



APOPKA CITY COUNCIL AGENDA

February 7, 2024 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. Regular City Council Meeting Minutes of January 17, 2024.

AGENDA REVIEW

PROCLAMATION

1. Commissioner Alonzo Williams, Jr. Remembrance
Presented by: Mayor Nelson

PRESENTATION

1. 2024 Apopka Proud Concert
Presented by: Bryan Nelson, Mayor
2. Northwest Recreation Complex Athletic Fields Update
Presented by: Radley Williams, Recreation Director
3. APD Special Needs Registry
Presented by: Mike McKinley, Police Chief

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. Execute Release of Code Enforcement Lien for 1228 Ustler Road
2. Execute Release of Code Enforcement Lien for 151 W Orange Street
3. Authorize the City Administrator to sign Amendment #1 to Resilient Florida Vulnerability Assessment Grant #22PLN16.

4. Authorize the City Administrator to sign Oak Pointe South – Entrance Signage Easement.
5. Authorize the issuance of evaluated and sole source memos: Fusus Inc.
6. Authorize the execution of piggyback contracts for the assigned terms: City Electric Supply Company, Walmart Inc., Pure Technologies U.S. Inc, Wind River Environmental d/b/a Brownie's Septic and Plumbing, BLD Services, LLC., Tavares ACE Hardware, Core and Main LP, Howard Technology Solutions, Hydra Services, Inc.

BUSINESS (Action Item)

1. Apopka Townhomes – Plat
Owner(s): Hannibal Square Community Land Trust, Inc.
Applicant(s): Harris Civil Engineers, LLC c/o Richard A. Lis, P.E.
Location: North of Seventh Street, south of East Street and west of Alabama Avenue
Project: 24 townhome units; 2.51 acres
Density: 9.6 dwelling units per acre
Project Manager: Jean Sanchez
Presented by: Jean Sanchez, Senior Planner
2. Kelly Industrial Park - Major Development Plan
Owner(s): Lit Cadence West Kelly Phase I LLC
Applicant(s): Florida Engineering Group, Inc. c/o Sam J. Sebaali, P.E., President
Location: 3620 West Kelly Park Road
Project: Industrial Park
Density/Intensity: 0.39 floor area ratio (FAR) proposed; 0.1 FAR minimum required and 0.5 FAR maximum permitted
Project Manager: Jean Sanchez
Presented by: Jean Sanchez, Senior Planner
3. Re-Appointment of a member to the Apopka Planning Commission for a three-year term

Presented by: James Hitt, Community Development Director
4. 451 Commerce Park Transportation Impact Fee Agreement Amendment

Presented by: Pamela Richmond, Transportation Coordinator
5. Youth Sports Partner Program Agreement - Apopka Little League Inc.

Presented by: Radley Williams, Recreation Director
6. Proposed Investment Portfolio Composition by Security Type

Presented by: Blanche Sherman, Finance Director

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance Number 3041 - Quasi-Judicial - Change of Zoning - 135 Hermit Smith Road - Item was readvertized as Ordinance No. 3045 on January 26, 2024.
Owner(s): Marilyn S Boughan Trust
Applicant(s): Lowndes Law Firm c/o Logan Opsahl, Esq
Location: 135 Hermit Smith Road
Project: 135 Hermit Smith Road Rezoning
Density: N/A
Project Manager: Jun Ik Sohn, Ph.D.
Presented by: Jun Sohn, Planner

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 January 17, 2024 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
- Attorney Cliff Shepard

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE: Commissioner Smith provided the Invocation, led in the Pledge of Allegiance, and gave the Fact of the Day: On January 17, 1916, a group of professional golfers and several leading amateur golfers, gathered at the Taplow Club in New York City, in a meeting that would result in the founding of the Professional Golfers Association known as PGA. The lunch meeting occurred at the invitation of Rodman Wanamaker, the Son of the pioneering founder of Wanamaker's Department Stores, now known as Macy's. The Taplow Club gathering began a series of several meetings over the next several months, and on April 10, 1916, the PGA was officially established for 35 charter members. Wanamaker proposed that the newly formed organization hold an annual tournament, and offered to donate money for a trophy and prize fund. That October, the first annual PGA Championship took place at the Siwanoy Country Club in Bronxville, New York. James M. Barnes defeated Jock Hutchinson in the championship match, taking home the trophy and a purse of \$2,580.

APPROVAL OF MINUTES

1. Regular Council Meeting Minutes of January 3, 2024.
 - 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 January 3, 2024.
 - c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Nesta** to approve the regular council meeting minutes of January 3, 2024.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith, & Velazquez voting aye.

AGENDA REVIEW

PRESENTATION

1. Foliage Sertoma Club Parade Awards
Presented by: Lorena Potter, President of Foliage Sertoma Club

Lorena Potter said I know its been over a month, but we are here to give awards for the 2023 Christmas Parade. Unfortunately, the Council Meeting after the parade was canceled because of the holidays. First, we would like to give the award for the best marching band, and that goes to Evans High School. We think the Director, Marro Ford is here. Would you like to say anything?

Marro Ford said Thank you.

Lorena Potter said that in addition to getting the best band trophy they will also get a cash award, and they get the honor of being the first band in the parade next year. Next year you won't be back to far in the lineup. Thank you so much! You did a great job. Next, we have Ms. Margaret Corey, and many of you may not recognize her without her companion, Johnny the Great Dane, but Margaret and Johnny won the award for most creative this year. Many of you might remember Margaret and her former dog Merlin won a few years ago, but Merlin importunely is no longer is with us. Johnny is very young, he's only a year old, so he's not quite ready for Council Chambers yet. I will go down the rest of the list, but I'm not sure if many of the companies are here. We will award for the Best Float which goes to Fast Signs. Anybody here from Fast Signs? There float was outstanding and I also want to thank Fast Signs because they are a sponsor of the parade and they always provide the clings for the dignitary vehicles. We really appreciate Fast Signs, thank you so much. The award for Best of Theme which was "A Christmas Story in Apopka", goes to Trinity Christian School. They did a very good job portraying both the secular Christmas Story and biblical Christmas story. We really appreciate you. The Best Marching and Performing goes to Kidz Dance. Nobody here from Kidz Dance. They always do an outstanding job so I'll make sure to get their trophy. The Special Recognition goes to Apopka Elementary. They also had an elaborate float with dolphins jumping in the background and very nice job. We appreciate you and look forward to seeing what you bring us next year and belated Happy Holidays.

Mayor Nelson said as a proud Sertoma that was without a doubt, the best parade we've every had. Congrats to our Sertoma Team and what they were able to accomplish this year.

2. New Year's Eve Event

Presented by: Radley Williams, Recreation Director

Radley Williams, Recreation Director said on behalf of the City of Apopka he would like to take a moment to recognize and thank the Apopka High School Engineering Program and City of Apopka Facilities Maintenance Team for their work designing, constructing, and operating the first ever Apopka New Year's Eve ball drop. This was hosted at the Hurricane Grill and Wings this past New Year's Eve. A big thank you to Hurricane Grill and Wings for partnering with the City this year to host the event. I would also like to recognize the Rotary of Apopka for their financial donation to fund the cost of the materials for the ball drop that was constructed by the Apopka High School students. The entire ball made up of 11,000 lights, was constructed by the Apopka High School students, under the guidance and leadership of their teacher, Mr. Mike MacWithey. Once completed our Apopka facilities maintenance team undertook the design and operation of the drop pole and drop mechanism for the ball, under the leadership of our facilities administrator, Alan "AJ" Jewell. Our entire facilities maintenance team made up of Alan, William Sein-Perez, Daniel Perrone, Ariel Torres, and Zachary Jarvis, also helped transport, construct, operate, and take down the ball on the day of the event. They

dedicated their time on that holiday to ensure that a wonderful event happened at Hurricane Grill for the Apopka Community. A project of this size and scope is a large undertaking and could not have been successfully completed without the hard work, time, effort, and engineering skills of both the Apopka High School Engineering Program and our very own Facilities Maintenance Division. I would like to now introduce Mr. Mike MacWithey, from the Apopka High School Engineering Program, to say a few words about his team of student and the ball construction.

Mike MacWithey said when he said it was an undertaking, yes it was a pretty significant undertaking. It was a pleasure to do. As a life long resident of Apopka, its very important to make sure that Apopka is represented not only by our school, but by everything else we can do, and whatever we can do. That's what we do at Apopka High School. Our Engineering students are some of the best, that I believe, in the State of Florida, from competing in robotics to building this ball, I find that there is nothing that they can't do. Our future looks bright because of those young men and women.

Radley Williams said I would like to introduce Mr. Mike Josph, the owner of Hurricane Grill and Wings, who would like to make a few remarks and presentation.

Mike Joseph said it's my pleasure to be part of this. First, I would like to say I'm proud to be part of Apopka and I will do whatever I can for the community and I would like to thank everyone from Apopka for supporting us over the past 6 and a half years. I am honored to give a check to the Engineering Students of Apopka. A \$750.00 check was presenting to the Apopka High School Engineering Program.

Cate Manley said she would like to announce the other supporters that helped make this possible. Scott & Associates, Yeremyah Scott, from Hunt Club Business Center, the Rotary Club of Apopka, did a \$5000-dollar contribution to the help be able to build the ball for the ball drop. Apopka Growth Alliance and Michael Josph, with Hurricane Grill and Wings and his entire team who was extraordinary that evening and leading up to the event. City Staff, AJ, Radley, and all of the support, Apopka Chamber Boards Members, the Scott's, Chad with 28 North Group, Duke Energy, Fast Signs, New York Life, Synovus Bank, First Card Merchant Services, and of course photography by Ralo and everybody in the community that came out and not to be forgotten, Groove Slayers. Thank you all.

3. Florida Municipal Safety Excellence Initiative – Certificate of Safety Recognition
Presented by: Trevor Reschny, Risk and Safety Consultant, Florida League of Cities, Inc.

Trevor Reschny, Risk and Safety Consultant said he's with FMIT, which is your insurance provider. He is here to congratulate Chief Wylam with the Apopka Fire Department for achieving their Certificate of Safety Recognition. Five or Six months ago we did the same thing for the Police Department and for the sake of friendly competition I have to say the Fire Department beat the Police Department by Two percent. I know the Fire Department has had some issues in the last year or so and they have done an amazing job putting together systems, management systems, to improve their safe performance. When it comes to commitment to safety and health, emergency readiness, incident management, physical capabilities, and there are other things that we evaluate Fire Departments for, a lot of technical items too. They did really well and scored 90% overall. I think that is a testament to their commitment and to your commitment as the Commission as well. I want to congratulate you Chief.

Sean Wylam, Fire Chief said he wants to mention his Life Safety Division, Chief Jerry Maynard and Lieutenant Eric Berrios, they're in Phoenix as we speak, at the Safety Officer's Conference this year. They have done a tremendous job. They have moved this forward in the safety genres and I'm extremely proud of them. I would also like to thank the rest of the City, this is a City-Wide effort, it's not just the Fire Department. Public Services, AJ and his team, Facilities and everybody else, and you the Commission as well. Thank you very much.

PUBLIC COMMENT

Rod Olsen – 3156 Rolling Hills Lane, Apopka, FL 32712, said First, is regarding the Northwest Recreation field charges. The Apopka Raptors pay 53 cents an hour for a field, Pop Warner pays \$1.11, Apopka Little League & Softball pays 65 cents an hour, and \$98 dollars an hour is paid by Central Florida Soccer Club. Our youth that participate in programs in the City of Apopka they should have similar rates. These pictures I took yesterday, Pads 1 through 9, Pads 1 through 8 and 9 through 12 in the City of Apopka. This is the worst I've seen these fields. He spoke about the poor condition of the fields. He said soccer will be starting soon and we need to do a better job at maintaining the fields. We need to have more fields so that we can rest the fields properly. Next, Florida Law requires hands free through school and construction zones. I volunteer as a School Crossing Guard, and vehicles stop on or partially across a cross walk and students are unable to cross. We have to wait for the next light. When parents drop off their children, they have their cellphone in their hand talking to someone. We have to do a better job for safety. I missed the school topic. Lake Branch Ranch, which is part of the Comp consent, more homes mean more students, means another portable they add to the 141 portables that we already have. We have to do something about it. Orange County is the fastest growing county in the state and we have overcrowding. Apopka Citizen Voters has a candidate debate a week from Thursday, the 25th at 7:00pm at Victory Church. You can come see it live or it will be live streamed through the Apopka Chief.

Shaunte Jemison, Emerson Park, Re-Imagine Communities, said thank you for allowing us to speak tonight. I am here to thank you for partnering with us in 2022 for our read around the City initiative and we could not be happier with the results from the previous year. We are here again this year to ask the City to partner with us again. I know there is a lot of great organizations here in Apopka and so you may ask why Re-Imagine Communities. Just over the last year we have been featured in two new segments. We have been on two radio shows, podcasts, featured in Apopka Voice, the Apopka Chief, and we are now being followed by Macaroni KID, Maitland for all our community events, and we were the last community champion of the year for Spectrum News. We are doing our part to make sure that we represent Apopka well. We are doing our part to ensure that our kids are improving in their literacy scores and we have the data to backup that the work we are doing is working. In the beginning we were doing something new. We didn't try to do something that was already done. We met the kids where they were, we listened to the schools, we listened to the businesses, and we decided how we could do something new in Apopka. For the last four years, we have had the community come together to foster a community wide safe learning place for our kids. We want to expand our reach because when we came here we said we were going to help 50 students. In our literacy initiative alone, a report from Orange County Public Schools, just from Apopka,

we have 4,364 students that are participating in our reading program alone. Every school in our district has participated thus far. The kids met their million minutes within two months. We can't do this alone and we have a great team of people. This is what it is going to take to unify our City. We live here, we work here, and we play here, this is Apopka Re-Imagine. I am not here to ask for funding for myself, but for these families, these businesses that we highlight every month putting them on the map. We are making sure we're doing our part for the economic development of our City. We stay here, we bring different communities to our City to see what great amenities and businesses we have in our City. We hope that you partner with us again this year.

Dennis New, 105 W Magnolia Street, Apopka, FL 32703, said that he understood that the Mayor said the Director of Recreation could say when the buildings could be occupied or not. Hopefully this advice is coming from State Certified Inspectors and not doing it himself. Fire safety inspections and health inspections need to be done. I want to say thank you for the Chamber for putting on the debate. Thank you to Commissioner Nesta's wife for putting it online. It's a shame that the Chamber of Commerce sponsored an event about the City of Apopka election, in a City of Apopka building, and charge \$25 dollars a person to attend. The Chamber, the City, the Administration, hasn't held a debate that is no charge that tax payers could attend. Then event should have been sponsored by Administration and free of charge. The City should have aired it on YouTube, instead we had to depend on someone that purchased a ticket to the event to air it with their cellphone.

Albert McKimmie – 3603 Golden Gem Rd, Apopka, FL 32712, said at last City Council meeting I had requested information regarding the cost due to the delay in the construction of Fire Station #6, which is estimating to cost an additional 2.4 Million dollars. The cost overrun will be offset by interest accrued in the million-dollar grant. What I am requesting tonight is information on where that million- dollar grant resides. Is that grant in the general fund or has that grant been invested in high interest account? How much interest will be accrued to offset the increase in the cost overrun? It would take a lot of interest to offset the cost overrun of 2.4 million dollars. This is something that has repercussions for the City that is coming out of our pockets. We should not have to be the ones to resolve problems in the City. We have a situation where we have a Commissioner that serves on the Planning Commission Board running to have a seat here. When we requested public records, the public records were incomplete in as much as there were no signatures, and there were no marker stamps. If a document isn't signed and it is not notarized, then the candidate has not fulfilled his obligations to run for City Council. My contention is Eric Mock is more entitled to have the opportunity to run as a commissioner in this City. The state statue is quite specific in the fact that you have to turn in your resignation for any position that you currently have. At the last planning commission meeting, Eric Mock was still sitting on the dais. You can't hold two positions as long as he is running for Commissioner, he should've resigned. As residents we voted for you to represent us. Now I am having to spend my time to try and get in front of a Judge to get a judgement to determine whether Nadia and Eric are legitimate candidates. Commissioners, you are here to represent us and you should be inquiring as to why the City is allowing this to happen.

Jeff Tyre, 1120 Legg Drive, Apopka, FL 32712 requested City Council could set the dates for the future Charter Review Meetings. A date wasn't set that the last review meeting. It would be a good thing for the Public to know when the meetings are scheduled.

Sylvester Hall, 3091 Rolling Hills Lane, Apopka, FL 32712, said he didn't have his power point so he would do his best. In the City of Apopka, State of Florida and in our Country, we're in a national crisis. He said too many good people are sitting by watching bad things happen. Now is time to stand up and say no more! There are consequences when we don't stand up. When we normalize the abnormal and desensitizes the truth. Some people don't want to hear or care about the truth. It is for the people in the community that he stands up there and speaks. The Citizens of Apopka need to be involved and speak about what goes on behind the scenes. Everyone sees things differently. At the debate, he echoes what Dennis and Abbey said. How can you have a debate and its not streamed. They are not trying to educate the Community by doing that. How do we have less than 4,000 votes when there are over 65,000 registered voters. You get a few people that you can control the narratives and they come out and vote and you stay in Office. We are citizens and the reason they treat us this way is because we go for it all the time. We complain about them not doing their job and we are the ones that put them in Office. We have direct control of everything you want to see done. You have the power to make it happen. It is abnormal for the City to have gone through 3 Financial Officers in the last couple of years. He ran out of time talking about the City conducting an audit of finances.

Missy Van Anda, Epilepsy Association of Central Florida, said she wanted to thank the Apopka Community for their wonderful support of the Jingle Mingle Tree Festival this year, especially the Parks and Recreation Department, Police Department, Fire Department and the wonderful volunteers. This year's event was another great success. We were able to raise over \$23,000 dollars this year the Epilepsy Association of Central Florida. These funds will help the uninsured and disadvantaged adults and children who suffer from seizure disorders in our Central Florida community to get the services they need for their epilepsy management.

Bill Spiegel, Rotary Club of Apopka, said Thank you for the Commissioners and Mayor's service to the community. He recognized dignitaries in the room such as Rotary Club President, Mike Polan and District Governor over 47 clubs Michael Franklin. The Rotary Club is proud to be a part of Apopka. They are committed to making a positive impact locally and globally. They host the Apopka Fair and Fall Family Festival and many others. We want to make our community better. They have many strong clubs and he wants to show them thanks. A good example of an existing working partnership between the City and Rotary Club is the electronic sign at Park and Main. For over 14 years, over 34 Million views of messages have occurred. Rotary Club is coming up on its 100 Year Anniversary. At Wells and Grossenbacher, they would like to improve this undeveloped property for parking and add a community center. The Rotary Club has been working on a Capital Campaign for a few years and have employed an architect for preliminary site design and initial elevations. The Rotary Club received a donation of metal buildings to use in their plans. The Community will benefit from having an additional community center in our area to serve the needs of our community. The two buildings will be approx. 3700 sqft and 2500 sqft and a covered area of approx. 2000 sqft. We are asking to formally be placed on the next City Council Agenda formally to present this and

are will to answer any questions you may have. We are interested in a long-term land lease of approx. 3 acres of the property so we can make a substantial investment in our community for our community.

Commissioner Becker said that obviously you have met with several subjects to show the concept plans etc. He said one of the items your waiting on is for us to finalize our policies around leases and surplus property. I hope you can work with staff or that is the direction the Mayor is trying to go with staff to work through something that then can come back to Council for Public inspection and for approval. The parking improvement and the shared use of that parking such as people using it for overflow parking purposes, it would be shared use and an improved experience there. I look forward to seeing this progress in terms of going through the process with staff.

Bill Spiegel, Rotary Club of Apopka said that is part of their intention. It makes is safer, better utilized by the community. We can't do a public outreach until we have direction from Council. I have a letter from Apopka High School that I will give you a copy of so that you can see. Before we started, we received feedback and opinions before we sat down with each Commissioner. We look forward to working together. Time is of the essence. Less talk and more doing.

Commissioner Velazquez said did you get a chance to see the Ordinance that we passed?

Bill Spiegel, Rotary Club of Apopka said I didn't see it in its final edit. Its something he would be able to look into and make sure within those realms.

CONSENT (Action Item)

1. Authorize the Mayor to sign the Wolf Lake Ranch – School
2. Authorization to expend Federal Law Enforcement Trust Funds for the purchase of Skydio drones in the amount of \$40,000.
3. Authorize Recreational Professional Services Agreements for recreational programming returning in 2024: Music to My Mind; Patricia Ramos Estrada.
4. Authorize the Fire Chief to sign the Grant Contract, in the amount of \$48,000.00, with the International Association of Fire Fighters for IAFF Responding to the Interface Train- the-Trainer Program.
5. Authorize execution of the Utility Upsize Agreement – Ocoee Apopka Road PD.
6. Authorize the execution of piggyback contracts for the assigned terms: Haworth, Inc.
7. City of Apopka FY2024 Budget- to- Actual Report for the One-Month Ending October 31, 2023.
8. City of Apopka FY2024 Budget-to-Actual Report for the Two-Months Ending November 30, 2023.

9. Accept the disbursement report for December 2023.

- a. **Mayor Nelson** asked if anyone had any questions about any items on the Consent Agenda.

Commissioner Becker said he would not necessarily pull, but wants clarification on item #3 There's two named agreements that we are approving, but in the Agenda Packet it references a third. I want to confirm that we are just approving the two. That was a typo, we will not be asking for a new agreement for Florida Economic Consortium, that program has ended.

- b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion to approve the nine (9) consent agenda.

- c. **Motion by Commissioner Smith** and seconded by **Commissioner Nesta** to approve the nine (9) consent agenda items.

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

BUSINESS (ACTION ITEMS)

1. Ratification of Michelle Boylan as the Economic Development Director
Presented by: Joseph Patton, Human Resources Director

Joseph Patton, Human Resources Director said he is asking the Commissioners to ratify the Michelle Boylan as our First Economic Development Director. Michelle comes to us with twelve years economic development experience. Six of those years, for the State of Florida. She is also well into her certification as an economic developer. She is here tonight. I know all of you have met with Michelle, but you can ask her questions if you have any since she is here.

Michelle Boylan said wow, this is quite the welcoming committee. I am excited to be here and I was very excited to hear the presentations and see the award and see how the community comes together to celebrate the community. I am honored to be here and to have been extended the opportunity to become a part of the City of Apopka Family and the team leading the charge for economic development. Should you ratify the position, I look forward to starting in February, and speaking in my official capacity at future meetings.

Commissioner Velazquez said we have had the pleasure of sitting down with Michelle and it was a good conversation and discussion. I'm happy to see her coming on board. It's something that we have been wanting for the past year. I welcome you to the City of Apopka and look forward to what you will bring to our City.

Commission Becker said he shares Dr. Patton's excitement first and foremost. We talked about this during our discussion together. It's sweet, when I first ran for this position, it was really around, "How do we make this community better for the families that came here to live here?", and how do you create that environment that we grow into? The ideas of live, work, play agonism, but it's that concept of building families and having them stay here, just being the proudest you can of a community that you want. During my time on Council these seven- eight years, economic development is probably talked about so many times. To come to the end of term and my service on this Council, and us to start this position, start this department, with you running it hopefully, it's a sweet moment for me personally. It's a sweet moment for the people of Apopka. It was refreshing to hear all four of the candidates last night in the forum talk about the importance of economic development and how they would support this roll. I thank Commission Nesta for the leadership of voting for this department and for funding the department. There is a lot of benefits to it. When people hear about economic development, I want people to understand. I want to read the questions that I asked you so that people understand the level of dialogue that we had, and the decision-making process that I had going into this. It also gives a reflection about what you will be doing and in your role. Not to be too long winded, but I will read them quickly. My first question was "What excites you about this job and working for the City of Apopka?". Second question was "How do you see the positions fit in the larger ecosystem?", like the Chamber of Commerce, the Main Street Programs, the State Economic Development Programs, the Development Community. "How would you look at economic incentives and or grants to attract right types of businesses, employers to Apopka?" Forth question was "How would you build consensus or advocate your position with various steak holders, internal departments, Council Members?", because all five of us have five different ideas of things. To include administration, residents, businesses, partner organizations, both from a strategic direction and politics that will be presented. Politics will ensue. You use proactive a lot in your application, which is nice, very nice. How would you execute on that premise in the role in terms of building relationships, networking and telling the story of Apopka and also any intention to build out this department? What does this department look like 2, 3, 10 years from now? Lastly, if you get this job, what does your first 90 days look like? Honestly, 2 or 3 of questions, you said 2 or 3 sentences into the response and I just knew that your head is in the right space and a perfect fit for this role at this perfect time. You come from a State Agency, you have State connections. When I asked you the incentive grant program, it wasn't immediately to say "Ok, it's all our responsibility, but hey have we leveraged State wide incentives?" "Have we looked at that?" You knew the names to ask. I think there is a great opportunity for you to put your stamp on this. This City was Chartered in 1882. There's a lot of paint on the canvas already, but you have the opportunity to create your own stamp. Hopefully after this vote the canvas is yours. My ask is that the administration, this Council gives you the latitude that you need to do your job. A lot of what you will be doing is outside the four walls of this City Hall. It's going to be out pounding the pavement, building relationships, both with people that are currently in Apopka, but those that we want to see come here also. I'm glad you're here and I'm excited and you have my support.

Michelle Boylan said thank you. I am excited that I didn't have to compete against you for the role. You seem to know just as much about it as I do, just as qualified as I am. I am honored to be here.

Commissioner Smith said he wants to ask 20 questions, but I did provide a copy as well, so I didn't catch you off guard. I am very excited about the opportunity for you to be able to serve. Mayor didn't get her to commit to 40 years, but she did commit to 28. We are happy to have you and look forward to working with you.

Commissioner Nesta said Ms. Boylan, I appreciate the time you spent with me in the last week and also being here tonight. Our conversation was timely and I appreciate how you very specifically answered a lot of my questions. Similar to the 90-day plan, you're creating this, this is on you. A lot of your resume had implementation and that was a question to ask. This comes to creation, you can implement all day, but I need you to create a strategic plan for your department. You have a lot of leeway here to do what you want. Don't let your vision be swayed. You're the professional, I commit to not getting in your way. You be the professional and knock it out. I also said you need to rebrand us, sell us, and listen to our residents. "What do they want, where do they want it, and how does it best benefit our residents and our small businesses that are here, and the new ones that are going to be coming?" I appreciate your time and I look forward to everything you're going to do for our City.

Mayor Nelson said obviously I made a lot of calls for your references, but also called a couple outside, a former Senator that I knew very well, a current Senator that I know very well, and both gave you glowing recommendations. Your roots are more rural which is where we have been and we are transitioning into something other than rural, like suburban and maybe towards urban. You have a great head on your shoulders and great attitude which is what it takes and tenacity. You will have to knock on 10 doors to get 1 good answer. The team is here to help you to be as successful as you can be and be successful for the City of Apopka.

- a. **Mayor Nelson** asked if anyone had any questions or if anyone from the public wanted to speak about this item.

Albert McKimmie said it's been a year of expectation for us. Our Commissioners here have put a great deal of faith into their judgement. The fact that you guys are so confident in this young lady's ability is very inspiring towards us. The only thing I would ask her, in all sincerity is to remain her own person. You are now a representative of the residents who will give you as much support as we possibly can, but if you stray from what we think, we will criticize just as we have done here tonight. I hope that we will benefit from your services.

Sylvester Hall said welcome! I didn't see your face, I just heard your voice, your personality. From an outside looking in, that's what we need. Apopka needs to grow. We have been this way for so many years. You look like you have that personality, you sound like you have that personality, so I'm with you, 100 percent. Let's go and see what we can make happen in the City of Apopka.

- b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to ratify Michelle Boylan as the new Economic Development Director.
- c. **Motion by Commissioner Becker** and seconded by **Commissioner Smith** to ratify Michelle Boylan as the new Economic Development Director.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

2. Approve 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; 41.2 acres

Density/ Intensity: 2.9 dwelling units per acre

Project Manager: Jean Sanchez

Presented by: Jean Sanchez, Senior Planner

Jean Sanchez, Senior Planner said this request is to approve the Laurel Oaks Plat. She gave the details of the project. The MDP was approved by City Council on September 7, 2022, and Construction Site Plan was approved by the DRC on May 2, 2023. The DOC recommended approval at its meeting on September 12, 2023. The Planning Commission unanimously recommended approval of the Laurel Oaks Plat. The recommended motion is to approve the plat.

- a. **Mayor Nelson** asked if anyone had any questions for Jean or if anyone from the public wanted to speak about this item.

Commissioner Becker asked if the plat is in sync with the development plan that was presented. For the record, I received an email from Ms. Butcher in opposition of this business. I think that the opposition was about the access point on Plymouth Sorrento Rd, but the plat does support the idea of road way interconnectivity. As long as the plat is in accordance with the master development plan, my assumption is that everything else meets the spirit of 2.5.2. **Jean** responded, Yes, that's correct.

Rod Olson said 121 units means 49 new students or 2.5 more trailers.

- b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Laurel Oaks Plat.
- c. **Motion** by **Commissioner Nesta** and seconded by **Commissioner Smith** to approve the Laurel Oaks Plat.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

PUBLIC HEARING/ORDINANCES/RESOLUTION (ACTION ITEM)

1. Ordinance Number 3033 - Second Reading – Change of Zoning- 100 Hermit Smith Road

Owner(s): 100 Hermit Smith, LLC

Applicant(s): Lowndes c/o Logan Opsahl, Esq

Location: 100 Hermit Smith Road

Project: Change of Zoning – 100 Hermit Smith Road

Density: N/A

Project Jun Ik Sohn, Ph.D.

Presented by: Jun Sohn, Planner

Jun Sohn Planner said there are no changes.

- a. **Mayor Nelson** asked if anyone had any questions or if anyone from the public wanted to speak about this item.
- b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to adopt Ordinance No. 3033.
- c. **Motion** by **Commissioner Nesta** and seconded by **Commissioner Velazquez** to adopt Ordinance No. 3033.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

2. Ordinance Number 3034 – Second Reading – 1700 W. Keene Road SSFLUM
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 SSFLUM
Project Manager: Bobby Howell, AICP
Presented by: Bobby Howell, Planning Manager

Bobby Howell, Planning Manager said there are no changes.

- a. **Mayor Nelson** asked if anyone had any questions for Jean or if anyone from the public wanted to speak about this item.
- b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to adopt Ordinance No. 3034.
- c. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Nesta** to adopt Ordinance No. 3034.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

3. Ordinance Number 3035 - Second Reading – 1700 W. Keene Road Rezoning
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 Bobby Howell, AICP
Presented by: Bobby Howell, Planning Manager

Bobby Howell, Planning Manager stated that there are no changes.

- a. **Mayor Nelson** asked if anyone had any questions for Bobby or if anyone from the public wanted to speak about this item.
- b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to adopt Ordinance No. 3035.

- c. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez** to adopt Ordinance No. 3035.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.
4. Ordinance Number 3036 - Second Reading – Small Scale Future Land Use Amendment – 1240 Ustler Road
Owner(s): Mark Gilman and Kamoltip Norrasing
Applicant(s): Andrew Hamilton
Location: 1240 Ustler Road
Project: 1240 Ustler Road Small – Scale Future Land Use Amendment
Density: Maximum 2 dwelling units per acre
Project Amer Hamza
Presented by: Amer Hamza, Planner

Amer Hamza, Planner stated that there are no changes.

- a. **Mayor Nelson** asked if anyone had any questions for Bobby or if anyone from the public wanted to speak about this item.
 - b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to adopt Ordinance No. 3036.
 - c. **Motion by Commissioner Nesta** and seconded by **Commissioner Smith** to adopt Ordinance No. 3036.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.
5. Ordinance Number 3037 - Second Reading – Change of Zoning- 1240 Ustler Road
Owner(s): Mark Gilman and Kamoltip Norrasing
Applicant(s): Andrew Hamilton
Location: 1240 Ustler Road
Project: 1240 Ustler Road Rezoning
Density: Maximum 2 dwelling units per acre
Project Amer Hamza
Presented by: Amer Hamza, Planner

Amer Hamza, Planner stated that there are no changes.

- a. **Mayor Nelson** asked if anyone had any questions for Bobby or if anyone from the public wanted to speak about this item. **Rod Olson** said 560 acres equates to over 246 new students or 20 more portables. **Commissioner Nesta** said it's 5.06 acres, single family residence, 1 home is being placed on the property. **Amer Hamza** said the staff report says 5.068 acres and the Ordinance reflects the same.
- b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to adopt Ordinance No. 3037.
- c. **Motion by Commissioner Smith** and seconded by **Commissioner Nesta** to adopt Ordinance No. 3037.

- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.
6. Resolution No. 2024-04: Amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.
Presented by: Blanche Sherman, Finance Director

Blanche Sherman, Finance Director said budget Amendment #2 FY24, in the amount of \$158,000. The first amount relates to \$110,000 that was approved at the January 3, 2024 Council meeting, regarding a memorandum of understanding with unlimited capabilities to accept a donation in the amount of \$110,000. The second amount, \$48,000 is the item that was before you this evening, requesting a grant agreement be signed by the Fire Chief, authorizing interface train the trainer program. Total amount for this amendment is \$158,000.

- a. **Mayor Nelson** asked if anyone had any questions about this item or if anyone from the public wanted to speak on this item. .
- b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion approve Resolution No. 2024-04.
- c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Nesta** to approve Resolution No., 2024-04.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

CITY ATTORNEY'S REPORT

Attorney has nothing to report.

CITY COUNCIL REPORTS

Commissioner Velazquez said we had the parade Monday for the honorable Dr. Martin Luther King Jr, and that was a very well attended parade. The parade kept going even though the rain came. I enjoy seeing all the residents that come out to support us and the parade. Friday, we have the Foliage Garden Center is planting a tree at the Alonzo Williams Park and my condolences to the Family as he passed away earlier this week. It will be a nice honor to plant a tree in his park. Wekiva Culinary is having their official ribbon cutting on Friday. We also have the Ground breaking for the Wyld Oaks. This past Saturday, I spent the day at Sonny's BBQ and supported the Apopka Police Department vs Apopka Fire Department. The Fire Department won all the awards. Mr. Rod Olson talked about the next Candidate Debate, which is going to be at the Victory Church and that is free to the public. I will voice that I received inquiries as to why we were charging \$25 to the First Candidate Debate, but I want to thank our Commissioner Nick Nesta for doing the live feed and it is now on his site. This allows a lot of residents who were unable to attend can watch it and see our Candidates. Welcome Ms. Michelle Boylan and we look forward to February 5th, when you start.

Commissioner Becker said he saw some posting around Bayridge about the Bayridge Cemetery. There were pictures posted of maintenance done and clearing. Last we heard there were title searches on the property. What is the update on where we stand with that. There is some misinformation going around about how much the City has spent on this endeavor.

Radley Williams, Parks & Recreation Director said we did complete some cleanup of the cemetery, which is some of the pictures you saw online. We are still researching the title side of that. **Commissioner Nesta** asked “Do you own that yet?”

Radley Williams, responded “No, not yet”.

Commissioner Nesta asked “Did we get permission to access the property?”

Radley Williams, responded Yes, we did. We received permission from the property contact to initiate a little bit of the cleanup.

Commissioner Becker said to provide us with updates on that one because he was at a restaurant over the weekend and was approached saying we are spending hundreds of thousands of dollars on this already. Things are getting out there and I would like to have a formal update so that I can correct people if they are incorrect.

Radley Williams, responded that he will make sure Council is updated if anymore work done. The initial cleanup was done by some of our City Staff, but we haven’t invested any money into the cemetery, especially until we get the title issues handled. Mr. and Mrs. Wiggs came into the Council meeting last time talking about the food truck. My feedback to them was I can’t singularly as a Commissioner, decide about how Staff is interpreting our code. So, I told them the more appropriate thing would be to meet with Administration first, then we can engage from a policy decision or if our Land Development Code allows for escalation path or appeal path if it comes to that. Their primary question was, even if they’re not doing the service on the property, are they able park whatever it is on that property, even if they’re not doing business.

Mayor Nelson said he would rather Bobby Howell go back and do a timeline. I think what they brought to Council last meeting was factually incorrect. He’s given his side and I think we need to do the same for our City.

Bobby Howell said City Staff had met with the applicants a couple of times they came to the counter. They indicated to the Staff Member that is was at first a food truck. They applied for a business tax receipt, there’s a piece of property down the street where the food truck is at, but that’s not where the proposed location was supposed to be. They purchased the property last summer and the property does not have a primary structure on it. When they turned in their application for business tax receipt it was noted that there’s no primary structure on it. The food truck ordinance is called mobile food vendor ordinance, requires there to be a primary structure on the piece of property. More than likely its for sanitary reasons for bathrooms. The Community Development Director and I met with them on I believe December 14th, because the BTR was denied. They had stated that they had received approvals from Staff before that it was a permitted use. The property is zoned mixed use downtown. Mobile food vendor is a permitted use subject to the criteria of the Land Development Code being satisfied. That was the outcome of the meeting.

Commissioner Becker asked ‘If they’re not serving food out of the truck at this location, are they able to at least store the truck on the property?’

Bobby Howell said No, Sir.

Commissioner Becker said I will send you the correspondence, if you can draft a response back.

Mayor Nelson said one point he left out is that the month before they bought the property, the group that he purchased it from spent \$4,000 for it.

Bobby Howell said right, we looked into the public records before meeting with the couple and there was an individual that owned the property prior to them purchasing it. He paid about \$4,000 or more in June 2023, this couple then purchased it in July 2023 for \$25,000 round about.

Commissioner Nesta said they just want to be able to start a business, so we need to either figure out an avenue or work with them in some capacity.

Commissioner Becker said something that came to light to be today, there was an employee, and this is just for general awareness, for all of us up here. There was an employee that had sent an email to this entire Council in September, October, and November. Those emails were caught in email filter, but there was an email delivered to all three of us, and I feel horrible for this employee who sent emails to us for 3 months without a response because they weren't received. It was regarding employee sick time. All I want to do is give awareness to this Council that the emails were there and its prudent for us to review them and then come to the next meeting with a point of view. I wanted to go on the record publicly that we weren't ignoring the employee.

Rob Hippler, Information Technology Director said we have a lot of security safe guard setup on email and email is a huge threat vector as I've said a thousand times. We have a rule that is called impersonation protection. This is setup so that an employee has a name of John Doe, someone sends in an email and says I wasn't to be John Doe123456@gmail.com and there's a John Doe that works for the City, JohnDoe@apopka.net, its going to see those two names and say these two don't match, maybe this person is being impersonated so the emails are placed on hold. I was contacted by Commissioner Becker to look into these emails being on hold and they were located and being held. I did not receive any indication of the emails being held and will look into why IT did not receive any type of notification.

Commissioner Nesta asked how Commissioner Becker was notified of the email being sent.

Commissioner Becker said someone reached out to me and asked me how often I check my emails, and so I replied back and that's what the genesis of the conversation was. Just to educate you and everybody here. When we get emails from residents etc., it sometimes will be received. However, sometimes it will get compiled and put automatically into Spam. Then you can click the Spam email and you can release all of them or just some. This email was in none of those places and wasn't in my deleted folder either.

Rob Hippler said this isn't a ramped thing happening and we are not seeing it, but I welcome any inquiries into what we do or don't have. I can certainly show you.

Commissioner Nesta said its extremely concerning since I don't want to miss anything and that's an important thing, especially from a staff member so is there any way that I am able to see everything that has been blocked from me?

Rob Hippler said that when it comes through hitting one of our policies it won't make it to you. It's a fine line with everyone. We do the best we can. We will look into this matter with the email being held, but any email you have questions about being held, we can look into it for you. These were never touched, I never saw them come through, and I don't see a record of them coming through to any of our accounts, showing that it was being held. I can now see looking back that it was held due to hitting one of our policies.

Commissioner Nesta said that its something I will put on my calendar moving forward that I reach out to you just to verify nothing is being held. It's just good to put on my agenda.

Commissioner Becker said this business owner, west of town, had approached me several month ago. When the Legislation was passed around the liquor license in the CRA effects in the downtown area, there was a desire of other businesses, that aren't in the CRA advocating for CRA boundaries to be extended for purposes of benefiting from that amongst other things. I had a conversation with Mr. Hitt on this topic right after I had the discussion with this business owner and Jim laid out all the different reasons or the challenges about doing something like that. In addition, we saw how limited it was to even renew the current boundaries of our CRA recently. I told the business owner, I apologize for getting back so late, but I said that they need to advocate to all 5 of us, their value statement, as well as Commissioner Moore and get buy in from all of us. I can't champion that cause, because I know that there is a lot of obstacles for us to do something like that. I wanted to give you all awareness of it. I can certainly share the business owner's name outside of what we are doing here so that if you want to follow up with them individually. I want to put it on public record that I'm not forgetting about them, it's just there's a lot of challenges in terms of CRA expansion. It's permissible from a legal standpoint, but there's a lot of hoops to jump through. I want to credit that the banners look great for celebrating Black History that are up on the polls. Glad that we did that as a City. In watching the forum last night, the Chamber has issued a couple of letters to the editor on certain media publications around some policy stances that they are champion, neither of those policies came up as a question in that forum. One of them is one we have already passed in terms of the investment policy, the other one is terms of the bid policy and the 3 percent that we currently have in our procurement policy if we have a locally located business, they can be 3 percent higher than the lowest bid, and we can still qualify them as the lowest bidder. We do have some provision within our policies already to favor Apopka businesses. Are we going to have a targeted conversation because its not sustainable for all of this to play out in a newspaper and television screens? I don't know if anybody here has been approached because the Chamber represented going to 10 percent and I am wondering where the math is going from 3 to 10 percent. At some stage there is an inflection stage of yeah, you're benefiting an Apopka business, but at the same time residents are paying 10 percent more for a project. Publicly I'm saying, if the Chamber wants to meet with all the Commissioners in City Council or come and publicly present what their policy ideas are, I welcome it. I thought it was odd that neither of those questions came in during the forum and again there's no advocacy other than two letters to the editor. Lastly, Charter Review dates. If we can get those scheduled and I don't know if we are thinking monthly cadence? or you're thinking more frequently than that? I wouldn't mind setting a cadence of doing that every month.

Commissioner Velazquez said if we can do two dates forward. I did send an email to Mr. Chuck Vavrek because I want to be respectful of everyone's time. I don't want to not show up because I think that is unprofessional and disrespectful to be here and then not show up. I am not available from the 25th of January till February 2nd. I have a scheduled something out of state.

Commissioner Becker said can I throw out two dates and let's react to it? Can we do February 13th? And March 13th? February 13th is a Tuesday from 5:00 to 7:00 pm. That makes sense, then March 13th is a Wednesday before Spring Break.

