CHORD BRG S44-42-27E ARC LENGTH 55.31 FT TH S00-33-49W 927.25 FT TH S89-58-47W 707.37 FT TH N00-14-15E 963.06 FT TH S89-58-43E 677.52 FT TO POB)

(Parcel ID 18-21-28-0000-00-104)

COMM AT NE COR OF SE1/4 OF SEC 18-21-28 RUN N89-58-43W 1337.5 FT TH S00-01-17W 33 FT FOR POB BEING A POC CONCV SWLY RAD 35 FT DELTA 90-32-32 CHORD BRG S44-42-27E ARC LENGTH 55.31 FT TH S00-33-49W 927.25 FT TH S89-58-47W 707.37 FT TH N00-14-15E 963.06 FT TH S89-58-43E 677.52 FT TO POB

(Parcel ID 18-21-28-0000-00-014)

N1/2 OF NW 1/4 OF SE 1/4 (LESS N 33 FT FOR R/W) & TH PORTION OF N 1/2 N1/2 OF GOV LOT 2 SEC 18-21-28 LYING E OF BINION RD A/K/A CR 437 (LESS N 330 FT) IN SEC 18-21-28 & (LESS THAT PT DESC IN: COMM AT NE COR OF SE1/4 OF SEC 18-21-28 RUN N89-58-43W 1337.5 FT TH S00-01-17W 33 FT FOR POB BEING A POC CONCV SWLY RAD 35 FT DELTA 90-32-32 CHORD BRG S44-42-27E ARC LENGTH 55.31 FT TH S00-33-49W 927.25 FT TH S89-58-47W 707.37 FT TH N00-14-15E 963.06 FT TH S89-58-43E 677.52 FT TO POB)

(Parcel ID 17-21-28-0000-00-028)

PT OF SE1/4 & SW1/4 OF SEC 17-21-28 DESC AS COMM S1/4 COR OF SAID SEC 17-21-28 TH N07-19-56E TO A PT ON WLY R/W OF OCOEE APOPKA RD FOR POB TH RUN NELY ALONG SAID NLY R/W ALONG A CURVE CONCAVE SELY W/ RAD OF 948 FT & CHORD BEARING OF N26-13-56E THROUGH CENT ANG OF 11-35-09 FOR 191.70 FT TH N75-44-09W 278 FT S57-12-05W 100.86 FT S10-59-06W 134.01 FT S79-38-16E 300.05 FT TO POB

(Parcel ID 17-21-28-0000-00-012)

NE 1/4 OF SW1/4 LYING NELY OF BOY SCOUT RD & NW1/4 OF SE1/4 LYING NELY OF BOY SCOUT RD & NWLY OF OCOEE APOPKA RD LYING ELY & SELY OF FOLLOWING DESC COMM SW COR OF NW 1/4 OF SEC 17-21-28 RUN N 89 DEG E ALONG S LINE OF NW 1/4 2530.84 FT TO POB TH RUN NELY ALONG CURVE CONCAVE ELY 54.21 FT N 30 DEG W 13.58 FT N 1 DEG E 88.67 FT N 17 DEG E 70.98 FT N 24 DEG E 163.85 FT TO POC RUN NELY ALONG CURVE CONCAVE SELY 157.91 FT S 00 DEG W 162.97 FT TO PT ON CURVE TH RUN SWLY ALONG CURVE CONCAVE TO SE 50.4 FT S 17 DEG W 149.75 FT TO POC TH RUN SLY ALONG CURVE CONCAVE ELY 177.18 FT S 36 DEG E 153.53 FT SLY ALONG CURVE 94.19 FT S 19 DEG W 74.95 FT S 36 DEG W 90.6 FT S 61 DEG W 173.78 FT S 16 DEG W 30.94 FT TO PT ON THE NELY R/W LINE OF BOY SCOUT RD N 24 DEG W ALONG SAID R/W 141.31 FT S 73 DEG E 34.6 FT N 61

DEG E 111.6 FT TO POC TH RUN ALONG CURVE CONCAVE NWLY 114.05 FT N 65 DEG W
11.39 FT N 19 DEG W 16.4 FT N 15 DEG E 12.59 FT N 61 DEG E 2 FT N 28 DEG W 76.12 FT TO
POC TH RUN NWLY & NELY ALONG CURVE CONCAVE ELY 135.77 FT TO POB

(Parcel ID 17-21-28-0000-00-003)

NW1/4 OF NW1/4 SEC 17-21-28

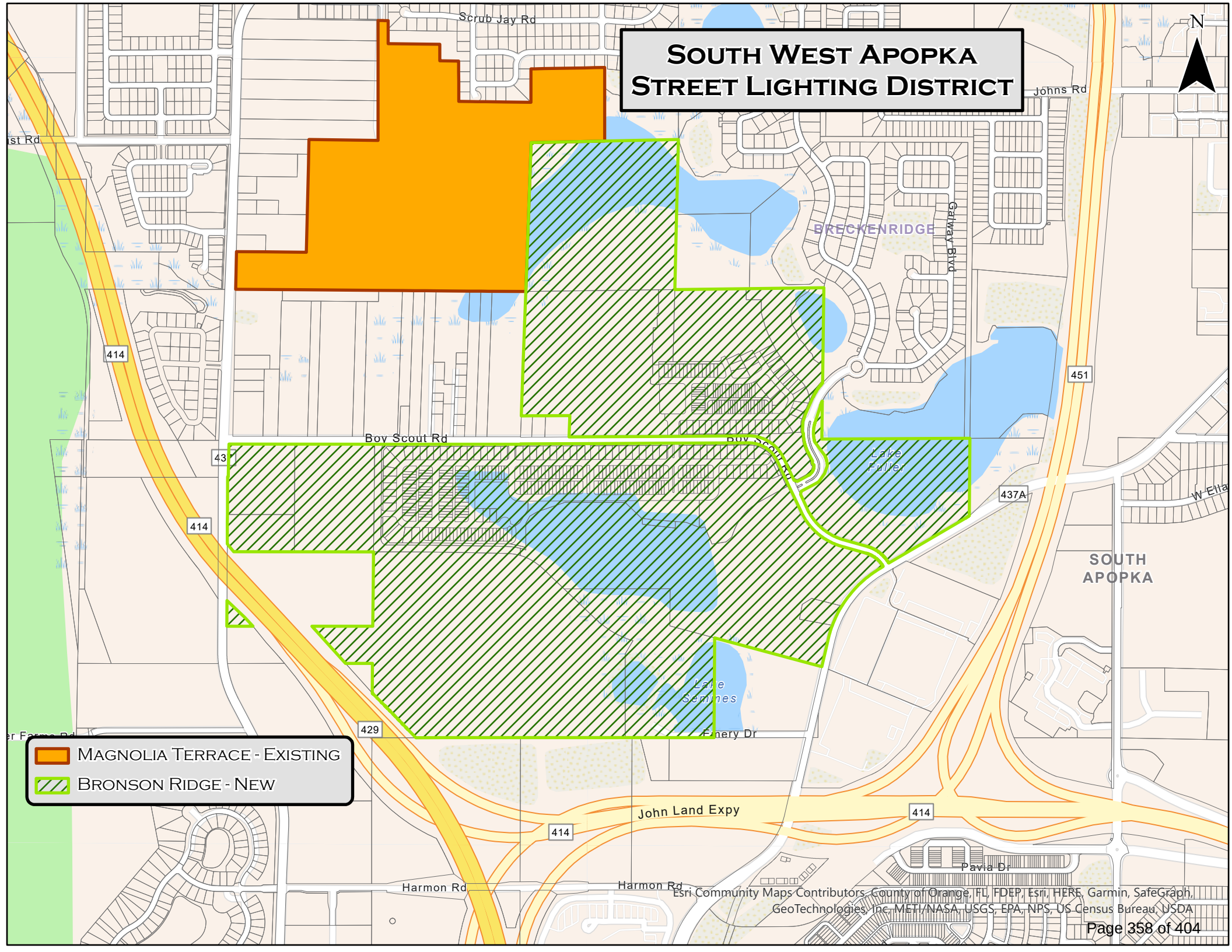
(Parcel ID 18-21-28-0000-00-015)