Commissioner Velazquez said ok, I am putting that down

Jim Hitt said may I interrupt? The planning commission meets in this room at 5:30 pm on the 13th of February. So that isn't going to work.

Mayor Nelson said why don't we tentatively say the 15th of February and then Cliff will get back to us if that is a problem. We will go with two dates, February 15th 5:00 to 7:00pm and March 13th 5:00-7:00 pm.

Commissioner Becker said I know Charter Reviews can get contentious, and I can handle the comment around political feeder and stuff that was on the Channel 9 interview. What concerned me the most is when we have the last Charter Review, we talked about potential Commissioner expansion or potential districting. In that interview you advocated for districts in the Channel 9 interview, but you didn't advocate that at all when we had the discussion in here. My expectation for everybody is it's healthy if we all argue the points that we want to argue in here. Let's all just know what those points are so we can argue them. To be blindsided on a Channel 9 interview to say that you support districts, then all a sudden that's news to me! Bring what your opinions are to the table, and be mature enough to fight for our points.

Commissioner Smith said thank you to everyone for their participation in the Martin Luther King Parade. Sister Morris couldn't be here tonight, who is the co- chair of that parade. Great Participation. We had 95 participants. The last half of the parade did get rained on, but proud to say they continued to march and perform. Ended with a great program at the John Bridges Center. Thank you to the City, and all the agencies. Do we know where we are in reference to the annexation survey?

Mayor Nelson said Commissioner Becker is the only one that submitted questions. If you get me questions we will have something put together for the next Council Meeting. We are looking for survey questions so we can send to un-incorporated part of south Apopka.

Commissioner Nesta said then what are we doing with that survey information? That's my point. If we are going to just send a survey and allocate how many thousand dollars to this mailing, then not actually do anything with it or have a plan to carry this forward, then we are doing what these past workshops have done. We need a very precise plan, that we all agree to, and how we are going to move forward.

Commissioner Smith said I thought the plan was to do the survey, send it out, get responses back from the survey, then we would hire a professional to meet to talk about advantages and disadvantages, and then follow up with a survey after that, then decide whether or not to put on a ballot. **Commissioner Nesta** said we will need to allocate funds for that.

Commissioner Nesta said the Martin Luther King Jr. Parade was very well attended. I really enjoyed my time. I have a road cleanup for Martin Street, named after Lt. Martin, it's on the Northwest corner of Martin Street and North Park Avenue. It will be February 24th between 8:00 and 11:00am, it's basically going to cleanup the corridor, the entranceway to Apopka High School. The cleanup will clean up the dead trees. I am coordinating with our Parks & Rec staff to figure out what needs to be removed and what needs to be added, mulched, just clean up the area. Main Street Apopka, they are doing a community survey. Would love to get some feedback. You can either go to APKmainstreet.com or Main Street Apopka on Facebook. Mr. Hippler, we talked about this in December, and I know you did a lot of work on the videos for the letters that were delivered to us without any return address. Are you able to forward that video out to us?

Rob Hippler said Yes, you see the mail being delivered near the kiosk that day.

Commissioner Nesta said it's something that has been bothering me recently, just the safety of our staff. Getting letters with no return addresses. There's been municipalities that are having issues throughout the Nation, just with residents dropping off letters that could have anything on it. There're just safety issues with our staff handling letters like that and I want to make sure we have policies in place or implement some precautions and procedures that they're handled with gloves etc. Maybe it goes to APD to get a review to make sure there's nothing malicious with it that's on it or with it. It needs to go through some precautions because it may get to a place where our staff is affected in a safety or health kind of way. Specifically, how you have to deal with that is that if it doesn't have a return address on the letter that comes into us, lets go through a second filter of saying or determining if there a safety risk. We just need some additional safety measures. Very important to make sure that our staff is taken care of because it's very scary what some of these municipalities are going through.

Attorney Cliff Shepard said that his schedule is clear and he is available for the 15th is confirmed.

MAYOR'S REPORT

Mayor Nelson said Fire Station 6 ground breaking was a nice event on Friday, January 12th. Sonny's BBQ was a great event. Fire Department has some serious barbequers. The Ale House groundbreaking Monday was a good event. It had a good contingency not only the Ale House staff but also the construction team. The MLK Parade was probably the best ever. Between the MLK Parade and the Christmas Parade, you really have set the bar pretty high. Yesterday they had the ballot recount. I don't think anything came out of that. They had 5 people on staff. We had IT personal, we had 3 people from the Clerk's Office and a Police Officer just to make sure we were up to protocols required by the Division of Elections and the Supervisor of Elections.

Commissioner Smith said we are going to have a memorial service for Commissioner Alonzo Williams on the 27th. The memorial service will be at the New Hope Missionary Baptist Church at 10:30 am and then a repass at the VFW following the memorial service, in honor of Commissioner Alonzo Williams Jr.

Mayor Nelson said Tomorrow at 9:30am, Reedy Creek is looking for small business owners looking to get contracted with Reedy Creek. If you're a small business contractor and want to get Disney contracts, it will be tomorrow morning at the VFW. Next is the Geezer Arborist event out at Camp Wewa. They're still setting up today, it starts tomorrow, Friday and Saturday. It's an arborist competition. They are represented by 5 different countries and 160 people are down here to participate. They go through our Oaks and trees and go through the tree canopy. They even did some powerline work. Their opening ceremony is Friday at 11:00am. Lastly, Saturday sounds, we have the Rolling Stones Tribute Band called the American Stones. Comes out to the Amphitheatre from 5:00 to 7:00 pm and have a good time.

ADJOURNMENT

The meeting adjourned at 8:53 PM

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

Transcribed By: _____
Jodi Wrigley, Deputy City Clerk



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 1.

Meeting Date: February 7, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 1228 Ustler Road

REQUEST:

Execute Release of Lien - 1228 Ustler Road

SUMMARY:

On February 18, 2020, the City of Apopka rendered an Order Finding Alberto Esteban, the owner of the property at 1228 Ustler Road ("Subject Property") in violation of Sections 108.1.1, 304.14, 304.13.1, 304.6, 304.15, 304.10, 304.9, 302.4, and 308.1, International Property Maintenance Code. A fine in the amount of Two Hundred Fifty Dollars (\$250.00) Dollars per day, per violation was imposed starting on June 17, 2020.

On December 18, 2023, Alberto Antonio Esteban, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Twenty-Five Thousand (\$25,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Execute Release of Code Enforcement Lien for recordation in Public Records of Orange County, Florida upon receipt of settlement amount.

ATTACHMENTS:

1. Release of Lien - 1228 Ustler Rd
2. Settlement Stipulation - 1228 Ustler Rd
3. Affidavit of Compliance - 1228 Ustler Rd

This instrument prepared by
the Deputy City Clerk

When recorded return to:
City Clerk
City of Apopka
120 East Main Street
Apopka, Florida 32703

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **ALBERTO ESTEBAN, recorded on March 3, 2021 at Instrument No. 20210123795**, Public Records of Orange County, Florida (“Code Enforcement Lien”).

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby releases the following real property described to wit on Exhibit A, attached hereto and incorporated herein, from the lien, operation, and effect of the Code Enforcement Lien.

IN WITNESS WHEREOF, the City has executed these presents this 7th day of February, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 7th day of February, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lot 19, APOPKA RANCHES, according to map or plat thereof as recorded in Plat Book Z, Page 134, of the Public Records of Orange County, Florida

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Complaint No. 19-00573

Petitioner,

Address: 1228 Ustler Rd
Apopka, Fl. 32712

v.

Esteban Alberto

Respondents,
_____ /

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondent(s) Esteban Alberto, enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of Twenty-five Thousand (\$25,000.00) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property addresses 625 Rock Ridge Boulevard, Mt Berwick Drive, and Gulf Land Drive.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

or other authorized City codes and ordinances by Respondents occurring subsequent to the execution of this Stipulation.

6. Upon full execution of this Stipulation by both parties and payment of the agreed settlement amount, the City of Apopka will schedule approval of this Agreement at the next City Council Public Hearing.

Dated this 18th day of Dec., 2023.

Petitioner:

CITY OF APOPKA
Acting City Administrator
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: cvavrek@apopka.net


~~Charles Vavrek~~ Bryan Nelson
~~Acting City Administrator~~ Mayor

Respondent

Esteban Alberto (Owner)
1228 Ustler Rd.
Apopka, Florida 32712


Signature

Alberto Antonio Esteban
Print Name

**CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA, FLORIDA

CASE NO. 19-00573

ADDRESS: 1228 USTLER RD

PARCEL ID:34-20-28-9550-00-190

vs

Respondent(s)

ESTEBAN ALBERTO

**AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER**

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, the undersigned authority, personally appeared **Chris Smith**, Code Enforcement Officer for the City of Apopka, who, after being duly sworn, deposes and says:

1. That on **02/18/2020** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **06/17/2020**
3. That re-inspection was performed on **01/16/24** and was in compliance.

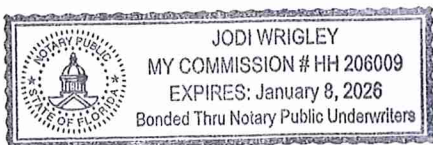
FURTHER AFFIANT SAYETH NOT.

Dated this **01/23/2024**

Chris Smith
Code Enforcement Officer

**STATE OF FLORIDA
COUNTY OF ORANGE**

Sworn to and subscribed before me this **01/23/2024**
an oath.



by Chris Smith who is personally known to me and did not take

Jodi Wrigley
Notary Public, State of Florida
Commission #HH 206009



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 2.

Meeting Date: February 7, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 151 W Orange Street

REQUEST:

Execute Release of Lien - 151 W Orange Street

SUMMARY:

On August 15, 2023, the City of Apopka rendered an Order Finding Kathy S Hardee Life Estate, the owner of the property at 151 W Orange Street ("Subject Property") in violation of Sections 302.1, 302.4, 302.7, 302.8, 304.1, 304.2, 302.8, and 308.1, International Property Maintenance Code. A fine in the amount of Five Hundred Dollars (\$500.00) Dollars per day, was imposed starting on November 13, 2023.

On December 20, 2023, Donald D. Hardee (POA) for Kathy S. Hardee Life Estate, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Twenty-Five Hundred (\$2500.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Execute Release of Code Enforcement Lien for recordation in Public Records of Orange County, Florida upon receipt of settlement amount.

ATTACHMENTS:

1. Release of Lien - 151 W Orange St
2. Settlement Stipulation - 151 W Orange St
3. Affidavit of Compliance - 151 W Orange St

This instrument prepared by
the Deputy City Clerk

When recorded return to:
City Clerk
City of Apopka
120 East Main Street
Apopka, Florida 32703

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **KATHY S HARDEE LIFE ESTATE**, recorded on December 11, 2023 at Instrument No. 20230710516, Public Records of Orange County, Florida (“Code Enforcement Lien”).

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby releases the following real property described to wit on Exhibit A, attached hereto and incorporated herein, from the lien, operation, and effect of the Code Enforcement Lien.

IN WITNESS WHEREOF, the City has executed these presents this 7th day of February, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 7th day of February, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lots 46 And 47, MAP OF HIGHLAND PARK IN DAVIS AND MITCHELL'S ADDITION TO APOPKA, FLORIDA, according to the Plat thereof as recorded in Plat Book F, Page 56, of the Public Records of Orange County, Florida

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Complaint No. 23-00427

Petitioner,

Address: 151 W Orange St.
Apopka, Fl. 32703-4211

v.

KATHY S HARDEE LIFE ESTATE

Respondents,
_____ /

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondent(s) Kathy S. Hardee Life Estate, enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of Twenty-five Hundred (\$2,500.00) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property address 151 W. Orange Ave, Apopka, Fl. 32703.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

or other authorized City codes and ordinances by Respondents occurring subsequent to the execution of this Stipulation.

6. Upon full execution of this Stipulation by both parties and payment of the agreed settlement amount, the City of Apopka will schedule approval of this Agreement at the next City Council Public Hearing.

Dated this 20th day of Dec, 2023.

Petitioner:

CITY OF APOPKA
Acting City Administrator
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: cvavrek@apopka.net


Bryan Nelson
Mayor

Respondent

Kathy S. Hardee Life Estate
Donald D. Hardee (Power of Attorney)
151 W. Orange St.
Apopka, Florida 32703


Signature

Donald Hardee POA
Print Name

CODE ENFORCEMENT HEARING OFFICER OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

Petitioner,

vs

CASE NO. 23-00427
ADDRESS: 151 W. Orange St.
PROPERTY ID: 09-21-28-3572-00-460

KATHY S. HARDEE LIFE ESTATE

Respondent(s)

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared **Dave Whitty**, Code Enforcement Officer for the City of Apopka, who, after being duly sworn, deposes and says:

1. That on 08/15/23 the Code Enforcement Hearing Officer held a Public Hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by 11/13/23.
3. Re-inspection was performed on 12/19/23 and property was in compliance.

FURTHER AFFIANT SAYETH NOT.

DATED this 19th day of December 19, 2023..



Dave Whitty
Code Enforcement Officer

STATE OF FLORIDA]
COUNTY OF ORANGE]

Sworn to and subscribed before me this 19th day of December 19, 2023 by Dave Whitty, who is personally known to me and who did not take an oath.



Notary Public



CHRISTOPHER M. SMITH
Commission # HH 019113
Expires July 8, 2024
Bonded Thru Budget Notary Services



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 3.

Meeting Date: February 7, 2024

Department: Public Services

SUBJECT:

Authorize the City Administrator to sign Amendment #1 to Resilient Florida Vulnerability Assessment Grant #22PLN16.

REQUEST:

Authorize the City Administrator to sign Amendment #1 to Resilient Florida Vulnerability Assessment Grant #22PLN16.

SUMMARY:

The City of Apopka was awarded this Resilient Florida Vulnerability Assessment Grant #22PLN16 by the Florida Department of Environmental Protection. Funding will be provided through grant agreement between the Florida Department of Environmental Protection and the City of Apopka. The purpose of this Amendment #1 is to extend the grant deadline from June 30, 2024 to December 30, 2024.

The agreement includes \$100,000 cost-reimbursement from the Florida Department of Environmental Protection with no funding match from the City of Apopka required. The project will evaluate the impact of higher-intensity rainfall and flooding events on critical assets. The project will include collection of background data, exposure analysis, sensitivity analysis, and a final vulnerability assessment report with maps and tables.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Authorize the City Administrator to sign Resilient Florida Vulnerability Assessment Grant #22PLN16 Amendment #1 to extend the grant deadline from June 30, 2024 to December 30, 2024.

ATTACHMENTS:

1. 22PLN16 Amendment #1 - City of Apopka Inland Flooding Vulnerability Assessment
2. 22PLN16 - City of Apopka Inland Flooding Vulnerability Assessment

**AMENDMENT NO. 1
TO AGREEMENT NO. 22PLN16
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF APOPKA**

This Amendment to Agreement No. 22PLN16 (Agreement), is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Apopka (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Apopka Inland Flooding Vulnerability Assessment (Project), effective May 22, 2023; and,

WHEREAS, the Department has requested an update to the Reimbursement Period in Attachment 2, Special Terms and Conditions, to begin on July 1, 2021 and end at the expiration of the Agreement; and,

WHEREAS, the Department has requested an update to the Performance Measures and Payment Request Schedule in Attachment 3, Grant Work Plan; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Exhibit A, Exhibit F, Exhibit H, and Exhibit I following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, the Department has requested to add Exhibit J to the Agreement as set forth herein; and,

WHEREAS, the Grantee has requested a 6-month extension of the Agreement for more time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 30, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Josue Pierrilus
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS#230
Tallahassee, Florida 32399
Phone: 850-245-2169
Email: Josue.Pierrilus@FloridaDEP.gov

3. Section 7. of the Standard Grant Agreement is hereby revised to the following:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions

☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR 1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification, Exhibit I Vulnerability Assessment Compliance Checklist Certification

4. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
5. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
6. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
7. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.
8. Exhibit F, Final Project Report, is hereby deleted in its entirety and replaced with Exhibit F-1, Revised Final Project Report, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit F, shall hereinafter refer to Exhibit F-1, Revised Final Project Report.
9. Exhibit I, Vulnerability Assessment Compliance Checklist Certification, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification.
10. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF APOPKA

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Edward Bass
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (4 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	F-1	Revised Final Project Report (2 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised Vulnerability Assessment Compliance Checklist Certification (3 pages)
Exhibit	J	Common Carrier or Contracted Carrier Attestation Form (1 page)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 22PLN16**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Apopka Inland Flooding Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 22PLN16**

ATTACHMENT 3-A

PROJECT TITLE: City of Apopka Inland Flooding Vulnerability Assessment

PROJECT LOCATION: The Project is located in the City of Apopka within Orange County, Florida

PROJECT DESCRIPTION:

The City of Apopka (Grantee) will conduct the City of Apopka Inland Flooding Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S). The Project will evaluate the impact of higher-intensity rainfall and flooding events on critical assets and will also include public outreach.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. Geographic Information System (GIS) files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **1.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **1.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **1.3:** GIS files with appropriate metadata, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

Task 2: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets will be based on the following data: tidal flooding, current and future storm surge flooding,

rainfall-induced flooding and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **2.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 3: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **3.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and
- **3.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 4: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.;
- **4.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **4.3:** All electronic mapping data used to illustrate flooding impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **4.4:** A signed VA Compliance Checklist Certification (Exhibit I).

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

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Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	\$17,532.10	\$0.00	\$17,532.10	7/1/2021	9/30/2024
2	Exposure Analysis	Contractual Services	\$50,193.70	\$0.00	\$50,193.70	7/1/2021	9/30/2024
3	Sensitivity Analysis	Contractual Services	\$24,497.95	\$0.00	\$24,497.95	7/1/2021	9/30/2024
4	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$7,776.25	\$0.00	\$7,776.25	7/1/2021	9/30/2024
Total:			\$100,000.00	\$0.00	\$100,000.00		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F-1
DEP AGREEMENT NO. 22PLN16

CITY OF APOPKA INLAND FLOODING VULNERABILITY ASSESSMENT

City of Apopka

Revised Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN16

Project Title: City of Apopka Inland Flooding Vulnerability Assessment

Grantee: City of Apopka

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Richard Earp

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I-1

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: 22PLN16

Project Title: City of Apopka Inland Flooding Vulnerability Assessment

Grantee: City of Apopka

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. <i>(if applicable)</i> ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. <i>(if applicable)</i>	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(to the extent practicable)</i>	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one, if applicable)</i> ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. <i>(if applicable)</i>	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(to the extent practicable but required if item e is noncoastal)</i>	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. <i>(if applicable)</i>	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is noncoastal)</i>	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(to the extent practicable)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☐	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. <i>(if checked, provide Department approval).</i>	

Exhibit I-1

2 of 3

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee’s knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Richard Earp

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Apopka is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Apopka Inland Flooding Vulnerability Assessment** Agreement Number: **22PLN16**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Apopka** Entity Type: **Local Government**
Grantee Address: **120 East Main Street, Apopka, Florida 32703** FEID: **59-6000265**
(Grantee)

3. Agreement Begin Date: **7/1/2021** Date of Expiration: **6/30/2024**

4. Project Number: Project Location(s): **Orange County**
(If different from Agreement Number)

Project Description: **The Project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the City of Apopka, which will evaluate the impact of higher intensity rainfall and flooding events on critical assets.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 100,000.00	☒ State ☐ Federal	FY21-22 GAA 1707A	\$ 100,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 100,000.00

6. Department's Grant Manager Name: Jeremy Jimenez or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-8335 Email: Jeremy.D.Jimenez@FloridaDEP.gov	Grantee's Grant Manager Name: Richard Earp or successor Address: City of Apopka 120 E Main Street Apopka, Florida 32703 Phone: 407-703-1627 Email: REarp@apopka.net
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☒ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Apopka

GRANTEE

By _____
(Authorized Signature) Date Signed

Edward Bass

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Eddy Bouza, Program Management Director

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Jeremy Jimenez

DEP QC Reviewer, Hanna Tilloston

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Attachment 1

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

Attachment 1

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- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

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- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

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- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22PLN16**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the City of Apopka Inland Flooding Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people of commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

Attachment 2

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15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22PLN16**

ATTACHMENT 3

PROJECT TITLE: City of Apopka Inland Flooding Vulnerability Assessment

PROJECT LOCATION: The Project is located in the City of Apopka within Orange County, Florida.

PROJECT DESCRIPTION:

The City of Apopka (Grantee) will conduct the City of Apopka Inland Flooding Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S). The Project will evaluate the impact of higher-intensity rainfall and flooding events on critical assets and will also include public outreach.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. Geographic Information System (GIS) files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

Task 2: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets will be based on the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) a draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and

2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 3: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following: 1) an updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 4: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed VA Compliance Checklist Certification (Exhibit I).

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within ten (10) working days. Upon written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with the payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be

made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	\$17,532.10	\$0.00	\$17,532.10	7/1/2021	3/31/2024
2	Exposure Analysis	Contractual Services	\$50,193.70	\$0.00	\$50,193.70	7/1/2021	3/31/2024
3	Sensitivity Analysis	Contractual Services	\$24,497.95	\$0.00	\$24,497.95	7/1/2021	3/31/2024
4	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$7,776.25	\$0.00	\$7,776.25	7/1/2021	3/31/2024
Total:			\$100,000.00	\$0.00	\$100,000.00		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 21.22	37.098	Resilient Florida Programs	\$100,000 140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$100,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	22PLN16		
Project Title:	City of Apopka Inland Flooding Vulnerability Assessment		
Grantee Name:	City of Apopka		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		
INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in Attachment 3, Grant Work Plan: Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.			
<u>The following format should be followed:</u>			
Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			
Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			
Task 3: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			
Task 4: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 22PLN16

CITY OF APOPKA INLAND FLOODING VULNERABILITY ASSESSMENT

City of Apopka

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22PLN16

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 22PLN16

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN16

Project Title: City of Apopka Inland Flooding Vulnerability Assessment

Grantee: City of Apopka

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 22PLN16

Project Title: City of Apopka Inland Flooding Vulnerability Assessment

Grantee: City of Apopka

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	☒	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

Exhibit I

1 of 3

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 4.

Meeting Date: February 7, 2024

Department: Public Services

SUBJECT:

Authorize the City Administrator to sign Oak Pointe South – Entrance Signage Easement.

REQUEST:

Authorize the City Administrator to sign Oak Pointe South – Entrance Signage Easement.

SUMMARY:

The Final Development Plan for the Oak Pointe South subdivision was approved by City Council on February 16, 2019.

The purpose of this Entrance Signage Easement is to dedicate an easement over a portion of the existing City Maintained Right-of-Way to facilitate the location of the subdivision entrance sign, landscaping, and irrigations at the entrance to the subdivision along McCormick Road.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Authorize the City Administrator to sign the Oak Pointe South Entrance Signage Easement.

ATTACHMENTS:

1. Signage Easement

PREPARED BY AND RETURN TO:

James Mancuso, Esquire
James Mancuso, P.A.
615 Fox Hunt Circle
Longwood, Florida 32750

Consideration: \$0.00

Project: Major Oak Blvd.

SIGNAGE EASEMENT

THIS SIGNAGE EASEMENT is made and entered into this 3rd day of October 2023, by **THE CITY OF APOPKA**, a Florida municipal corporation ("**Grantor**"), to and in favor of **D.R. HORTON, INC.**, a Delaware corporation ("**Grantee**").

WITNESSETH:

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give and grant to Grantee, its successors and assigns, a perpetual, non-exclusive easement over, under, upon, across and through that certain parcel of land situated in the City of Apopka, Orange County, Florida, more particularly described as follows:

Those portions of public right-of-way more particularly described and depicted on as **Exhibit A** attached hereto and made a part hereof (the "**Easement Parcel**").

for the purposes of constructing, installing, operating maintaining, repairing and replacing from time to time, as Grantee and its assigns may deem necessary, signs, landscaping, landscape lighting and irrigation, and related facilities and improvements, together with access, ingress and egress to carry out the purposes of this easement.

As a condition of this easement, Grantee agrees to acquire and maintain a liability insurance policy with a minimum of \$1,000,000 in coverage, naming the Grantor as an additional insured. Grantee further agrees to indemnify and hold harmless the Grantor from all claims of any kind, whether in tort or contract, arising from Grantee's use of the easement.

TO HAVE AND TO HOLD said easement unto Grantee and its assigns forever.

[signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed in their names by their duly authorized representatives the day and year first above written.

GRANTOR:

Signed, sealed, and delivered in
our presence:

THE CITY OF APOPKA, a Florida
municipal corporation

By: _____

Print: _____

Name: _____

Title: _____

Print: _____

Approved as to form and legality for the
execution by a signatory of the City of
Apopka

Legal Counsel:

By: _____

Print: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me [] by means of physical
presence or [] online notarization, this ____ day of October 2023 by
_____ as _____ of the City
of Apopka, a Florida municipal corporation, on behalf of said City of Apopka. He [] is
personally known to me or [] has provided _____ as
identification.

NOTARY PUBLIC

My commission expires: _____

Signed, sealed, and delivered in
our presence:



Print: Alexander Leon-Rivera



Print: Gregory Hines

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me ☒ by means of physical
presence or ☐ online notarization, this 3rd day of October 2023 by
John Valantasis as ASST. SEC of D.R.
Horton, Inc., a Delaware corporation, on behalf of said corporation. He/She ☒ is
personally known to me or ☐ has provided _____ as
identification.



Sydney D. Kendrick
Notary Public
State of Florida
Comm# HH089057
Expires 2/3/2025

GRANTEE:

D.R. HORTON, INC., a Delaware
corporation

By: 

Name: John Valantasis

Title: ASST. SEC


NOTARY PUBLIC

My commission expires: 2/3/2025

EXHIBIT A
(not to scale)

SKETCH OF DESCRIPTION

SIGN EASEMENT
A PORTION OF LAND LYING WITHIN MAJOR OAK BOULEVARD
SECTION 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

DESCRIPTION

A PORTION OF MAJOR OAK BOULEVARD AS RECORDED IN DOCUMENT NUMBER 20190264830, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA BEING MORE FORMALLY DESCRIBED AS FOLLOWS:

AREA ABOVE RESERVED FOR RECORDING INFORMATION

EASEMENT A

COMMENCE AT THE SOUTHWEST CORNER OF TRACT RW 2 AS RECORDED IN THE PLAT OF OAK POINTE SOUTH PLAT BOOK 109, PG. 88-93 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°01'27" EAST ALONG THE WEST LINE OF SAID TRACT RW 2, A DISTANCE OF 171.18 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°58'33" WEST, A DISTANCE OF 36.95 FEET FOR A **POINT OF BEGINNING**; THENCE RUN SOUTH 00°02'30" WEST, A DISTANCE OF 159.93 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 180°00'00", AND A CHORD LENGTH OF 6.00 FEET WHICH BEARS NORTH 89°57'30" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.42 FEET; THENCE RUN NORTH 00°02'30" EAST, A DISTANCE OF 159.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 48.00 FEET, A CENTRAL ANGLE OF 20°21'51", AND A CHORD LENGTH OF 16.97 FEET WHICH BEARS NORTH 10°13'26" EAST; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.06 FEET; TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WEST, HAVING A RADIUS OF 48.00 FEET, A CENTRAL ANGLE OF 20°21'51", AND A CHORD LENGTH OF 16.97 FEET WHICH BEARS SOUTH 10°08'25" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.06 FEET; RETURNING TO THE **POINT OF BEGINNING**. CONTAINING 1,041 SQUARE FEET OR 0.024 ACRES MORE OR LESS.

EASEMENT B

COMMENCE AT THE SOUTHWEST CORNER OF TRACT RW 2 AS RECORDED IN THE PLAT OF OAK POINTE SOUTH PLAT BOOK 109, PG. 88-93 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°01'27" EAST, A DISTANCE OF 348.68 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°58'33" WEST, A DISTANCE OF 36.89 FEET; FOR A **POINT OF BEGINNING**; THENCE RUN SOUTH 00°02'30" WEST, A DISTANCE OF 77.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 48.00 FEET, A CENTRAL ANGLE OF 20°21'51", AND A CHORD LENGTH OF 16.97 FEET WHICH BEARS SOUTH 10°13'26" WEST; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.06 FEET; TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 48.00 FEET, A CENTRAL ANGLE OF 20°21'51", AND A CHORD LENGTH OF 16.97 FEET WHICH BEARS NORTH 10°08'25" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.06 FEET; THENCE RUN NORTH 00°02'30" EAST, A DISTANCE OF 77.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 0.50 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD LENGTH OF 0.71 FEET WHICH BEARS NORTH 45°02'30" EAST; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 0.79 FEET; THENCE RUN SOUTH 89°57'30" EAST, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 0.50 FEET, A CENTRAL ANGLE OF 90°00'06", AND A CHORD LENGTH OF 0.71 FEET WHICH BEARS SOUTH 44°57'33" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 0.79 FEET; RETURNING TO THE **POINT OF BEGINNING**. CONTAINING 535 SQUARE FEET OR 0.012 ACRES MORE OR LESS.

DESCRIPTION CONTINUED ON SHEET 2 OF 4

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. THIS SKETCH NOT VALID WITHOUT THE AUTHENTIC ELECTRONIC SIGNATURE AND THE AUTHENTIC ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17/62(3).
4. THIS DOCUMENT CONSISTS OF 4 PAGES NOT FULL OR COMPLETE WITHOUT BOTH.
5. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF COMMERCIAL TRACT 2, WHICH BEARS S89°46'26"W, PER PLAT OF OAK POINTE SOUTH PLAT BOOK 109, PAGE 88-93.

SHEET 1 OF 4 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 3 OF 4 FOR SKETCH
SEE SHEET 4 OF 4 FOR LINE TABLES

THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
SIGN EASEMENT
A PORTION OF LAND LYING WITHIN
MAJOR OAK BOULEVARD
SECTION 32, TOWNSHIP 21 SOUTH, RANGE 28
EAST,
ORANGE COUNTY, FLORIDA

JOB NO.: 190816	DATE	REVISIONS	TECH
SCALE: 1"=80'	.	.	.
DRAWN BY: SW	.	.	.
APPROVED BY: EGT	.	.	.
DRAWING FILE #	.	.	.
190816 OAK POINTE	.	.	.
SOUTH SIGN	.	.	.
EASEMENT.DWG	.	.	.

ASM

AMERICAN SURVEYING
& MAPPING, INC.

NDDS NATIONAL DUE
DILIGENCE SERVICES

A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
221 Circle Drive, Maitland, FL 32751
407-426-7979
americansurveyingandmapping.com

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Digitally signed by E. Glenn Turner
DN: cn=E. Glenn Turner, o=American Surveying
& Mapping, ou=Professional Land Surveyor,
email=gturmer@asmcorporate.com, c=US
Date: 2023.04.18 14:14:35 -0400
Adobe Acrobat version: 2020.005.30467

E. GLENN TURNER, PSM #5643

THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY E. GLENN TURNER PSM
#5643 PER FAC 5J-17.062(2)

SKETCH OF DESCRIPTION

SIGN EASEMENT
A PORTION OF LAND LYING WITHIN MAJOR OAK BOULEVARD
SECTION 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

DESCRIPTION CONTINUED

EASEMENT C

COMMENCE AT THE SOUTHWEST CORNER OF TRACT RW 2 AS RECORDED IN THE PLAT OF OAK POINTE SOUTH PLAT BOOK 109, PG. 88-93 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°01'27" EAST, A DISTANCE OF 452.18 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°58'33" WEST, A DISTANCE OF 36.16 FEET; FOR A **POINT OF BEGINNING**; THENCE RUN SOUTH 00°02'30" WEST, A DISTANCE OF 48.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1.20 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD LENGTH OF 1.70 FEET WHICH BEARS SOUTH 45°02'30" WEST; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 1.88 FEET; THENCE RUN NORTH 89°57'30" WEST, A DISTANCE OF 5.25 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1.26 FEET, A CENTRAL ANGLE OF 74°45'33", AND A CHORD LENGTH OF 1.53 FEET WHICH BEARS NORTH 38°19'33" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1.64 FEET; THENCE RUN NORTH 00°02'30" EAST, A DISTANCE OF 48.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 48.70 FEET, A CENTRAL ANGLE OF 22°28'42", AND A CHORD LENGTH OF 18.98 FEET WHICH BEARS NORTH 11°16'51" EAST; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.11 FEET; TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 48.70 FEET, A CENTRAL ANGLE OF 22°28'42", AND A CHORD LENGTH OF 18.98 FEET WHICH BEARS SOUTH 11°11'51" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.11 FEET; RETURNING TO THE **POINT OF BEGINNING**.
CONTAINING 460 SQUARE FEET OR 0.011 ACRES MORE OR LESS.

THIS SKETCH IS NOT A SURVEY.

SHEET 2 OF 4 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 3 OF 4 FOR SKETCH
SEE SHEET 4 OF 4 FOR LINE TABLES

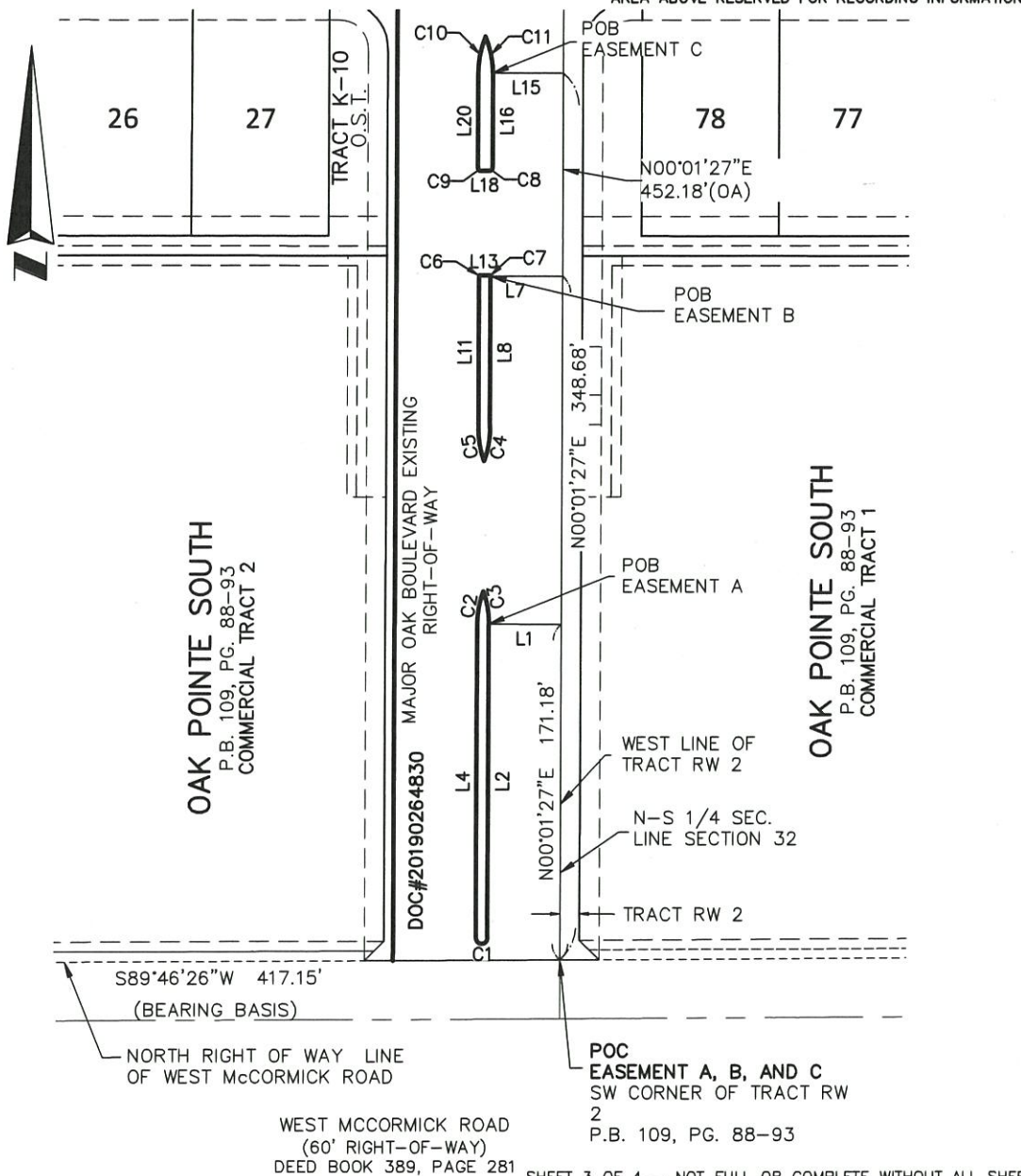


AMERICAN
SURVEYING
& MAPPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
221 CIRCLE DRIVE
MAITLAND, FLORIDA 32751
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

SKETCH OF DESCRIPTION

SIGN EASEMENT
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ORANGE COUNTY, FLORIDA



THIS SKETCH IS NOT A SURVEY.

SHEET 3 OF 4 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 THROUGH 2 FOR DESCRIPTION
SEE SHEET 4 OF 4 FOR LINE TABLES

LEGEND AND ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.B. PLAT BOOK
PG. PAGE(S)
UE. UTILITY EASEMENT
TYP. TYPICAL
SEC. SECTION
OA. OVER ALL



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SECTION 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION

0
40'
80'
160'

1" = 80'

GRAPHIC SCALE



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°57'30"W	37.00'
L2	S0°02'30"W	159.93'
L4	N0°02'30"E	159.93'
L7	N89°58'33"W	36.89'
L8	S0°02'30"W	77.50'
L11	N0°02'30"E	77.50'
L13	S89°57'30"E	5.00'
L15	N89°58'33"W	36.16'
L16	S0°02'30"W	48.50'
L18	N89°57'30"W	5.25'
L20	N0°02'30"E	48.50'

CURVE DATA					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	3.00'	180°00'00"	9.42'	6.00'	N89°57'30"W
C2	48.00'	20°21'51"	17.06'	16.97'	N10°13'26"E
C3	48.00'	20°21'51"	17.06'	16.97'	S10°08'25"E
C4	48.00'	20°21'51"	17.06'	16.97'	S10°13'26"W
C5	48.00'	20°21'51"	17.06'	16.97'	N10°08'25"W
C6	0.50'	90°00'00"	0.79'	0.71'	N45°02'30"E
C7	0.50'	90°00'06"	0.79'	0.71'	S44°57'33"E
C8	1.20'	90°00'00"	1.88'	1.70'	S45°02'30"W
C9	1.26'	74°45'33"	1.64'	1.53'	N38°19'33"W
C10	48.70'	22°28'42"	19.11'	18.98'	N11°16'51"E
C11	48.70'	22°28'42"	19.11'	18.98'	S11°11'51"E

THIS SKETCH IS NOT A SURVEY.

SHEET 4 OF 4 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 THROUGH 2 FOR DESCRIPTION
SEE SHEET 3 OF 4 FOR SKETCH

LEGEND AND ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
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City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 5.

Meeting Date: February 7, 2024

Department: Finance Department

SUBJECT:

Authorize the issuance of evaluated and sole source memos: Fusus Inc.

REQUEST:

Approve the issuance of sole source memos for fiscal year (FY) 2024.

SUMMARY:

The departments purchase large amounts of various commodities in its daily operations, including equipment, tooling, and services throughout the year. This purchasing may be accomplished via sole source memo when only one vendor is able to provide or meet the City's requirements. In accordance with Section 107.3 of the City's Purchasing Policy:

107.3.9.8.3. SOLE SOURCE.

Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet the City's requirements, or when compatibility with existing systems requires procurement from a single source. Note: A memo of explanation must be sent to the appropriate approval authority along with the requisition documentation being attached to the purchase order. The City Administrator must give approval for the Sole Source designation. The Sole Source designation will expire each fiscal year after approval and may be renewed upon submission of a new request with documentation. Sole Source designations above \$50,000.00 must be noticed per Section 287.057(3)(c), Florida Statutes.

Contingent to any purchase order being issued, the listed pricing sources are reviewed by the appropriate departments and legal review where applicable. City Council staff report approvals, source memos and contractual information are kept on record with each purchase order issued. In accordance with Section 107.3.9.8.3 & 107.3.9.8.4. of the City's Purchasing Policy, staff requests blanket purchase order approval of the attached vendors for the purchase of the referenced commodities. The amounts shown will remain within the approved budget as designated.

Summary of Requested Sole Source Vendors:

Department	Vendor	Description	Requested Amount
Police Department	Fusus Inc.	Video & Incident Management Platform: Annual Maintenance	\$65,000

Vendor Sole Source Memo Details:

Vendor:	Fusus Inc.
Department:	Police Department
Description:	Video & Incident Management Platform: Annual Maintenance
Requested Amount:	\$65,000
Policy Requirement	Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet the City's requirements: The Fusus platform is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its unique hardware and software products. The components of the Fusus system. (1) fususONE™, the Real-Time Video and Incident Management Platform, (2) fususCORE™, the appliance used for video sharing, and (3) fususRegistry™, the community-facing portal for live and recorded video sharing to aid in response and investigations.
Policy Requirement	Compatibility with existing systems requires procurement from a single source: The Fusus video and incident management platform is currently utilized in the Police Department.
Justification	Fusus is the sole entity with the authority, access, and ability to provide enhancements, upgrades, warranty, maintenance and support for its unique hardware and software products. This designation will authorize the annual maintenance required for the video and incident management platform in the Police Department.
History	Sole Source memo authorized in FY23 for the purchase of the Fusus video and incident management platform & storage expansion.

FUNDING SOURCE:

Approved FY24 budget.

RECOMMENDED MOTION:

Approve the issuance of blanket purchase orders to the referenced vendors, not to exceed budgetary appropriations.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 6.

Meeting Date: February 7, 2024

Department: Finance Department

SUBJECT:

Authorize the execution of piggyback contracts for the assigned terms: City Electric Supply Company, Walmart Inc., Pure Technologies U.S. Inc, Wind River Environmental d/b/a Brownie's Septic and Plumbing, BLD Services, LLC., Tavares ACE Hardware, Core and Main LP, Howard Technology Solutions, Hydra Services, Inc.