COMM SE COR OF SW1/4 OF SE1/4 OF SEC 18-21-28 TH N00-33-49E 398.90 FT FOR POB TH
CONT N00-33-49E 264.84 FT S89-56-05W 241.07 FT S42-10-53E 356.16 FT TO POB

SOUTH WEST APOPKA STREET LIGHTING DISTRICT



-  **MAGNOLIA TERRACE - EXISTING**
-  **BRONSON RIDGE - NEW**



SAMPLE LETTERS OF REQUEST FOR AN MSBU
FOR STREETLIGHTING
SUBMIT WITH PRELIMINARY PLAT TO
APOPKA COMMUNITY DEVELOPMENT REVIEW PROCESS

February 13, 2023

Apopka City Council
120 East Main Street
Apopka, Florida 32703

RE: Bronson Ridge Development
 Request for MSBU for a Streetlight District

Honorable Mayor and Commissioners:

We hereby request that the Apopka City Council establish a Municipal Service Benefit Unit (MSBU) for a streetlighting district for Bronson Ridge Development

If you have any questions, please contact me at 561-436-5058.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Little', with a stylized flourish extending to the right.

ALEX LITTLE
MANAGER
Apopka Centerline Development LLC
954-688-5573



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 10.

Meeting Date: December 6, 2023

Department: Administration

SUBJECT:

Resolution No. 2023-34 Extending the East Kelly Park Street Lighting District to include the Wingspan Development.

REQUEST:

Accept the reading and adoption of resolution 2023-04.

SUMMARY:

Resolution 2023-34 provides for the expansion of the East Kelly Park Street Lighting District to include the Wingspan Development and provide for the non-ad valorem rate assessment on real property within the district on an annual basis as authorized by Section 197.3632, Florida Statute for the operation of streetlighting within the district.

FUNDING SOURCE:

Non-Ad Valorem Assessment

RECOMMENDED MOTION:

Adopt Resolution No. 2023-34.

ATTACHMENTS:

1. RES 2023-34 Extending the East Kelly Park Street Lighting District

RESOLUTION 2023-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, SETTING FORTH THE CITY'S INTENT TO EXTEND THE EAST KELLY PARK STREET LIGHTING DISTRICT TERRITORIAL LIMITS TO INCLUDE THE WINGSPAN DEVELOPMENT AND TO USE THE UNIFORM AD VALOREM ASSESSMENT FOR PROPERTIES LYING WITHIN THE EAST KELLY PARK STREET LIGHTING DISTRICT TO FUND STREET LIGHTING SERVICES, FACILITIES, AND PROGRAMS; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE FORWARDED TO THE PROPERTY APPRAISER, TAX COLLECTOR, AND THE FLORIDA DEPARTMENT OF REVENUE IN ACCORDANCE WITH SECTION 197.3632(3)(a), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has received additional planning documents for additional development in the immediate vicinity of the area commonly referred to as the Kelly Park Interchange area;

WHEREAS, the Kelly Park Form Based Code was adopted to create continuity with all future development in the Kelly Park Interchange area and the East Kelly Park Street Lighting District ("EKP Streetlighting District") was created to facilitate street lighting within the districts geographical boundaries to include future street lighting within the district and east of SR 429;

WHEREAS, each development in the area derives a benefit from the other developments in the district by ensuring streetlighting is consistent with the Kelly Park Form Based Code and that street lighting is also provided along the connecting streets and roadways in the Kelly Park Interchange area;

WHEREAS, the City Council of the City of Apopka, Florida, intends to maintain and operate the street lights within the established East Kelly Park Street Lighting District ("District") by imposing assessments ("Assessments") against the real property therein to fund their maintenance and operation; and

WHEREAS, the developer has requested that public street lighting along the public roadways being developed be included in the district; and

WHEREAS, in accordance with Chapter 38, Article III, Code of Ordinances, City of Apopka, and Section 197.3632(3)(a), Florida Statutes, the City advertised its intent to use the uniform method for collecting the assessments weekly in a newspaper of general circulation for four (4) consecutive weeks preceding the Public Hearing held the day hereof;

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City desires to hereby set forth its intent to use the uniform method for collecting the Assessments levied against the real property within the above-described District, more particularly indicated in Exhibit A attached hereto and made a part hereof;

WHEREAS, the City Council of the City of Apopka, Florida, directs the City Clerk to provide copies of the Resolution to the Property Appraiser, Tax Collector, and the Florida Department of Revenue on or prior to January 1, 2023;

NOW, THEREFORE, be it resolved by the City Council of the City of Apopka, Florida as follows:

SECTION I: The foregoing “Whereas” clauses are true and correct, are hereby ratified and confirmed by the City Council, and are incorporated herein and made a part hereof.

SECTION II: The City Council of the City of Apopka hereby confirms its intent to use the uniform method for collecting the Assessments levied against real property located in the City of Apopka, to fund the maintenance and operation of street lighting within the above-described District as referenced in Exhibit A.

SECTION III: The City Council of the City of Apopka hereby finds that a reasonable methodology has been applied in determining which parcels of property in the jurisdictional limits of the City are specially benefited by the District; there is a logical relationship between the street lighting and the benefit received by the parcels of property in the District; each parcel determined to be specially benefited by the street lighting is included in the District; and the unit of measurement fairly and reasonably apportions the street lighting assessment among all parcels in the District proportionate to the special benefit received by each such parcel from the street lighting.

SECTION IV: The City Council of the City of Apopka hereby directs the City Clerk to provide copies of this Resolution to the Property Appraiser, Tax Collector, and the Florida Department of Revenue on or prior to January 1, 2023, by United States Mail, in accordance with Section 197.3632(3)(a), Florida Statutes.

SECTION V: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION VI: If any clause, section, other part of application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

SECTION VII: This Resolution shall become effective immediately upon its passage and adoption.

This Resolution is adopted this ____ day of _____, 2022.

Bryan Nelson

Mayor

ATTEST:

Susan Bone
Deputy City Clerk

APPROVED AS TO FORM:

Clifford Shepard,
City Attorney

EXHIBIT A

EAST KELLY PARK STREET LIGHTING DISTRICT

A Street Lighting District is hereby extended to incorporate all land within the following described area all lying and being within the incorporated limits of the City of Apopka, Florida:

WINGSPAN DEVELOPMENT

THE N 120 FT OF NE1/4 OF SE1/4 OF SE1/4 OF SEC12-20-27 & THE W 350 FT OF N1/2 OF NE1/4 OF SE1/4 OF SE1/4 (LESS N 120 FT) & W 1AC OF N1/2 OF S1/2 OF NE1/4 OF SE1/4 & BEG 331.36 FT S OF NE COR OF S1/2 OF SE1/4 RUN W 390.88 FT S 166.33 FT E 390.88 FT N 166.33 FT TO POB (LESS N 85 FT OF E 150 FT THEREOF & LESS E 30 FT FOR R/W) & BEG 120 FT S & 225 FT W OF NE COR OF SE1/4 OF SE1/4 RUN W 107.76 FT S 212.66 FT E 107.76 FT N 212.66 FT TO POB SEE 5504/1151, and

BEG 120 FT S & 30 FT W OF NE COR OF SE1/4 OF SE1/4 RUN S 112.66 FT W 195 FT N 112.66 FT E 195 FT TO POB IN SEC 12-20-27, and

N 85 FT OF E 150 FT OF N1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SE1/4 OF SEC 12-20-27 (LESS RD R/W ON E), and

S1/4 OF NE1/4 OF SE1/4 OF SE1/4 & N1/4 OF SE1/4 OF SE1/4 OF SE1/4 (LESS N 150 FT OF E 150 FT OF S1/4 OF NE1/4 OF SE1/4 OF SE1/4) & (COMM AT SE COR OF SE1/4 OF SEC 12-20-27 TH N 00-09-57E 497.16 FT ALONG E LINE OF SE1/4 TO ITS INTERCESTION WITH S LINE OF N1/4 OF SE1/4 OF SE1/4 OF SAID SE1/4 TH S88-30-04W 25.63 FT TO W R/W LINE OF CR 437 (PLYMOUTH-SORRENTO RD) FOR POB TH CONT S88-30-04W 36.01 FT TH N00-05-41E 181.58 FT TO S LINE OF N 150 FT OF S1/4 OF NE1/4 OF SE1/4 OF SAID SE1/4 TH N88-35-44E 36.01 FT TO W R/W LINE OF CR 437 TH S00-05-41W 181.52 FT TO POB PER 10803/1152) OF SEC 12-20-27, and

E1/2 OF W1/2 OF SE1/4 OF SE1/4 IN SEC 12-20-27



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 11.

Meeting Date: December 6, 2023

Department: Community Development

SUBJECT:

Resolution Number 2023-37, Extension of the Apopka CRA and Interlocal Agreement with Orange County for the CRA

REQUEST:

Approve Resolution Number 2023-37 amending Resolution Number 2023-35, which was approved by City Council on November 1, 2023.

SUMMARY:

The Apopka Community Redevelopment Agency (CRA) was originally approved by the City of Apopka by Resolution Number 9316 on June 28, 1993. Orange County authorized the Apopka CRA through Resolutions 93-M-38, 93-M-39 and 95-M-25.

On September 26, 1995, the City and Orange County executed an Interlocal Agreement providing for certain matters with respect to the operations of the CRA and providing for a sunset date of January 1, 2024.

On June 21, 2017, the City adopted Resolution Number 2017-10 approving an update to the CRA Redevelopment Plan. On August 29, 2017, Orange County adopted Resolution 2017-M-29 approving those updates to the CRA Redevelopment Plan.

The City of Apopka is requesting an additional three (3) years. As with the original CRA Plan and Finding of Necessity, conditions of slum and/or blighted areas continue to exist within the CRA area, and it finds that the purposes of the CRA and the public health, safety, and welfare will be served by extending the Plan for an additional three (3) years and the option for an additional seven (7) years.

Orange County requested a CRA project timeline for FY 2024 which was provided, and is attached to this report. City staff believe this year's project list and future projects outlined in the established CRA Redevelopment Plan in subsequent years will enable Apopka to establish the CRA District as a completely redeveloped area.

This Resolution Number 2023-37 is to continue the existence of the Apopka CRA and the CRA Redevelopment Plan until January 1, 2027, which reflects the recommendation of Orange County. The option to extend for an additional seven (7) years will be reviewed prior to the completion of the initial three (3) year extension.

In addition to the resolution, an update to the Interlocal Agreement for the CRA is needed. This is also a requirement of Florida Statutes.

The Orange County Board of County Commissioners (OCBCC) is scheduled to hear this request on Tuesday, December 12, 2023 at 9:00 a.m. City staff will also present this request along with specific large item timelines from this fiscal year's budget.

The OCBCC will approve the 3-year extension to the Apopka CRA subject to the following conditions:

- a. The Orange County Government shall be recognized, alongside the City, for any capital improvement projects and other major accomplishments using tax increment funds revenue ("TIF");
- b. Beginning with calendar year 2024, within 90 days of the close of the City's fiscal year, the City shall provide an annual update to the Board regarding the CRA activities and use of the TIF; and
- c. The initial extension of the sunset date shall be to January 1, 2027 (the "Initial Sunset"), with the ability to extend to January 1, 2034 (the "Extended Sunset"), provided, the City shall send written notice of the request to extend the CRA beyond the Initial Sunset to the Deputy County Administrator at least 120 calendar days prior to December 1, 2026, and shall include in such request a list of all CRA Plan projects, completion status, and associated TIF revenues spent on each project since October 1, 2023, calculated as the mean of annual expenditures divided by annual revenues.