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:	Parks and Recreation
Vendor:	City Electric Supply Company
Description:	Industrial Products and Supplies
Source:	General Services Administration (GSA)
Bid/Contract #:	GS-07F-032GA
Expiration Date:	November 30, 2026
Renewals:	Yes

Department: Citywide
Vendor: Walmart Inc.
Description: Retail and Wholesale Merchandise Solutions and Services
Source: NCPA
Bid/Contract #: RFP 13-23
Expiration Date: August 31, 2026
Renewals: Yes

Department: Public Services
Vendor: Pure Technologies U.S. Inc.
Description: Force Main Condition Assessment Services
Source: Tohopekaliga Water Authority
Bid/Contract #: RFP-21-002
Expiration Date: January 20, 2025
Renewals: Yes

Department: Public Services
Vendor: Wind River Environmental d/b/a Brownie's Septic and Plumbing
Description: Sewage Hauling
Source: Orange County Government
Bid/Contract #: Y23-155
Expiration Date: July 24, 2024
Renewals: Yes

Department: Public Services
Vendor: Wind River Environmental d/b/a Brownie's Septic and Plumbing
Description: Plumbing Services
Source: Orange County Government
Bid/Contract #: Y23-164B
Expiration Date: August 31, 2024
Renewals: Yes

Department: Public Services
Vendor: BLD Services, LLC
Description: Citywide Rehabilitation of Sewer Lateral Pipe Lining
Source: City of Plantation, Florida
Bid/Contract #: ITB No. 070-21
Expiration Date: October 19, 2024
Renewals: Yes

Department: Parks and Recreation
Vendor: Tavares ACE Hardware, Inc.
Description: Catalog Discounts - Building Maintenance, Hardware, Tools, Lumber, Supplies and Equipment
Source: Lake County Schools
Bid/Contract #: ITB #AR-23-1103-B
Expiration Date: January 7, 2027
Renewals: Yes

Department: Public Services
Vendor: Core and Main LP
Description: Advanced Metering Infrastructure System
Source: Citrus County, Florida
Bid/Contract: RFP 22-065
Expiration Date: February 6, 2028
Renewals: Yes

Department: Information Technology
Vendor: Howard Technology Solutions
Description: Technology Solutions, Products, and Services
Source: NCPA
Bid/Contract: RFP #45-22
Expiration Date: November 29, 2025
Renewals: Yes

Department: Public Services
Vendor: Hydra Services, Inc.
Description: ABS Pumps, Parts and Repairs
Source: Orange County Government
Bid/Contract: Invitation for Bids No. Y21-170
Expiration Date: July 31, 2024
Renewal: 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: February 7, 2024

Department: Community Development

SUBJECT:

Apopka Townhomes – Plat

REQUEST:

Recommend approval of the Apopka Townhomes – Plat

SUMMARY:

Owner(s): Hannibal Square Community Land Trust, Inc.

Applicant: Harris Civil Engineers, LLC c/o Richard A. Lis, P.E.

Parcel Identification Number(s): 10-21-28-5096-00-001

Location: North of Seventh Street, south of East Street and west of Alabama Avenue

Future Land Use: Residential Medium

Zoning District: MU-D (Mixed-Use – Downtown)

Proposed Use: 24 townhome units

Tract Size: 2.51 +/- acres

Density/Intensity: 9.6 dwelling units per acre

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	Residential Low	MU-D (Mixed-Use – Downtown)	Single family residences
East	Residential Low	MU-D	Place of worship
South	Residential Low	MU-D	Single-family residence and place of worship
West	Residential Medium	MU-D	Multi-family residences and place of worship

PROJECT SUMMARY:

The applicant has submitted the Apopka Townhomes – Plat for consideration of a townhome development that comprises of 24 lots, a common area and drainage tract. The Plat is consistent with the Construction Site Plan approved by the Development Review Committee on October 6, 2021.

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.

ACCESS:

The access to the development is on Sixth Street.

PUBLIC HEARING SCHEDULE:

September 12, 2023 - Planning Commission (5:30 P.M.)
February 7, 2024 - City Council (1:30 P.M.)

ATTACHMENTS:

- Maps (PDF)
- Apopka Townhomes – Plat

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Development Review Committee (DRC):

Recommends approval of the Apopka Townhomes – Plat.

Planning Commission:

At its meeting on September 12, 2023, the Planning Commission unanimously recommended approval of the Apopka Townhomes – Plat.

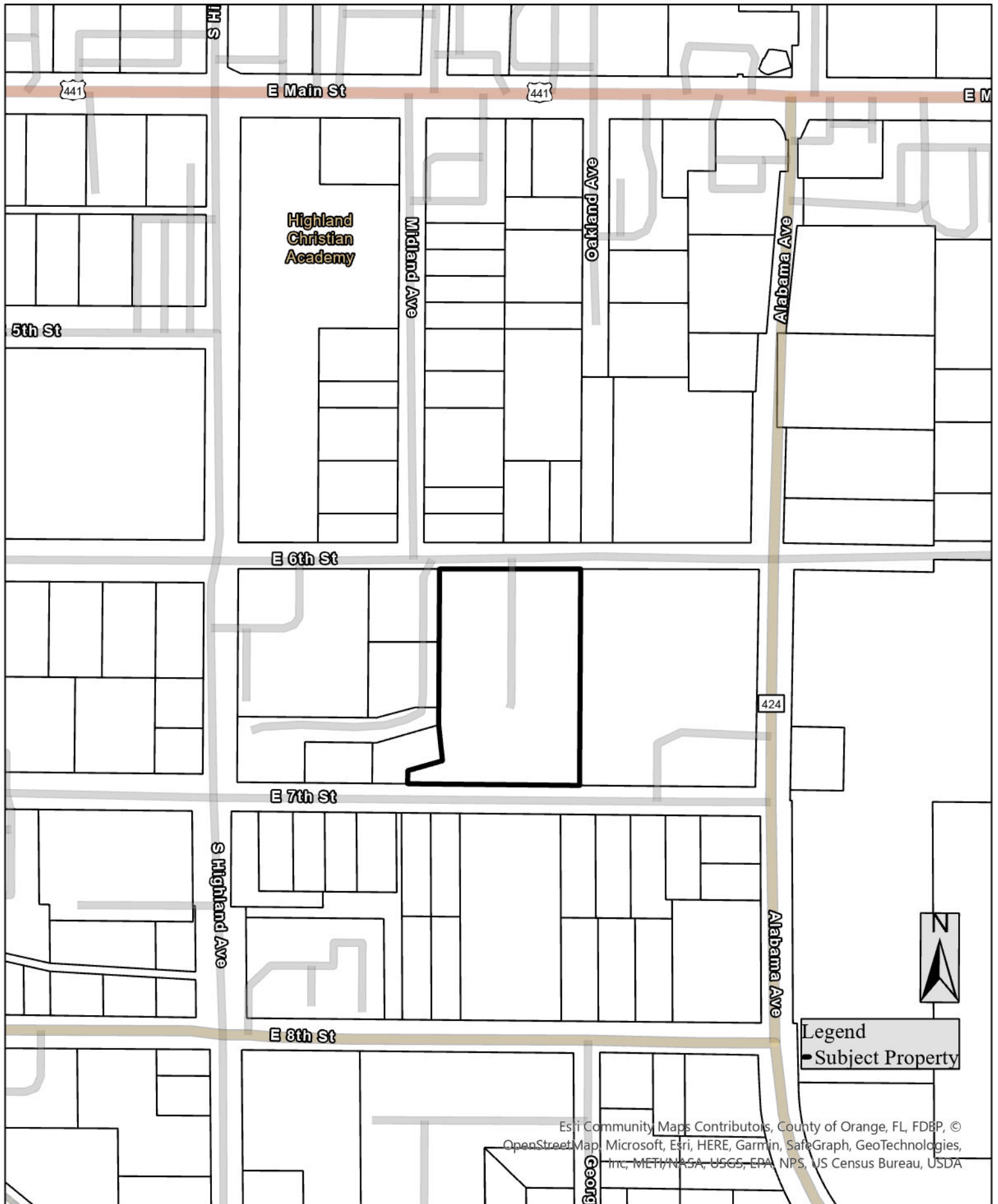
Recommended Motion – City Council:

Approve the Apopka Townhomes – Plat.

ATTACHMENTS:

1. Maps
2. Apopka Townhomes - Plat

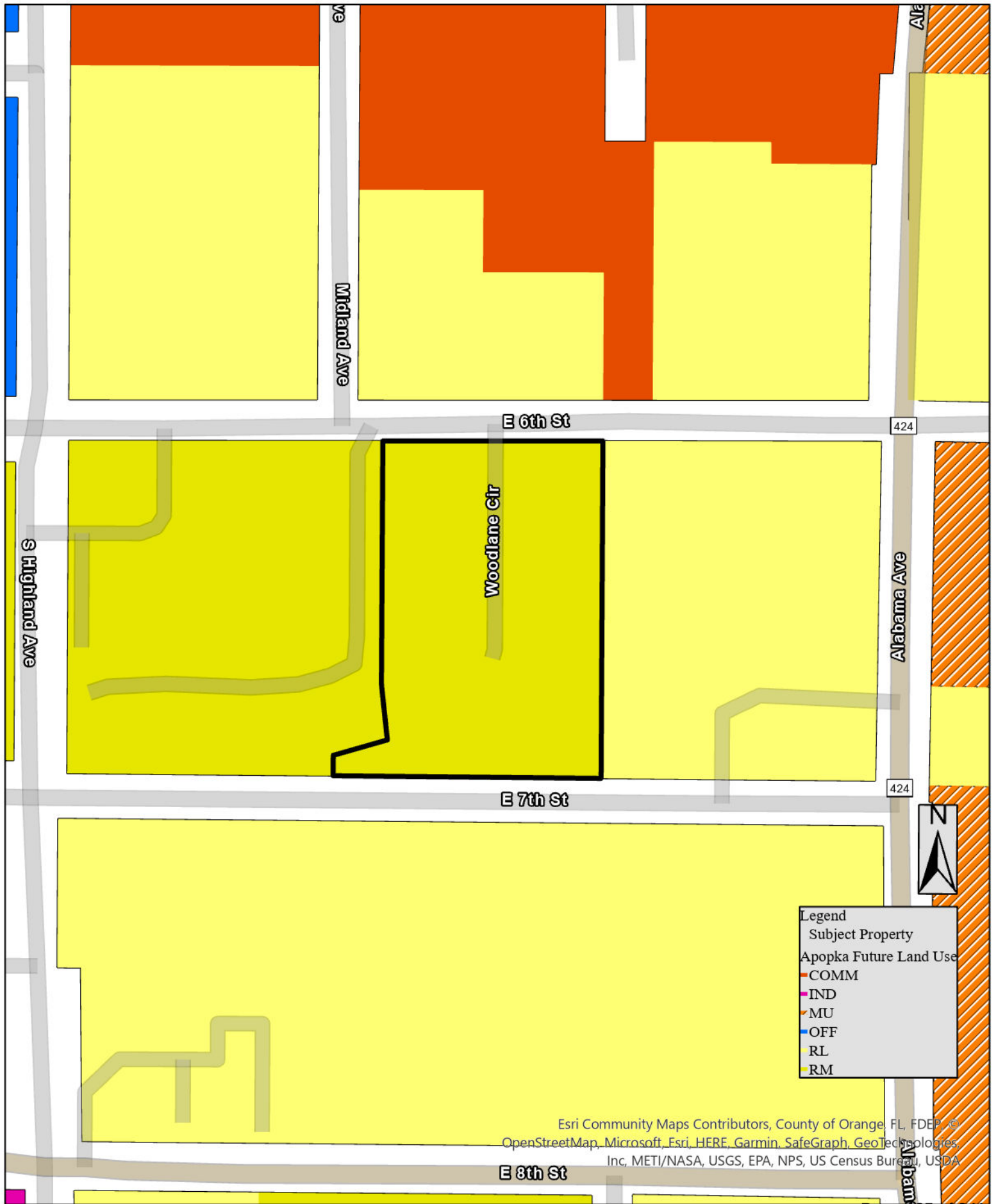
Vicinity



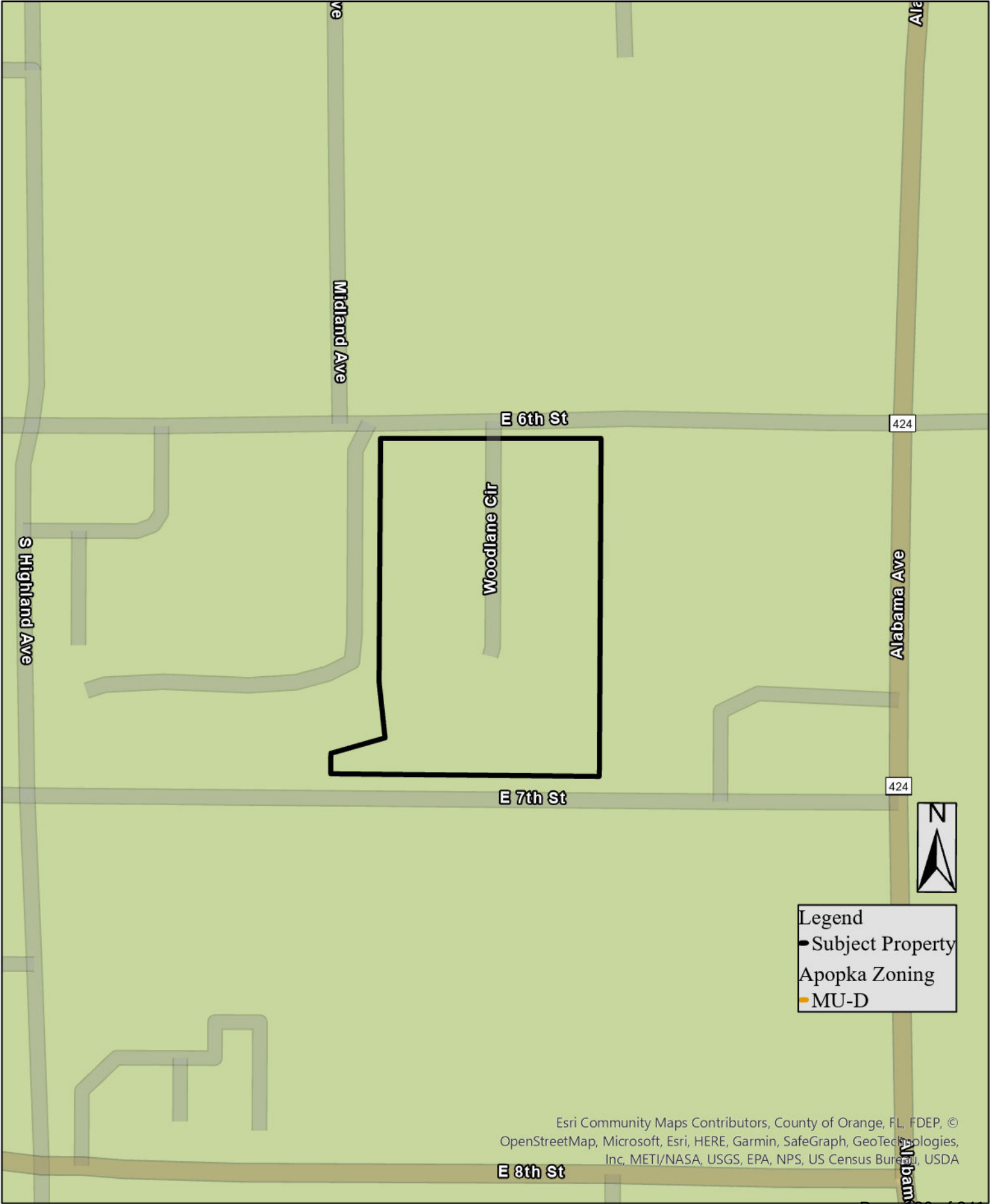
Aerial



Future Land Use



Zoning



HANNIBAL SQUARE APOPKA

SHEET 1 OF 2
(66898003)

REPLAT OF A PORTION OF LOTS 1, 2, 3, 4, 5, 6, 18, 19, 20, 21, 22, 23 AND 24, AND
A PORTION OF THE VACATED ALLEY PER OFFICIAL RECORDS BOOK 3453, PAGE 2525,
H.B. LINDLEY'S ADDITION TO APOPKA, IN PLAT BOOK B, PAGE 22,
LYING IN SECTION 10, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS

- (NR) = NON RADIAL

C1 = CURVE NUMBER

L1 = LINE NUMBER

R = RADIUS

L = LENGTH

Δ = CENTRAL ANGLE

CB = CHORD BEARING

CH = CHORD DISTANCE

NT = NON-TANGENT

PC = POINT OF CURVATURE

PI = POINT OF INTERSECTION

PRC = POINT OF REVERSE CURVATURE

PT = POINT OF TANGENCY

PCC = POINT OF COMPOUND CURVATURE

LB = LICENSED BUSINESS

D.E. = DRAINAGE EASEMENT

CM = CONCRETE MONUMENT

R/W = RIGHT OF WAY

(OA) = OVERALL

⊙ = CENTERLINE

CCR = CERTIFIED CORNER RECORD

POL = POINT ON LINE

TB = TANGENT BEARING

TYP. = TYPICAL

= NO CORNER SET, CHANGE IN DIRECTION
- U.E. = UTILITY EASEMENT

ORB = OFFICIAL RECORDS BOOK

⊕ = CENTERLINE

TB = TANGENT BEARING

PCP = PERMANENT CONTROL POINT

PRM = PERMANENT REFERENCE MONUMENT

E.S.E. = ENVIRONMENTAL SWALE EASEMENT

W.E. = WALL EASEMENT

SFWM = SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SSMC = SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

DOC# = OFFICIAL RECORDS DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

NAVD = NORTH AMERICAN VERTICAL DATUM

RP = RADIUS POINT

☐ = FOUND 4"x4" CONCRETE MONUMENT WITH BRASS DISK STAMPED "PRM LB 2108" UNLESS OTHERWISE NOTED

☒ = SET 4"x4" CONCRETE MONUMENT WITH BRASS DISK STAMPED "PRM LB 2108," UNLESS OTHERWISE STATED.

☐ = SET NAIL & DISK STAMPED "PCP LB 2108" UNLESS OTHERWISE NOTED

☒ = SET 5/8" IRON ROD AND CAP STAMPED "LB 2108" UNLESS OTHERWISE NOTED

POC = POINT OF COMMENCEMENT

POB = POINT OF BEGINNING

DESCRIPTION

A portion of Lots 1, 2, 3, 4, 5, 6, 18, 19, 20, 21, 22, 23 and 24, and a portion of the vacated Alley per Official Records Book 3453, Page 2525, H. B. Lindley's Addition to Apopka, according to the plat thereof recorded in Plat Book B, Page 22, Public Records of Orange County, Florida, being more particularly described as follows:

A portion of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 21 South, Range 28 East, lying in Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 10, Township 21 South, Range 28 East, lying in Orange County, Florida; thence run South 89 degrees 28 minutes 18 seconds East, a distance of 1683.23 feet along the South line of the Southwest 1/4 of said Section 10; thence departing said South line run North 01 degrees 02 minutes 38 seconds East, a distance of 25.00 feet to the North right of way line of the East Seventh Street, a 55.00 foot right of way, per H. B. Lindley's Addition to Apopka, according to the plat thereof as recorded in Plat Book B, Page 22, of the Public Records of Orange County, Florida, and the Point of Beginning; thence departing said North right of way line the following four (4) courses and distances, North 01 degrees 02 minutes 38 seconds East, a distance of 25.00 feet; thence North 74 degrees 25 minutes 43 seconds East, a distance of 67.99 feet; thence North 06 degrees 59 minutes 53 seconds West, a distance of 67.26 feet; thence North 00 degrees 30 minutes 42 seconds East, a distance of 295.44 feet to the South right of way line of East Sixth Street of said H. B. Lindley's Addition to Apopka; thence North 89 degrees 46 minutes 37 seconds East, a distance of 266.11 feet along said right of way line; thence departing said South right of way line run South 00 degrees 21 minutes 54 seconds West, a distance of 409.47 feet to the aforesaid North right of way line of East Seventh Street; thence North 89 degrees 28 minutes 18 seconds West, a distance of 323.91 feet along said North right of way line to the Point of Beginning.

Containing 110,278 squire feet or 2.53 acres, more or less.

HANNIBAL SQUARE APOPKA, GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF H.B. LINDLEY'S ADDITION TO APOPKA, PLAT BOOK B, PAGE 22, ORANGE COUNTY, FLORIDA BEING SOUTH 00°21'54" WEST.

2. 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. 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 ARE RADIAL UNLESS OTHERWISE NOTED.

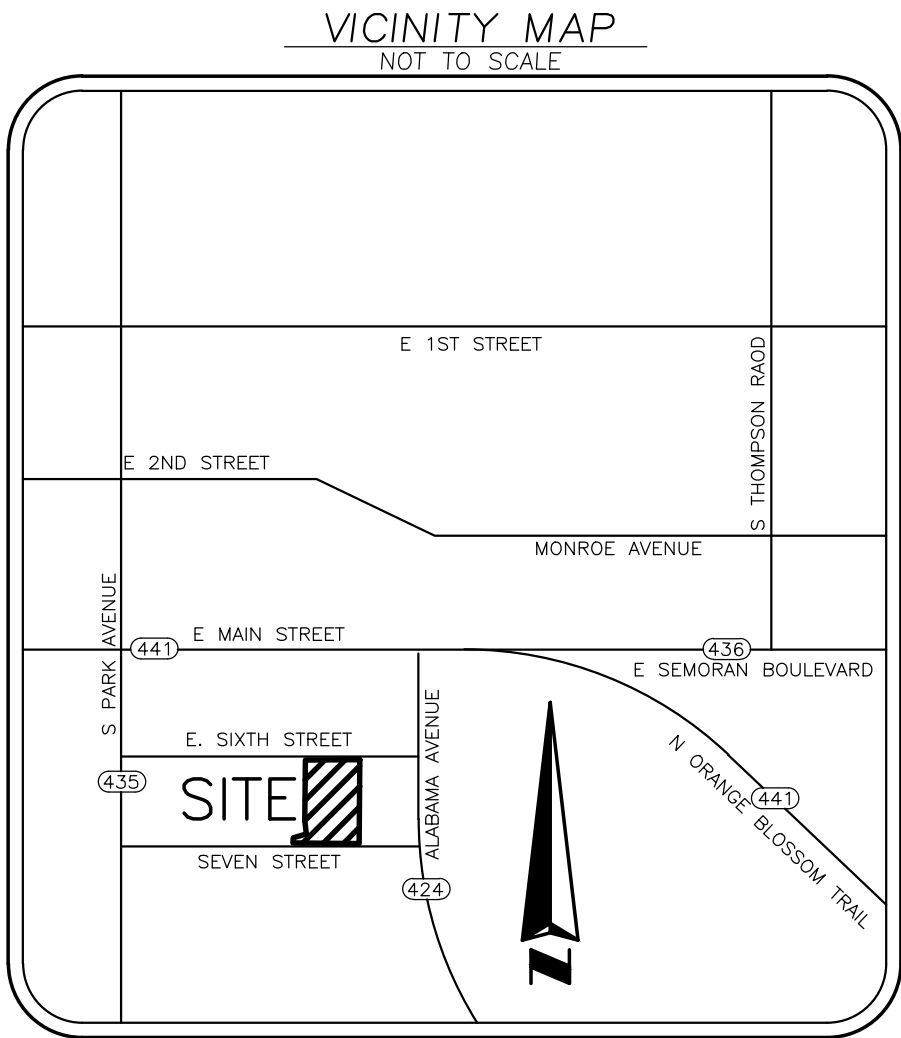
4. PURSUANT TO CHAPTER 177.101(2), FLORIDA STATUTES, THE RECORDATION OF THIS PLAT, SHALL AUTOMATICALLY AND SIMULTANEOUSLY VACATE AND ANNUL ALL OF SAID PRIOR PLATS ENCOMPASSED BY THIS REPLAT, EXCEPT FOR PLATTED EASEMENTS AS SHOWN HEREON.

5. THERE SHALL BE NO TREES OR SHRUBS PLACED ON UTILITY EASEMENTS EXCEPT WITH THE PRIOR WRITTEN CONSENT OF ALL UTILITY SERVICE PROVIDERS.

6. THERE SHALL BE NO BUILDINGS PLACED ON DRAINAGE EASEMENTS EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE CITY OF APOPKA.

7. 10.00 FOOT DISTRIBUTION EASEMENT TO FLORIDA POWER CORP. 5.00 FEET ON EACH SIDE OF FACILITIES PER OFFICIAL RECORDS BOOK 3584, PAGE 2336.

8. CABLE TELEVISION INSTALLATION AGREEMENT PER OFFICIAL RECORDS BOOK 3438, PAGE 2461, AFFECTS PROPERTY, NOT PLOTTABLE.



SHEET INDEX

SHEET 1 COVER SHEET AND GENERAL NOTES
SHEET 2 BOUNDARY AND TOWNHOME LOTS

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 SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and Registered Land Surveyor & Mapper, does hereby certify that I completed the survey of the lands therein described and this Plat was prepared under my direction and supervision; that permanent reference monuments have been placed as shown thereon and this plat complies with all of the survey requirements of Chapter 177, Florida Statutes; and that said land is located in Orange County, Florida.

Signature Andrew Perry, PSM Dated _____
Southeastern Surveying & Mapping Corporation
6500 All American Boulevard
Orlando, Florida 32810-4350 Registration No. 6124
Certificate No. LB 2108

PLAT BOOK PAGE

Hannibal Square Apopka
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Hannibal Square Community Land Trust Inc., a Florida not-for-profit corporation, as the fee simple title owner of the lands legally described on this plat and identified as "Hannibal Square Apopka," hereby dedicates said lands and this plat for the uses and purposes specified below: 1) Lots 1 through 24, both inclusive, as shown hereon, are hereby reserved to Hannibal Square Community Land Trust, Inc., a Florida not-for-profit corporation, for private purposes, to be used as a residential townhome development, as permitted by Orange County's land development regulations. 2) All Utility Easements created by this plat are hereby granted to the City of Apopka for utility purposes, and shall be the perpetual maintenance obligation of the City of Apopka. 3) All Drainage Easements created by this plat are hereby granted to the City of Apopka for drainage purposes, and shall be the perpetual maintenance obligation of the City of Apopka. 4) All Sidewalk Easements created by this plat are hereby granted to The Townhomes at East Sixth Homeowners Association, Inc., a Florida not-for-profit corporation, for pedestrian ingress and egress purposes, and shall be the perpetual maintenance obligation of said homeowners' association. 5) All Landscape Tracts (L-1 and L-2) are hereby dedicated to The Townhomes at East Sixth Homeowners Association, Inc., a Florida not-for-profit corporation, as common areas and shall be used for landscape and open space, and shall be the perpetual maintenance obligation of said homeowners' association. 6) Roadway Tract (R-1) is hereby dedicated to The Townhomes at East Sixth Homeowners Association, Inc., a Florida not-for-profit corporation, as common area, and shall be used for vehicular ingress and egress purposes, and shall be the perpetual maintenance obligation of said homeowners' association. 7) The Drainage Tract is hereby dedicated to the City of Apopka for drainage purposes, and shall be the perpetual maintenance obligation of the City of Apopka.

IN WITNESS THEREOF, Hannibal Square Community Land Trust, Inc., a Florida not-for-profit corporation, has caused these presents to be signed by its President, this _____ day of _____, 2023.

Hannibal Square Community Land Trust, Inc., a Florida not-for-profit corporation.

By: _____
Name: Juan Hollingsworth
Title: President

Signed and sealed in the presence of:

witness signature: _____ Print Name: _____

witness signature: _____ Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of () physical presence or () online notarization, on this _____ day of _____, 2023, by Juan Hollingsworth, as President on behalf of the corporation executed the foregoing dedication and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed, and is personally known to me or has produced _____ as identification.

Notary Public

Printed Name, Notary Public State of Florida

My Commission Expires

Commission Number

CERTIFICATE OF APPROVAL 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 or points of measurements shown on this plat.

Surveyor's Signature _____ Date _____

Surveyor's Name _____ Registration No. _____

CERTIFICATE OF APPROVAL BY CITY ENGINEER

This is to certify that on _____, the foregoing plat was examined and approved by _____

City Engineer _____ Date _____

CERTIFICATE OF APPROVAL BY APOPKA PLANNING COMMISSION

This is to certify that on _____, the foregoing plat was examined by the Apopka Planning Commission of the City of Apopka

Chairman _____ Date _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

This is to certify that on _____, the City Council of the City of Apopka approved the foregoing plat.

Bryan Nelson, Mayor _____ Date _____

Susan M. Bone, CMC, City Clerk _____ Date _____

CERTIFICATE OF COUNTY COMPTROLLER

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

on _____ as DOC# _____

County Comptroller in and for Orange County, Florida

BY _____



SOUTHEASTERN SURVEYING & MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-6680 fax(407)292-0141
Certificate No. 19-2108
e-mail: info@southeasternsurveying.com

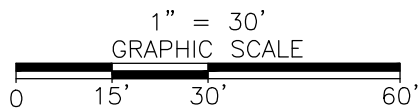
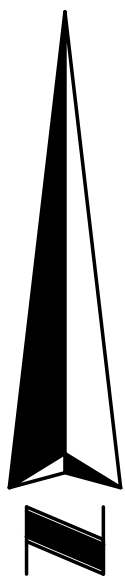
HANNIBAL SQUARE APOPKA

SHEET 2 OF 2
(66898003)

PLAT
BOOK

PAGE

REPLAT OF A PORTION OF LOTS 1, 2, 3, 4, 5, 6, 18, 19, 20, 21, 22, 23 AND 24, AND
A PORTION OF THE VACATED ALLEY PER OFFICIAL RECORDS BOOK 3453, PAGE 2525,
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LYING IN SECTION 10, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA.



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	24.33'	35°11'37"	14.94'	S17°22'26"W	14.71'
C2	14.33'	90°00'00"	22.51'	S45°13'23"E	20.27'
C3	14.33'	17°35'15"	4.40'	N81°25'45"W	4.38'
C4	14.33'	90°00'00"	22.51'	S44°46'37"W	20.27'
C5	14.33'	30°45'53"	7.69'	S74°23'41"W	7.60'
C6	5.00'	90°00'00"	7.85'	N45°13'23"W	7.07'
C7	14.34'	75°23'06"	18.87'	N52°02'26"E	17.54'
C8	2.33'	104°32'00"	4.25'	N37°57'34"W	3.69'
C9	4.33'	90°00'00"	6.80'	N44°46'37"E	6.12'
C10	14.33'	90°00'00"	22.51'	N45°13'23"W	20.27'
C11	14.33'	90°00'00"	22.51'	N44°46'37"E	20.27'
C12	24.33'	36°57'49"	15.70'	N18°42'17"W	15.43'
C13	14.33'	72°24'45"	18.11'	S36°25'45"E	16.93'
C14	14.33'	59°14'07"	14.82'	S29°23'41"W	14.16'

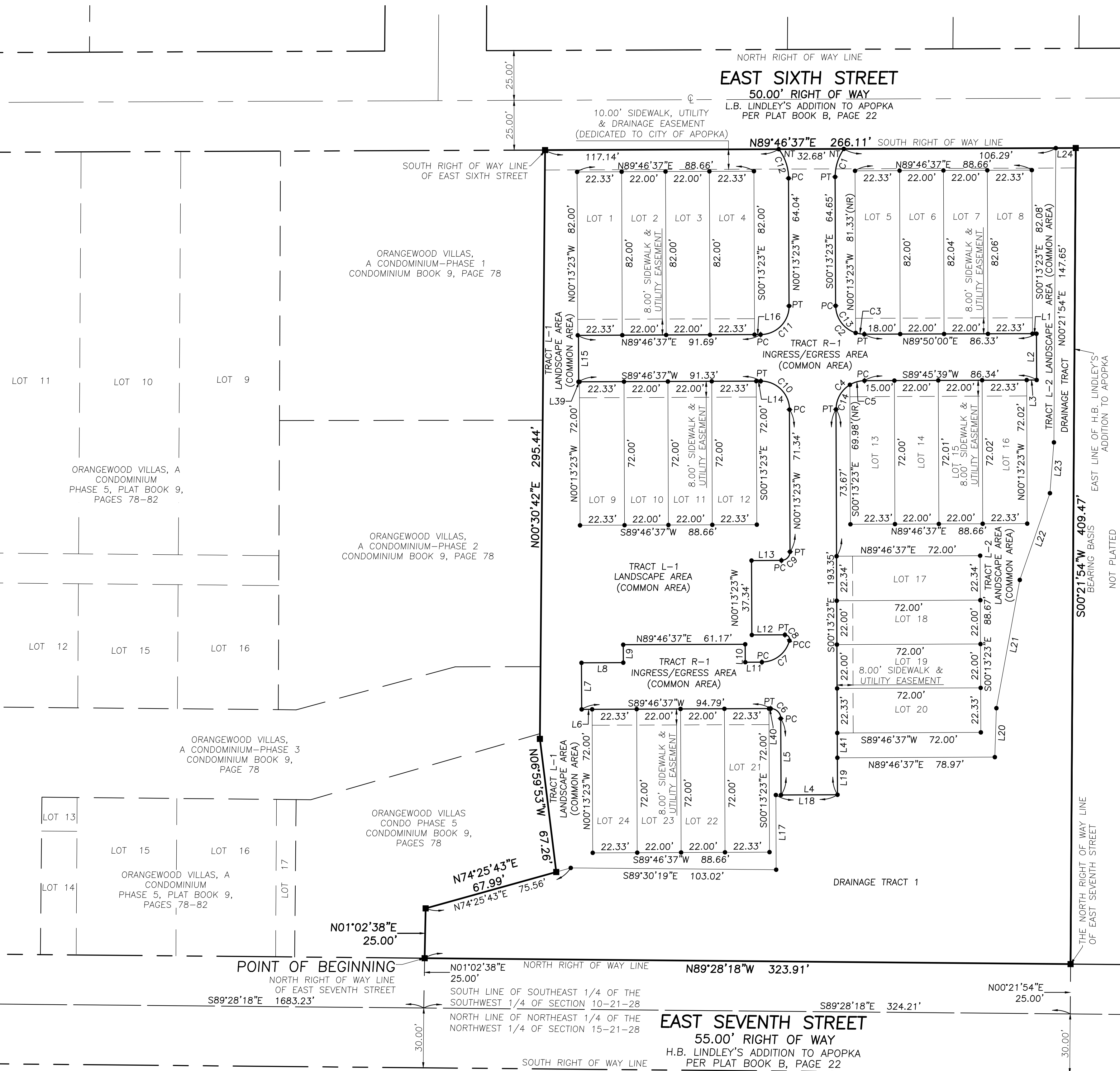
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°50'00"E	2.00'
L2	S00°14'21"E	23.23'
L3	S89°45'39"W	5.01'
L4	S89°46'37"W	28.34'
L5	N00°13'23"W	38.35'
L6	S89°46'37"W	5.26'
L7	N00°13'23"W	23.34'
L8	N89°46'37"E	20.97'
L9	N00°13'23"W	9.00'
L10	S00°13'23"E	9.00'
L11	N89°46'37"E	8.33'
L12	S89°46'37"W	16.62'
L13	N89°46'37"E	15.00'
L14	S89°46'37"W	2.26'

LINE TABLE		
LINE #	BEARING	LENGTH
L15	N00°13'23"W	23.34'
L16	S89°46'37"W	3.03'
L17	N00°13'23"W	37.48'
L18	N89°46'37"E	30.91'
L19	N00°13'23"W	18.56'
L20	N01°50'40"E	24.59'
L21	N10°19'34"E	65.41'
L22	N19°09'08"E	46.07'
L23	N04°30'52"E	25.56'
L24	N89°46'37"E	10.00'
L39	S89°46'37"W	0.41'
L40	S89°46'37"W	0.87'
L41	N00°13'23"W	12.45'

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF
SECTION 10-21-28
FOUND PK NAIL AND DISK
"PBS&J LB 024"
CERTIFIED CORNER RECORD
9 10 #082036
16 15



SOUTHEASTERN SURVEYING & MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32800-4300
(407)282-8080 fax(407)282-0141
Certificate No. LB-2108
e-mail: info@southeasternsurveying.com





City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 2.

Meeting Date: February 7, 2024

Department: Community Development

SUBJECT:

Kelly Industrial Park - Major Development Plan

REQUEST:

Approve the Kelly Industrial Park - Major Development Plan.

SUMMARY:

Owner(s): Lit Cadence West Kelly Phase I LLC

Applicant(s): Florida Engineering Group, Inc. c/o Sam J. Sebaali, P.E., President

Location: 3620 West Kelly Park Road

Project: Industrial Park

Density/Intensity: 0.39 floor area ratio (FAR) proposed; 0.1 FAR minimum required and 0.5 FAR maximum permitted

Project Manager: Jean Sanchez

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	Mixed Use	KPI-MU (Kelly Park Interchange - Mixed Use)	Wyld Oaks Development - Residential and Commercial Uses
East	Mixed Use	KPI-MU	Winding Meadows Residential Subdivision
South	Mixed Use	KPI-MU	Park View Preserve Residential Subdivision
West	Mixed Use and County Rural	KPI-MU and County A-1 (Citrus Rural)	Wyld Oaks Development - Employment Center

PROJECT SUMMARY:

The Kelly Industrial Park – Major Development Plan (MDP) proposes the development of seven buildings totaling 1,505,646 square feet for warehouse and other industrial uses, as well as, 146-space trailer parking spaces on 89.43 acres. This serves as the industrial portion of the Wyld Oaks Development, in which the applicant proposes to construct the park in three phases. The first phase consists of Buildings 1 through 4 with 422,904 square feet of area; the second phase comprises Buildings 5 and 6 with 545,048 square feet of area; and the third phase includes Building 7 with 537,694 square feet. The applicant is providing 456 parking spaces including 19 accessible spaces, while 158 parking spaces plus eight accessible spaces are required for the first phase. For Phase II, 190 parking spaces and eight accessible spaces are required, while the applicant is providing 434

spaces, including 10 accessible spaces. Phase III requires 184 parking spaces and 6 accessible spaces, whereas the applicant is providing 214 spaces with 10 accessible spaces. Urban street walls to screen parking spaces along Sadler Road will be required on the northern section of Golden Gem Road to screen the parking spaces from view.

At the Planning Commission meeting on April 11, 2023, the Planning Commission granted a variance to allow a maximum building setback of 94 feet in lieu of 20 feet from Sadler Road and 203 feet of building setback in lieu of 20 feet from Golden Gem Road. A dry retention pond, which will be developed in the first phase, is positioned on the eastern portion of the project site, adjacent to SR 429. The project meets the minimum required open space set-aside of 20%. The amenity entails a covered pavilion and benches around the retention pond. The site is currently vacant and mostly devoid of trees. The landscape plan proposes High Rise and Shumard Oaks; Southern and Bay Magnolias, as well as, Winged Elms and Red Maples. Winged Elms and Oaks line the perimeter of the project and the parking islands are mostly embellished with Winged Elm trees. Crape Myrtle and Holly trees are lined within the foundational planting areas adjacent to the buildings.

The Development Review Committee finds that the applicant demonstrates there is competent substantial evidence in the record that all of the following standards are met:

- a. The proposed development and use(s) in the development plan comply with Article 3: Zoning Districts, and Article 4: Use Regulations;
- b. The development proposed in the development plan and its general layout and design comply with all the standards in Article 5: Development Standards, and Article 6: Environmental Standards;
- c. The development proposed in the development plan complies with all conditions of approval in any development approval or permit to which the plan is subject;
- d. The development proposed in the development plan complies with all other applicable standards in this LDC and all other City regulations.

ACCESS/TRANSPORTATION:

The ingress/egress points are on Sadler and Golden Gem Road.

ORANGE COUNTY NOTIFICATION:

Orange County was notified at the time of the site plan submittal for this property through the DRC agenda distribution.

PUBLIC HEARING SCHEDULE:

January 9, 2024 – Planning Commission (5:30 P.M.)
February 7, 2024 – City Council (1:30 P.M.)

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

FUNDING SOURCE:
Not applicable.

RECOMMENDED MOTION:

Development Review Committee:

Recommends approval of the Kelly Industrial Park - Major Development Plan, subject to the findings in the staff report.

Planning Commission:

At its meeting on January 9, 2023, the Planning Commission unanimously approved the Kelly Industrial Park - Major Development Plan, subject to the findings in the staff report.

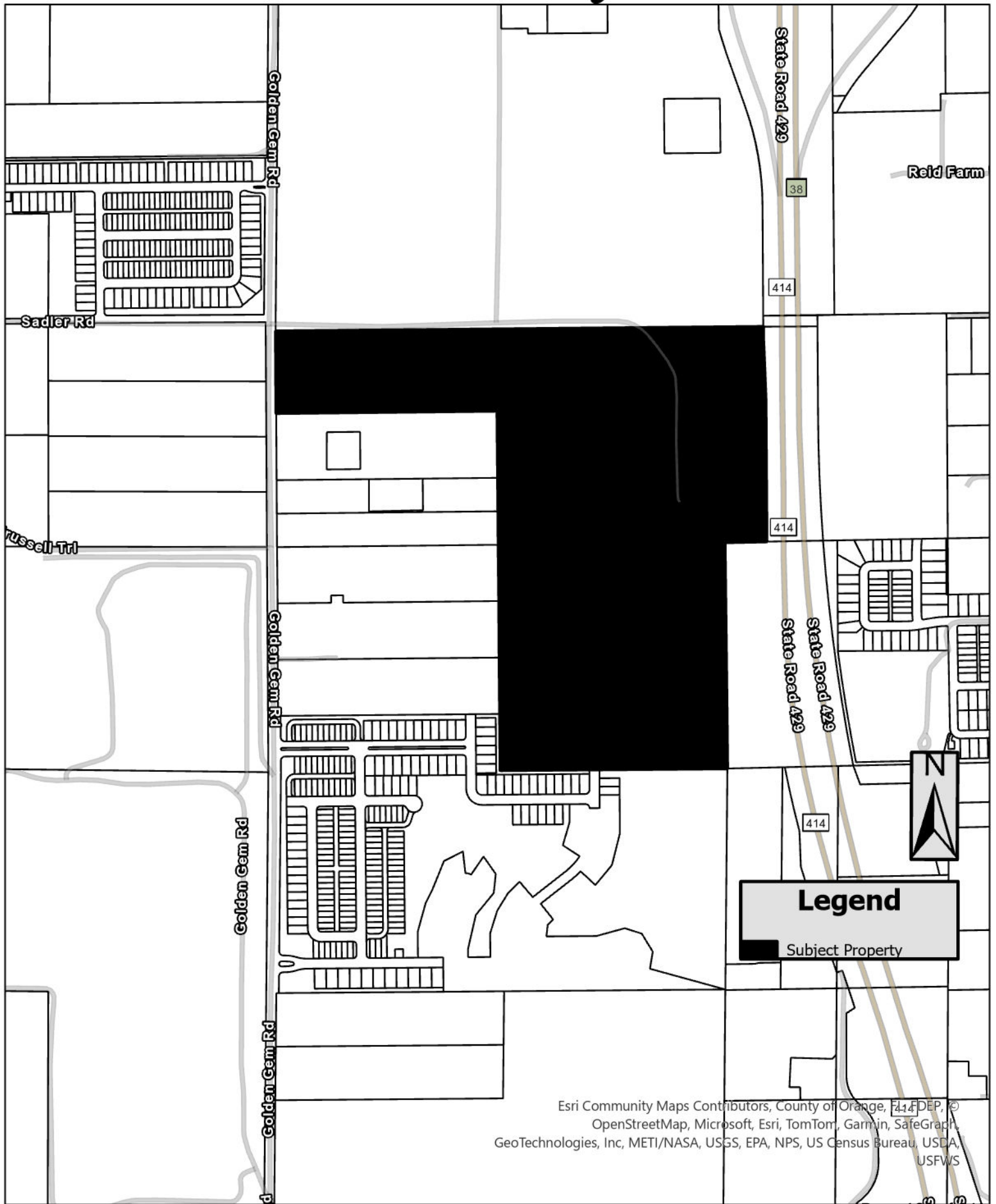
Recommended Motion – City Council:

Approve the Kelly Industrial Park - Major Development Plan.