The County will base its decision to extend the CRA to the Extended Sunset, in part, on whether the City has expended fifty percent (50%) or more of TIF revenues within the last fiscal year. Should the County choose to extend the CRA to the Extended Sunset, the City will be required to follow the process set forth in Section 163.3161, Florida Statutes, as may be amended, to modify the sunset date of the CRA. Any decision to extend the CRA to the Extended Sunset will not become effective until the Board has approved such Extended Sunset via resolution at a public meeting.

FUNDING SOURCE:

The CRA Redevelopment Trust Fund as established by Ordinance Number 783 on June 18, 1993.

RECOMMENDED MOTION:

Approve Resolution Number 2023-37 for the extension of the Apopka Community Redevelopment Agency for an additional three (3) years, and the option to extend for an additional seven (7) years to be reviewed by the City of Apopka and Orange County prior to the completion of the initial three (3) year extension.

ATTACHMENTS:

1. Resolution 2023-37 (RGK Edits)
2. First Amendment to Interlocal Agreement Final 12-1-23
3. CRA Resolution 2023-03 3-year extension CRA 12-6-23 (RGK edits)

RESOLUTION NO. 2023-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA APPROVING EXTENSION OF THE APOPKA COMMUNITY REDEVELOPMENT AGENCY'S TERMINATION DATE; MODIFYING THE APOPKA COMMUNITY REDEVELOPMENT PLAN'S TERMINATION DATE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on or about June 28, 1993, the City of Apopka, Florida (the "City") adopted Resolution No. 9316, creating the Apopka Community Redevelopment Agency (the "CRA") and adopting the Apopka Community Redevelopment Plan (the "Plan"); and

WHEREAS, the City's creation of the CRA and operations related thereto were duly authorized by Orange County (the "County") via Resolutions 93-M-38, 93-M-39, and 95-M-25, as required by Fla. Stat. 163.410; and

WHEREAS, on or about September 26, 1995, the City, CRA, and County executed that certain Interlocal Agreement between Orange County, Florida, the City of Apopka, Florida, and the Apopka Community Redevelopment Agency (the "Interlocal Agreement") providing for certain matters with respect to the operations of the CRA and providing a sunset date of January 1, 2024; and

WHEREAS, on or about June 21, 2017, the City adopted Resolution 2017-10 approving certain modifications to the Plan; and

WHEREAS, on or about August 29, 2017, the County adopted Resolution 2017-M-29 approving the City's modifications to the Plan; and

WHEREAS, on or about November 1, 2023, the City adopted Resolution 2023-35 approving the extension of the CRA termination date; and

WHEREAS, on or about November 8, 2023, the County demanded that the City amend Resolution 2023-35 to change the termination date to a three (3) year period with an option for an additional seven (7); and

WHEREAS, the City Council finds conditions of slum and/or blighted areas continue to exist within the CRA area, and finds that the purposes of the CRA and the public health, safety, and welfare will be served by extending the Plan for an additional three (3) years, with the option for an additional seven (7) years to be determined prior to the completion of the three (3) year extension subject to the conditions contained herein.

WHEREAS, in accordance with the Plan and enacting resolutions, the initial term of the CRA and Plan is set to sunset on January 1, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

APOPKA, FLORIDA THAT:

Section 1. The foregoing recitals are hereby verified as true and correct and are adopted as a material part of this Resolution.

Section 2. The City Council hereby adopts and approves the continued existence of the CRA and the Plan and to extend the duration of each until January 1, 2027 (the “Initial Sunset”), provided that:

- a. The City recognizes Orange County Government for any capital improvement projects and other major accomplishments using tax increment funds revenue (“TIF”);
- b. Beginning with calendar year 2024, within 90 days of the close of the City’s fiscal year, the City shall provide an annual update to the County Board of Commissioners regarding the CRA activities and use of the TIF; and
- c. The City shall send written notice of the request to extend the Initial Sunset to January 1, 2034, to the Deputy County Administrator at least 120 calendar days prior to December 1, 2026, and shall include in such request a list of all CRA Plan projects, completion status, and associated TIF revenues spent on each project since October 1, 2023, calculated as the mean of annual expenditures divided by annual revenues.

Section 3. The City Council hereby resolves the City, CRA, and County to execute an amendment to the Interlocal Agreement incorporating the conditions set forth in Section 2, above, and providing for and authorizing the CRA and the Plan extension to January 1, 2027 with the option for an additional seven (7) years to be determined prior to the completion of the three (3) year extension; and.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, determined invalid, void, voidable, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining Resolution unless the purpose of this Resolution is frustrated thereby.

Section 5. This Resolution shall take effect immediately upon adoption.

ADOPTED this ____ day of _____ 2023, by the City Council of the City of Apopka, Florida.

CITY OF APOPKA, FLORIDA

BRYAN NELSON, MAYOR

ATTEST:

SUSAN BONE, CITY CLERK

**FIRST AMENDMENT TO INTERLOCAL REDEVELOPMENT AGREEMENT
BETWEEN ORANGE COUNTY, FLORIDA, THE CITY OF APOPKA, FLORIDA
AND THE APOPKA COMMUNITY REDEVELOPMENT AGENCY**

This First Amendment to Interlocal Redevelopment Agreement (the “First Amendment”) is entered into as of the date of last execution below, by and among ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the “County”); the CITY OF APOPKA, a Florida municipal corporation (the “City”); and the APOPKA COMMUNITY REDEVELOPMENT AGENCY, a public entity authorized and existing under Chapter 163, Part III of the Florida Statutes (the “CRA”) (collectively the “Parties”).

RECITALS

A. On or about June 28, 1993, the City of Apopka, Florida adopted Resolution No. 9316 creating the Apopka Community Redevelopment Agency (the “CRA”), approving an advisory board to the CRA, and adopting a Community Redevelopment Plan, and subsequently the City adopted Ordinance No. 783, creating the Community Redevelopment Trust Fund and granting the CRA the power to prepare and implement an interlocal agreement between the City, the County, and the CRA.

B. The City’s creation of the CRA and operations related thereto were duly authorized by Orange County via County Resolutions 93-M-38, 93-M-39, 95-M-25 and 2017-M-29 (collectively, the “County Resolutions”), as required by Section 163.410, Florida Statutes.

C. The County Resolutions provided for the Parties to execute an interlocal agreement providing for certain matters related to operation of the CRA, and the Parties accordingly executed on or about September 26, 1995, that certain Interlocal Redevelopment Agreement Between Orange County, Florida, the City Apopka, Florida, and the Apopka Community Redevelopment Agency, a copy of which is attached hereto as **Exhibit “A”** (the “Interlocal Agreement”).

D. The City and the CRA have approved that certain First Amendment to Apopka Community Redevelopment Plan (the “CRA Plan Amendment”) extending the CRA Plan for ten (10) years beyond expiration of the initial thirty (30) year term of the CRA Plan, **and the effectiveness of such extension is contingent upon County approval.**

E. Consistent with the initial thirty (30) year term of the CRA Plan, Paragraph 4.A. of the Interlocal Agreement provides for payment by the County of tax increment revenue into the CRA Trust Fund “in no event later than January 1, 2024,” and the City has therefore requested an amendment of the Interlocal Agreement to permit the ten (10) year extension of the CRA Plan.

F. The County has agreed to extend the CRA Plan for an initial term of three (3) years, with the option to extend an additional seven (7) years subject to the following:

- a. Orange County Government shall be recognized, alongside the City, for any capital improvement projects and other major accomplishments using tax increment fund revenue (“TIF”);
- b. Beginning with calendar year 2024, within 90 days of the close of the City’s fiscal year, the City shall provide an annual update to the County regarding the CRA activities and use of the TIF; and
- c. The initial extension of the sunset date shall be to January 1, 2027 (the “Initial Sunset”), with the ability to extend to January 1, 2034 (the “Extended Sunset”), provided, the City shall send written notice of the request to extend the CRA beyond the Initial Sunset to the Deputy County Administrator at least 120 calendar days prior to December 1, 2026, and shall include in such request a list of all CRA Plan projects, completion status, and associated TIF revenues spent on each project since October 1, 2023, calculated as the mean of annual expenditures divided by annual revenues.

The County will base its decision to extend the CRA to the Extended Sunset, in part, on whether the City has expended fifty percent (50%) or more of annual TIF revenues (City and County payment only) within the last fiscal year, and has expended fifty percent (50%) or more of total TIF revenues (including roll over) during the three year extension period. Should the County choose to extend the CRA to the Extended Sunset, the City will be required to follow the process set forth in Section 163.3161, Florida Statutes, as may be amended, to modify the sunset date of the CRA. Any decision to extend the CRA to the Extended Sunset will not become effective until the Board has approved such Extended Sunset via resolution at a public meeting.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, the mutual promises herein contained and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Recitals.** The above recitals are true and correct and are incorporated as material provisions into this First Amendment.

2. **Interlocal Agreement Amendment.** Paragraph 4.A. of the Interlocal Agreement is hereby amended to read as follows:

Orange County shall, by January 1, of each year, commencing January 1, 1995, pay to the City's Community Redevelopment Trust Fund, for so long as the Community Redevelopment Agency implements or is preparing for, or is in the process of implementing the Community Redevelopment Plan, but in no event later than January 1, 2027, the tax increment as calculated pursuant to §163.387(1), Florida Statutes.

3. **No Other Effect.** All other terms, conditions and obligations of the City, the CRA and the County contained in the Interlocal Agreement shall remain unaltered and in full force and effect.

4. **Effective Date.** This First Amendment shall be effective as of the date last executed by the Parties and approved by their respective governing boards, whichever occurs latest.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed on the dates provided below.

[Signatures on following page]

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CITY COMMISSION
APOPKA, FLORIDA

By: _____
Bryan Nelson
Mayor

Date: _____

APOPKA COMMUNITY
REDEVELOPMENT AGENCY

By: _____

Board Member

Date: _____

EXHIBIT “A”
COPY OF ORIGINAL INTERLOCAL AGREEMENT

**CITY OF APOPKA
COMMUNITY REDEVELOPMENT AGENCY
RESOLUTION NO. 2023-03**



A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF APOPKA, FLORIDA, RECOMMENDING APPROVAL TO THE APOPKA CITY COUNCIL OF RESOLUTION NUMBER 2023-37 FOR THE THREE-YEAR EXTENSION OF THE CRA TO ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about June 28, 1993, the City of Apopka, Florida (the “City”) adopted Resolution No. 9316, creating the Apopka Community Redevelopment Agency (the “CRA”) and adopting the Apopka Community Redevelopment Plan (the “Plan”); and

WHEREAS, the City’s creation of the CRA and operations related thereto were duly authorized by Orange County (the “County”) via Resolutions 93-M-38, 93-M-39, and 95-M-25, as required by Fla. Stat. 163.410; and

WHEREAS, on or about September 26, 1995, the City, CRA, and County executed that certain Interlocal Agreement between Orange County, Florida, the City of Apopka, Florida, and the Apopka Community Redevelopment Agency (the “Interlocal Agreement”) providing for certain matters with respect to the operations of the CRA and providing a sunset date of January 1, 2024; and

WHEREAS, on or about June 21, 2017, the City adopted Resolution 2017-10 approving certain modifications to the Plan; and

WHEREAS, on or about August 29, 2017, the County adopted Resolution 2017-M-29 approving the City’s modifications to the Plan; and

WHEREAS, on or about December 6, 2023, the CRA will recommend to the Apopka City Council to approve the adoption of Resolution Number 2023-37 approving the extension of the CRA termination date for an additional three-years subject to the conditions contained herein.

NOW, THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of Apopka, Florida, as follows:

Section 1. The foregoing recitals are hereby verified as true and correct and are adopted as a material part of this Resolution.

Section 2. The City of Apopka CRA hereby adopts and approves the continued existence of the CRA and the Plan and extends the duration of each until January 1, 2027 (the “Initial Sunset”), provided that:

- a. The City recognizes Orange County Government for any capital improvement projects and other major accomplishments using tax increment funds revenue (“TIF”);
- b. Beginning with calendar year 2024, within 90 days of the close of the City’s fiscal year, the City shall provide an annual update to the County Board of Commissioners

- regarding the CRA activities and use of the TIF; and
- c. The City shall send written notice of the request to extend the Initial Sunset to January 1, 2034, to the Deputy County Administrator at least 120 calendar days prior to December 1, 2026, and shall include in such request a list of all CRA Plan projects, completion status, and associated TIF revenues spent on each project since October 1, 2023, calculated as the mean of annual expenditures divided by annual revenues.

Section 3. The City of Apopka CRA hereby recommends approval of Resolution Number 2023-37 to the City of Apopka City Council to execute an amendment to the Interlocal Agreement incorporating the conditions set forth in Section 2, above, and providing for and authorizing the CRA and the Plan extension to January 1, 2027, with the option for an additional seven (7) years to be determined prior to the completion of the three (3) year extension

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is, for any reason, determined invalid, void, voidable, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining Resolution unless the purpose of this Resolution is frustrated thereby.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 6th day of December, 2023, by the Community Redevelopment Agency of the City of Apopka., Florida.

ATTEST:

Bryan Nelson, Chairman
City of Apopka, Florida

Susan Bone, City Clerk



City of Apopka CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

Item #: 12.