ATTACHMENTS:

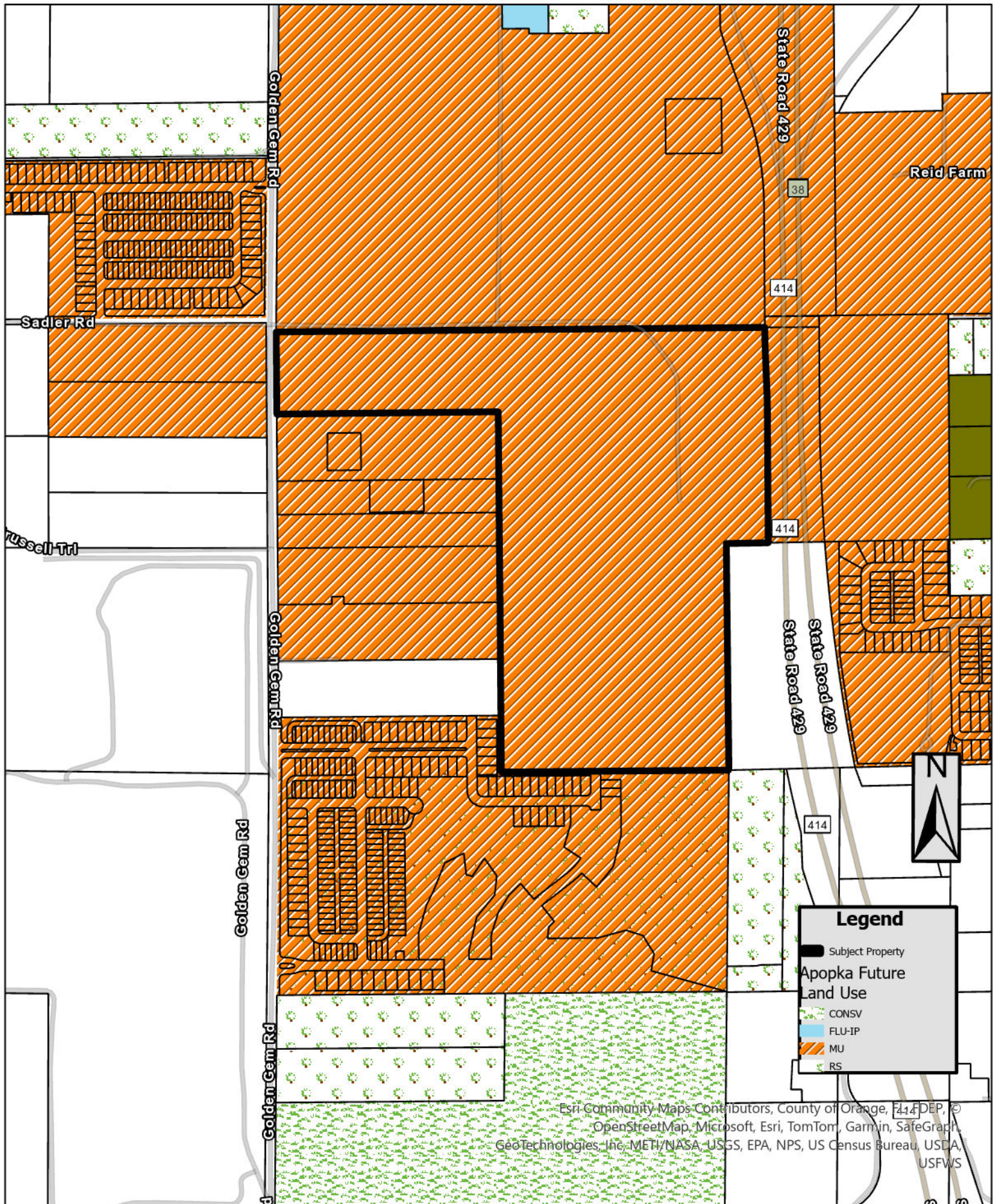
1. Maps
2. Kelly Industrial Park - MDP
3. Kelly Industrial Park - Elevations

Vicinity



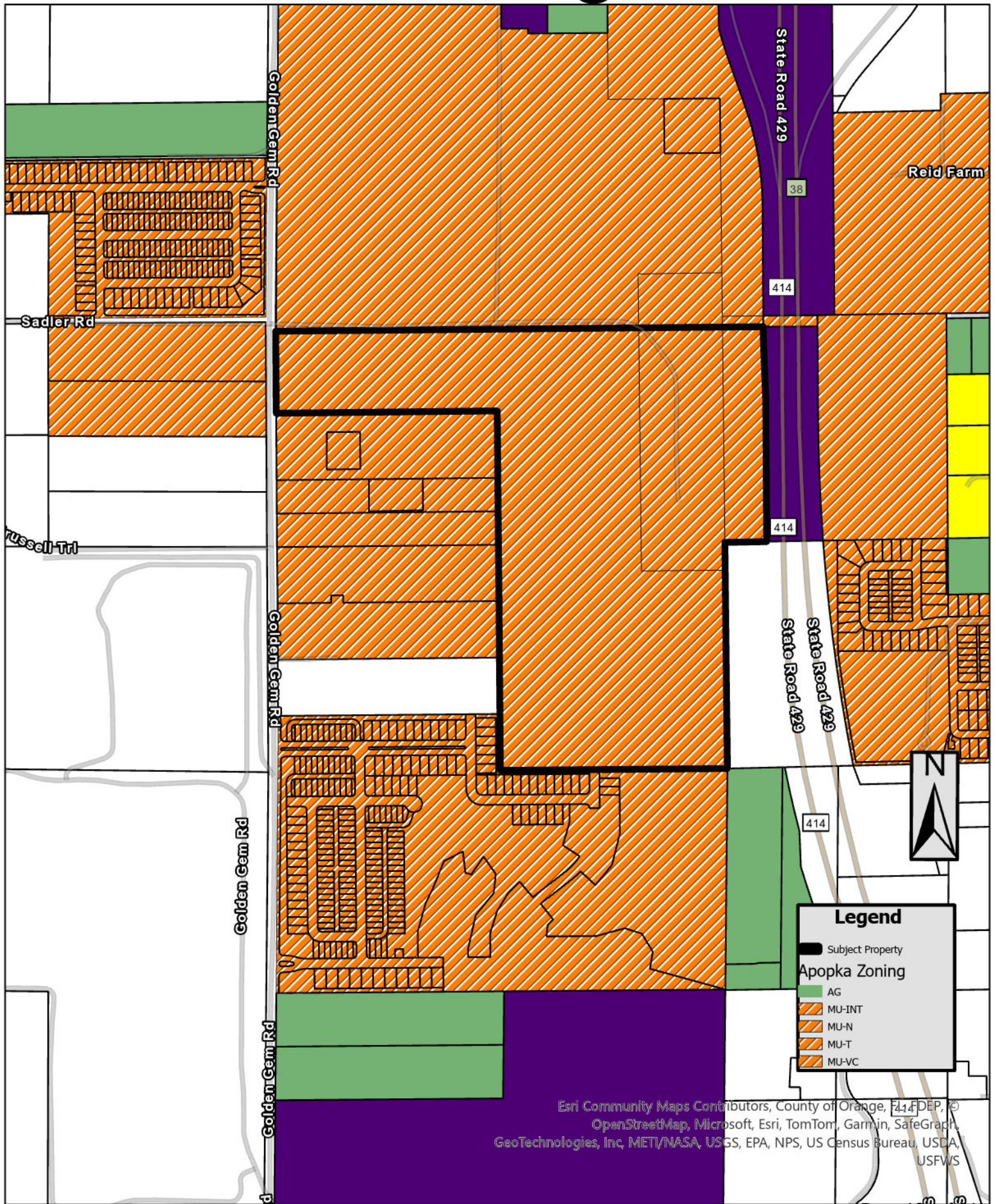
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USFWS

Future Land Use

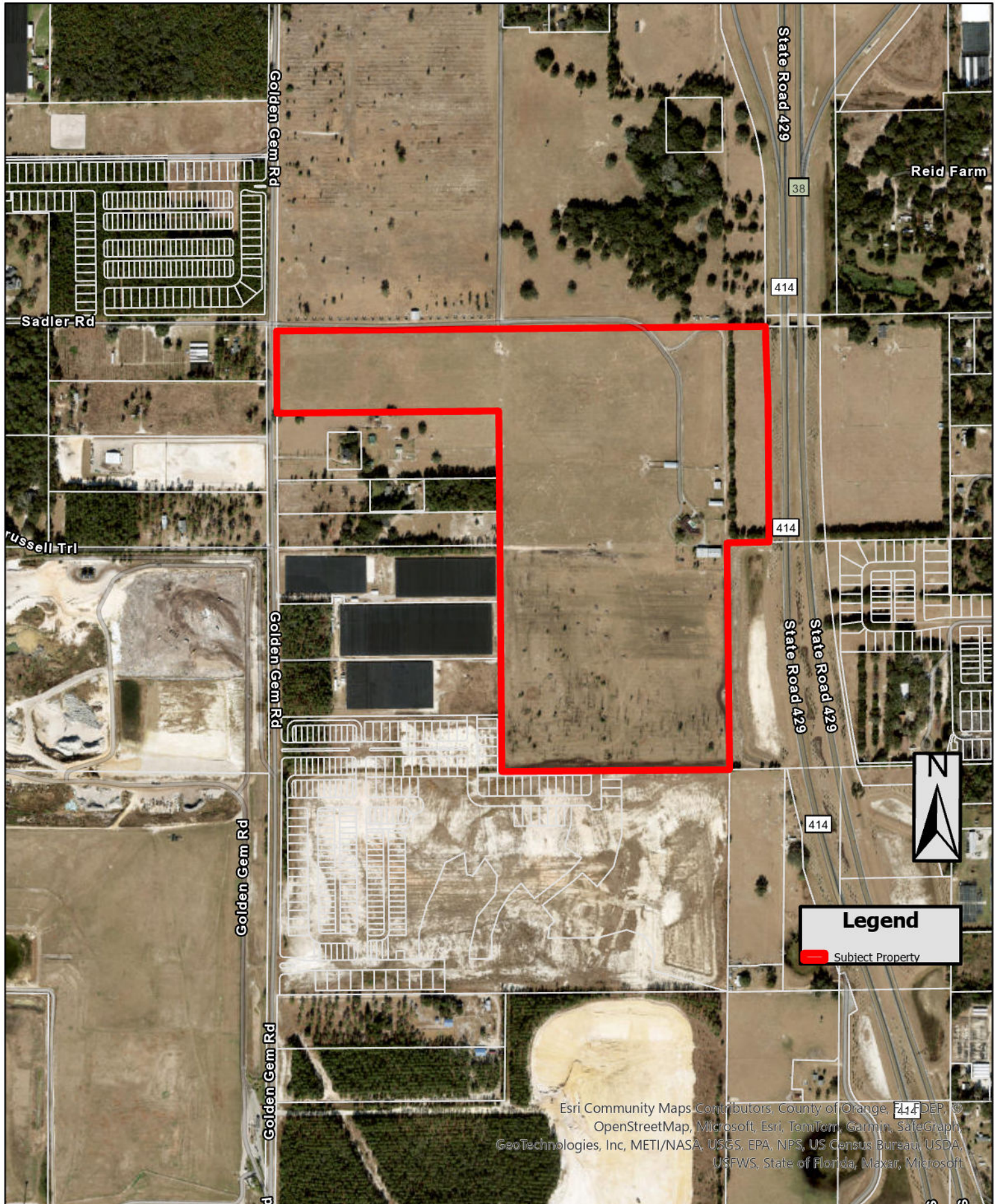


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 GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA,
 USFWS

Zoning



Aerial



MAJOR DEVELOPMENT PLAN KELLY INDUSTRIAL PARK APOPKA, FLORIDA

A PORTION OF PARCEL I.D. No. 13-20-27-4300-02-000

OWNER: LIT CADENCE WEST LLC
KELLY PHASE I
617 VIRGINIA DRIVE
ORLANDO, FL 32803-1857

OWNER/ APPLICANT: TODD W. WATSON, MGR.
CADENCE PARTNERS, LLC
617 VIRGINIA DRIVE
ORLANDO, FL 32803-1857
PHONE: (407) 489-0042
EMAIL: todd@cadencepartnersllc.com

GEOTECHNICAL: ROBERT A. TROMPKE, P.E.
PROFESSIONAL SERVICE INDUSTRIES, INC.
1748 33RD STREET
ORLANDO, FL 32839
PHONE: (407) 304-5560
FAX: (407) 304-5561

SURVEYOR: JAMES L. RICKMAN, P.S.M.
ALLEN & COMPANY
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA
PHONE: (407) 654-5355

SITE VICINITY MAP



NOT TO SCALE

PROJECT SCOPE NARRATIVE:

THE PROPOSED PROJECT CONSIST OF AN INDUSTRIAL PARK WITH SEVEN (7) PLANNED BUILDINGS TOTALING 1,505,646 S.F. TO BE CONSTRUCTED IN THREE PHASES. THE FIRST PHASE CONSISTS OF BUILDINGS 1 THROUGH 4 TOTALING 422,904 S.F. THE SECOND PHASE CONSISTS OF BUILDINGS 5 AND 6 TOTALING 545,048 S.F. AND THE THIRD PHASE CONSISTS OF BUILDING 7 TOTALING 537,694 S.F.

PLAN INDEX

- C-1 COVER SHEET
- C-2A ALTA/NSPS LAND TITLE BOUNDARY SURVEY (1 OF 2)
- C-2B ALTA/NSPS LAND TITLE BOUNDARY SURVEY (2 OF 2)
- C-3A SITE DEMOLITION AND STORMWATER POLLUTION PREVENTION PLAN
- C-3B SITE DEMOLITION AND STORMWATER POLLUTION PREVENTION NOTES
- C-4A OVERALL SITE AND OCCUPANCY PHASING PLAN
- C-4B PRELIMINARY SITE GEOMETRY NOTES
- C-4C PRELIMINARY SITE GEOMETRY PLAN (1 OF 3)
- C-4D PRELIMINARY SITE GEOMETRY PLAN (2 OF 3)
- C-4E PRELIMINARY SITE GEOMETRY PLAN (3 OF 3)
- C-5A PRELIMINARY SITE PAVING, GRADING, AND DRAINAGE PLAN (1 OF 3)
- C-5B PRELIMINARY SITE PAVING, GRADING, AND DRAINAGE PLAN (2 OF 3)
- C-5C PRELIMINARY SITE PAVING, GRADING, AND DRAINAGE PLAN (3 OF 3)
- C-5D PRELIMINARY SITE PAVING, GRADING, AND DRAINAGE NOTES
- C-6A PRELIMINARY SITE UTILITY PLAN (1 OF 3)
- C-6B PRELIMINARY SITE UTILITY PLAN (2 OF 3)
- C-6C PRELIMINARY SITE UTILITY PLAN (3 OF 3)
- C-6D PRELIMINARY SITE UTILITY NOTES
- C-7A SITE CROSS SECTIONS (1 OF 2)
- C-7B SITE CROSS SECTIONS (2 OF 2)
- C-8A FIRE TRUCK AND AUTOTURN PLAN (1 OF 2)
- C-8B FIRE TRUCK AND AUTOTURN PLAN (2 OF 2)
- L-1 PRELIMINARY SITE LANDSCAPE (1 OF 3)
- L-2 PRELIMINARY SITE LANDSCAPE (2 OF 3)
- L-3 PRELIMINARY SITE LANDSCAPE (3 OF 3)
- L-4 PRELIMINARY SITE LANDSCAPE NOTES

UTILITY COMPANIES

ELECTRIC: (800) 778-9140
TELEPHONE: (877) 366-8344 X 3
CABLE: (407) 832-9626
GAS:

DUKE ENERGY
CENTURYLINK
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
LAKE APOPKA NATURAL GAS DISTRICT



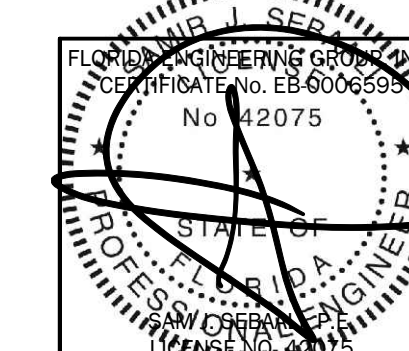
Engineering the Future

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

www.feg-inc.us

SITE NOTE:

ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.



THIS ITEM, INCLUDING ANY BOUND SHEETS, HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SAM J. SEBAALI, P.E. ON NOVEMBER 30, 2022 USING A DIGITAL SIGNATURE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

10/30/2023

SAM J. SEBAALI, P.E.
LICENSE NO. 42075

LEGAL DESCRIPTION:

PARCEL 1:

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE WEST 1/2 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°49'52" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 1356.86 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°08'41" EAST, FOR A DISTANCE OF 2147.97 FEET; THENCE RUN NORTH 89°58'09" WEST, ALONG THE NORTH LINE OF THE SOUTH 800 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 1321.42 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GOLDEN GEM ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 61, PAGE 315 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°17'29" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 544.78 FEET; THENCE RUN NORTH 01°08'04" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 2603.70 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 89°27'40" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 1324.32 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°34'14" WEST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 853.16 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°47'15" EAST, FOR A DISTANCE OF 160.19 FEET; THENCE RUN SOUTH 00°12'45" WEST, FOR A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 89°47'15" EAST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 476.16 FEET; THENCE RUN SOUTH 00°17'10" WEST, FOR A DISTANCE OF 395.99 FEET; THENCE RUN SOUTH 89°47'15" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 668.51 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 13; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°00'00" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 1042.54 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 500.00 FEET; THENCE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 1776.11 FEET; THENCE RUN SOUTH 90°00'00" EAST, FOR A DISTANCE OF 500.00 FEET TO A POINT ON THE AFORESAID EAST LINE OF THE WEST 1/2 OF SECTION 13; THENCE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 1185.59 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 10369, PAGE 190, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 13--20--27; THENCE RUN S 00°00'00" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 13 FOR A DISTANCE OF 1301.77 FEET TO A POINT ON THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN S 00°00'00" W FOR A DISTANCE OF 324.44 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE RUN N 89°52'05" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 335.07 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE RUN N 00°08'36" E ALONG SAID WEST LINE FOR A DISTANCE OF 325.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE RUN S 89°47'15" E ALONG SAID NORTH LINE FOR A DISTANCE OF 334.25 FEET TO THE AFORESAID POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, LOCATED IN ORANGE COUNTY, FLORIDA, LOCATED WEST OF THE RIGHT-OF-WAY LINE OF STATE ROAD 429 PER THE STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS 10803, PAGE 1152 AND AMENDED BY THE AMENDED STIPULATED FINAL JUDGMENT AS TO PARCELS 197/897, 230, 257 AND 267 AND AMENDMENT TO ORDER OF TAKING AS TO PARCEL 897 RECORDED OCTOBER 13, 2017 IN OFFICIAL RECORDS Doc# 20170562898, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 3:

COMMENCE AT THE SOUTH ¼ CORNER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 1185.59 FEET FOR A POINT OF BEGINNING, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 500 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 1776.11 FEET, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 500 FEET, THENCE SOUTH 1776.11 FEET MORE OR LESS TO THE POINT OF BEGINNING.

NOTE: LEGAL DESCRIPTION IS SUBJECT TO CHANGE UPON SUBMITTAL OF A MORE DEFINED AND ACCURATE LEGAL TO BE PREPARED BY A DULY LICENSED AND REGISTERED SURVEYOR.

SUBJECT PROPERTY (A PORTION OF THE ABOVE DESCRIBED PROPERTY)

LEGAL DESCRIPTION (AS PREPARED BY THIS FIRM)

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA IS DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTH 1/4 CORNER OF SAID SECTION 13; THENCE RUN SOUTH 89°31'40" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 13 FOR A DISTANCE OF 1356.86 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE RUN NORTH 00°29'47" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SAID SECTION 13 FOR A DISTANCE OF 2147.97 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTH WEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE RUN SOUTH 89°23'24" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1321.42 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 61, PAGE 315 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°21'03" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 484.78 FEET TO A POINT ON A LINE 60.00 FEET SOUTH OF AND PARALLEL WHEN MEASURED PERPENDICULARLY TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE RUN NORTH 89°15'04" EAST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 2914.44 FEET TO A POINT ON THE WEST LIMITED ACCESS RIGHT OF WAY LINE OF S.R. 429 (WEKIVA PARKWAY) ACCORDING TO FDOT RIGHT OF WAY MAP PROJECT NUMBER 429-203; THENCE RUN THE FOLLOWING COURSES ALONG SAID WEST LIMITED ACCESS RIGHT OF WAY LINE, SOUTH 00°21'30" EAST FOR A DISTANCE OF 84.61' FEET; THENCE RUN SOUTH 02°15'59" EAST FOR A DISTANCE OF 360.40' FEET; THENCE RUN SOUTH 00°22'19" EAST FOR A DISTANCE OF 845.51' FEET; THENCE RUN SOUTH 88°57'47" WEST FOR A DISTANCE OF 249.89' FEET; THENCE RUN SOUTH 00°38'29" EAST FOR A DISTANCE OF 1350.83' FEET TO THE POINT OF BEGINNING.

TOTAL AREA 104 ACRES, MORE OR LESS.

LEGEND:

- FOUND CONCRETE MONUMENT AS NOTED
- FOUND IRON ROD OR PIPE AS NOTED
- CABLE TELEVISION RISER
- GUY WIRE
- ✱ METAL LIGHT POLE
- ⊞ ELECTRICAL VAULT
- ⊞ ELECTRICAL PANEL
- ⊞ WOODEN POWER POLE
- ⊞ FIBER OPTIC VAULT
- ⊞ FIBER OPTIC MARKER
- ⊞ MAILBOX
- ⊞ SINGLE STAND SIGN
- ⊞ WELL
- ⊞ NATURAL GAS MARKER
- ⊞ RECLAIMED WATER VALVE
- ⊞ FIRE HYDRANT
- ⊞ WATER METER
- ⊞ WATER VALVE
- ⊞ PLAT BOOK
- PG(S) PAGE(S)
- α — OVERHEAD ELECTRICAL LINE
- R/W RIGHT OF WAY
- CHANGE IN DIRECTION

EXCEPTIONS:

- ANY PORTION OF THE INSURED LAND LYING WITHIN WEST KELLY PARK ROAD, AS DESCRIBED IN THE RIGHT OF WAY EASEMENT FOR PUBLIC ROAD PURPOSES IN FAVOR OF THE COUNTY OF ORANGE RECORDED IN DEED BOOK 398, PAGE 190, UNDER COUNTY DEED RECORDED IN OFFICIAL RECORDS BOOK 10606, PAGE 8543. (AS TO PARCEL 1) **(DOES NOT AFFECT SUBJECT PROPERTY)**
- RESERVATIONS CONTAINED IN THOSE DEEDS FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED JANUARY 7, 1941 IN DEED BOOK 561, PAGE 84 AND RECORDED NOVEMBER 23, 1945 IN DEED BOOK 678, PAGE 39, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. NOTE: THE RIGHT OF ENTRY AND EXPLORATION RUNNING WITH THE ABOVE RESERVATION OF AN INTEREST IN PHOSPHATE, MINERALS, METALS, AND/OR PETROLEUM HAS BEEN RELEASED BY FLORIDA STATUTE 270.11(2) AS TO THE LANDS CONVEYED IN DEED BOOK 561, PAGE 84 ONLY. (AS TO PARCEL 1) **(DOES NOT AFFECT SUBJECT PROPERTY)**
- RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED IN DEED BOOK 585, PAGE 94. (AS TO PARCEL 1) **(AFFECTS SUBJECT PROPERTY AND IS BLANKET IN NATURE)**
- EASEMENT FOR RIGHT OF WAY AS SET FORTH IN INSTRUMENT RECORDED OCTOBER 21, 1955 IN OFFICIAL RECORDS BOOK 27, PAGE 700. (AS TO PARCEL 1) **(DOES NOT AFFECT SUBJECT PROPERTY)**
- RIGHT OF WAY AGREEMENT IN FAVOR OF ORANGE COUNTY, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 61, PAGE 315. (AS TO PARCEL 1) **(AFFECTS SUBJECT PROPERTY SHOWN AS GOLDEN GEM ROAD)**
- EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED JULY 20, 1973 IN OFFICIAL RECORDS BOOK 2432, PAGE 537 AND AS AFFECTED BY THE SUBORDINATION OF EASEMENTS AGREEMENT RECORDED OCTOBER 10, 2014 IN OFFICIAL RECORDS BOOK 10818, PAGE 2082. (AS TO PARCEL 2) **(AFFECTS SUBJECT PROPERTY AS SHOWN)**
- NOTICE OF FUTURE ASSESSMENT RECORDED JUNE 7, 1983 IN OFFICIAL RECORDS BOOK 3384, PAGE 579. (AS TO PARCEL 2) **(DOES NOT AFFECT SUBJECT PROPERTY)**
- TERMS, CONDITIONS, RESERVATIONS, RIGHTS TO CONSTRUCT ROAD, USE OF THE PREMISES DESCRIBED THEREIN AS AN UNPAVED COUNTY ROAD KNOWN AS GOLDEN GEM ROAD, HELD BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, AND ANY LIENS, TAXES AND/OR SPECIAL ASSESSMENTS IMPOSED UPON THE PREMISES DESCRIBED THEREIN, AS EVIDENCED BY NOTICE OF FUTURE ASSESSMENT, EXECUTED BY M. JAMES MCNEILL, DATED AUGUST 20, 1984 AND RECORDED AUGUST 20, 1984 IN BOOK 3544, PAGE 1226. (AS TO PARCELS 1 AND 3) **(AFFECTS SUBJECT PROPERTY AS SHOWN)**
- DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED SEPTEMBER 11, 1984 IN OFFICIAL RECORDS BOOK 3552, PAGE 2524. (AS TO PARCELS 1 AND 3) **(AFFECTS SUBJECT PROPERTY AS SHOWN)**
- DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED DECEMBER 10, 1984 IN OFFICIAL RECORDS BOOK 3584, PAGE 2376. (AS TO PARCELS 1 AND 3) **(AFFECTS SUBJECT PROPERTY AS SHOWN)**
- TERMS AND CONDITIONS AS SET FORTH IN EASEMENT AGREEMENT, CONTAINING MAINTENANCE OBLIGATIONS, BY AND BETWEEN AVALON CITRUS ASSOCIATES, INC., A FLORIDA CORPORATION AND ROBERT E. SUTTON AND CATHERINE P. SUTTON, RECORDED SEPTEMBER 23, 1996 IN OFFICIAL RECORDS BOOK 5125, PAGE 4248. (AS TO PARCEL 1) **(BENEFITS SUBJECT PROPERTY)**
- DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED MAY 15, 2003 IN OFFICIAL RECORDS BOOK 6913, PAGE 3946. (AS TO PARCEL 1) **(AFFECTS SUBJECT PROPERTY AS SHOWN)**
- TERMS AND CONDITIONS AS SET FORTH IN BENEFICIAL INGRESS AND EGRESS EASEMENT BETWEEN ROCHELLE HOLDINGS XIII, LLC, AS GRANTOR AND RICHARD J. RISSER AND SHIRLEY RISSER, HUSBAND AND WIFE, AS GRANTEE, DATED MARCH 28, 2007 AND RECORDED APRIL 2, 2007 IN BOOK 9192, PAGE 3519. (AS TO PARCELS 1 AND 3) **(AFFECTS SUBJECT PROPERTY AS SHOWN)**
- TERMS AND CONDITIONS AS SET FORTH IN UTILITY EASEMENT MADE BY AND BETWEEN ROCHELLE HOLDINGS XIII, LLC, AS GRANTOR AND RICHARD J. RISSER AND SHIRLEY RISSER, HUSBAND AND WIFE, AS GRANTEE, DATED MARCH 7, 2007 AND RECORDED APRIL 2, 2007 IN BOOK 9192, PAGE 3524. (AS TO PARCELS 1 AND 3) **(AFFECTS SUBJECT PROPERTY AS SHOWN)**
- MEMORANDUM OF UNDERSTANDING BY AND AMONG THE ORANGE COUNTY SCHOOL BOARD, A CORPORATE BODY EXISTING UNDER THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA, AND THE CITY OF APOPKA, A FLORIDA MUNICIPAL CORPORATION, RECORDED OCTOBER 1, 2010 IN OFFICIAL RECORDS BOOK 10113, PAGE 358. (AS TO PARCELS 2 AND 3) **(AFFECTS SUBJECT PROPERTY AND IS BLANKET IN NATURE)**
- ORDINANCE NO. 2230 KELLY PARK CROSSING DEVELOPMENT OF REGIONAL IMPACT RECORDED IN OFFICIAL RECORDS BOOK 10320, PAGE 165, AMENDED UNDER ORDINANCE NO. 2602, AMENDING AND CORRECTING ORDINANCE NO. 2564 AND THE FIRST AMENDMENT TO THE DEVELOPMENT ORDER FOR THE KELLY PARK CROSSING DEVELOPMENT OF REGIONAL IMPACT ("DRI" OR "KELLY PARK CROSSING DRI") ADOPTED MAY 17, 2017, RECORDED IN OFFICIAL RECORDS DOC# 20170627271, AS AFFECTED BY NOTICE OF ASSIGNMENT OF RIGHTS AND DEVELOPER STATUS RECORDED IN OFFICIAL RECORDS DOC# 20190807646. (AS TO PARCELS 1, 2 AND 3) **(AFFECTS SUBJECT PROPERTY AND IS BLANKET IN NATURE)**
- RIGHTS OF INGRESS AND EGRESS OF OTHER PARTIES OVER THE LANDS DESCRIBED HEREIN, DUE TO OTHER PARTIES' LANDS BEING LANDLOCKED BY THE LANDS DESCRIBED HEREIN, INCLUDING, BUT NOT LIMITED TO, RIGHTS CREATED UNDER CHAPTERS 704 AND 712, FLORIDA STATUTES. NOTE: PROPERTY CONVEYED BY WARRANTY DEED TO FREEPORT RAPIDS PARTNERS, G.P. RECORDED IN OFFICIAL RECORDS BOOK 10369, PAGE 190, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA WAS CONVEYED WITHOUT A BENEFITED EASEMENT FOR INGRESS AND EGRESS AND/OR OTHER MEANS OF ACCESS. (AS TO PARCEL 1) **(DOES NOT AFFECT SUBJECT PROPERTY)**
- SCHOOL MITIGATION AGREEMENT FOR CAPACITY ENHANCEMENT APK-10-001 BY AND BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, A BODY CORPORATE AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; LINCOLN CORN FARMS I, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROJECT ORLANDO, LLC, A FLORIDA LIMITED LIABILITY COMPANY; ROCHELLE HOLDINGS XIII, LLC, A FLORIDA LIMITED LIABILITY COMPANY; RICHARD J. RISSER AND SHIRLEY R. RISSER, HUSBAND AND WIFE, AND ST II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED JANUARY 28, 2013 IN OFFICIAL RECORDS BOOK 10512, PAGE 2705. (AS TO PARCELS 1, 2 AND 3) **(AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND THERE ARE NO PLOTTABLE EASEMENTS)**
- PERPETUAL EASEMENT DESCRIBED AS PARCEL 897 IN STIPULATED ORDER OF TAKING RECORDED SEPTEMBER 11, 2014 IN OFFICIAL RECORDS BOOK 10803, PAGE 1152 **(AFFECTS SUBJECT PROPERTY AND IS BLANKET IN NATURE)** AND TOGETHER WITH AND AFFECTED BY THE NOTICE OF FILING TERMS RECORDED FEBRUARY 9, 2016 IN OFFICIAL RECORDS DOC# 20160689164 **(DOES NOT AFFECT SUBJECT PROPERTY)** AND AMENDED BY THE AMENDED STIPULATED FINAL JUDGMENT AS TO PARCELS 197/897, 230, 257 AND 267 AND AMENDMENT TO ORDER OF TAKING AS TO PARCEL 897 RECORDED OCTOBER 13, 2017 IN OFFICIAL RECORDS DOC# 20170562898. **(DOES NOT AFFECT SUBJECT PROPERTY)** (AS TO PARCEL 2)
- TAKING OF ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW ALONG THE ABUTTING LINES OF PARCEL 197, AS TAKEN IN THAT CERTAIN STIPULATED ORDER OF TAKING RECORDED SEPTEMBER 11, 2014 IN OFFICIAL RECORDS BOOK 10803, PAGE 1152 AND AMENDED BY THE AMENDED STIPULATED FINAL JUDGMENT AS TO PARCELS 197/897, 230, 257 AND 267 AND AMENDMENT TO ORDER OF TAKING AS TO PARCEL 897 RECORDED OCTOBER 13, 2017 IN OFFICIAL RECORDS DOC# 20170562898. (AS TO PARCEL 2) **(AFFECTS SUBJECT PROPERTY AND IS BLANKET IN NATURE)**



VICINITY MAP NOT TO SCALE

SURVEYOR'S NOTES:

Bearings shown hereon are based on the South line of the SW 1/4 of Section 13--20--27 as being S89°31'40"W. (on assumed bearing for angular designation only)

There may be easements and restrictions of record and/or private agreements not furnished to this surveyor or shown on this boundary survey that may affect property rights and/or land use rights of the subject property.

This survey was performed with the benefit of an insurance title commitment, prepared by Fidelity National Title Insurance Company, Commitment number 10483544, effective date May 17, 2022 at 5:00 PM. The subject property is a portion of the lands described therein. The legal description shown hereon was prepared by this firm at the clients instructions.

There may be environmental issues and/or other matters regulated by various departments of federal, state or local governments affecting the subject property not shown on this survey.

This survey was performed for the sole and exclusive benefit of the entities listed hereon and shall not be relied upon by any other entity or individual whomsoever.

Adjoining parcel owner and recording information delineated hereon was obtained from the Orange County Property Appraiser's public access system.

This survey is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Underground utilities and improvements were not located, unless shown hereon.

Unless otherwise noted or shown hereon, apparent and/or visible, unobstructed, above ground improvements were located. Underground improvements, such as foundations and utilities, were not located, unless noted otherwise.

Unless otherwise noted or shown hereon, there are no apparent and/or unobstructed, above ground encroachments. The disposition of any potential encroaching improvements shown is beyond professional purview and subject to legal interpretation.

Subject property shown hereon is in Zone X, area of minimal flood hazard, according to Flood Insurance Rate Maps panel numbers 12095C0050H and 12095C0125H, maps revised 9/24/2021. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

The surveyed lands shown hereon is a citrus grove. There a various maintenance roads that run through the property that were not located.

We hereby certify that the lands shown hereon and the adjacent parcels of land, where they share a common boundary line, are contiguous with no gaps, gores, hiatus, or overlaps.

There are no platted setback or building restriction lines which have been recorded in subdivision plats and no record documents have been delivered to surveyor for said lines.

There is no observed evidence of cemeteries and burial grounds on the property.

There is no observable evidence of earth moving works, building construction, or additions within recent months.

There is no observed evidence of changes in street right-of-way lines either completed or proposed and recent street or sidewalk construction or repairs.

There is no observable evidence of the site being used as a solid waste dump, sump or sanitary landfill.

CERTIFIED TO:
FIDELITY NATIONAL TITLE INSURANCE
CADENCE PARTNERS, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 8, 11, 13, 16, 17 & 18 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON 3/29/2022.

SIGNATURE_____

JAMES L. RICKMAN, FLORIDA LICENSED SURVEYOR AND MAPPER #5633
FOR THE LICENSED FIRM OF ALLEN & COMPANY, LICENSED BUSINESS #6723



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

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

ALTANSPS LAND TITLE BOUNDARY SURVEY
OF
KELLY PARK CADENCE
SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

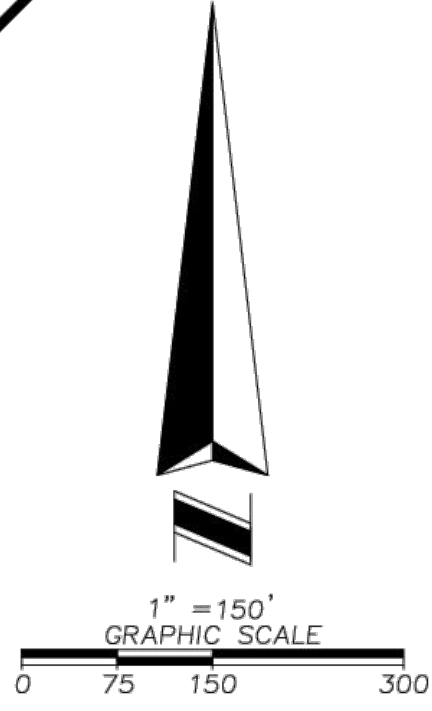
FOR:
CADENCE PARTNERS, LLC

F.E.G. PROJECT NO.	
22-032	
SHEET NO.	
C-2A	
SHEET 2 OF 26	

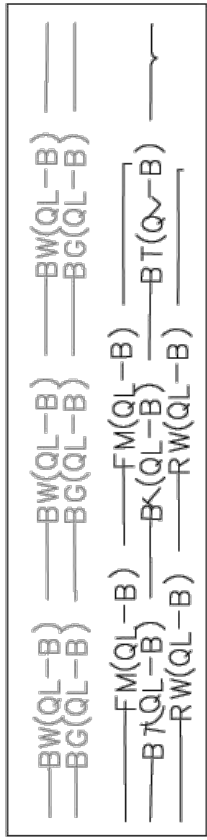
DATE	REVISIONS
5.8.22	TREES & CONTOURS
5.10.22	UPDATED TITLE

JOB #: 20220310
DATE: 3/29/2022
SCALE: 1" = 150'
CALC BY: JLR
FIELD BY: ADT/ACH
DRAWN BY: DY/RT
CHECKED BY: SEJ

SHEET 1 OF 2



UNDERGROUND UTILITIES DETAIL
(NOT TO SCALE)



POINT NO.	DESCRIPTION
7985	OAK 22
7986	OAK 24
7987	OAK 19
7988	OAK 25
7989	OAK 14
7990	OAK 29
7991	OAK 14-12
7992	OAK 25
7993	OAK 25
7994	OAK 12
7995	OAK 12
7996	OAK 23
7998	OAK 23
7999	OAK 9-8
8000	OAK 11
8001	OAK 21
8002	OAK 32
8004	OAK 20
8005	OAK 8
8006	OAK 11-9

POINT NO.	DESCRIPTION
8027	OAK 19
8028	OAK 13
8029	OAK 19
8030	OAK 18
8031	OAK 18
8032	OAK 22
8033	OAK 17
8034	OAK 18
8035	OAK 18
8036	OAK 7
8037	OAK 18
8038	OAK 15
8039	OAK 21
8040	OAK 23
8041	OAK 15
8042	OAK 20
8043	OAK 11
8044	OAK 15
8045	OAK 15
8046	OAK 15

POINT NO.	DESCRIPTION
8007	OAK 13-7
8008	OAK 7
8009	OAK 7
8010	OAK 9
8011	OAK 15
8012	OAK 15
8013	OAK 18
8014	OAK 7
8015	OAK 22
8016	OAK 10
8017	OAK 13
8018	OAK 16
8019	OAK 15
8020	OAK 21
8021	OAK 17
8022	OAK 15
8023	OAK 19
8024	OAK 15
8025	OAK 17
8026	OAK 16

POINT NO.	DESCRIPTION
8047	OAK 15
8048	OAK 23
8049	OAK 17
8050	OAK 13
8053	OAK 26
8054	OAK 9
8055	OAK 9
8056	OAK 19
8059	OAK 20
8060	OAK 15
8061	OAK 18
8062	OAK 7
8063	OAK 8



F.E.G. PROJECT NO.	22-032
SHEET NO.	C-2B
SHEET 3 OF 26	



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ALTANSPS LAND TITLE BOUNDARY SURVEY
OF
KELLY PARK CADENCE
SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

FOR:
CADENCE PARTNERS, LLC

DATE	REVISIONS
8.8.22	TREES & CONTOURS ADDED

JOB #:	20220310
DATE:	3/29/2022
SCALE:	1" = 150'
CALC BY:	JLR
FIELD BY:	ADT/ACH
DRAWN BY:	DY/RT
CHECKED BY:	SEJ

SHEET 2 OF 2



DEMOLITION KEYNOTES

- D1. F.D.O.T. TYPE "III" SILT FENCE EROSION CONTROL BARRIER.
- D3. 25'x50' GRAVEL CONSTRUCTION ENTRANCE.
- D3. REMOVE EXISTING FENCE.
- D4. COMPLETELY REMOVE EXISTING BUILDING & ITS ASSOCIATED STRUCTURES FROM ALL IMPROVEMENT AREAS.
- D5. REMOVE EXISTING CONCRETE, ASPHALT & SIDEWALK.
- D6. REMOVE EXISTING POWER POLE, LIGHT POLE AND OVERHEAD LINE. COORDINATE NEW SERVICE WITH POWER COMPANY.
- D7. REMOVE EXISTING WINDMILL.
- D8. EXISTING TREE TO BE REMOVED.
- D9. EXISTING FLORIDA POWER DISTRIBUTION EASEMENTS TO BE VACATED. OWNER TO COORDINATE WITH DUKE ENERGY/ FLORIDA POWER VACATION OF EASEMENTS & RECORDATION OS NEW EASEMENTS AS REQUIRED FOR THE PROPOSED DEVELOPMENT.