Meeting Date: December 6, 2023

Department: Finance Department

SUBJECT:

Resolution No. 2023-40 - Amending Ordinance No. 873; Amending and Restating the Investment/Portfolio Policy of the City of Apopka

REQUEST:

Adoption of Resolution 2023-40, amending Ordinance No. 873; amending and restating the Investment/Portfolio Policy of the City of Apopka

SUMMARY:

On October 18, 2023, the City's Investment Advisor, Morgan Stanley, presented the proposed changes and revisions to the City's Investment Policy for Council review and consideration. The presentation included an overview of the following topics:

Investment Policy Review
Investment Policy Framework
Investment Program - Current Holdings and Samples
Investment Program - Long-Term Goal
Investment Program - Implementation

Resolution No. 2023-40 includes the comments and recommended revisions proposed by the Council and is ready for final adoption.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Adoption of Resolution No. 2023.40 amending Ordinance No. 873; amending and restating the Investment/Portfolio Policy of the City of Apopka

ATTACHMENTS:

1. Resolution No. 2023-40 Amending and Restating the City of Apopka Investment Policy
2. City of Apopka Investment Policy Amended and Restated

RESOLUTION NO. 2023-40

**A RESOLUTION OF THE CITY OF APOPKA, FLORIDA
AMENDING ORDINANCE NO. 873; AMENDING THE
INVESTMENT/PORTFOLIO POLICY OF THE CITY OF
APOPKA TO COMPLY WITH SECTION 218.415,
FLORIDA STATUTES; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Apopka, Florida, adopted Ordinance No. 873 on February 15, 1995; and

WHEREAS, Ordinance No. 873 established an Investment/Portfolio Policy for the City of Apopka; and

WHEREAS, Ordinance No. 873 provides that the Investment/Portfolio Policy of the City of Apopka may be amended by resolution; and

WHEREAS, the Investment/Portfolio Policy of the City of Apopka has been amended by subsequent resolutions; and

WHEREAS, Section 218.415, Florida Statutes, deals with local government investment policies and provides mandatory provisions for when local governments adopt written investment policies; and

WHEREAS, Section 218.415, Florida Statutes, has been amended since the adoption of Ordinance No. 873; and

WHEREAS, the Investment/Portfolio Policy of the City of Apopka requires certain revisions in order to remain consistent with Section 218.415, Florida Statutes.

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

SECTION 1. The Investment/Portfolio Policy is hereby revised and restated as attached hereto and incorporated herein as Exhibit "A."

SECTION 2. This Resolution shall constitute authorization for investment of surplus funds in those investment vehicles identified in Section 718.415 (16).

SECTION 3. Liberal Construction. Inasmuch as the provisions of this resolution are for the public welfare, this resolution shall be liberally construed to achieve its purpose and intent.

SECTION 4. Severability of provisions. Should any section or any part of any

section of this resolution be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section or any other part of any section of this resolution.

SECTION 5. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 6. Effective Date. This resolution shall take effect immediately upon passage and adoption.

This Resolution is adopted this ____ day of _____, 2023.

Bryan Nelson
Mayor

ATTEST:

Susan Bone
City Clerk

APPROVED AS TO FORM:

Clifford B. Shepard,
City Attorney

CITY OF APOPKA, FLORIDA
INVESTMENT POLICY
AMENDED AND RESTATED



Approved: December 6, 2023

City of Apopka, Florida

Table of Contents

	Page
I. PURPOSE	x
II. SCOPE	x
III. INVESTMENT OBJECTIVES	x
IV. DELEGATION OF AUTHORITY	x
V. STANDARDS OF PRUDENCE	x
VI. ETHICS AND CONFLICTS OF INTEREST	x
VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES	x
VIII. CONTINUING EDUCATION	x
IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS	x
X. MATURITY AND LIQUIDITY REQUIREMENTS	x
XI. RISK AND DIVERSIFICATION	x
XII. MASTER REPURCHASE AGREEMENT	x
XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS	x
XIV. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS	x
XV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION	x
XVI. PERFORMANCE MEASUREMENTS	x
XVII. REPORTING	x
XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS	x
XIX. INVESTMENT POLICY ADOPTION	x
ATTACHMENT A Glossary of Cash and Investment Management Terms	
ATTACHMENT B: Investment Pool/Fund Questionnaire	

I. PURPOSE

The purpose of this Investment Policy ("Policy") is to set forth the investment objectives and parameters for the management of public funds of the City of Apopka, Florida (hereinafter "City"). This Policy is designed to ensure the prudent management of public funds, the availability of operating funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

The investment policy shall apply to funds under the control of the City of Apopka in excess of those required to meet current expenses. The investment policy shall not apply to pension funds or funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

This policy is applicable, but not limited to, the funds listed below:

General Fund

Special Revenue Funds

Capital Projects Funds

Enterprise Funds

Trust and Agency Funds

Debt Service Funds

Any new fund created, unless specifically exempt.

III. INVESTMENT OBJECTIVES

Safety of Principal - The foremost objective of this investment program is the safety of the principal of those funds within the portfolio. This policy requires diversification in both issuing institutions as well as security types in support of this objective. Investment transactions shall seek to be consistent with the other investment objectives, which are to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value.

From time to time, securities may be purchased at a premium or traded for other securities to improve yield, maturity, or credit risk. For these transactions, a loss may be incurred for accounting purposes to achieve optimal investment return, provided any of the following occurs with respect to the replacement security:

- A. The yield has been increased, or
- B. The maturity has been reduced or lengthened, or
- C. The quality of the investment has been improved.

Maintenance of Liquidity - The portfolio shall be managed to ensure that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV. DELEGATION OF AUTHORITY

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures so established. The City may appoint an outside discretionary investment manager as “Agent” for designated components of the funds invested under this Investment Policy.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by the Finance Director and their designee shall be the “Prudent Person” standard and shall be applied in the context of managing an overall portfolio. Finance Director and their designee acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectation are reported in a timely fashion to the Mayor, City Manager and City Council and the liquidity and the sale of securities are conducted in accordance with the terms of this policy.

The “Prudent Person” rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by Finance Director and their designee who are officers or employees is the “Prudent Person” standard, any person or firm hired or retained as “Agent” to invest, monitor, or advise concerning these assets shall be held to the higher standard of “Prudent Expert.” The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Agent shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or impairs their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interest that could be related to the performance of the City’s investment portfolio.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The internal controls and investment procedures are designed to protect the City’s investment assets and ensure proper accounting and reporting of the transactions related thereto. Such controls and procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms

of this policy and the procedures established by the City Finance Director. Such internal controls and investment procedures shall include, but not be limited to the following:

A. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name for the account of the City of Apopka and shall be held by a third-party custodian as evidenced by safekeeping receipts.