NOTE:

THIS SITE IS COVERED BY A MASS GRADING PLAN FOR KELLY PARK PREPARED BY KIMLEY-HORN. EXISTING CONDITIONS AT TIME OF DEVELOPMENT SHALL BE VERIFIED PRIOR TO CONSTRUCTION AS THEY MAY VARY FROM EXISTING SURVEY CONDITIONS. SPECIFICALLY, ALL EXISTING IMPROVEMENTS ARE ANTICIPATED TO BE REMOVED AND THE SITE MASS GRADED PRIOR TO DEVELOPMENT.



PLAN LEGEND	
	SAW CUT & REMOVE EXISTING ASPHALT & CONCRETE IN HATCHED AREAS.
	EXISTING TREE TO BE REMOVED.
	EXISTING TREE TO REMAIN.
	SILT FENCE EROSION CONTROL BARRIER

CONTRACTOR ACKNOWLEDGEMENT:
THIS PLAN HAS BEEN PREPARED UNDER _____ DIRECTION AND KNOWLEDGE. I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

DATE: _____
(NOTE: CONTRACTOR IS REQUIRED TO REVIEW & SIGN THIS PLAN PRIOR TO START CONSTRUCTION)

SITE NOTE:

ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.

01/31/2023	PER CITY COMMENTS DATED 01/09/2023	JT	SJS
05/02/2023	PHASING PLAN ADJUSTMENT	JT	SJS
08/02/2023	WEST PARCEL ADJUSTMENT	JT	SJS
10/27/2023	PER CITY COMMENTS DATED 09/18/2023	JT	SJS
DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA



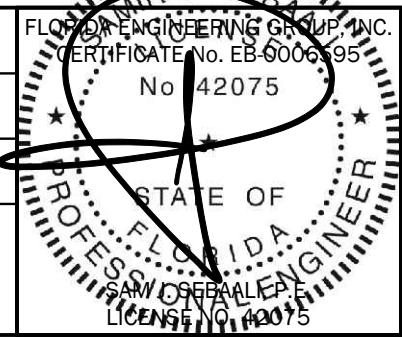
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

www.feg-inc.us

SITE DOMLITION AND STORMWATER
POLLUTION PREVENTION PLAN

DESIGNED BY SJS	DRAWN BY JT	CHECKED BY SJS	APPROVED BY SJS
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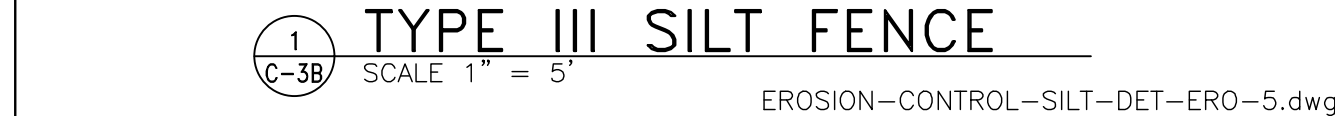
PROJECT NO. 22-032	SCALE 1"=200'	DATE NOVEMBER 30, 2022	SHEET NO. C-3A
SHEET 4 OF 26			



10/30/2023

THIS ITEM, INCLUDING ANY BOUND SHEETS, HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SAM J. SEBALL, P.E. ON NOVEMBER 30, 2022 USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



1. THE PROPOSED CONSTRUCTION ACTIVITY WILL ENTAIL THE CLEARING & GRUBBING OF PORTIONS OF THE 89.43± ACRE SITE AS NEEDED, FOR PHASED CONSTRUCTION OF BUILDINGS 1 THROUGH 4 IN PHASE I, BUILDINGS 5 AND 6 IN PHASE II, AND BUILDING 7 IN PHASE III ALONG WITH ASSOCIATED PARKING, DRAINAGE & UTILITIES.

7. WASTE DISPOSAL SHALL BE IMPLEMENTED IN ACCORDANCE WITH LOCAL, STATE & FEDERAL REGULATIONS. ALL TRUCKS EXITING THE SITE WILL BE HOSED, ITS LOAD COVERED AND THE COVER PROPERLY SECURED. THE STORAGE, APPLICATION, GENERATION & MIGRATION OF ALL FERTILIZERS, HERBICIDES, PESTICIDES & TOXIC MATERIAL SHALL BE IN ACCORDANCE W/ LOCAL, STATE & FEDERAL REGULATIONS.

1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, & LOCAL CODES, ORDINANCES, & REGULATIONS GOVERNING POLLUTION OF THE ENVIRONMENT & SHALL IMPLEMENT ALL MEASURES NEEDED TO ENSURE ADEQUATE EROSION & SEDIMENT CONTROL DURING THE ENTIRE DURATION OF CONSTRUCTION. EROSION & SEDIMENT CONTROL MEASURES SHALL CONFORM TO CITY OF APOPKA, ST. JOHNS RIVER WATER

5. ALL EROSION & SEDIMENT CONTROL MEASURES WHICH ARE NECESSARY TO LIMIT THE TRANSPORT OF SILTS & SEDIMENTS TO OUTSIDE THE LIMITS OF THE WORK AREA OR TO WATER BODIES OR WETLANDS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE BEST MANAGEMENT PRACTICES & IMPLEMENT STRUCTURAL MEASURES AS NEEDED TO PREVENT EROSION & SEDIMENT TRANSPORT FROM THE WORK AREAS. THE FOLLOWING ARE MINIMUM RECOMMENDED GUIDELINES TO BE IMPLEMENTED DURING CONSTRUCTION AS PART OF THE EROSION & SEDIMENT CONTROL PLAN:

THE SURFACE AREA OF OPEN, RAW ERODIBLE SOILS EXPOSED BY CLEARING & GRUBBING OPERATIONS OR EXCAVATION & FILLING OPERATIONS SHALL BE LIMITED AS NEEDED TO MINIMIZE THE POTENTIAL OF DUST PRODUCTION. IN ADDITION,

2. ONSITE VEHICLE TRAFFIC SHOULD BE LIMITED TO A MAXIMUM 15 MPH SPEED, AND THE NUMBER AND ACTIVITY OF VEHICLES SHOULD BE CONTROLLED AT ANY GIVEN TIME.
3. A MOBILE UNIT SHOULD BE AVAILABLE TO APPLY WATER TO CONTROL DUST WHEN NEEDED.

1. THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF EXISTING UTILITIES & OTHER FEATURES ARE SHOWN ON THE PLANS ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PLAN PREPARATION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF ALL EXISTING UTILITIES &

4. ALL TRASH, DEBRIS, & OTHER MATERIAL REMOVED FROM THE SITE SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.

1. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT THE LOCATION SHOWN ON THE PLANS. TRAFFIC FROM UNSTABILIZED AREAS OF CONSTRUCTION SHALL BE DIRECTED THRU THE STPD BARRIER. FLAGGING OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT & DIRECT VEHICULAR EGRESS ACROSS THE STPD.

3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE & CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER &/OR CITY OF APOPKA.

A) WASTE DISPOSAL:

ALL WASTE MATERIAL WILL BE COLLECTED AND STORED IN A METAL DUMPSTER WHICH WILL BE MAINTAINED BY A LICENSED SOLID WASTE MANAGEMENT COMPANY IN CITY OF APOPKA. THE DUMPSTER WILL MEET ALL LOCAL, STATE AND FEDERAL REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED AS OFTEN AS NECESSARY TO NOT CAUSE OVERFLOW. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. NO CONSTRUCTION WASTE WILL BE BURIED ONSITE. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE SUPERINTENDENT CONSTRUCTION TRAILER. THE INDIVIDUAL RESPONSIBLE FOR MANAGING THIS TASK WILL BE IDENTIFIED BY THE CONTRACTOR.

ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN ACCORDANCE WITH THE APPLICABLE LOCAL, STATE & FEDERAL REGULATIONS. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR HAZARDOUS WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE SUPERINTENDENT CONSTRUCTION TRAILER. THE INDIVIDUAL RESPONSIBLE FOR MANAGING THIS TASK WILL BE IDENTIFIED BY THE CONTRACTOR.

ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF THREE TIMES PER WEEK BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY LOCAL REGULATION.

A GRAVEL CONSTRUCTION ENTRANCE HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEPED DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPAULIN.

A NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NDPES) IS REQUIRED FOR THE PROJECT. UNLESS OBTAINED BY THE OWNER, THE CONTRACTOR SHALL APPLY AND OBTAIN A NOI NDPES PRIOR TO START OF CONSTRUCTION ACTIVITIES.

THIS PLAN HAS BEEN PREPARED UNDER _____ DIRECTION AND KNOWLEDGE. I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.

	01/31/2023	⚠ PER CITY COMMENTS DATED 01/09/2023	JT	SJS
	05/02/2023	⚠ PHASING PLAN ADJUSTMENT	JT	SJS
	08/02/2023	⚠ WEST PARCEL ADJUSTMENT	JT	SJS
	10/27/2023	⚠ PER CITY COMMENTS DATED 09/18/2023	JT	SJS
	DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN KELLY INDUSTRIAL PARK APOPKA, FLORIDA

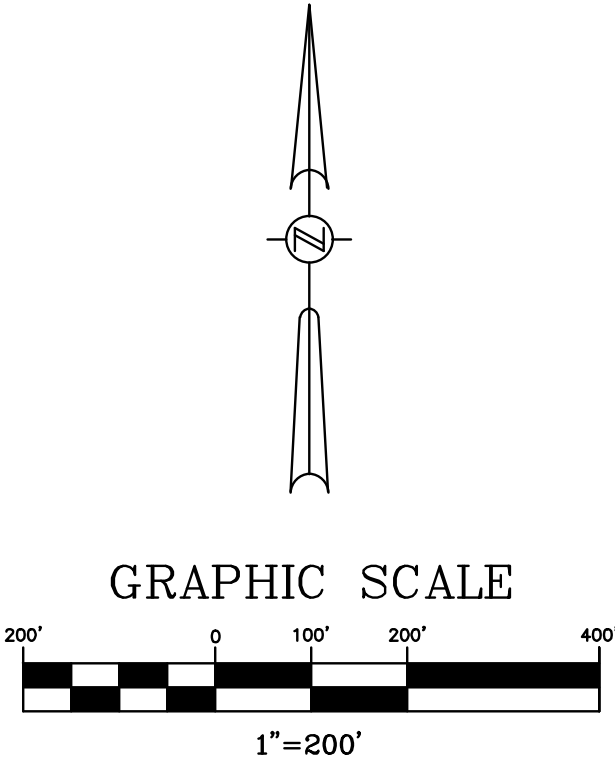
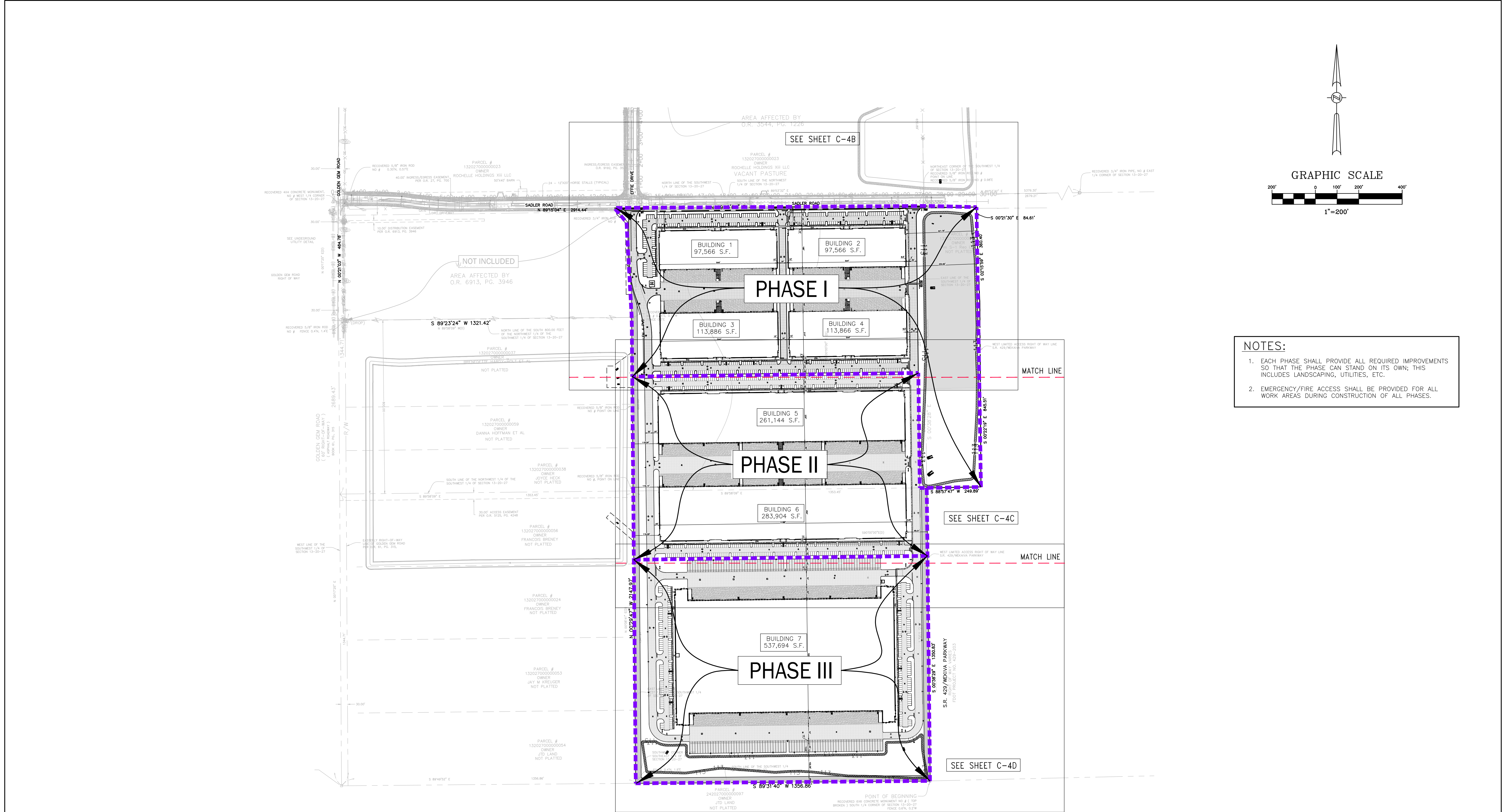


5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

SITE DOMLITION AND STORMWATER POLLUTION PREVENTION NOTES

DESIGNED BY SJS	DRAWN BY JT	CHECKED BY SJS	APPROVED BY SJS
--------------------	----------------	-------------------	--------------------

PROJECT NO.	22-032		THIS ITEM, INCLUDING ANY BOUND SHEETS, HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SAM J. BEALL, P.E. ON NOVEMBER 30, 2022 USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
SCALE	NOTED		
DATE	NOVEMBER 30, 2022		
SHEET NO.	C-3B		
SHEET 5 OF 26			



- NOTES:**
1. EACH PHASE SHALL PROVIDE ALL REQUIRED IMPROVEMENTS SO THAT THE PHASE CAN STAND ON ITS OWN; THIS INCLUDES LANDSCAPING, UTILITIES, ETC.
 2. EMERGENCY/FIRE ACCESS SHALL BE PROVIDED FOR ALL WORK AREAS DURING CONSTRUCTION OF ALL PHASES.

SITE NOTE:

ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.

01/31/2023	PER CITY COMMENTS DATED 01/09/2023	JT	SJS
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08/02/2023	WEST PARCEL ADJUSTMENT	JT	SJS
10/27/2023	PER CITY COMMENTS DATED 09/18/2023	JT	SJS
DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA

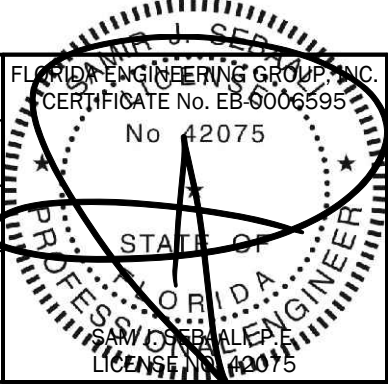


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Fax: 407-895-0325
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OVERALL SITE AND OCCUPANCY
PHASING PLAN

DESIGNED BY SJS	DRAWN BY JT	CHECKED BY SJS	APPROVED BY SJS
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PROJECT NO. 22-032	SCALE NOTED
DATE NOVEMBER 30, 2022	SHEET NO. C-4A
SHEET 6	OF 26



10/30/2023

THIS ITEM, INCLUDING ANY BOUND SHEETS, HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SAM J. SEBALL, P.E., ON NOVEMBER 30, 2022 USING A DIGITAL SIGNATURE.
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PARKING

PARKING REQUIRED PHASE I

BUILDING 1		
WAREHOUSE	97,566 S.F. (1 SPACE PER 600 S.F. FOR FIRST 3,000 S.F. PLUS 1 SPACE PER ADDITIONAL 3,000 S.F.)	37 SPACES
TOTAL PARKING REQUIRED		37 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		2 SPACES
BUILDING 2		
WAREHOUSE	97,566 S.F. (1 SPACE PER 600 S.F. FOR FIRST 3,000 S.F. PLUS 1 SPACE PER ADDITIONAL 3,000 S.F.)	37 SPACES
TOTAL PARKING REQUIRED		37 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		2 SPACES
BUILDING 3		
WAREHOUSE	113,886 S.F. (1 SPACE PER 600 S.F. FOR FIRST 3,000 S.F. PLUS 1 SPACE PER ADDITIONAL 3,000 S.F.)	42 SPACES
TOTAL PARKING REQUIRED		42 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		2 SPACES
BUILDING 4		
WAREHOUSE	113,886 S.F. (1 SPACE PER 600 S.F. FOR FIRST 3,000 S.F. PLUS 1 SPACE PER ADDITIONAL 3,000 S.F.)	42 SPACES
TOTAL PARKING REQUIRED		42 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		2 SPACES
TOTAL PARKING REQUIRED FOR PHASE I:		158 SPACES

PARKING REQUIRED PHASE II

BUILDING 5		
WAREHOUSE	261,144 S.F. (1 SPACE PER 600 S.F. FOR FIRST 3,000 S.F. PLUS 1 SPACE PER ADDITIONAL 3,000 S.F.)	91 SPACES
TOTAL PARKING REQUIRED		91 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		4 SPACES
BUILDING 6		
WAREHOUSE	283,904 S.F. (1 SPACE PER 600 S.F. FOR FIRST 3,000 S.F. PLUS 1 SPACE PER ADDITIONAL 3,000 S.F.)	99 SPACES
TOTAL PARKING REQUIRED		99 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		4 SPACES
TOTAL PARKING REQUIRED FOR PHASE II:		190 SPACES

PARKING REQUIRED PHASE III

BUILDING 7		
WAREHOUSE	537,694 S.F. (1 SPACE PER 600 S.F. FOR FIRST 3,000 S.F. PLUS 1 SPACE PER ADDITIONAL 3,000 S.F.)	184 SPACES
TOTAL PARKING REQUIRED		184 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		6 SPACES
TOTAL PARKING REQUIRED FOR PHASE III:		184 SPACES

PARKING PROVIDED PHASE I

BUILDING 1		
STANDARD PARKING SPACES		144 SPACES
ACCESSIBLE PARKING		4 SPACES
VAN ACCESSIBLE PARKING		1 SPACES
TOTAL PARKING PROVIDED		149 SPACES
BUILDING 2		
STANDARD PARKING SPACES		97 SPACES
ACCESSIBLE PARKING		3 SPACES
VAN ACCESSIBLE PARKING		1 SPACES
TOTAL PARKING PROVIDED		101 SPACES
BUILDING 3		
STANDARD PARKING SPACES		99 SPACES
ACCESSIBLE PARKING		4 SPACES
VAN ACCESSIBLE PARKING		1 SPACES
TOTAL PARKING PROVIDED		104 SPACES
BUILDING 4		
STANDARD PARKING SPACES		99 SPACES
ACCESSIBLE PARKING		4 SPACES
VAN ACCESSIBLE PARKING		1 SPACES
TOTAL PARKING PROVIDED		104 SPACES
TOTAL PARKING PROVIDED FOR PHASE I		456 SPACES
MIN. 20% OR A MIN. OF 92 PARKING SPACES SHALL BE PERVIOUS CONCRETE PAVEMENT.		
PARKING PROVIDED PHASE II		
BUILDING 5		
STANDARD PARKING SPACES		211 SPACES
ACCESSIBLE PARKING		5 SPACES
VAN ACCESSIBLE PARKING		1 SPACES
TOTAL PARKING PROVIDED		217 SPACES
BUILDING 6		
STANDARD PARKING SPACES		211 SPACES
ACCESSIBLE PARKING		5 SPACES
VAN ACCESSIBLE PARKING		1 SPACES
TOTAL PARKING PROVIDED		217 SPACES
TOTAL PARKING PROVIDED FOR PHASE II		434 SPACES
MIN. 20% OR A MIN. OF 87 PARKING SPACES SHALL BE PERVIOUS CONCRETE PAVEMENT.		
PARKING PROVIDED PHASE III		
BUILDING 7		
STANDARD PARKING SPACES		204 SPACES
ACCESSIBLE PARKING		8 SPACES
VAN ACCESSIBLE PARKING		2 SPACES
TOTAL PARKING PROVIDED		214 SPACES
TRAILER PARKING PROVIDED		146 SPACES
TOTAL PARKING PROVIDED FOR PHASE III		214 SPACES
MIN. 20% OR A MIN. OF 43 PARKING SPACES SHALL BE PERVIOUS CONCRETE PAVEMENT.		

SIDEWALK NOTE:

ALL SIDEWALK SHALL COMPLY WITH SECTION 5.13.6 OF THE CITY OF APOPKA LAND DEVELOPMENT CODE. ADA ACCESSIBLE CURB CUT RAMPS SHALL BE PROVIDED AT ALL STREET AND DRIVEWAY CROSSINGS IN ACCORDANCE WITH CITY OF APOPKA CONSTRUCTION DESIGN STANDARDS MANUAL AND FDOT SPECIFICATIONS.

GREEN BUILDING STANDARDS

THE FOLLOWING ELEMENTS ARE TO BE PROVIDED WITH THE FINAL DESIGN TO MEET THE MIN. 4.0 POINTS REQUIRED FOR THE GREEN BUILDING STANDARDS PER LDC SECTION 5.11.4:

- PROVIDE COOL ROOFS ON THE BUILDINGS – 1.50 POINTS
- PROVIDE CENTRAL AIR CONDITIONERS THAT ARE ENERGY STAR QUALIFIED – 0.50 POINT.
- PROVIDE STORM WATER INFILTRATION SYSTEM(S)/PONDS THAT CAPTURES A MINIMUM OF 25% OF SITE STORMWATER RUNOFF – 1.00 POINT
- PROVIDE MORE BICYCLE PARKING THAN REQUIRED BY SEC. 5.1.11, BICYCLE PARKING STANDARDS, WHILE ENSURING THAT ALL OTHER BICYCLE PARKING STANDARDS IN SECTION 5.1 – 1.5 POINTS

SITE NOTE:

ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.

SITE DATA

PROPERTY LOCATION: S. OF SADLER ROAD AND EAST OF GOLDEN GEM ROAD

PROPERTY FUTURE LAND USE DESIGNATION: MU–KPI
PROPERTY ZONING: KELLY PARK INTERCHANGE MIXED–USE–EMPLOYMENT DISTRICT

EXISTING USE: VACANT / RESIDENTIAL
PROPOSED USE: INDUSTRIAL WAREHOUSING
PROJECT AREA: 89.43

PROPOSED GROSS FLOOR AREA:	
BUILDING 1	97,566 S.F.
BUILDING 2	97,566 S.F.
BUILDING 3	113,886 S.F.
BUILDING 4	113,886 S.F.
BUILDING 5	261,144 S.F.
BUILDING 6	283,904 S.F.
BUILDING 7	537,694 S.F.
TOTAL	1,505,646 S.F.

ALLOWABLE FLOOR AREA: MIN. 0.1; MAX. 0.5
PROPOSED FLOOR AREA: 0.39

BUILDING SETBACKS (REQUIRED)		BUILDING SETBACKS (PROPOSED)	
FRONT (NORTH)	10' (MIN.) 20' (MAX.)*	FRONT (NORTH)	89'
SIDE (WEST)	20' (MIN.)	SIDE (EAST)	95'
SIDE (EAST)	10' (MIN.)	SIDE (WEST)	116'
REAR (SOUTH)	20'	REAR (SOUTH)	265'

*A VARIANCE TO THE MAXIMUM BUILDING SETBACKS HAS BEEN GRANTED BY CITY COUNCIL ON APRIL 11, 2023 TO ALLOW MAXIMUM SETBACK OF 93 FT. ON SADLER ROAD.

MAXIMUM ALLOWABLE BUILDING HEIGHT: 6 STORIES
BUILDING HEIGHT PROPOSED: 1 STORY – 75FT.

BUILDING CONSTRUCTION TYPE
II B, SPRINKLERED

BUFFER YARDS

PROPOSED USE		ABUTTING USE	REQUIRED BUFFER TYPE
INDUSTRIAL	FRONT (NORTH)	STREET*	N/A
INDUSTRIAL	SIDE (EAST)	STREET	N/A
INDUSTRIAL	SIDE (WEST)	STREET	N/A
INDUSTRIAL	REAR (SOUTH)	MU-N	C

*MIN. 3FT., MAX. 5FT. TALL URBAN SOUTH STREET WALL REQUIRED PER SECTION M.3 OF THE CITY OF APOPKA KELLY PARK INTERCHANGE FORM–BASED CODE. 3FT. TALL WALL PROPOSED.

SITE AREA CALCULATIONS

BUILDING FOOTPRINT	1,505,646 S.F.		
SIDEWALK	42,106 S.F.		
PAVING	1,356,611 S.F.		
IMPERVIOUS AREA	2,904,363 S.F.	66.68 AC.	74.56 %
PERVIOUS AREA	991,202 S.F.	22.75 AC.	25.44 %
TOTAL SITE AREA	3,895,565 S.F.	89.43 AC.	100.00 %

MINIMUM OPEN SPACE REQUIRED: 20 %
OPEN SPACE PROVIDED (GREEN AREAS INCLUDES ALL SODDED AREAS & ONLY 46.2% OF AMENITIZED DRY RETENTION POND AREAS)
SODDED AREAS: 599,698 S.F. 13.77 AC.
DRY RETENTION POND AREAS: 391,304 S.F. 8.98 AC.
46.2% OF AMENITIZED DRY RETENTION POND AREA (NORTH PORTION OF POND 3 COUNTED TOWARD OPEN SPACE): 180,776 S.F. 4.15 AC.

OPEN SPACE PROVIDED (13.77 AC. + 4.15 AC.): 780,674 S.F. 17.92 AC. 20 %

FLOOD ZONE

FLOOD ZONE "X" PER FEMA F.I.R.M. PANEL 12095C0125H DATED: SEPTEMBER 24, 2021

SOILS

4–CANDLER FINE SAND, 0 TO 5 PERCENT SLOPES; 5–CANDLER FINE SAND 5 TO 12 PERCENT SLOPES.

WETLAND STATEMENT

THERE ARE NO JURISDICTIONAL WETLANDS WITHIN THE PROJECT SITE.

HAZARDOUS MATERIALS STATEMENT

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE

LIGHTING SHALL COMPLY WITH CITY OF APOPKA LAND DEVELOPMENT CODE SECTION 5.6.

INDUSTRIAL DESIGN STANDARDS NOTE

THE PROJECT SHALL COMPLY WITH THE INDUSTRIAL DESIGN STANDARDS SET FORTH IN APPENDIX D SECTION 5 AND ARTICLE 5 OF THE CITY APOPKA LAND DEVELOPMENT CODE.

NON–RESIDENTIAL GLAZING REQUIREMENTS

THE BUILDINGS THAT FRONT THE NEW SADLER ROAD, THE AREA OF GLASS BETWEEN 3 FEET AND 8 FEET ABOVE GRADE DIVIDED BY THE AREA OF THE BUILDING FAÇADE ALSO BETWEEN 3 FEET AND 8 FEET ABOVE GRADE SHALL BE NO LESS THAN 30%. (KPI–FBC SECTION K-7.(b)(i)). THE OTHER BUILDINGS IN THE INDUSTRIAL PARK WILL NOT BE REQUIRED TO MEET THIS MINIMUM GLASS REQUIREMENT BUT SHALL PROVIDE GLASS AT THE CORNERS OF THE BUILDINGS FOR ARCHITECTURAL INTEREST.

DUMPSTER NOTE

THE DUMPSTER SHALL HAVE OPAQUE GATING AND THE WALL SHALL HAVE A DECORATIVE CONCRETE CAP. WALL SHALL BE ARCHITECTURALLY COMPATIBLE MATERIAL TO THE PRINCIPLE BUILDING.

SIGNAGE NOTE

SIGNAGE SHALL COMPLY WITH SECTION O OF THE CITY OF APOPKA KPI–FBC.

SITE NOTES

- ALL CURB RADII ARE TO BE 5.0', TYPICAL, UNLESS NOTED OTHERWISE. EXCEPTION: RADII @ ISLANDS ARE TO FIT ISLAND WIDTHS, UNLESS NOTED OTHERWISE.
- LANDSCAPE ISLAND NOSE NOT TO EXCEED THE PARKING STALL DEPTH &/OR PROTRUDE INTO DRIVE ISLES, TYPICAL.
- LOWER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.

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08/02/2023	WEST PARCEL ADJUSTMENT	JT	SJS
10/27/2023	PER CITY COMMENTS DATED 09/18/2023	JT	SJS
DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA



5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

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PRELIMINARY SITE GEOMETRY NOTES

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
SJS	JT	SJS	SJS

PROJECT NO.	22-032	FLORIDA ENGINEERING GROUP, INC. CERTIFICATE No. EB 6006575		THIS ITEM, INCLUDING ANY BOUND SHEETS, HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SAM J. SEBALL, P.E. ON NOVEMBER 30, 2022 USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
SCALE	NOTED	No. 2075		
DATE	NOVEMBER 30, 2022	STATE OF FLORIDA		
SHEET NO.	C-4B	PROFESSIONAL ENGINEER		
SHEET 7	OF 26			10/30/2023

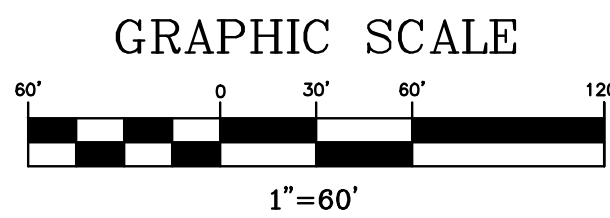
◆ SITE STRIPING & SIGNAGE KEYNOTES

- S1. PROPERTY BOUNDARY.
S2. HANDICAP PARKING STALL, TYPICAL.
S3. HANDICAP SIGN.
S4. 24" THERMOPLASTIC STOP BAR.
S5. R1-1 HIGH INTENSITY REFLECTORIZED "STOP" SIGN.
S6. DIRECTIONAL ARROWS PER LATEST F.D.O.T. STANDARD PLANS INDEX 711-001, TYPICAL.
S7. CROSSWALK STRIPING PER LATEST F.D.O.T. STANDARD PLANS INDEX 711-001, TYPICAL.
S8. VAN ACCESSIBLE PARKING STALL, TYPICAL.
S9. VAN ACCESSIBLE SIGN MOUNTED BELOW HANDICAP SIGN.

⊕ SITE CONSTRUCTION KEYNOTES

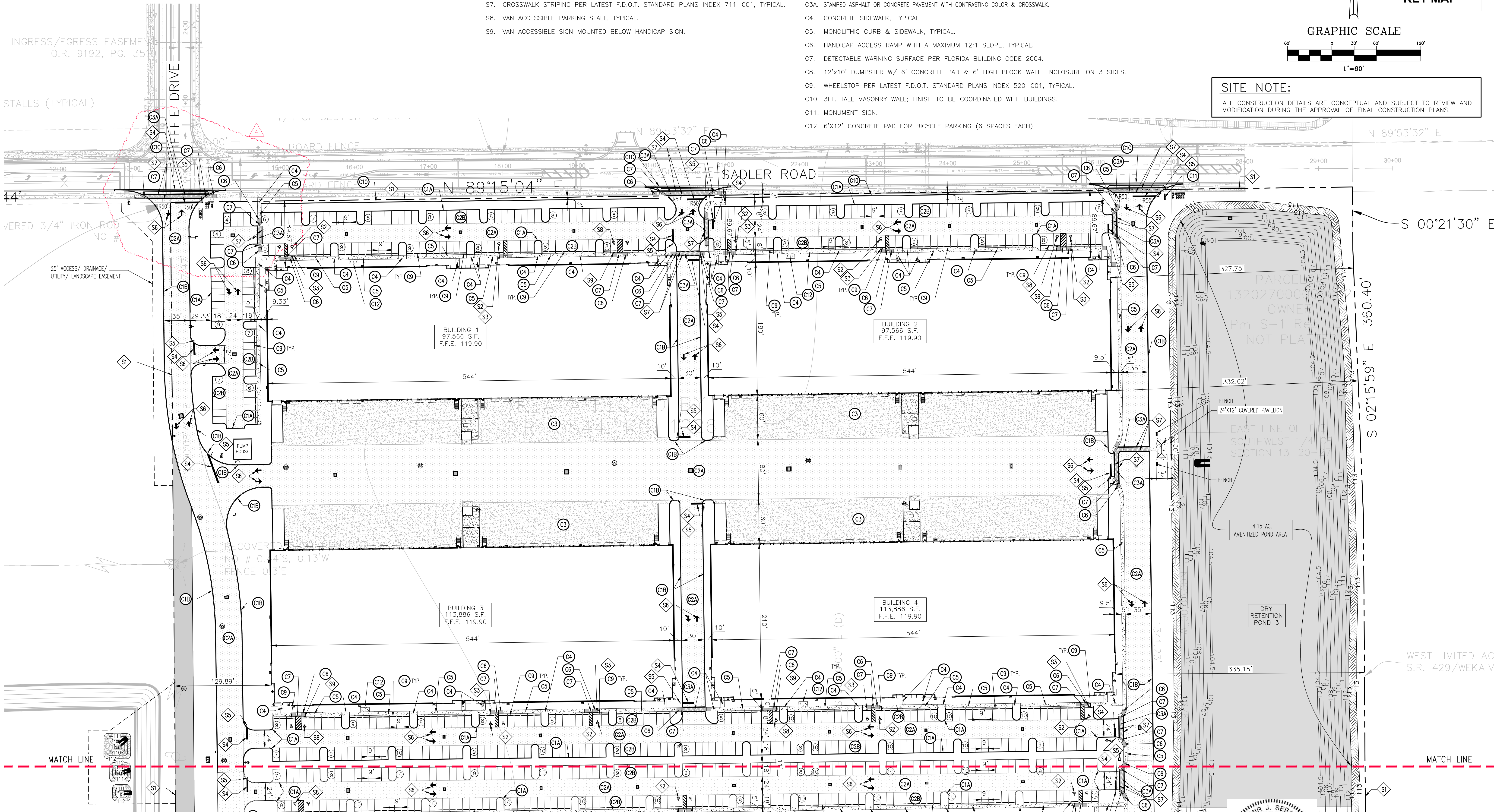
- C1A. 6" HEAD CURB, TYPICAL.
C1B. F.D.O.T. TYPE "D" CURB PER LATEST F.D.O.T. STANDARD PLANS INDEX 520-001, TYPICAL.
C1C. F.D.O.T. 3' VALLEY GUTTER PER LATEST F.D.O.T. STANDARD PLANS INDEX 520-001, TYPICAL.
C2A. ASPHALT PAVEMENT. HEAVY-DUTY IN DRIVE AISLES.
C2B. ASPHALT PAVEMENT. LIGHT-DUTY IN PARKING SPACES.
C3. CONCRETE PAVEMENT.
C3A. STAMPED ASPHALT OR CONCRETE PAVEMENT WITH CONTRASTING COLOR & CROSSWALK.
C4. CONCRETE SIDEWALK, TYPICAL.
C5. MONOLITHIC CURB & SIDEWALK, TYPICAL.
C6. HANDICAP ACCESS RAMP WITH A MAXIMUM 12:1 SLOPE, TYPICAL.
C7. DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE 2004.
C8. 12'x10' DUMPSTER W/ 6' CONCRETE PAD & 6' HIGH BLOCK WALL ENCLOSURE ON 3 SIDES.
C9. WHEELSTOP PER LATEST F.D.O.T. STANDARD PLANS INDEX 520-001, TYPICAL.
C10. 3FT. TALL MASONRY WALL; FINISH TO BE COORDINATED WITH BUILDINGS.
C11. MONUMENT SIGN.
C12. 6'x12' CONCRETE PAD FOR BICYCLE PARKING (6 SPACES EACH).

SITE LEGEND	
	CONCRETE PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT
	OPEN SPACE AREA
	PROPERTY LINE



SITE NOTE:

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08/02/2023	WEST PARCEL ADJUSTMENT	JT	SJS
10/27/2023	PER CITY COMMENTS DATED 09/18/2023	JT	SJS
DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA

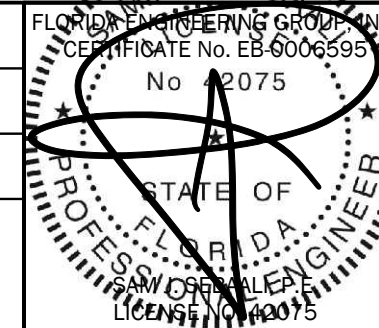


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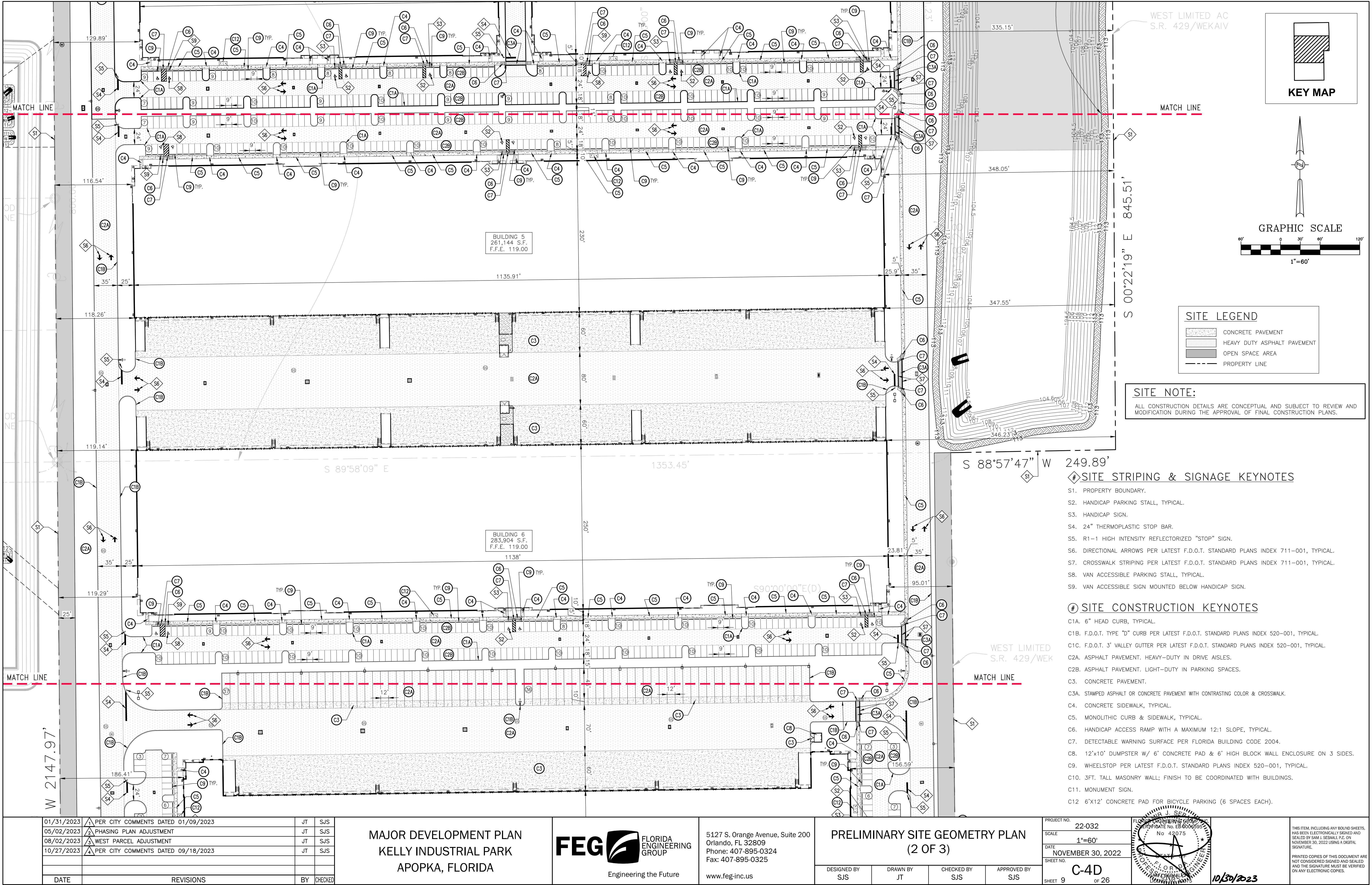
PRELIMINARY SITE GEOMETRY PLAN
(1 OF 3)

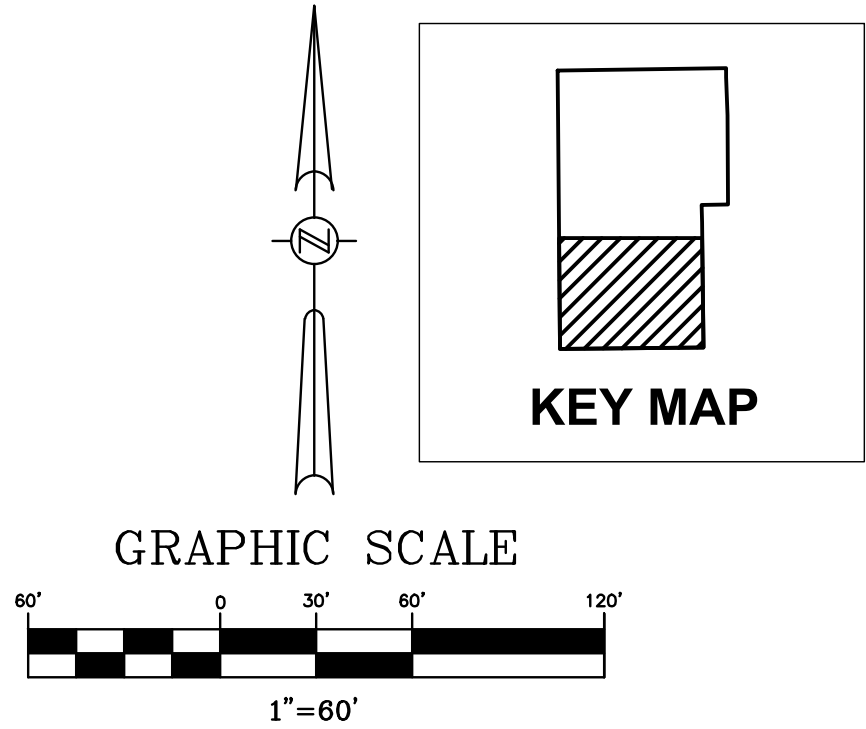
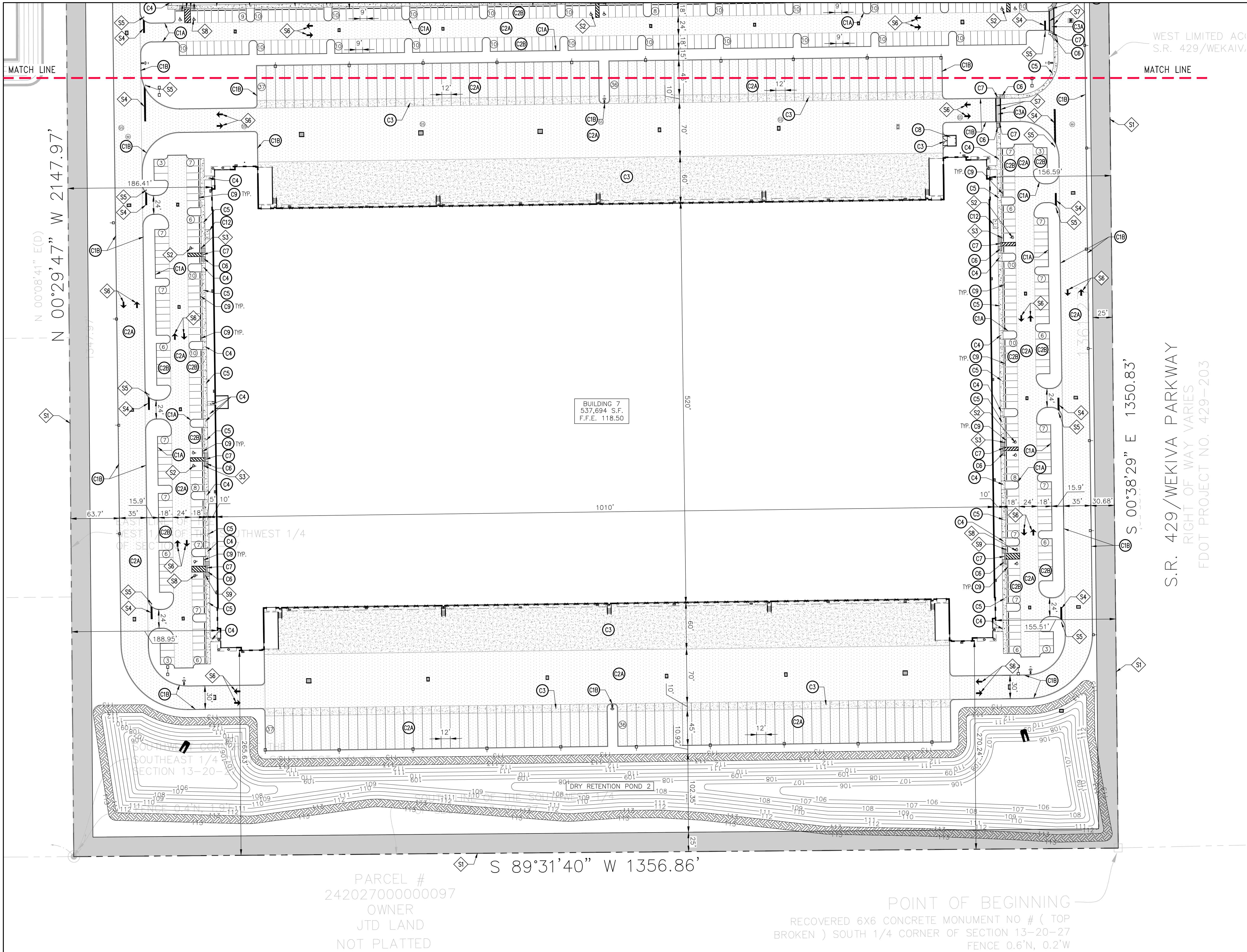
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
SJS	JT	SJS	SJS

PROJECT NO.	22-032
SCALE	1"=60'
DATE	NOVEMBER 30, 2022
SHEET NO.	C-4C
SHEET	8 OF 26



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SITE STRIPING & SIGNAGE KEYNOTES

- S1. PROPERTY BOUNDARY.
- S2. HANDICAP PARKING STALL, TYPICAL.
- S3. HANDICAP SIGN.
- S4. 24" THERMOPLASTIC STOP BAR.
- S5. R1-1 HIGH INTENSITY REFLECTORIZED "STOP" SIGN.
- S6. DIRECTIONAL ARROWS PER LATEST F.D.O.T. STANDARD PLANS INDEX 711-001, TYPICAL.
- S7. CROSSWALK STRIPING PER LATEST F.D.O.T. STANDARD PLANS INDEX 711-001, TYPICAL.
- S8. VAN ACCESSIBLE PARKING STALL, TYPICAL.
- S9. VAN ACCESSIBLE SIGN MOUNTED BELOW HANDICAP SIGN.