B. Trust Receipt and Confirmation

The Finance Director and or their designee may receive bank trust receipts or statements in return for investment of surplus funds in securities. Any trust receipt or statements received must enumerate the various securities held, together with the specific number of each security held.

C. Reporting Requirements

The Finance Director and or their designee shall prepare periodic investment reports and make these reports available to the Mayor, City Manager, and City Commissioners a minimum of four times a year. Reports shall include securities in the portfolio by type, book value, coupon, and maker value as of the report dates. Reports shall be available to the public.

D. Performance Measurements

The City's portfolio shall be designed to attain a market rate of return taking into account risk constraints and cash flow requirements. Performance shall be measure not less than quarterly with the use of periodic reports. These reports shall include appropriate information necessary to evaluate the portfolio. The measurement focus shall be the portfolio as a whole versus individual investments.

E. Diversification

The City will diversify its investments by security type and institution. With the exception of United States Treasury Securities, United States Federal Agency Securities, and United States Government Sponsored Enterprise Securities, no more than 50% of the City's total investment portfolio may be invested in a single security type or with a single financial institution, as further specified in Section XV herein. No transaction needs to be initiated when required portfolio cash flows may temporarily cause the maximum holdings in a category to exceed the established limit. Any transaction after such occurrence shall work toward returning to compliance. Diversification strategies shall be determined and revised periodically by the Finance Director and their designee.

F. Thresholds

City cash deposits over ten million dollars into new or existing non-negotiable interest-bearing time certificates of deposit, demand deposit accounts or savings accounts in banks organized under the laws of the State of Florida and in national banks organized under the laws of the United States and doing business and situated in the State of Florida will be approved by City Commissioners.

VIII. CONTINUING EDUCATION

The Finance Director and their designee shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Finance Director and their designee shall only purchase securities from approved security broker/dealers selected by credit worthiness that are authorized to provide investment services in the State of Florida. These may include “primary” dealers or regional dealers that qualify under the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by the Chief Financial Officers of the State of Florida.

The City’s Investment Advisory Agent shall utilize and maintain its own list of approved primary and non-primary securities dealers.

Finance Director and their designee shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York. For the investment of debt proceeds, Financial Institutions shall be selected pursuant to the debt covenants.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants. The weighted average effective duration of the portfolio shall not exceed three (3) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreements.

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold.

XII. MASTER REPURCHASE AGREEMENT

The Finance Director and their designee will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the Master Repurchase Agreement.

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. The City shall restrict use of derivatives to floating rate instruments referencing a commonly used short-term interest rate index, such as the Secured Overnight Financing Rate (SOFR), with a fixed spread to that index.

A Reverse Repurchased Agreement is the selling rather than buying of a Repurchase Agreement by the City. It is not commonly used as it represents a source of funds rather than the investment of funds. However, certain market conditions may arise where the selling of securities necessary to raise

liquidity is disrupted and the use of Reverse Repurchase Agreements may offer a more efficient mechanism to raise funds. Such an Agreement would require a presentation and approval by the City Council of the specific terms and reasons for the recommendation of the use of such an agreement.

XIV. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

The City shall seek to assure best price execution using financial market information systems, competitive bidding, comparisons to current market prices on related instruments, as well as the fiduciary trading desk of its Investment Advisory Agent. Information used to determine best price execution shall be recorded in the records of the transaction. Periodically, backward looking examinations of market pricing transparency systems or logs of market transactions should be used to verify the degree to which purchase processes are resulting in competitive prices.

When executing security transactions directly, the Finance Director, shall seek at least three competitive bids when practicable. If the security is issued in primary markets at par, the Finance Director should record a rational basis for the broker-dealer selected. In all other cases, comparable security pricing and the next best alternative should be recorded.

XV. AUTHORIZED INVESTMENTS, DEPOSITS AND PORTFOLIO COMPOSITION

Florida Statutes makes distinctions between authorized investments, participation in Local Government Investment Pools (LGIPs), and Qualified Public Deposits (QPDs). The proscribed list of authorized investments is provided for in Chapter 218.415 F.S. Participation in LGIPs formed under the Florida Interlocal Cooperation Act, is provided for in Chapter 163.01 F.S. Deposits in qualified public depositories, is provided for in Chapter 280.02, F.S.

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, Finance Director and their designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City's third-party custodian.

Should the City qualify as a Qualified Institutional Buyer (QIB), the City may purchase such registrations allowable to QIBs that are otherwise authorized investment in this Investment Policy.

The City recognizes Standard & Poor's, Moody's, and Fitch as its designated Nationally Recognized Statistical Rating Organizations (NRSRO). Credit Rating Equivalencies are determined by the highest rating of the three designated NRSRO. The chart indicates the minimal NRSRO rating required for that Credit Ratings Equivalency. Ratings on issues are prioritized over ratings on full guarantors which are prioritized over ratings on issuers. For money market instruments, short-term ratings are prioritized over long-term ratings. For non-money market instruments, long-term ratings are prioritized.

Rating Equivalencies	Scale	Standard & Poor's	Moody's	Fitch
AAA	Long-Term	AAA	Aaa	AAA
	Short-Term	A1+		F1+
	Short-Duration Funds	AAAf	Aaa-bf	AAAf
	Money Market Funds	AAAm	Aaa-mf	AAAmmf
AA	Long-Term	AA-	Aa3	AA-
	Short-Term	A1	P1	F1
	Short-Duration Funds	AAf	Aa3-bf	AAf
	Money Market Funds	Aam	Aa-mf	AAmmf
A	Long-Term	A-	A3	A-
	Short-Term	A2	P2	F2
	Short-Duration Funds	Af	A3-bf	Af
	Money Market Funds	Am	A-mf	Ammf

The following are the guidelines for investments and limits on security types, issuers, and maturities. The Finance Director and their designee shall have the option to further restrict investment percentages from time to time based on market conditions. The percentage allocation requirements for investment types and issuers are calculated based on the original cost and at the time of purchase of each investment. Investments not listed in this policy are prohibited.

Security Type	Minimum Rating Equivalency	Maturity Limits	Maximum Allocation Limits	Maximum Issuer Limit
Florida PRIME	AAA	1 day	35%	35%
United States Government	A	5 years	100%	100%
United States Agencies	A	5 years	100%	50%
United States Instrumentalities (GSEs)	A	5 years	75%	50%
Repurchase Agreements	A	90 days	50%	20%
Corporate Notes, Commercial Paper, Bankers Acceptances, Repurchase Agreements, and Securitized Certificates of Deposit	AAA	3 years	50%	5%
	AA	2 years	25%	5%
	A	270 days	15%	5%
	All Ratings		50%	
State & Local Government Debt	A	3 years	50%	5%
Government Money Market Mutual Funds	AAA	1 day	50%	25%
Prime Money Market Mutual Funds	AAA	1 day	50%	25%
Bond Funds	AAA	2 years *	20%	5%
Intergovernmental Investment Pools (LGIPs)	AAA	30 days	60%	40%

Depository Types						
Stacked FDIC Depository Programs	QPD (Conduit Bank)	180 days	25%			25%
Non-Negotiable Time Deposits	QPD	2 years	25%			10%
Demand Deposits & Money Market Accounts	QPD	1 day	100%			50%

* Note - bond fund durations must be less than 2 years, shares must have next day liquidity

Due Diligence Requirements – A thorough review of Florida PRIME or any Intergovernmental Investment Pool is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, which cover the major aspects of any investment pool/fund.