SITE CONSTRUCTION KEYNOTES

- C1A. 6" HEAD CURB, TYPICAL.
- C1B. F.D.O.T. TYPE "D" CURB PER LATEST F.D.O.T. STANDARD PLANS INDEX 520-001, TYPICAL.
- C1C. F.D.O.T. 3' VALLEY GUTTER PER LATEST F.D.O.T. STANDARD PLANS INDEX 520-001, TYPICAL.
- C2A. ASPHALT PAVEMENT. HEAVY-DUTY IN DRIVE AISLES.
- C2B. ASPHALT PAVEMENT. LIGHT-DUTY IN PARKING SPACES.
- C3. CONCRETE PAVEMENT.
- C3A. STAMPED ASPHALT OR CONCRETE PAVEMENT WITH CONTRASTING COLOR & CROSSWALK.
- C4. CONCRETE SIDEWALK, TYPICAL.
- C5. MONOLITHIC CURB & SIDEWALK, TYPICAL.
- C6. HANDICAP ACCESS RAMP WITH A MAXIMUM 12:1 SLOPE, TYPICAL.
- C7. DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE 2004.
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- C11. MONUMENT SIGN.
- C12. 6'x12' CONCRETE PAD FOR BICYCLE PARKING (6 SPACES EACH).

SITE LEGEND

- CONCRETE PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- OPEN SPACE AREA
- PROPERTY LINE

SITE NOTE:

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10/30/2023

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DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA



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PRELIMINARY SITE GEOMETRY PLAN
(3 OF 3)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
SJS	JT	SJS	SJS

PROJECT NO.	22-032
SCALE	1"=60'
DATE	NOVEMBER 30, 2022
SHEET NO.	C-4E
SHEET 10	OF 26

D1. F.D.O.T. DRAINAGE INLET, TYPICAL.

D2. F.D.O.T. MITERED END SECTION PER LATEST F.D.O.T. STANDARD PLANS INDEX 430-021, TYPICAL.

D3. F.D.O.T. STORM DRAINAGE MANHOLE PER LATEST F.D.O.T. STANDARD PLANS INDEX 425-001, TYPICAL.

D4. STORM CLEAN OUT.

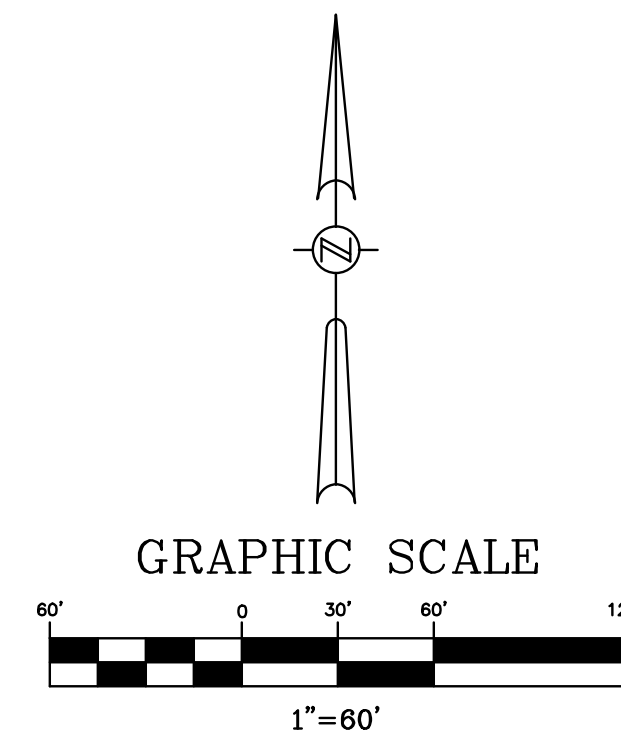
D5. OUTFALL STRUCTURE.

G1. F.D.O.T. TYPE "III" SILT FENCE EROSION CONTROL BARRIER, TYPICAL.
G2. MATCH EXISTING PAVEMENT GRADE.

PROVIDE AND MAINTAIN SYNTHETIC SEDIMENT BARRIERS AT ALL INLETS DURING CONSTRUCTION. THIS IS REQUIRED IN ADDITION TO THE REQUIREMENTS SHOWN ON THE SWPPP.

ACCESSIBLE RAMPS WITH DETECTABLE WARNING SHALL BE PROVIDED AT ALL SIDEWALKS CROSSING ROADWAYS OR DRIVEWAYS. A MINIMUM OF 1% AND A MAXIMUM OF 2% CROSS SLOPE SHALL BE PROVIDED FOR ALL CROSSWALKS.

 SYNTHETIC EROSION CONTROL BARRIER
 SILT FENCE EROSION CONTROL BARRIER



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MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA



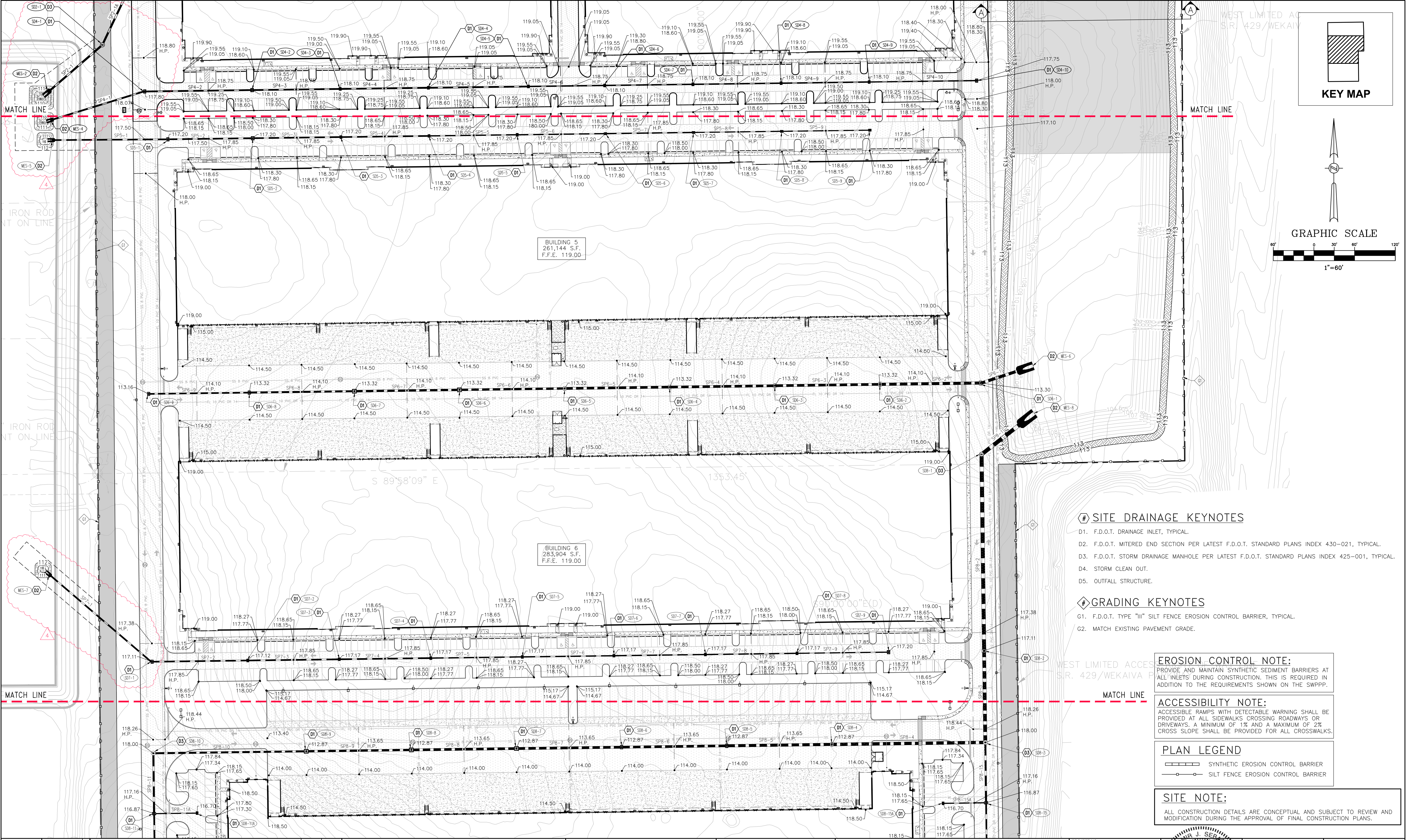
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DESIGNED BY SJS	DRAWN BY JT	CHECKED BY SJS	APPROVED BY SJS
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GRAPHIC SCALE

1"=60'

- # SITE DRAINAGE KEYNOTES
- D1. F.D.O.T. DRAINAGE INLET, TYPICAL.

D2. F.D.O.T. MITERED END SECTION PER LATEST F.D.O.T. STANDARD PLANS INDEX 430-021, TYPICAL.

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- # GRADING KEYNOTES
- G1. F.D.O.T. TYPE "III" SILT FENCE EROSION CONTROL BARRIER, TYPICAL.

G2. MATCH EXISTING PAVEMENT GRADE.

EROSION CONTROL NOTE:
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ACCESSIBILITY NOTE:
ACCESSIBLE RAMPS WITH DETECTABLE WARNING SHALL BE PROVIDED AT ALL SIDEWALKS CROSSING ROADWAYS OR DRIVEWAYS. A MINIMUM OF 1% AND A MAXIMUM OF 2% CROSS SLOPE SHALL BE PROVIDED FOR ALL CROSSWALKS.

PLAN LEGEND

SITE NOTE:
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DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
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APOPKA, FLORIDA

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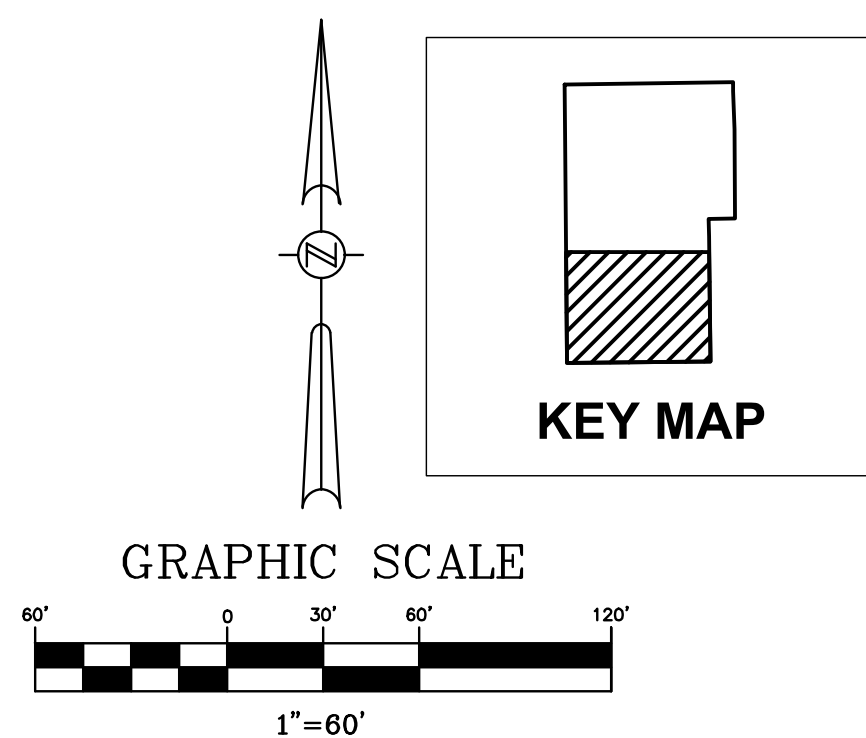
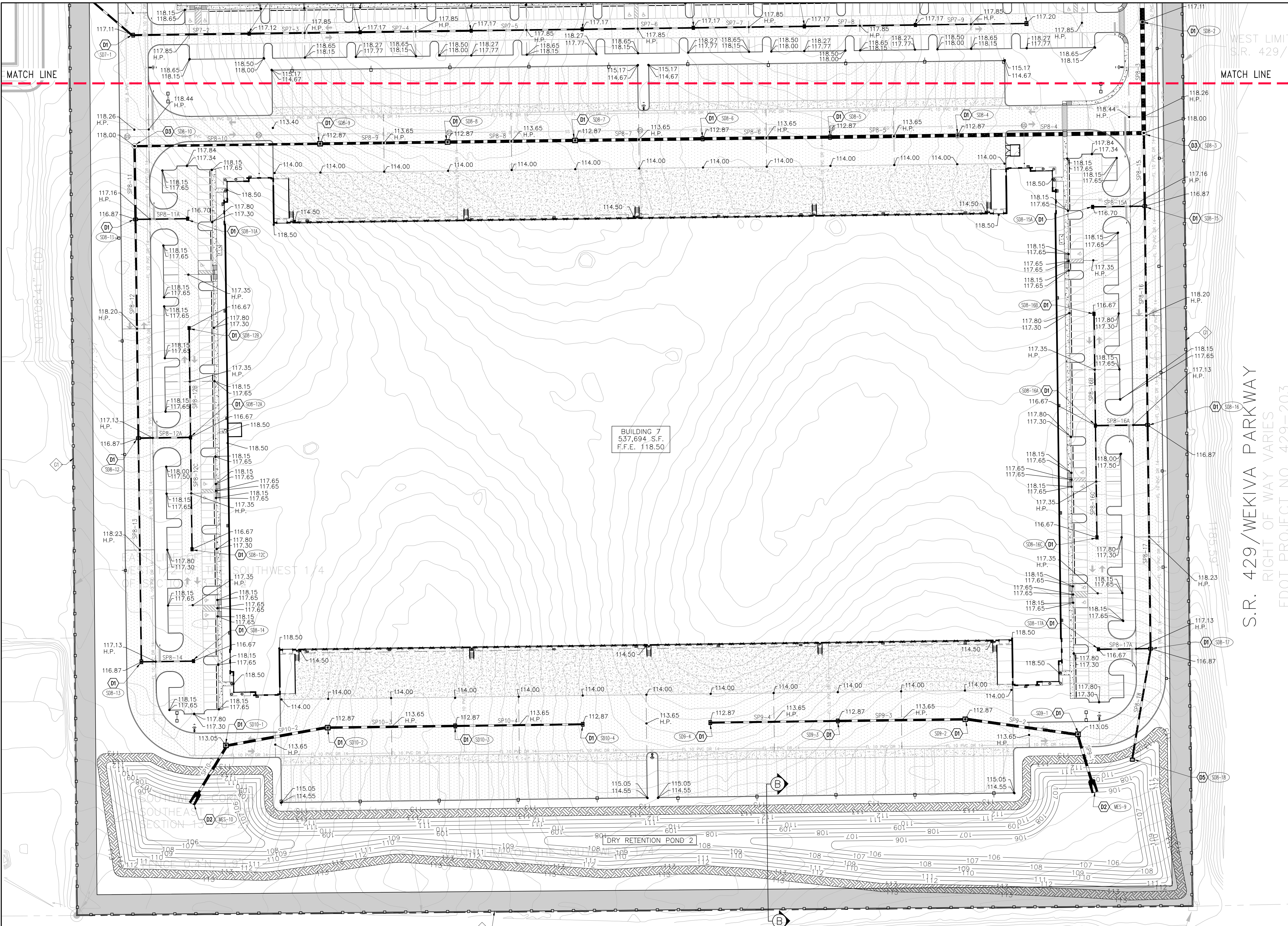
PRELIMINARY SITE PAVING, GRADING,
AND DRAINAGE PLAN (2 OF 3)

DESIGNED BY SJS	DRAWN BY JT	CHECKED BY SJS	APPROVED BY SJS
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PROJECT NO. 22-032
SCALE 1"=60'
DATE NOVEMBER 30, 2022
SHEET NO. C-5B
SHEET 12 OF 26

10/30/2023

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- # SITE DRAINAGE KEYNOTES**
- D1. F.D.O.T. DRAINAGE INLET, TYPICAL.
 - D2. F.D.O.T. MITERED END SECTION PER LATEST F.D.O.T. STANDARD PLANS INDEX 430-021, TYPICAL.
 - D3. F.D.O.T. STORM DRAINAGE MANHOLE PER LATEST F.D.O.T. STANDARD PLANS INDEX 425-001, TYPICAL.
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 - D5. OUTFALL STRUCTURE.
- # GRADING KEYNOTES**
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 - G2. MATCH EXISTING PAVEMENT GRADE.

EROSION CONTROL NOTE:
PROVIDE AND MAINTAIN SYNTHETIC SEDIMENT BARRIERS AT ALL INLETS DURING CONSTRUCTION. THIS IS REQUIRED IN ADDITION TO THE REQUIREMENTS SHOWN ON THE SWPPP.

ACCESSIBILITY NOTE:
ACCESSIBLE RAMPS WITH DETECTABLE WARNING SHALL BE PROVIDED AT ALL SIDEWALKS CROSSING ROADWAYS OR DRIVEWAYS. A MINIMUM OF 1% AND A MAXIMUM OF 2% CROSS SLOPE SHALL BE PROVIDED FOR ALL CROSSWALKS.

PLAN LEGEND

- SYNTHETIC EROSION CONTROL BARRIER
- SILT FENCE EROSION CONTROL BARRIER

SITE NOTE:
ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.

01/31/2023	PER CITY COMMENTS DATED 01/09/2023	JT	SJS
05/02/2023	PHASING PLAN ADJUSTMENT	JT	SJS
08/02/2023	WEST PARCEL ADJUSTMENT	JT	SJS
10/27/2023	PER CITY COMMENTS DATED 09/18/2023	JT	SJS
DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA

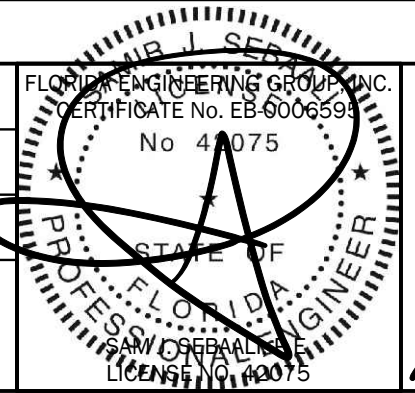


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PRELIMINARY SITE PAVING, GRADING,
AND DRAINAGE PLAN (3 OF 3)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
SJS	JT	SJS	SJS

PROJECT NO.	22-032
SCALE	1"=60'
DATE	NOVEMBER 30, 2022
SHEET NO.	C-5C
SHEET 13	OF 26



10/30/2023

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CONCRETE CONSTRUCTION NOTES

- 1.CONCRETE PRE-CONSTRUCTION MEETING
- A.THE CONCRETE CONTRACTOR ALONG WITH THE CONCRETE PRODUCER MAY REQUEST THROUGH THE GENERAL CONTRACTOR FOR A PRE-CONSTRUCTION MEETING PRIOR TO CONCRETE PLACEMENT.
- B. ATTENDEE: CONCRETE CONTRACTOR, CONCRETE PRODUCER, GENERAL CONTRACTOR, OWNER OR OWNER'S REPRESENTATIVE(S), ENGINEER OF RECORD, ARCHITECT, SITE CONTRACTOR, GEOTECHNICAL REPRESENTATIVE(S), ETC.
- C.AGENDA: INCLUDE BUT NOT LIMITED TO THE FOLLOWINGS: (CONTRACTOR MAY CONTACT THE FLORIDA CONCRETE & PRODUCTS ASSOCIATION FOR PRE-CONSTRUCTION MEETING CHECK LISTS)
- i.MIXTURE(S) APPROVAL
- ii. CONCRETE TESTING: TYPE, LOCATION OF SAMPLINGS, ETC.
- iii. CONCRETE DELIVERY: QUANTITY/HR, PUMP, CONVEYOR, ETC.
- iv. PLACEMENT: METHOD, QUANTITY/DAY, STAGING & CLEAN OUT LOCATION, ETC.
- v. FINISHING: CURING, JOINTING, ETC.
- 2.JOINTS FOR CONCRETE SLABS
- A.GENERAL – A JOINTING PLAN FOR THE ENTIRE PAVING AREA SHALL BE PREPARED BY THE CONCRETE CONTRACTOR & SUBMITTED TO THE ENGINEER OF RECORD (EOR) 2 WEEKS PRIOR TO PLACEMENT OF CONCRETE FOR THE EOR APPROVAL. THE CONTRACTOR MAY ALSO CONTACT THE FLORIDA CONCRETE & PRODUCTS ASSOCIATION (FC&PA) FOR TECHNICAL RESOURCES AND ASSISTANT.
- i.A SQUARE JOINTING PATTERN IS REQUIRED WHERE POSSIBLE. IF NECESSARY, RECTANGULAR PANELS CAN BE USED IF THE LONG DIMENSION IS NO MORE THAN 1.5 TIMES THE SHORT (e.g. 8' x 12'). JOINT SPACING SHALL NOT EXCEED THE FOLLOWING: 10 FEET IN A 4" THICK SLAB; 12 FEET IN A 5" THICK SLAB OR 15 FEET IN SLAB WITH THICKNESS OF 6" OR GREATER.
- ii. BOX OUT AREA AROUND MANHOLES, CATCH BASINS, DRAINAGE STRUCTURES & OTHER BUILT-IN STRUCTURES WITHIN THE PAVING AREA SHALL BE CIRCULAR WHERE POSSIBLE. A MINIMUM OFFSET OF 12" FROM ANY EDGE OF THE STRUCTURE. OBTAIN A COPY OF THE FC&PA STANDARD DETAILS FOR REFERENCE. CONSTRUCTION & CONTROL JOINTS SHALL BE CONTINUOUS THROUGH ADJACENT LANES & EXTEND THROUGH INTEGRAL CURB. JOINTS CAN BE TERMINATED & OFFSET AT ISOLATION JOINTS, WHERE JOINTS INTERFACE ANY RADIUS OR CURVATURE, OFFSET A MINIMUM OF 12" FROM EDGE OF PAVEMENT AND FORM JOINT 90 DEGREE TO EDGE OF PAVEMENT TO AVOID ACUTE ANGLE OR SMALL WEDGES OF CONCRETE AT CURVATURES. OBTAIN A COPY OF THE FC&PA STANDARD DETAILS FOR REFERENCE.
- B.CONSTRUCTION JOINTS – A CONSTRUCTION JOINT SEPARATES ONE DAY PLACEMENT TO THE NEXT DAY PLACEMENT. A CONSTRUCTION JOINT SHALL BE A MINIMUM OF 5 FEET FROM ANY ADJACENT CONTROL JOINT. NEXT DAY PLACEMENT SHALL BUTT UP TO THE EXISTING PAVEMENT AS A COLD JOINT. THE CONSTRUCTION JOINT MAY BE HAND-TOOLED WITH MAXIMUM 0.25" RADIUS AT THE EDGE OF THE JOINT.CONTROL JOINTS FROM BOTH PLACEMENT AREAS SHALL MATCH AND BE CONTINUOUS ACROSS THE CONSTRUCTION JOINT.
- C.CONTROL/CONTRACTION JOINTS – CONTROL JOINTS ARE JOINTS WITHIN THE PAVING AREA FORMED THROUGH TOOLING OR SAW CUTTING. CONTROL JOINTS ESTABLISH WEAK PLANES TO RELIEVE STRESSES DUE TO SHRINKAGE OR TEMPERATURE CHANGE. INSTALL CONTROL JOINTS WITHIN 12 HRS FROM THE TIME THE CONCRETE HITS THE GROUND OR OBTAIN IN WRITING APPROVAL FROM THE EOR BEYOND THE 12-HR TIME LIMIT.
- i.EARLY-ENTRY SAW CUTTING METHOD: CUT JOINT TO A MINIMUM OF 1" DEEP FOR PAVEMENT THICKNESS UP TO 8". CUTTING OF JOINT SHALL NOT CAUSE RAVELING TO THE EDGES OR DEFORMATION OF THE SURFACE DUE TO EQUIPMENT OR WORKER.
- ii. OTHER METHODS: INSTALL JOINT TO A MINIMUM OF 1/3 OF PAVEMENT DEPTH. FINISH EDGES WITH 0.25" RADIUS. OPERATION SHALL NOT CAUSE ANY DEFORMATION OF THE SURFACE.
- D.ISOLATION JOINTS – THESE JOINTS USE ISOLATION MATERIALS TO PREVENT FRESH CONCRETE FROM BONDING TO HARDENED CONCRETE SUCH AS, BUT NOT LIMITED TO, BUILDING FOUNDATIONS, SIDEWALKS, DRAINAGE STRUCTURES, LIGHTING & SIGNAGE BASES, RETAINING WALLS, CURBS, ETC. THE ISOLATION MATERIAL SHALL EXTEND THE FULL-DEPTH OF THE FRESH CONCRETE THICKNESS. FROM ONE DAY PLACEMENT TO THE NEXT, WHERE JOINTS ARE MATCHED, ISOLATION MATERIAL IS NOT NECESSARY. (E.G. ONE LANE PAVING TO THE NEXT, INTEGRAL CURBS)
- E.ISOLATION JOINTS BETWEEN SLABS AT SOME GRADE SHALL BE FORMED WITH 0.25 INCH THICK NEOPRENE OR 0.50 INCH THICK ASPHALT IMPREGNATED FIBER FILLER WITH HYDROCARBON RESISTANT ELASTOMERIC FILL MATERIAL AS SEALER. ALL EDGES TO BE HAND TOOLED WITH MAXIMUM 0.50 INCH RADIUS.
- F. A SATISFACTORY ISOLATION JOINT CAN BE FORMED AT METAL BUILDING CURBS BY PLACING A STRIP OF CURING PAPER AGAINST THE METAL FORM & THEN PLACING THE FRESH CONCRETE AGAINST THE PAPER. THE EDGES OF THE SLAB SHALL BE HAND TOOLED WITH MAXIMUM 0.50 INCH RADIUS.
- 3.JOINTS SEALANT – A JOINT SEALING PLAN FOR THE AFFECTED AREA SHALL BE PREPARED BY THE CONCRETE CONTRACTOR & SUBMITTED TO THE EOR, ALONG WITH THE JOINTING PLAN, 2 WEEKS PRIOR TO PLACEMENT OF CONCRETE FOR THE EOR APPROVAL. NOT ALL JOINT WILL BE REQUIRED SEALING. THE CONCRETE CONTRACTOR IS TO RECOMMEND THE NECESSARY LOCATION AND TO PROVIDE SUPPORTING DOCUMENTATION FOR NON-SEALING AREAS. USE A POLYURETHANE SEALANT (TREMCO THC-900/THC-901 MULTI-COMPOUND)COMPOUND OR EQUIVALENT. THE CONCRETE CONTRACTOR IS TO SUBMIT SEALANT TYPE AND MANUFACTURER INFORMATION TO THE EOR FOR APPROVAL WHEN "EQUIVALENT" IS USE. JOINTS SHALL BE PREPARED BY FOLLOWING MANUFACTURER'S RECOMMENDATIONS PRIOR TO SEALING.

STORM DRAINAGE PIPE CHART				
PIPE		SIZE & TYPE*	FROM STRUCTURE NUMBER	TO STRUCTURE NUMBER
DESIGNATION	LENGTH (LINEAR FEET)			
SP0-1	168	42" R.C.P.	MES-0	SD0-1

SP1-1	100	15" R.C.P.	MES-1	SD1-1
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SP2-1	112	30" R.C.P.	MES-2	SD2-1
SP2-1A	132	30" R.C.P.	SD2-1	SD2-1A
SP2-2	248	30" R.C.P.	SD2-1	SD2-2
SP2-3	107	30" R.C.P.	SD2-2	SD2-3
SP2-4	158	24" R.C.P.	SD2-3	SD2-4
SP2-5	151	24" R.C.P.	SD2-4	SD2-5
SP2-6	152	24" R.C.P.	SD2-5	SD2-6
SP2-7	152	18" R.C.P.	SD2-6	SD2-7
SP2-8	152	18" R.C.P.	SD2-7	SD2-8
SP2-9	116	18" R.C.P.	SD2-8	SD2-9
SP2-10	116	18" R.C.P.	SD2-9	SD2-10
SP2-11	116	15" R.C.P.	SD2-10	SD2-11
SP2-12	116	15" R.C.P.	SD2-11	SD2-12

SP3-1	98	48" R.C.P.	MES-3	SD3-1
SP3-2	166	48" R.C.P.	SD3-1	SD3-2
SP3-3	147	48" R.C.P.	SD3-2	SD3-3
SP3-4	146	42" R.C.P.	SD3-3	SD3-4
SP3-5	128	36" R.C.P.	SD3-4	SD3-5
SP3-6	163	36" R.C.P.	SD3-5	SD3-6
SP3-7	145	30" R.C.P.	SD3-6	SD3-7
SP3-8	158	24" R.C.P.	SD3-7	SD3-8

SP4-1	150	24" R.C.P.	MES-4	SD4-1
SP4-2	156	24" R.C.P.	SD4-1	SD4-2
SP4-3	128	24" R.C.P.	SD4-2	SD4-3
SP4-4	128	24" R.C.P.	SD4-3	SD4-4
SP4-5	146	24" R.C.P.	SD4-4	SD4-5
SP4-6	111	18" R.C.P.	SD4-5	SD4-6
SP4-7	128	18" R.C.P.	SD4-6	SD4-7
SP4-8	128	18" R.C.P.	SD4-7	SD4-8
SP4-9	128	18" R.C.P.	SD4-8	SD4-9
SP4-10	156	15" R.C.P.	SD4-9	SD4-10

SP5-1	176	24" R.C.P.	MES-5	SD5-1
SP5-2	122	24" R.C.P.	SD5-1	SD5-2
SP5-3	127	24" R.C.P.	SD5-2	SD5-3
SP5-4	128	24" R.C.P.	SD5-3	SD5-4
SP5-5	128	18" R.C.P.	SD5-4	SD5-5
SP5-6	127	18" R.C.P.	SD5-5	SD5-6
SP5-7	127	18" R.C.P.	SD5-6	SD5-7
SP5-8	127	15" R.C.P.	SD5-7	SD5-8
SP5-9	127	15" R.C.P.	SD5-8	SD5-9

SP6-1	81	48" R.C.P.	MES-6	SD6-1
SP6-2	146	48" R.C.P.	SD6-1	SD6-2
SP6-3	152	42" R.C.P.	SD6-2	SD6-3
SP6-4	152	42" R.C.P.	SD6-3	SD6-4
SP6-5	152	42" R.C.P.	SD6-4	SD6-5
SP6-6	151	36" R.C.P.	SD6-5	SD6-6
SP6-7	150	36" R.C.P.	SD6-6	SD6-7
SP6-8	151	30" R.C.P.	SD6-7	SD6-8
SP6-9	146	24" R.C.P.	SD6-8	SD6-9

STORM DRAINAGE PIPE CHART				
PIPE		SIZE & TYPE*	FROM STRUCTURE NUMBER	TO STRUCTURE NUMBER
DESIGNATION	LENGTH (LINEAR FEET)			
SP7-1	188	24" R.C.P.	MES-7	SD7-1
SP7-2	139	24" R.C.P.	SD7-1	SD7-2
SP7-3	133	24" R.C.P.	SD7-2	SD7-3
SP7-4	133	24" R.C.P.	SD7-3	SD7-4
SP7-5	133	18" R.C.P.	SD7-4	SD7-5
SP7-6	133	18" R.C.P.	SD7-5	SD7-6
SP7-7	133	18" R.C.P.	SD7-6	SD7-7
SP7-8	133	18" R.C.P.	SD7-7	SD7-8
SP7-9	133	15" R.C.P.	SD7-8	SD7-9

SP8-1	96	66" R.C.P.	MES-8	SD8-1
SP8-2	287	66" R.C.P.	SD8-1	SD8-2
SP8-3	130	60" R.C.P.	SD8-2	SD8-3
SP8-4	222	54" R.C.P.	SD8-3	SD8-4
SP8-5	152	48" R.C.P.	SD8-4	SD8-5
SP8-6	152	42" R.C.P.	SD8-5	SD8-6
SP8-7	151	42" R.C.P.	SD8-6	SD8-7
SP8-8	150	42" R.C.P.	SD8-7	SD8-8
SP8-9	150	36" R.C.P.	SD8-8	SD8-9
SP8-10	220	30" R.C.P.	SD8-9	SD8-10
SP8-11	85	30" R.C.P.	SD8-10	SD8-11
SP8-11A	61	15" R.C.P.	SD8-11	SD8-11A
SP8-12	263	24" R.C.P.	SD7-11	SD8-12
SP8-12A	61	18" R.C.P.	SD8-12	SD8-12A
SP8-12B	130	15" R.C.P.	SD8-12A	SD8-12B
SP8-12C	133	15" R.C.P.	SD8-12A	SD8-12C
SP8-13	269	18" R.C.P.	SD8-12	SD8-13
SP8-14	61	15" R.C.P.	SD8-13	SD8-14
SP8-15	85	30" R.C.P.	SD8-3	SD8-15
SP8-15A	61	15" R.C.P.	SD8-15	SD8-15A
SP8-16	264	24" R.C.P.	SD8-15	SD8-16
SP8-16A	61	18" R.C.P.	SD8-16	SD8-16A
SP8-16B	133	15" R.C.P.	SD8-16A	SD8-16B
SP8-16C	133	15" R.C.P.	SD8-16A	SD8-16C
SP8-17	269	24" R.C.P.	SD8-16	SD8-17
SP8-17A	61	15" R.C.P.	SD8-17	SD8-17A
SP8-18	134	24" R.C.P.	SD8-17	SD8-18

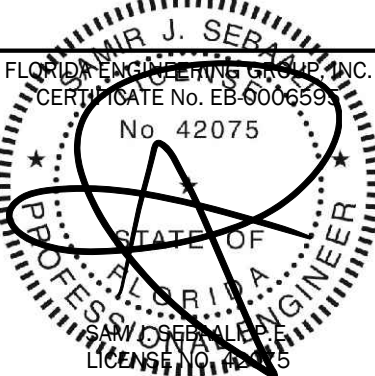
SP9-1	71	36" R.C.P.	MES-9	SD9-1
SP9-2	133	36" R.C.P.	SD9-1	SD9-2
SP9-3	151	30" R.C.P.	SD9-2	SD9-3
SP9-4	152	24" R.C.P.	SD9-3	SD9-4

SP10-1	80	36" R.C.P.	MES-10	SD10-1
SP10-2	120	36" R.C.P.	SD10-1	SD10-2
SP10-3	151	30" R.C.P.	SD10-2	SD10-3
SP10-4	152	24" R.C.P.	SD10-3	SD10-4

*NOTE: HP PIPES MAY BE USED IN LIEU OF RCP ON ALTERNATE SUBJECT TO AN ALTERNATE BID AND APPROVAL IF USE BY OWNER AND ENGINEER.

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10/30/2023

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01/31/2023	PER CITY COMMENTS DATED 01/09/2023	JT	SJS
05/02/2023	PHASING PLAN ADJUSTMENT	JT	SJS
08/02/2023	WEST PARCEL ADJUSTMENT	JT	SJS
10/27/2023	PER CITY COMMENTS DATED 09/18/2023	JT	SJS
DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
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PRELIMINARY SITE PAVING, GRADING,
AND DRAINAGE NOTES

DESIGNED BY SJS	DRAWN BY JT	CHECKED BY SJS	APPROVED BY SJS
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PROJECT NO. 22-032	SCALE NOTED
DATE NOVEMBER 30, 2022	SHEET NO. C-5D
SHEET 14	OF 26

WATER UTILITY KEYNOTES

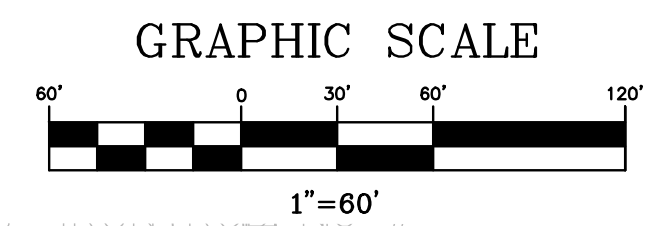
- W1. CONNECT TO EXISTING WATER STUBOUT.
W2A. REDUCED PRESSURE DETECTOR ASSEMBLY (RPDA) WITH CHECK VALVE AND MONITORING METER FOR FIRE SERVICE. RPDA SHALL BE MONITORED IN ACCORDANCE WITH NFPA 72.
W2B. DOMESTIC WATER METER.
W2C. DOMESTIC WATER REDUCED PRESSURE BACKFLOW PREVENTER.
W3A. FIRE DISTRIBUTION MAIN. SEE PLAN FOR LENGTH.
W3B. WATER LINE. SEE PLAN FOR LENGTH.
W3C. PUMPED FIRE LINE. SEE PLAN FOR LENGTH.
W4. BEND WITH RESTRAINED JOINTS TYPICAL, SEE PLAN FOR ANGLE.
W5. TEE, TYPICAL. SEE PLAN FOR SIZE.
W5A. DOUBLE TEE, TYPICAL. SEE PLAN FOR SIZE.
W6. REDUCER.
W7. CHECK VALVE.
W8. PUMP ROOM.
W9. FIRE DEPARTMENT CONNECTION (FDC).
W10. FIRE HYDRANT ASSEMBLY.
W11. IRRIGATION METER.
W12. IRRIGATION SERVICE REDUCED PRESSURE BACKFLOW PREVENTER.