XVI. PERFORMANCE MEASUREMENTS

For comparative purposes, the City shall measure its investment performance to the FLSTAR Investment Pool.

XVII. REPORTING

The Finance Director and their designee shall provide the Mayor, City Manager and City Commissioners with monthly investment reports. Schedules in the monthly report should include the following but not limited to:

1. A listing of individual securities held at the end of the reporting period
2. Percentage of available funds represented by each investment type
3. Coupon, discount or earning rate
4. Average life or duration and final maturity of all investments
5. Par value and market value

On an annual basis, the Finance Director and their designee shall prepare and submit to the Mayor, City Manager, and City Commissioners a written report on all invested funds. The annual report shall include, but not limited to, the following: a complete list of all invested funds, name, or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, and the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

All securities, except for certificates of deposits, shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by; the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The City will execute third party custodial agreement(s) with its bank(s) and depository institution(s). Such agreements may include letters of authority from the City with details as to the responsibilities of each party, method of notification of security purchases, sales, delivery, and procedures related to

repurchase agreements and wire transfers, safekeeping and transaction costs, procedures in case of wire failure or other unforeseen mishaps and describing the liability of each party.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the City and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, which shall be made from safekeeping, shall be permitted unless by such a duly authorized person. The custodian shall provide the City with safekeeping reports that provide detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XVIII. INVESTMENT PROCEDURES

- The Finance Director and or their designee will communicate short- and long-term financial goals to the Investment Advisor.
- The Finance Director and or their designee will communicate current and future cash flows and budget outlooks to the Investment Advisor.
- The Investment Advisor will examine portfolio characteristics, risks, performance, and its performance expectations given market outlooks.
- The Investment Advisor will create and present an investment portfolio strategic plan to the Finance Director and or their designee. The plan will include general strategies including interest rate cycles, determine risk tolerance and appropriate asset allocation.
- The Finance Director and or their designee shall establish a custodian account.
- The Investment Advisor shall execute trades, follow through delivery vs. payment settlement of trade at custodial account.
- The Investment Advisor will provide daily portfolio compliance and monthly and annual reporting to the City.

The Finance Director and or their designee will book all trades in the City's general ledger and process necessary accounting and audits of the portfolio

XIX. INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by the City Council and shall become effective on the date so designated.

Attachment A

Glossary of Cash and Investment Management Terms

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor, also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web-based auction system. This program is in addition to the variety of other discount note maturities, with rates posted daily, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (noncallable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30- year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30- year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the

Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

BAML. Bank of America Merrill Lynch.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC (as opposed to bearer or physical securities). The trend is toward a certificate free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. Most securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are at par but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least five business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value.

Convexity. A measure of the asymmetry in a bond's price sensitivity to changing interest rates. Positive Convexity indicates a greater appreciation in a bond's price given a downward change in interest rates relative to its change in price resulting from an increase in interest rates of the same magnitude.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two-party financial transaction. "Counterparty risk" refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price) but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for

securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities).

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2- or 3-year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest-bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duration. The weighted average maturity of a security or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also various kinds of duration used for different purposes (e.g., Macaulay Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers, and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively owned lending institutions that provides credit services to farmers, agricultural cooperatives, and rural utilities. The FFCBs function as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also, issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also, issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage-backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also, issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packed together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also, issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the twelve distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven-member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes. Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually, large issues are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of

mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

ICE. The ICE BofAML Fixed Income Indices track the performance of the global investment grade, highyield and emerging debt markets. In addition to the flagship global, regional, and country specific indices, more than 4,000 ICE BofAML indices segment the markets into smaller segments based on sector, rating, maturity, etc.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. Control of collusion - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial safekeeping - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical delivery securities - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. Written confirmation of transactions for investments and wire transfers - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. Development of a wire transfer agreement with the lead bank and third-party custodian - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bids and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period. Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5 years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities and underwritten by a variety of broker/dealers (as

opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage-Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate.

The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some nonqualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

National Association of Securities Dealers (NASD). Organization of brokers and dealers who trade securities in the United States, supervised by the SEC, and which provides regulatory exams for industry participants.

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

NRSRO. A “Nationally Recognized Statistical Rating Organization.” A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody’s. Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the “prudent person” standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository. Per Florida Statute 280, means any bank, saving bank or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.
2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.
4. Meets all requirements of F.S. 280

5. Has been designed by the Treasurer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is sold, as compared to “unrealized gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills. FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes. FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion. The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third-party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor’s investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of monies for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and “strips” description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Swap. Trading one asset for another.

TAP Notes. Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB’s traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5 and 10 year) will remain open for the calendar quarter, after which they will be closed, and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA’s net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also, a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to ensure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a timeline. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."

Attachment B

Investment Pool/Fund Questionnaire

Prior to investing in a money market fund/local government investment pool, proper due diligence is required.

General Fund/Pool Information:

1. Does the fund/pool attempt to maintain a stable net asset value or floating net asset value?
2. How is interest distributed, and how are gains and losses treated?
3. How often are statements and portfolio holdings distributed?
4. Is the fund/pool eligible for bond proceeds and/or will it accept such proceeds?

Oversight:

5. What are the fund/pool ratings by the Nationally Recognized Statistical Rating Organizations such as S&P, Moody's, Fitch, Kroll, etc.?
6. What are the eligible investment securities, and a written statement of investment policy and objectives?
7. How are the securities safeguarded (including the settlement processes)? How often are the securities priced? How often is the fund/pool audited?
8. Is there any additional oversight outside of the Board of Trustees?

Fund/Pool Statistics:

9. What is the current sector allocation of the fund/pool?
10. What is the fee schedule, and how and when is it assessed?

Liquidity:

11. Does the fund/pool follow GASB 79?
12. Does the fund/pool have any liquidity fees? If so, describe the terms.
13. Does the fund/pool have redemption gates? If so, describe them.

Investor Requirements:

14. Who may invest in the program, how often, what size deposit and withdrawal are allowed.
15. Is there a limit regarding investor concentration? If so, what is it?