◆ SANITARY SEWER UTILITY KEYNOTES

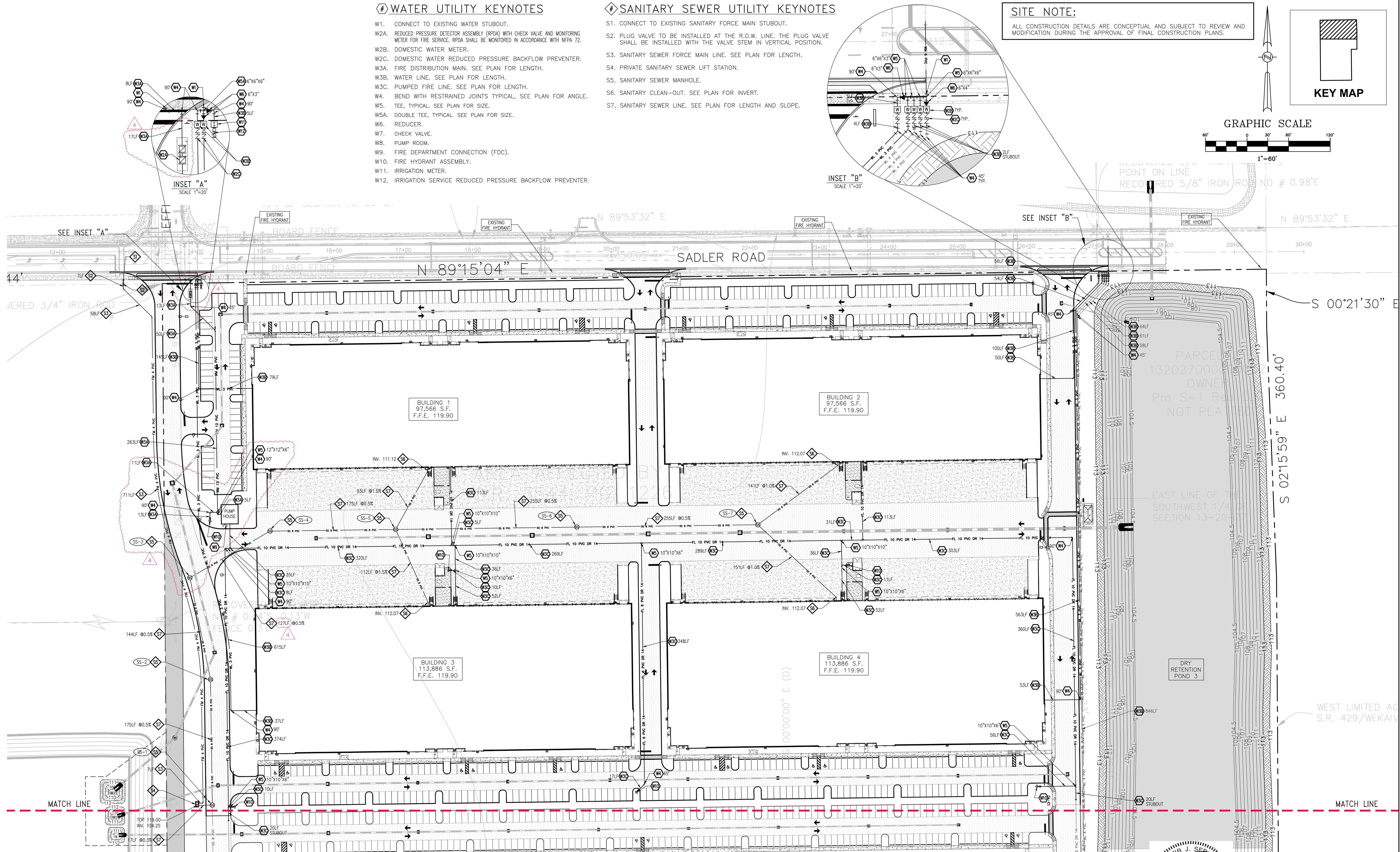
- S1. CONNECT TO EXISTING SANITARY FORCE MAIN STUBOUT.
S2. PLUG VALVE TO BE INSTALLED AT THE R.O.W. LINE. THE PLUG VALVE SHALL BE INSTALLED WITH THE VALVE STEM IN VERTICAL POSITION.
S3. SANITARY SEWER FORCE MAIN LINE. SEE PLAN FOR LENGTH.
S4. PRIVATE SANITARY SEWER LIFT STATION.
S5. SANITARY SEWER MANHOLE.
S6. SANITARY CLEAN-OUT. SEE PLAN FOR INVERT.
S7. SANITARY SEWER LINE. SEE PLAN FOR LENGTH AND SLOPE.

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KEY MAP



01/31/2023	PER CITY COMMENTS DATED 01/09/2023	JT	SJS
05/02/2023	PHASING PLAN ADJUSTMENT	JT	SJS
08/02/2023	WEST PARCEL ADJUSTMENT	JT	SJS
10/27/2023	PER CITY COMMENTS DATED 09/18/2023	JT	SJS
DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA

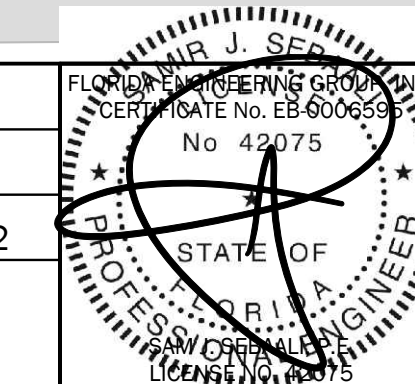


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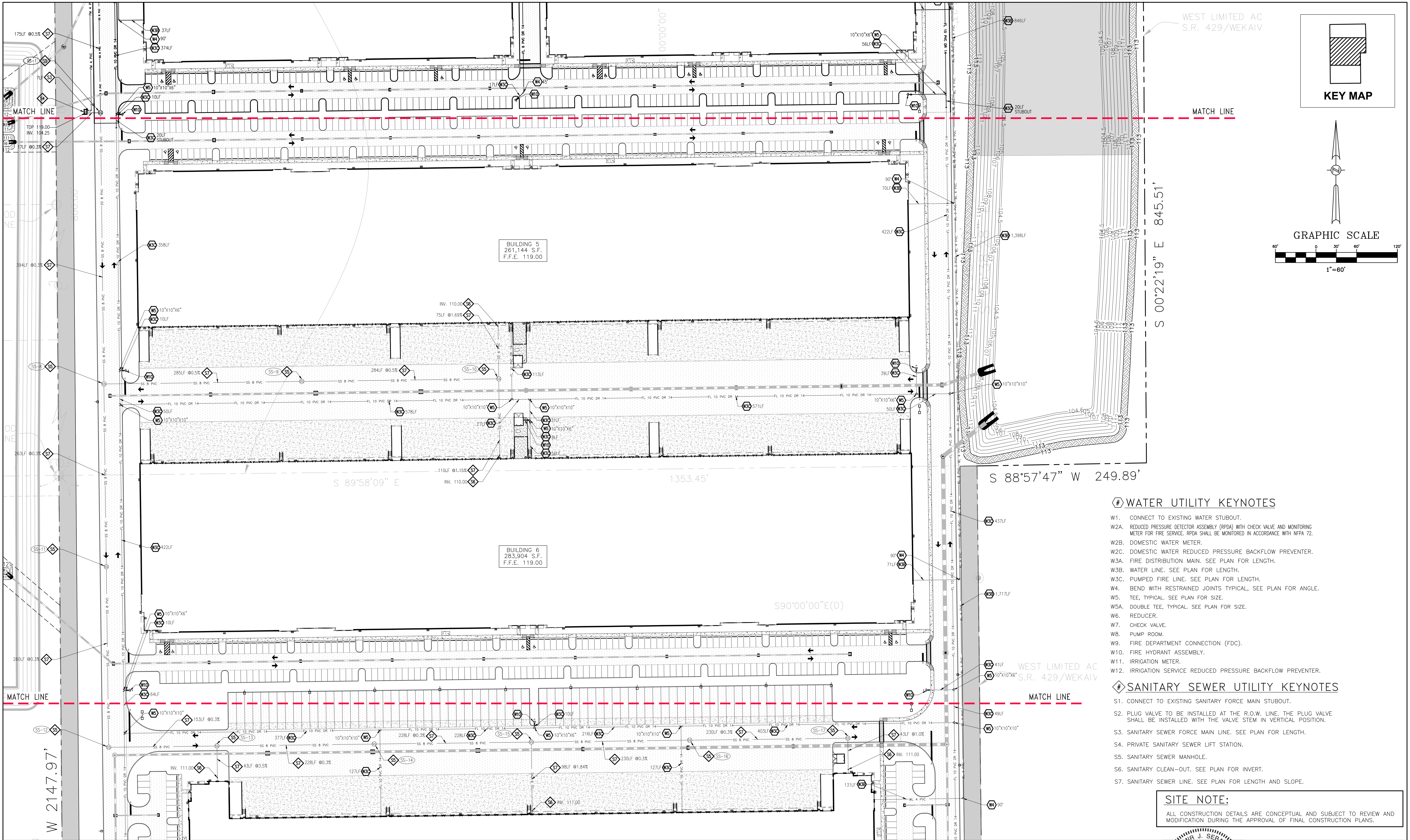
PRELIMINARY SITE UTILITY PLAN (1 OF 3)

DESIGNED BY SJS
DRAWN BY JT
CHECKED BY SJS
APPROVED BY SJS

PROJECT NO. 22-032
SCALE 1"=60'
DATE NOVEMBER 30, 2022
SHEET NO. C-6A
SHEET 15 OF 26



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#WATER UTILITY KEYNOTES

- W1. CONNECT TO EXISTING WATER STUBOUT.
W2A. REDUCED PRESSURE DETECTOR ASSEMBLY (RPDA) WITH CHECK VALVE AND MONITORING METER FOR FIRE SERVICE. RPDA SHALL BE MONITORED IN ACCORDANCE WITH NFPA 72.
W2B. DOMESTIC WATER METER.
W2C. DOMESTIC WATER REDUCED PRESSURE BACKFLOW PREVENTER.
W3A. FIRE DISTRIBUTION MAIN. SEE PLAN FOR LENGTH.
W3B. WATER LINE. SEE PLAN FOR LENGTH.
W3C. PUMPED FIRE LINE. SEE PLAN FOR LENGTH.
W4. BEND WITH RESTRAINED JOINTS TYPICAL, SEE PLAN FOR ANGLE.
W5. TEE, TYPICAL. SEE PLAN FOR SIZE.
W5A. DOUBLE TEE, TYPICAL. SEE PLAN FOR SIZE.
W6. REDUCER.
W7. CHECK VALVE.
W8. PUMP ROOM.
W9. FIRE DEPARTMENT CONNECTION (FDC).
W10. FIRE HYDRANT ASSEMBLY.
W11. IRRIGATION METER.
W12. IRRIGATION SERVICE REDUCED PRESSURE BACKFLOW PREVENTER.

#SANITARY SEWER UTILITY KEYNOTES

- S1. CONNECT TO EXISTING SANITARY FORCE MAIN STUBOUT.
S2. PLUG VALVE TO BE INSTALLED AT THE R.O.W. LINE. THE PLUG VALVE SHALL BE INSTALLED WITH THE VALVE STEM IN VERTICAL POSITION.
S3. SANITARY SEWER FORCE MAIN LINE. SEE PLAN FOR LENGTH.
S4. PRIVATE SANITARY SEWER LIFT STATION.
S5. SANITARY SEWER MANHOLE.
S6. SANITARY CLEAN-OUT. SEE PLAN FOR INVERT.
S7. SANITARY SEWER LINE. SEE PLAN FOR LENGTH AND SLOPE.

SITE NOTE:

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DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA



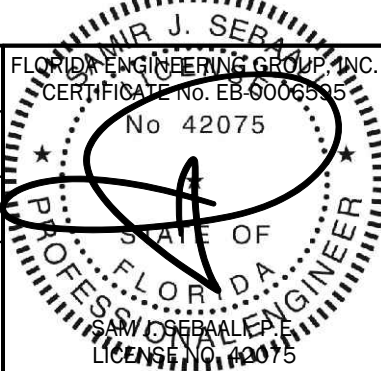
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PRELIMINARY SITE UTILITY PLAN (2 OF 3)

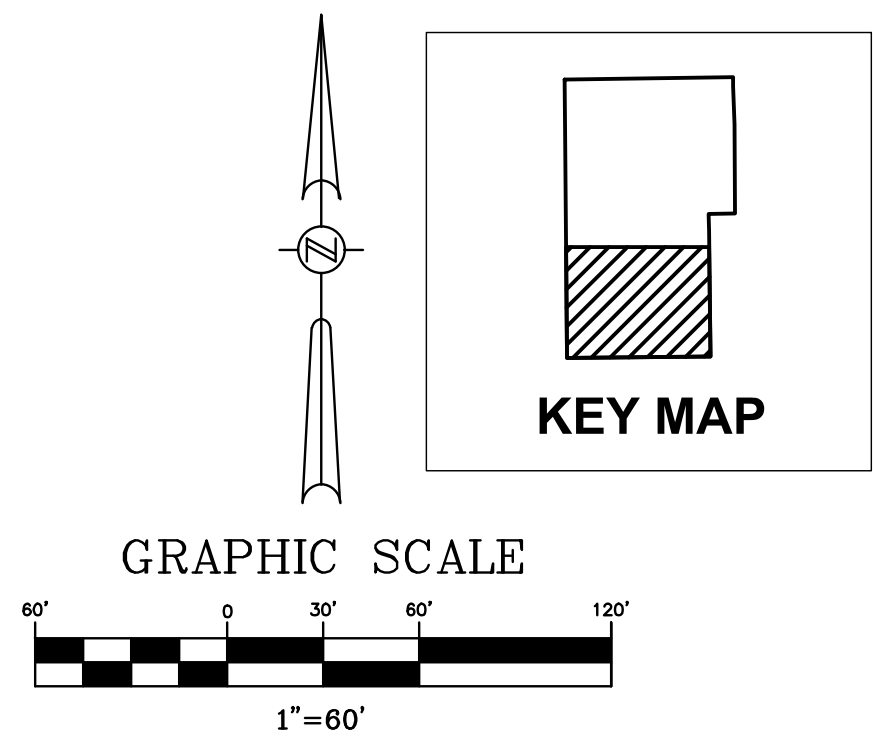
DESIGNED BY SJS	DRAWN BY JT	CHECKED BY SJS	APPROVED BY SJS
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PROJECT NO. 22-032	SCALE 1"=60'
DATE NOVEMBER 30, 2022	SHEET NO. C-6B
SHEET 16	OF 26



10/30/2023

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- W1. CONNECT TO EXISTING WATER STUBOUT.
- W2A. REDUCED PRESSURE DETECTOR ASSEMBLY (RPDA) WITH CHECK VALVE AND MONITORING. METER FOR FIRE SERVICE. RPDA SHALL BE MONITORED IN ACCORDANCE WITH NFPA 72.
- W2B. DOMESTIC WATER METER.
- W2C. DOMESTIC WATER REDUCED PRESSURE BACKFLOW PREVENTER.
- W3A. FIRE DISTRIBUTION MAIN. SEE PLAN FOR LENGTH.
- W3B. WATER LINE. SEE PLAN FOR LENGTH.
- W3C. PUMPED FIRE LINE. SEE PLAN FOR LENGTH.
- W4. BEND WITH RESTRAINED JOINTS TYPICAL, SEE PLAN FOR ANGLE.
- W5. TEE, TYPICAL. SEE PLAN FOR SIZE.
- W5A. DOUBLE TEE, TYPICAL. SEE PLAN FOR SIZE.
- W6. REDUCER.
- W7. CHECK VALVE.
- W8. PUMP ROOM.
- W9. FIRE DEPARTMENT CONNECTION (FDC).
- W10. FIRE HYDRANT ASSEMBLY.
- W11. IRRIGATION METER.
- W12. IRRIGATION SERVICE REDUCED PRESSURE BACKFLOW PREVENTER

- S1. CONNECT TO EXISTING SANITARY FORCE MAIN STUBOUT.
- S2. PLUG VALVE TO BE INSTALLED AT THE R.O.W. LINE. THE PLUG VALVE SHALL BE INSTALLED WITH THE VALVE STEM IN VERTICAL POSITION.
- S3. SANITARY SEWER FORCE MAIN LINE. SEE PLAN FOR LENGTH.
- S4. PRIVATE SANITARY SEWER LIFT STATION.
- S5. SANITARY SEWER MANHOLE.
- S6. SANITARY CLEAN-OUT. SEE PLAN FOR INVERT.
- S7. SANITARY SEWER LINE. SEE PLAN FOR LENGTH AND SLOPE.

ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.

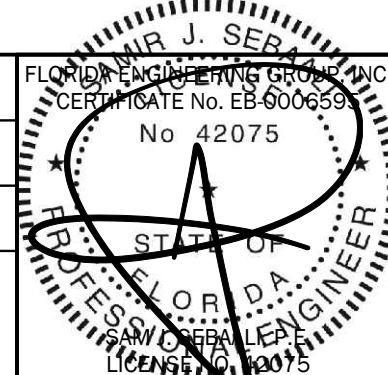
MAJOR DEVELOPMENT PLAN KELLY INDUSTRIAL PARK APOPKA, FLORIDA



PRELIMINARY SITE UTILITY PLAN (3 OF 3)

DESIGNED BY SJS	DRAWN BY JT	CHECKED BY SJS	APPROVED BY SJS
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PROJECT NO.	22-032
SCALE	1"=60'
DATE	NOVEMBER 30, 2022
SHEET NO.	C-6C
SHEET 17	OF 26



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UTILITY NOTES

1. REFER TO CITY OF APOPKA STANDARD DETAILS FOR ALL UTILITY DESIGN INFORMATION. ALL WATER & SANITARY SEWER UTILITY CONSTRUCTION TO BE PER CITY OF APOPKA REQUIREMENTS.

2. CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES @ CONNECTION POINTS AND IDENTIFY ANY CONFLICTS PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER OF RECORD. THE ENGINEER SHALL COORDINATE ANY DESIGN CHANGES W/ CITY OF APOPKA.

3. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 3' COVER OVER ALL PROPOSED UTILITIES, UNLESS SHOWN OTHERWISE ON PLANS.

4. CONTRACTOR SHALL NOTIFY THE CITY OF APOPKA PUBLIC UTILITIES CONSTRUCTION DEPARTMENT 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION PH. # 407-703-1731.

5. THE CONSTRUCTION OF ALL UTILITIES PROPOSED FOR CONNECTION TO THE UTILITY SYSTEM SHALL BE IN CONFORMANCE WITH THE CITY OF APOPKA STANDARDS & CONSTRUCTION SPECIFICATIONS.

SANITARY SEWER SERVICE NOTES

1. CONSTRUCTION OF THE WATER SANITARY SEWER SERVICE SYSTEM SHALL MEET CITY OF APOPKA & FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.

CLEAN-OUT NOTE

CLEAN-OUT TOPS SHALL MATCH SIDEWALK FINISHED GRADES OR DIRT GRADES AS APPLICABLE. ALL CLEAN-OUTS IN PAVED OR WALKWAY AREAS SHALL HAVE BRASS RING & PLUG TOPS. REFER TO CITY OF APOPKA DETAILS FOR CLEAN-OUTS IN TRAFFIC BEARING AREAS. ALL SANITARY CLEAN-OUT TOPS SHALL HAVE COVERS WHICH ARE IDENTIFIED AS "SANITARY".

WATER SERVICE NOTES

1. CONSTRUCTION OF THE WATER DISTRIBUTION SYSTEM SHALL MEET CITY OF APOPKA & FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.

CITY OF APOPKA (C.O.A.) UTILITY NOTES:

1. THE DEVELOPER'S CONTRACTOR SHALL ACCOMPLISH ALL WATER MAIN & SERVICE WORK THROUGH THE POINT OF CONNECTION/FIRE SERVICE CONTROL VALVE & WATER METERS. C.O.A. WILL OWN & OPERATE UP TO & INCLUDING THE POINT OF CONNECTION/FIRE SERVICE CONTROL VALVE & METERS ONLY. THE REQUIRED WORK SHALL BE PERFORMED PER CURRENT C.O.A. MATERIAL SPECIFICATION & WATER DETAIL SHEET UNDER C.O.A. INSPECTION. TO SCHEDULE C.O.A. INSPECTION, CALL 407-703-1718.

2. THE DEVELOPER/CONTRACTOR SHALL FIELD VERIFY THE VERTICAL & HORIZONTAL LOCATION OF EXISTING C.O.A. WATER FACILITIES BEFORE COMMENCEMENT OF CONSTRUCTION.

3. THE DEVELOPER/CUSTOMER IS RESPONSIBLE FOR ALL REQUIRED PERMITS.

SANITARY SEWER STRUCTURE LEGEND

SS-1 SANITARY MANHOLE TOP ELEV. = 118.10 INV. ELEV. = 104.41 S INV. ELEV. = 104.37 N INV. ELEV. = 104.29 W	SS-2 SANITARY MANHOLE TOP ELEV. = 117.75 INV. ELEV. = 105.34 NW INV. ELEV. = 105.24 S	SS-3 SANITARY MANHOLE TOP ELEV. = 118.10 INV. ELEV. = 106.16 NE INV. ELEV. = 106.06 SE
SS-4 SANITARY MANHOLE TOP ELEV. = 114.80 INV. ELEV. = 106.90 E INV. ELEV. = 106.80 SW	SS-5 SANITARY MANHOLE TOP ELEV. = 114.50 INV. ELEV. = 110.39 SE INV. ELEV. = 109.72 NE INV. ELEV. = 107.87 E INV. ELEV. = 107.77 W	SS-6 SANITARY MANHOLE TOP ELEV. = 115.20 INV. ELEV. = 109.25 E INV. ELEV. = 109.15 W
SS-7 SANITARY MANHOLE TOP ELEV. = 114.70 INV. ELEV. = 110.66 NE INV. ELEV. = 110.62 SE INV. ELEV. = 110.52 W	SS-8 SANITARY MANHOLE TOP ELEV. = 113.40 INV. ELEV. = 105.69 E INV. ELEV. = 105.59 S INV. ELEV. = 105.59 N	SS-9 SANITARY MANHOLE TOP ELEV. = 113.70 INV. ELEV. = 107.21 E INV. ELEV. = 107.11 W
SS-10 SANITARY MANHOLE TOP ELEV. = 113.90 INV. ELEV. = 108.73 N INV. ELEV. = 108.73 S INV. ELEV. = 108.63 W	SS-11 SANITARY MANHOLE TOP ELEV. = 118.65 INV. ELEV. = 106.38 S INV. ELEV. = 106.38 N	SS-12 SANITARY MANHOLE TOP ELEV. = 118.20 INV. ELEV. = 107.26 E INV. ELEV. = 107.16 N
SS-13 SANITARY MANHOLE TOP ELEV. = 113.65 INV. ELEV. = 109.50 S INV. ELEV. = 107.72 E INV. ELEV. = 107.72 W	SS-14 SANITARY MANHOLE TOP ELEV. = 113.00 INV. ELEV. = 108.40 E INV. ELEV. = 108.40 W	SS-15 SANITARY MANHOLE TOP ELEV. = 113.75 INV. ELEV. = 109.20 S INV. ELEV. = 109.09 E INV. ELEV. = 109.09 W
SS-16 SANITARY MANHOLE TOP ELEV. = 113.00 INV. ELEV. = 109.78 E INV. ELEV. = 109.78 W	SS-17 SANITARY MANHOLE TOP ELEV. = 113.70 INV. ELEV. = 110.57 S INV. ELEV. = 110.47 W	

FIRE FLOW CALCULATIONS:

FIRE AREA CONSIDERED: WAREHOUSE

TYPE OF CONSTRUCTION: II-B

AUTOMATIC SPRINKLERS BUILDING: YES

TOTAL LARGEST FLOOR AREA: 537,694 S.F.

NUMBER OF STORIES: 1

FIRE FLOW REQUIRED: (NFPA ANNEX H) 8,000 G.P.M. (BUILDING WITHOUT FIRE SPRINKLER PROTECTION)

AUTOMATIC FIRE SPRINKLER CREDIT: 6,000 G.P.M. (75%)

FIRE FLOW NEEDED 2,000 G.P.M. (MINIMUM 2,000 G.P.M. FOR AN INDUSTRIAL PROJECT)

FIRE HYDRANTS REQUIRED: TWO (2) HYDRANTS (PER ANNEX I-TABLE I.3)

FIRE HYDRANTS PROVIDED: MORE THAN TWO (2) HYDRANTS ARE PROVIDED WITHIN 450 FT TRAVEL DISTANCE FROM ALL BUILDINGS.

FIRE NOTES

1. ROADWAYS ACCEPTABLE TO THE FIRE OFFICIAL AND ADEQUATE FIRE WATER SUPPLY AND FIRE HYDRANTS SHALL BE IN PLACE BEFORE BUILDING CONSTRUCTION MAY BEGIN.

2. THE NUMBER AND PLACEMENT OF REQUIRED FIRE HYDRANTS SHALL BE IN ACCORDANCE WITH CHAPTER 18 OF NFPA (FFPC). FIRE HYDRANTS SHALL BE LOCATED WITHIN 250 FEET OF ALL BUILDINGS.

3. FIRE HYDRANTS SHALL BE MARKED WITH A BLUE ROAD REFLECTOR.

4. PROJECT SHALL MEET CURRENT NFPA AND FLORIDA FIRE PREVENTION CODE 7TH EDITION CONCERNING FIRE AND LIFE SAFETY.

5. BUILDINGS WILL BE REQUIRED TO HAVE AUTOMATIC FIRE SPRINKLER SYSTEM.

6. BUILDINGS MUST BE MONITORED BY AN AUTOMATIC FIRE ALARM SYSTEM.

7. A REMOTE FDC FOR THE FIRE SPRINKLER SYSTEM, LESS THAN 25 FEET FROM A HYDRANT.

8. FIRE LANES ARE TO BE PROVIDED AT EACH FDC LOCATION AND HYDRANT.

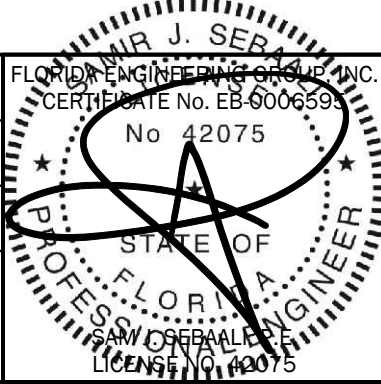
9. A KNOX BOX MUST BE PROVIDED FOR EACH BUILDING.

10. IF RACKS ARE INSTALLED, ANY STORAGE OVER 10FT WILL REQUIRE A ESFR SPRINKLER SYSTEM OR HEADS WILL NEED TO BE INSTALLED IN THE RACKS.

11. A STABILIZED ROADWAY SHOULD BE PROVIDED THROUGHOUT THE PROPERTY. AN ACCEPTABLE ACCESS DRIVEWAY SHALL CONSIST OF A STABILIZED SURFACE THAT INCLUDES FULL-DEPTH SUBGRADE, BASE, AND AT LEAST ONE, 1" LIFT OF ASPHALT IN THE CONFIGURATION SHOWN ON THE APPROVED CONSTRUCTION SITE PLAN. AN ALTERNATIVE STABILIZED SURFACE ACCESS DRIVEWAY CAPABLE OF SUPPORTING 49,000 LBS. MAY BE REQUESTED IN A DETAILED, SIGNED, AND SEALED LETTER WITH SIGNED AND SEALED DESIGN PLANS THAT DEPICT THE CONFIGURATION OF THE PROPOSED ALTERNATIVE TO DRC FOR CONSIDERATION/ APPROVAL. THE PLAN SHALL CONSIST OF AT LEAST A 30' WIDE ACCESS DRIVEWAY THAT IS CLEARLY MARKED AT LEAST EVERY 20' ALONG THE ALIGNMENT AND THAT WILL NOT BE DISTURBED OR USED FOR PARKING VEHICLES OR EQUIPMENT AT ANY TIME DURING CONSTRUCTION. THE PROPOSED ACCESS PLAN SHALL DEPICT THE ALIGNMENT OF THE SEMI-PERMANENT ACCESS DRIVEWAY AND CLARIFY WHEN AND HOW THE SEMI-PERMANENT DRIVEWAY WILL BE REPLACED WITH A PERMANENT DRIVING SURFACE. AT LEAST ONE ACTIVE FIRE HYDRANT SHALL BE LOCATED WITHIN 250' OF A COMMERCIAL STRUCTURE AND WITHIN 500' OF A RESIDENTIAL STRUCTURE. WHEN THE ENGINEER OF RECORD BELIEVES THESE CONDITIONS ARE MET, A SIGNED LETTER SHALL BE PROVIDED TO THE ENGINEERING AND FIRE DEPARTMENTS THAT CONFIRMS THESE CONDITIONS ARE MET AND INCLUDES A REQUEST FOR THE ACCESS TO BE INSPECTED. THE ENGINEER OF RECORD SHALL SCHEDULE AN INSPECTION WITH THE FIRE AND ENGINEERING DEPARTMENTS. ONCE THE INSPECTION IS DEEMED ACCEPTABLE, FIRE AND ENGINEERING DEPARTMENTS WILL SUPPORT ISSUANCE OF BUILDING PERMITS OR FOUNDATION-ONLY PERMIT.

SITE NOTE:

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08/02/2023	WEST PARCEL ADJUSTMENT	JT	SJS
10/27/2023	PER CITY COMMENTS DATED 09/18/2023	JT	SJS
DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA



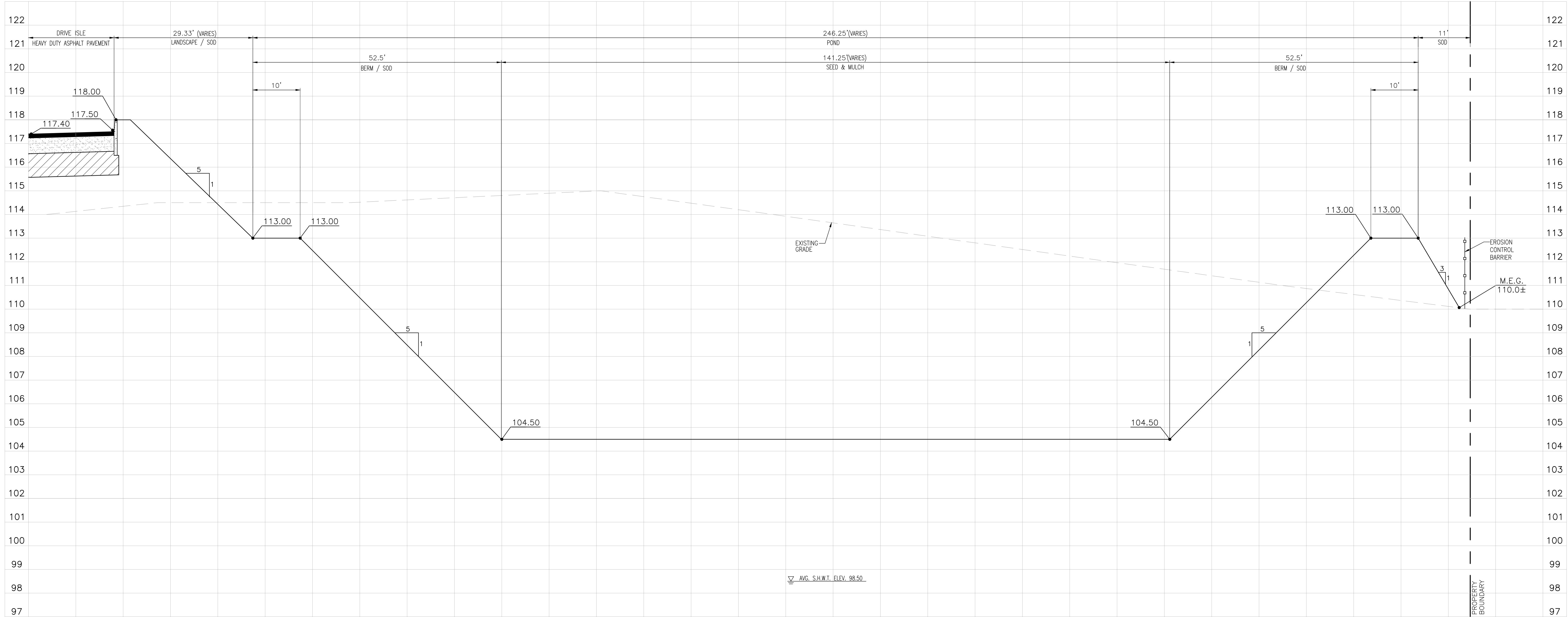
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Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

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PRELIMINARY SITE UTILITY NOTES

DESIGNED BY SJS	DRAWN BY JT	CHECKED BY SJS	APPROVED BY SJS
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PROJECT NO. 22-032	SCALE NOTED
DATE NOVEMBER 30, 2022	SHEET NO. C-6D
	SHEET 18 OF 26



SECTION A-A - POND 3

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DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA

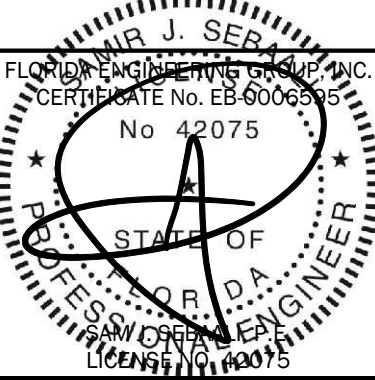


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CROSS SECTIONS (1 OF 2)

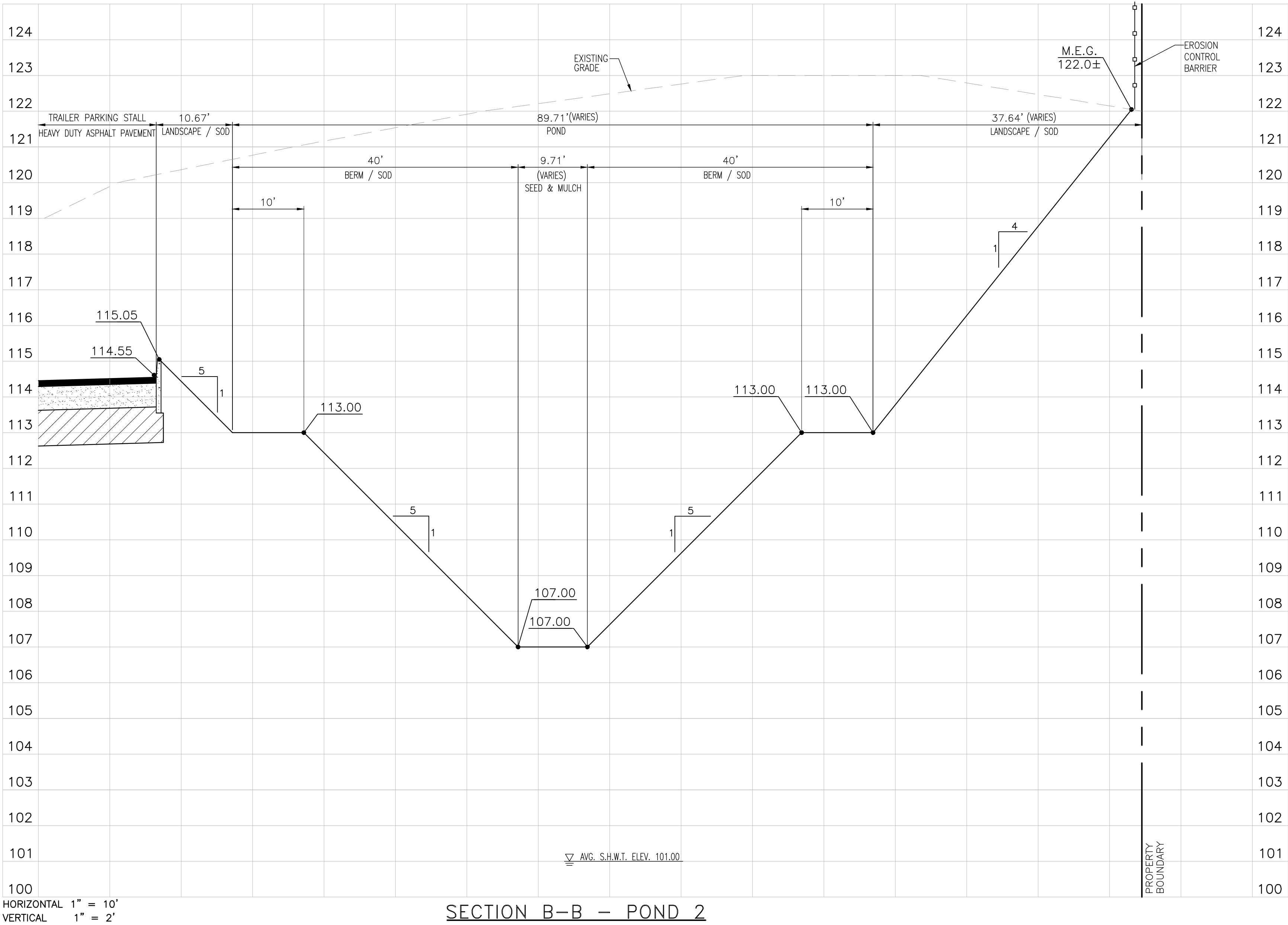
DESIGNED BY SJS	DRAWN BY JT	CHECKED BY SJS	APPROVED BY SJS
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PROJECT NO. 22-032
SCALE NOTED
DATE NOVEMBER 30, 2022
SHEET NO. C-7A
SHEET 19 OF 26

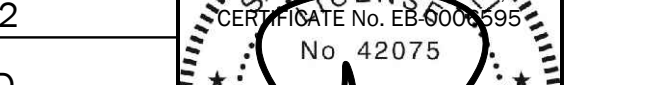


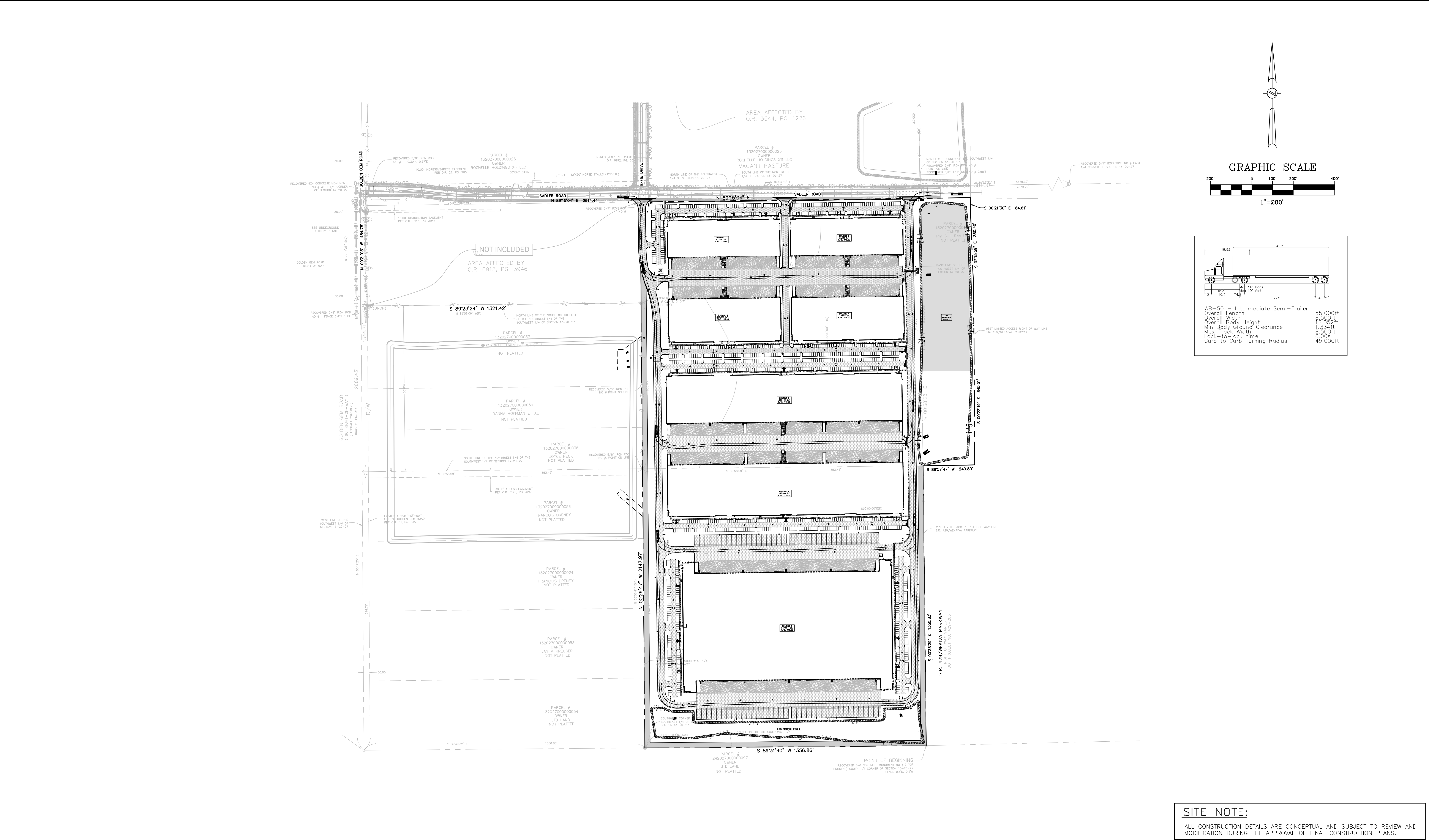
10/30/2023

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01/31/2023	⚠️ PER CITY COMMENTS DATED 01/09/2023	JT	SJS	MAJOR DEVELOPMENT PLAN KELLY INDUSTRIAL PARK APOPKA, FLORIDA	 FLORIDA ENGINEERING GROUP Engineering the Future	5127 S. Orange Avenue, Suite 200 Orlando, FL 32809 Phone: 407-895-0324 Fax: 407-895-0325 www.feg-inc.us	CROSS SECTIONS (2 OF 2)				PROJECT NO.	22-032		THIS ITEM, INCLUDING ANY BOUND SHEETS, HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SAM J. SEBALL, P.E. ON NOVEMBER 30, 2022 USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.				
05/02/2023	⚠️ PHASING PLAN ADJUSTMENT	JT	SJS								SCALE	NOTED			DESIGNED BY	SJS	DRAWN BY	JT
08/02/2023	⚠️ WEST PARCEL ADJUSTMENT	JT	SJS				DATE	NOVEMBER 30, 2022	SHEET NO.	C-7B	SHEET 20	OF 26						
10/27/2023	⚠️ PER CITY COMMENTS DATED 09/18/2023	JT	SJS															



01/31/2023	PER CITY COMMENTS DATED 01/09/2023	JT	SJS
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MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA

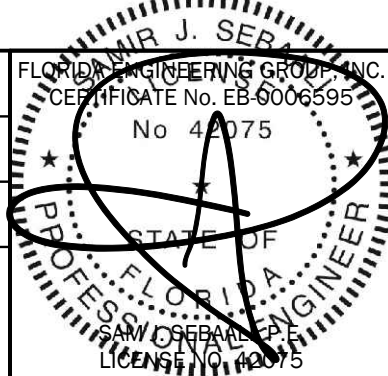


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FIRE TRUCK AND AUTOTURN PLAN
(2 OF 2)

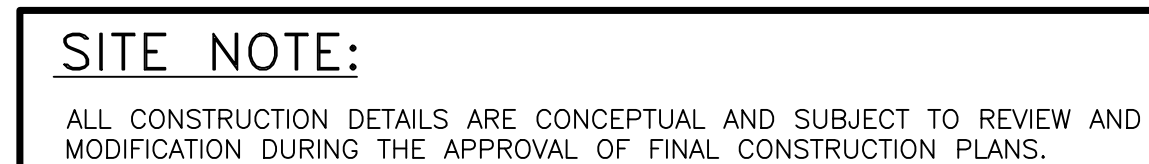
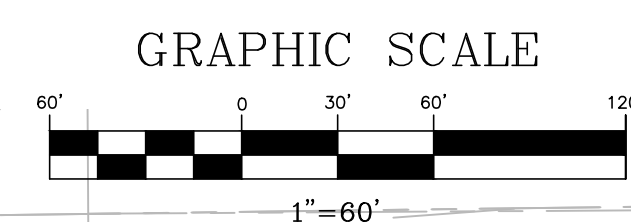
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PROJECT NO. 22-032	SCALE 1"=200'	DATE NOVEMBER 30, 2022	SHEET NO. C-8B
SHEET 22 OF 26			



10/30/2023

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MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA



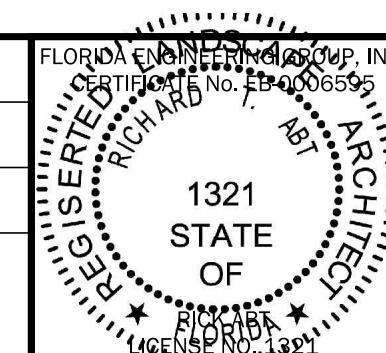
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PRELIMINARY SITE LANDSCAPE PLAN
(1 OF 3)

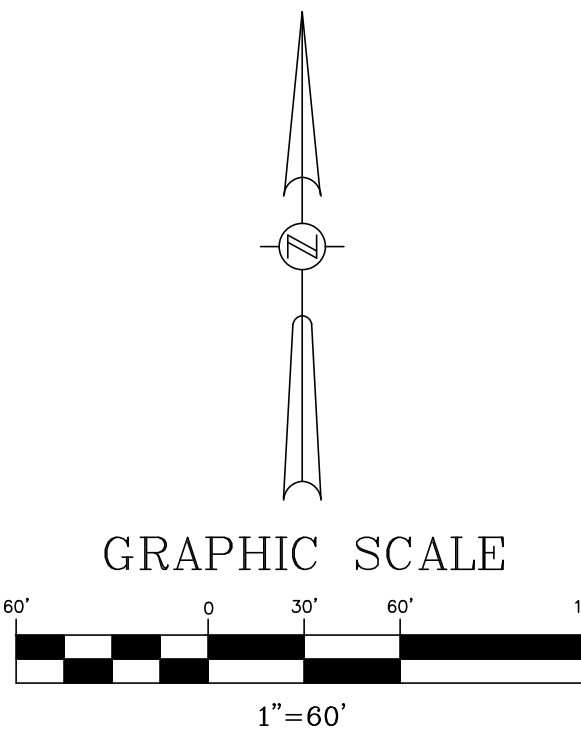
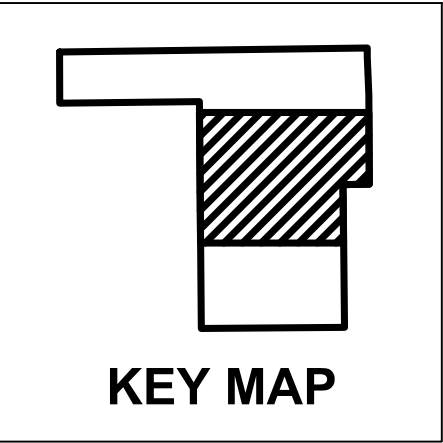
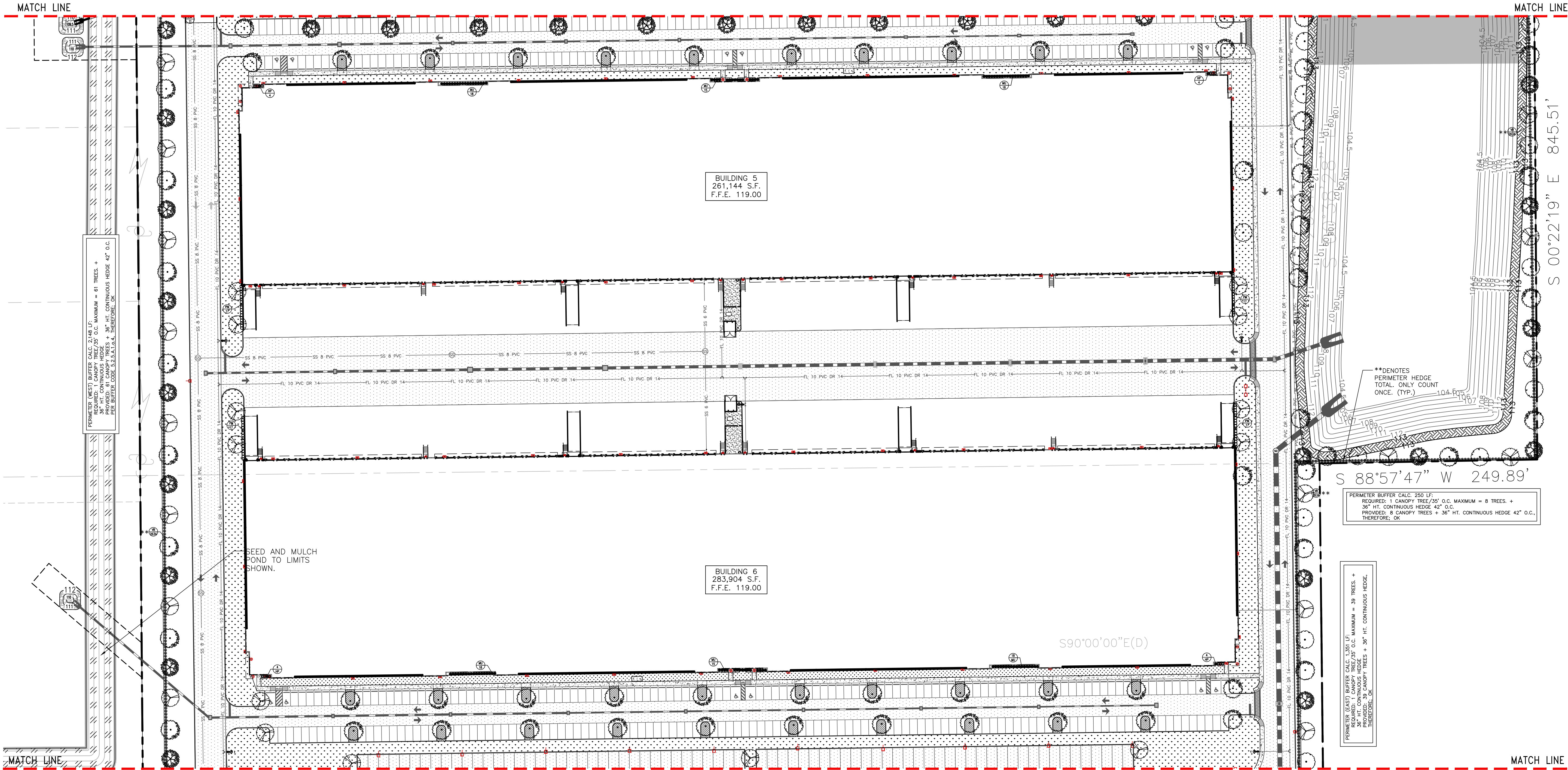
DESIGNED BY RTA	DRAWN BY SMH	CHECKED BY RTA	APPROVED BY RTA
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PROJECT NO.	22-032
SCALE	1"=60'
DATE	NOVEMBER 30, 2022
SHEET NO.	L-1
SHEET 23	OF 26



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10/27/2023	PER CITY COMMENTS DATED 09/18/2023	JT	SJS
DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA

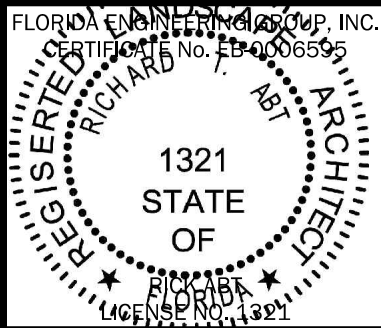


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PRELIMINARY SITE LANDSCAPE PLAN
(2 OF 3)

DESIGNED BY RTA
DRAWN BY SMH
CHECKED BY RTA
APPROVED BY RTA

PROJECT NO.	22-032
SCALE	1"=60'
DATE	NOVEMBER 30, 2022
SHEET NO.	L-2
SHEET 24	OF 26

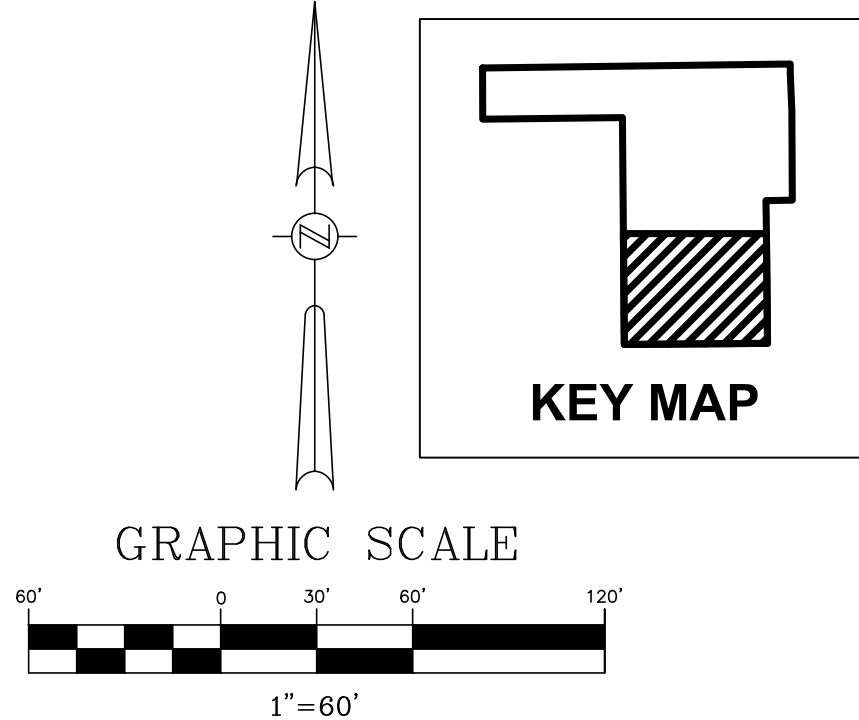


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MATCH LINE

MATCH LINE



N 00°08'41" E (D)
N 00°29'47" W 2147.97'

PERIMETER (WEST) BUFFER CALC. 2,148 LF.
MIN. REQUIRED PLANTING:
CANOPY TREES: 2 PER 100 FT = 43 TREES +
UNDERSTORY TREES: 6 PER 100 S.F. = 81
SHRUBS: 27 PER 100 S.F. = 204
PROVIDED: 43 CANOPY TREES + 81 U/S + 204 S.F. CONTINUOUS HEDGE 42' O.C.
SEE BUFFER TYPE "C" FOR DETAILS.

BUILDING FOUNDATION LANDSCAPING 630 LF - 20 LF(DOORS)= 610 LF:
REQUIRED: 1 UNDERSTORY TREE/20' O.C.= 31 TREES. + 4' WIDE
LANDSCAPE AREA WITH PLANTINGS
PROVIDED: 41 TREES + PLANTINGS THEREFORE; OK

BUILDING 7
537,694 S.F.
F.F.E. 118.50

BUILDING FOUNDATION LANDSCAPING 630 LF - 20 LF(DOORS)= 610 LF:
REQUIRED: 1 UNDERSTORY TREE/20' O.C.= 31 TREES. + 4' WIDE
LANDSCAPE AREA WITH PLANTINGS
PROVIDED: 41 TREES + PLANTINGS THEREFORE; OK

PERIMETER (EAST) BUFFER CALC. 1,351 LF.
MIN. REQUIRED PLANTING:
CANOPY TREES: 2 PER 100 FT = 27 TREES +
UNDERSTORY TREES: 6 PER 100 S.F. = 81
SHRUBS: 27 PER 100 S.F. = 204
PROVIDED: 27 CANOPY TREES + 81 U/S + 204 S.F. CONTINUOUS HEDGE 42' O.C.
SEE BUFFER TYPE "C" FOR DETAILS.

RIGHT OF WAY VARIES
DOT PROJECT NO. 429-203

**DENOTES PERIMETER HEDGE
TOTAL. ONLY COUNT ONCE. (TYP.)

S.R. 429/WEKIVA PARKWAY

S 00°38'29" E 1350.83'

S 89°31'40" W 1356.86'

SOUTH BUFFER TYPE "C" (1,357 LF)
15 FT. WIDE
MIN. REQUIRED PLANTING:
CANOPY TREES: 2 PER 100 FT = 27
UNDERSTORY TREES: 6 PER 100 S.F. = 81
SHRUBS PER 100 S.F. = 204
PROVIDED: 27 CANOPY, 81 U/S + 204
SHRUBS.

NOT PLATTED

SITE NOTE:

ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND
MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.

01/31/2023	PER CITY COMMENTS DATED 01/09/2023	JT	SJS
05/02/2023	PHASING PLAN ADJUSTMENT	JT	SJS
08/02/2023	WEST PARCEL ADJUSTMENT	JT	SJS
10/27/2023	PER CITY COMMENTS DATED 09/18/2023	JT	SJS
DATE	REVISIONS	BY	CHECKED

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA

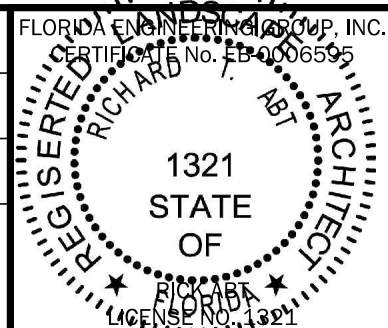


5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.feg-inc.us

PRELIMINARY SITE LANDSCAPE PLAN
(3 OF 3)

DESIGNED BY RTA	DRAWN BY SMH	CHECKED BY RTA	APPROVED BY RTA
--------------------	-----------------	-------------------	--------------------

PROJECT NO. 22-032
SCALE 1"=60'
DATE NOVEMBER 30, 2022
SHEET NO. L-3
SHEET 25 OF 26



THIS ITEM, INCLUDING ANY BOUND SHEETS,
HAS BEEN ELECTRONICALLY SIGNED AND
SEALED BY RICHARD T. SMITH ON NOVEMBER 30,
2022 USING A DIGITAL SIGNATURE.
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

LANDSCAPE NOTES

1. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLANT LIST AND THE ACTUAL NUMBER OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL. THE LANDSCAPE CONTRACTOR SHALL NOTIFY FEG OF ANY DISCREPANCY PRIOR TO ISSUANCE OF BIDS.
2. ALL NEW PLANTINGS MUST COMPLY WITH THE SIZES AND QUANTITIES SHOWN IN THE PLANT LIST. ALL PLANTS MUST COMPLY WITH THE APPLICABLE JURISDICTIONAL CODE. PER THE FLORIDA GUIDES AND STANDARDS MANUAL ALL NEW TREES SHALL HAVE THEIR CALIPER MEASURED AT 6" ABOVE GRADE FOR ALL TREES UP TO AND INCLUDING 4" CALIPER TREES AND 12" ABOVE GRADE FOR ALL LARGER TREES.
3. ALL PLANTING BEDS AND TREE SAUCERS TO HAVE ORGANIC MULCH TO A DEPTH OF 2" MINIMUM. AREAS WITH SLOPES GREATER THAN 4:1 SHALL HAVE MULCH RINGS OR TERRACED IN LONGER BEDS DESIGNED TO CAPTURE WATER AND REDUCE EROSION. TOPS OF MULCH RINGS OR TERRACES ARE TO BE LEVEL WITH RESPECT TO GRADE AND MULCH ON THE HIGH SIDE OF THE PLANTS.
4. A TWELVE MONTH WARRANTY IS TO BE PROVIDED FOR ALL NEW PLANT MATERIALS STARTING FROM THE DATE OF FINAL CERTIFICATE OF OCCUPANCY OR ACCEPTANCE BY THE OWNER. WARRANTY CAN EXCLUDE PLANTS LOST DUE TO ACTS OF GOD OR VANDALISM. REPLACEMENT OF DEAD OR UNHEALTHY PLANT MATERIALS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR WITHIN 30 DAYS OF NOTIFICATION IN CONFORMANCE WITH THE APPROVED LANDSCAPE PLAN.
5. ALL DISTURBED AREAS WITHIN THE PROJECT LIMITS SHALL BE FULLY SODDED ASIDE FROM DEFINED PLANTING BEDS. SOD SHALL BE FREE OF WEEDS AND NOXIOUS PESTS OR DISEASES. DISTURBED AREAS OUTSIDE OF PROJECT LIMITS SHALL BE SEEDED AND MULCHED UNLESS STEEPER THAN 5:1. PROVIDE SOD ON SLOPES STEEPER THAN 5:1. ALL DRY PONDS CAN BE SEEDED AND MULCHED ON THE BOTTOMS AND SIDE SLOPES. WET PONDS ARE TO BE SODDED DOWN TO THE DESIGNED HIGH WATER LINE.
6. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OCCURRING ON SITE OR ADJACENT AREAS, INCLUDING, BUT NOT LIMITED TO BUILDINGS, PAVING, UTILITIES, ETC., WHICH IS CAUSED BY PREPARING OR INSTALLING ANY AND ALL PLANT MATERIAL.
7. GRADE, DRESS AND SOD OR SEED AREAS THAT HAVE BEEN DISTURBED AS SOON AS POSSIBLE TO PREVENT EROSION.
8. ALL PLANT MATERIAL SHALL BE SET BACK FROM THE BACK OF CURBS OR PAVEMENT. SET TREES 3 FEET BACK FROM CURBS.
9. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING IF THERE ARE ANY INVASIVE OR EXOTIC TREES LOCATED ON THE SITE AND IS REQUIRED TO REMOVE ALL INVASIVE SPECIES PER THE LOCAL JURISDICTION'S INVASIVE SPECIES LIST LOCATED IN THEIR CODE OF ORDINANCES. GENERAL CONTRACTOR TO CONFIRM WITH THE LANDSCAPE INSTALLER THAT NO INVASIVE OR EXOTIC PLANT MATERIALS EXIST ON SITE. INFORM LANDSCAPE ARCHITECT IF ANY OF THESE PLANTS EXIST.
10. ANY PRUNING OF EXISTING TREES OR VEGETATION TO REMAIN AS A LANDSCAPE ELEMENT MUST BE CONDUCTED BY A CERTIFIED ARBORIST HOLDING A CURRENT CREDENTIAL WITH THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA). ALL PRUNING SHALL CONFORMING TO THE ANSI A300 STANDARDS, PART 1; PRUNING. THE SPECIFICATIONS FOR PRUNING SHALL BE DETERMINED BY THE CERTIFIED ARBORIST OR A PERSON QUALIFIED TO CREATE PRUNING SPECIFICATIONS ACCORDING TO THE ANSI STANDARD. THE GREATEST EMPHASIS IN PRUNING SHALL BE THE SAFETY, HEALTH AND WELFARE OF THE TRAVELING OR PEDESTRIAN TRAFFIC ESPECIALLY AS IT RELATES TO PEOPLE OR PROPERTY WITHIN THE FAILURE FOOTPRINT OF THE TREE OR VEGETATION TO BE PRUNED. WHEN THERE ARE EXISTING TREES OR VEGETATION TO REMAIN, CONTRACTOR SHALL EMPLOY A CERTIFIED TREE SURGEON TO SELECTIVELY PRUNE AND TRIM ALL EXISTING PLANT MATERIALS TO PROVIDE A BALANCED APPEARANCE WHILE ALSO ELIMINATING ANY INTERFERENCE WITH THE NEW CONSTRUCTION OR SAFETY, VISIBILITY CORRIDORS.
11. IRRIGATION (100% COVERAGE) SHALL BE PROVIDED IN ALL NEWLY PROPOSED PLANTING AREAS IN ACCORDANCE WITH THE JURISDICTIONAL LAND DEVELOPMENT CODE.

TREES TO BE REMOVED

POINT TABLE	
POINT NO.	DESCRIPTION
7985	OAK 22
7986	OAK 24
7987	OAK 19
7988	OAK 25
7989	OAK 14
7990	OAK 29
7991	OAK 14–12
7992	OAK 25
7993	OAK 25
7994	OAK 12
7995	OAK 12
7996	OAK 23
7998	OAK 23
7999	OAK 9–8
8000	OAK 11
8001	OAK 21
8002	OAK 32
8004	OAK 20

POINT TABLE	
POINT NO.	DESCRIPTION
8005	OAK 8
8006	OAK 11–9
8007	OAK 13–7
8008	OAK 7
8009	OAK 7
8010	OAK 9
8011	OAK 15
8012	OAK 15
8013	OAK 18
8014	OAK 7
8015	OAK 22
8016	OAK 10
8017	OAK 13
8018	OAK 16
8019	OAK 15
8020	OAK 21
8021	OAK 17
8022	OAK 15
8023	OAK 19
8024	OAK 15

POINT TABLE	
POINT NO.	DESCRIPTION
8025	OAK 17
8026	OAK 16
8027	OAK 19
8028	OAK 13
8029	OAK 19
8030	OAK 18
8031	OAK 18
8032	OAK 22
8033	OAK 17
8034	OAK 18
8035	OAK 18
8036	OAK 7
8037	OAK 18
8038	OAK 15
8039	OAK 21
8040	OAK 23
8041	OAK 15
8042	OAK 20
8043	OAK 11
8044	OAK 15

POINT TABLE	
POINT NO.	DESCRIPTION
8045	OAK 15
8046	OAK 15
8047	OAK 15
8048	OAK 23
8049	OAK 17
8050	OAK 13
8053	OAK 26
8054	OAK 9
8055	OAK 9
8059	OAK 20
8060	OAK 15
8061	OAK 18
8063	OAK 8

TOTAL TREES ON-SITE: 75

FLORIDA NATIVE LANDSCAPE SCHEDULE

CANOPY TREES							
SYMBOL	ABR.	BOTANICAL NAME	COMMON NAME	MINIMUM SIZE	QUANTITY	REMARKS	NATIVE
	QV	QUERCUS VIRGINIA 'HIGH RISE'	HIGH RISE LIVE OAK	8'-10' HT. 3" CAL.	221	SPECIMEN	Y
	QS	QUERCUS SHUMARDII	SHUMARD OAK	8'-10' HT. 3" CAL.	111	SPECIMEN	Y
	UA	ULMUS ALATA	WINGED ELM	8'-10' HT. 3" CAL.	79	SINGLE STRAIGHT TRUNK	Y
	MG	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	8'-10' HT. 3" CAL.	54	SINGLE STRAIGHT TRUNK	Y
	MV	MAGNOLIA VIRGINIANA	BAY MAGNOLIA	8'-10' HT. 3" CAL.	34	SINGLE STRAIGHT TRUNK	Y
	AR	ACER RUBRUM	RED MAPLE	8'-10' HT. 3" CAL. 15 GAL.	42	SINGLE STRAIGHT TRUNK	Y
TOTAL CANOPY TREES					541		
UNDERSTORY TREES							
	LI	LAGERSTROEMIA INDICA 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	10'- HT. 2" CAL. 15 GAL.	40	MULTI TRUNK 3-5 TRUNKS MIN.	Y
	IA	ILEX ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	7' HT. 2" CAL. 15 GAL.	84	SINGLE STRAIGHT TRUNK	
TOTAL UNDERSTORY TREES					124		
SHRUBS							
	VB	VIBURNUM ODORATISSIMUM	VIBURNUM	30" HT. 36" O.C.	2,716		Y
	HP	HAMELIA PATENS	FIREBUSH	3 GAL., 24"-30" 36" O.C.	X		Y
	MU	MUHLENBERGIA	RED MUHLY GRASS	3 GAL., 24"-30" 36" O.C.	X		Y
	PM	PODOCARPUS MACROPHYLLUS	PODOCARPUS	3 GAL., 24"-30" 36" O.C.	X		Y
GROUND COVER							
	RI	RAPHIOLEPIS INDICA ALBA	INDIAN HAWTHORN	3 GAL 18"x18" 30" O.C.	X		Y
	ZP	ZAMIA PUMILA	COONTIE	3 GAL. 18" O.C.	X		Y
	IV	ILEX VOMITORIA	SHELLINGS DWARF	3 GAL 12"x15" 24" O.C.	X		Y
	HE	HEMEROCALLIS SPP.	DAYLILY	1 GAL. 12" O.C.	X		
SOD/MISC.							
	SOD	BAHIA HYBRID	*NO MORE THAN 60% OF ALL LANDSCAPE AREA CAN BE SOD. QTY. BY CONTRACTOR				

TREE MITIGATION TOTALS

SITE CLEARING AREA: 104.18 AC. (4,537,961 SF)

TOTAL TREES ON-SITE: 75
TOTAL TREES REMOVED: 75
TOTAL TREES RETAINED: 0

TOTAL INCHES ON-SITE: 1,212

TOTAL INCHES REMOVED: 1,212 (INCLUDES SPECIMEN TREES)
TOTAL INCHES RETAINED: 0
TOTAL SPECIMEN TREES REMOVED: 7 TREES (186 INCHES)
TOTAL SPECIMEN INCHES RETAINED: 0"

TOTAL INCHES REQUIRED: 225" (75 TREES AT 3" CALIPER)
TOTAL TREE INCHES TO BE PROVIDED: 541 CANOPY @ 3" +
125 U/S @ 2" = 1,871"
TREE INCHES TO BE MITIGATED THROUGH TREE FUND: 0"

PROPOSED TREE TOTALS

TOTAL TREES PROPOSED = 665

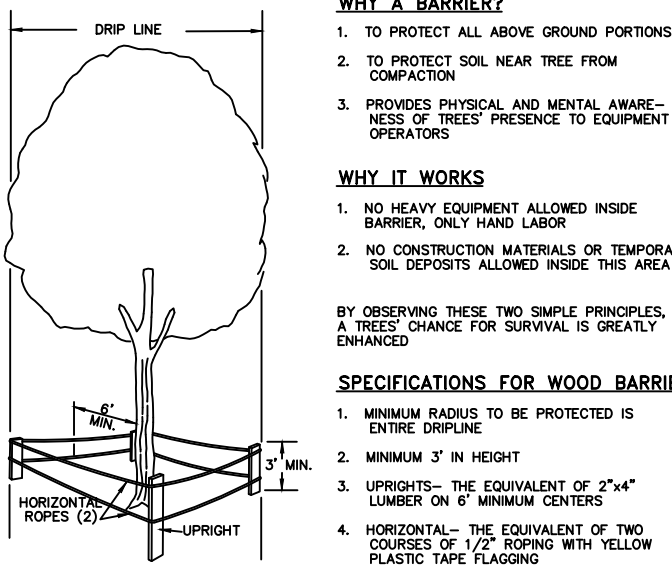
TOTAL TREES AT 3" CALIPER PROPOSED
541 = 1,623"

TOTAL TREES AT 2" CALIPER PROPOSED
124 = 248"

TOTAL CALIPER PROPOSED = 1,871"

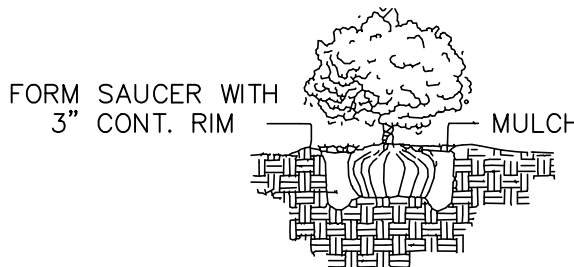
SITE NOTE:

ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.



- WHY A BARRIER?**
1. TO PROTECT ALL ABOVE GROUND PORTIONS
 2. TO PROTECT SOIL NEAR TREE FROM COMPACTION
 3. PROVIDES PHYSICAL AND MENTAL AWARENESS OF TREE PRESENCE TO EQUIPMENT OPERATORS
- WHY IT WORKS**
1. NO HEAVY EQUIPMENT ALLOWED INSIDE BARRIER, ONLY HAND LABOR
 2. NO CONSTRUCTION MATERIALS OR TEMPORARY SOIL DEPOSITS ALLOWED INSIDE THE AREA
- BY OBSERVING THESE TWO SIMPLE PRINCIPLES, A TREE'S CHANCE FOR SURVIVAL IS GREATLY ENHANCED
- SPECIFICATIONS FOR WOOD BARRIES**
1. MINIMUM RADIIUS TO BE PROTECTED IS 3' MIN.
 2. MINIMUM 3' IN HEIGHT
 3. UPRIGHTS—THE EQUIVALENT OF 2"x4" LUMBER ON 6' MINIMUM CENTERS
 4. HORIZONTAL—THE EQUIVALENT OF TWO COURSES OF 1/2" JOISTING WITH YELLOW PLASTIC TIE FLAGGING
 5. BARRIERS TO BE ERRECTED AROUND TREES TO REMAIN BEFORE CONSTRUCTION OR NEARBY TREES ARE REMOVED
 6. BARRIERS TO REMAIN IN PLACE UNTIL ALL PAVING, CONSTRUCTION AND HEAVY EQUIPMENT IS OUT OF AREA

TREE PROTECTION MEASURES



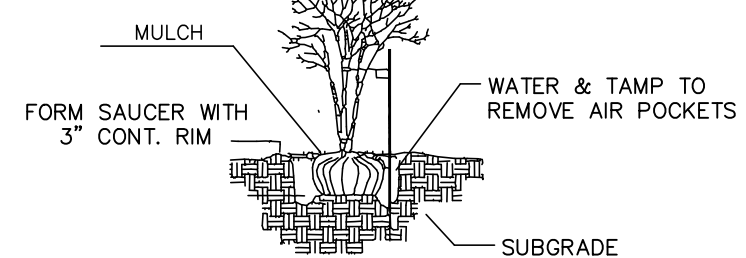
SPECIFIED PLANTING MIX
WATER & TAMP TO
REMOVE AIR POCKETS

SHRUB PLANTING

STAKE TO FIRST BRANCHES
AS NECESSARY FOR
FIRM SUPPORT

2" x 2" HARDWOOD STAKES
DRIVEN FIRMLY A MINIMUM OF
18" INTO THE SUBGRADE
PRIOR TO BACKFILLING.

NYLON STRAPPING IS TO BE USED
FOR ALL STAKING PURPOSES.
DO NOT USE METAL
WIRE ON ANY STAKES.



SEE GENERAL NOTES ON
SOIL PREPARATION

MULTI-TRUNK TREE STAKES

PLANT SO THAT TOP OF ROOT
BALL IS EVEN WITH THE
FINISHED GRADE

PAINT ALL CUTS OVER 1" DIAM.

NYLON STRAPPING IS TO BE USED
FOR ALL STAKING PURPOSES.
DO NOT USE METAL
WIRE ON ANY STAKES.

HARDWOOD STAKES
3 STAKES 2" x 2"
DRIVEN (MIN 16") FIRMLY
INTO SUBGRADE PRIOR
TO BACKFILLING.

STAKE ABOVE FIRST BRANCHES
OR AS NECESSARY FOR FIRM
SUPPORT

SPECIFIED PLANTING MIX
WATER & TAMP TO
REMOVE AIR POCKETS

TREE PLANTING VERTICAL STAKES

MAJOR DEVELOPMENT PLAN
KELLY INDUSTRIAL PARK
APOPKA, FLORIDA



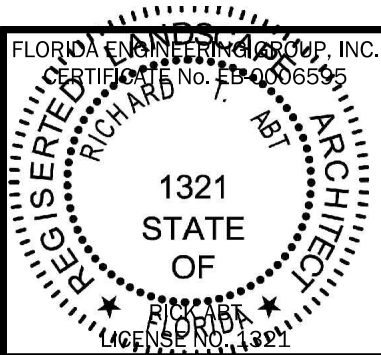
5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325

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LANDSCAPE NOTES

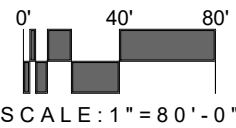
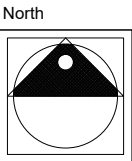
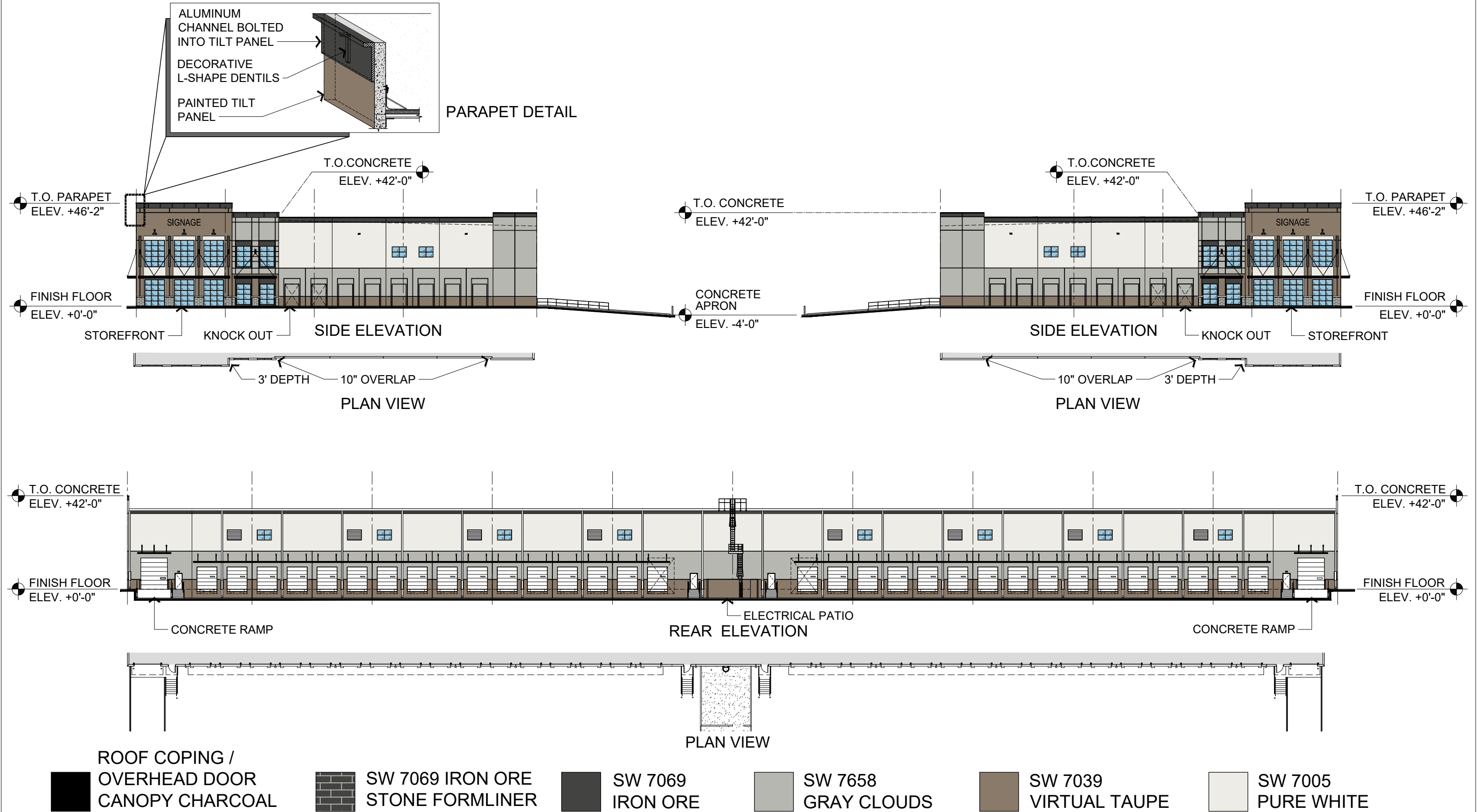
DESIGNED BY RTA	DRAWN BY SMH	CHECKED BY RTA	APPROVED BY RTA
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PROJECT NO. 22-032
SCALE NOTED
DATE NOVEMBER 30, 2022
SHEET NO. L-4 SHEET 26 OF 26



THIS ITEM, INCLUDING ANY BOUND SHEETS,
HAS BEEN ELECTRONICALLY SIGNED AND
SEALED BY RICH AIT ON NOVEMBER 30,
2022 USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.



SCALE: 1" = 80'-0"

OCTOBER 25, 2023

KELLY PARK

SPECULATIVE WAREHOUSE BUILDINGS

APOPKA, FLORIDA

20393

CADENCE
PARTNERS



ARCHITECTURE







City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 3.

Meeting Date: February 7, 2024

Department: Community Development

SUBJECT:

Re-Appointment of a member to the Apopka Planning Commission for a three-year term

REQUEST:

Mayor to reappoint Howard Washington for a three-year term. City Council to approve the appointment.

SUMMARY:

The City of Apopka's Planning Commission is established as a citizen board to review and recommend to the City Council, approval or denial of development plans, amendments to the zoning map, amendments to the Land Development Code, proposed subdivision plats, proposed site plans, and future land use map amendments.

In accordance with Florida Statutes, the Planning Commission serves as the City's "Local Planning Agency" when reviewing and recommending to the City Council any future land use amendments to the Comprehensive Plan and Future Land Use Map.

There are seven members that are appointed by the Mayor and approved by the City Council. Members are appointed to three-year terms and must reside within the city limits. The Planning Commission normally meets on the second Tuesday of each month at 5:30 P.M. Additional meetings are scheduled depending on the subject or volume of applications.

At this time, one member is due for re-appointment:
Howard Washington

FUNDING SOURCE:

n/a

RECOMMENDED MOTION:

Mayor to reappoint Howard Washington for a three-year term. City Council to approve the appointment.

ATTACHMENTS:

1. H Washington PC Resume 9-12-19

Howard J. Washington, Jr.
4389 Marigold Isle Avenue
Apopka, Florida 32712

Cell: (973) 768-0833

Email: hjwash2006@yahoo.com

Professional Highlights at Xerox Corporation:

- 34 years of successful sales and management experience in the demanding New York City marketplace.
- Consistently achieved Year Over Year revenue, unit and profit targets.
- Results oriented; focused on achievement, new customer acquisition and retention.
- Assignments include sales representative, regional sales planning manager, major account sales executive, sales manager and business services sales and operations manager.
- Sold to Major/National Accounts (Fortune 500 Accounts)
- Achieved 11 President's Club Awards (Top 5% performers annually).
- Developed and implemented customer enterprise strategic plans to achieve multiple performance targets.
- Established, maintained and improved customer relationship plan including high level operating and executive level contacts.
- Developed and delivered effective presentations and written proposals.
- Worked cross-functionally within Xerox and 3rd Party Business Partners to develop and deliver complex document solution proposals to achieve the highest level of Customer Satisfaction and client favor as possible (as measured by same account revenue growth, new account revenue growth and maximize customer retention).
- Used excellent interpersonal, communication (written and verbal) and effective listening skills to work effectively with co-workers, 3rd party vendors and clients.
- Self-initiated and required minimal supervision in a multitasking environment.
- Human Resource Management experience as the NYC Centralized New Hire Center Manager.
- Coached and counseled sales team personnel to attain individual and corporate sales targets.
- Identified opportunities in managed services account Profit and Loss Statements to achieve corporate revenue and net profit margins.

Experience:

Xerox Corporation, New York City **North American Sales Group**

- **Accepted Voluntary Reduction in Force Offer** January 1, 2007 to December 31, 2007
- **Major Account Manager** January 1, 2005 to December 31, 2006
Marketed a vast portfolio of black / white and color high speed reproduction and office equipment solutions, software and Managed Services solutions to assigned Major and National Accounts.
- **Managed Services Specialist** January 1, 2001 to December 31, 2004
Identified and developed opportunities for Xerox managed services in accounts managed by

Major Account Managers.

- **Business Services Account Executive** January 1, 2000 to December 31, 2000
Renewed 15 out of 15 Managed Services Agreements in the State of Connecticut.
- **Account Executive** January 1, 1999 to December 31, 1999
Increased Managed Services revenue at assigned preexisting Managed Services accounts.
- **Business Services Account Manager** January 1, 1996 to December 31, 1998
Sales and operations responsibility for 10 existing Managed Services agreements.
Responsible for the HRM of 20 client site employees and P&L management.
- **Account Executive** January 1, 1993 to December 31, 1995
Increased Managed Services revenue at assigned pre-existing Managed Services accounts.
- **Facilities Management Marketing Executive** January 1, 1991 to December 31, 1992
Identified, developed and established new business facility management clients.

Reproduction Centers Division

- **Senior Sales Executive** January 1, 1989 to December 31, 1991
Responsible for selling Off-Site reproduction services and New Business Facilities Management Agreements.
- **Sales Manager** January 1, 1987 to December 31, 1989
Same responsibilities as previous sales manager position.
- **Sales Planning Manager** January 1, 1986 to December 31, 1987
Developed, coordinated, launched and/or delivered all NYC sales, marketing and training programs created locally or by Division Headquarters.
- **Sales Manager** January 1, 1981 to December 31, 1986
Hired, trained, coached and counseled sales team in the pursuit of Off-Site Reproduction and On-Site Facilities Management revenue.

Information Systems Group

- **Major Account Sales Executive** January 1, 1980 to December 31, 1981
Sold copiers and duplicators to Major and National accounts.
- **NYC Hiring Center Manager** January 1, 1978 to December 31, 1980
Responsible for recruiting, interviewing and training all sales personnel for 4 NYC sales offices.
- **Engineering Systems Sales Specialist** January 1, 1975 to December 31, 1978
Marketing special reproduction products designed for the Architectural, Construction and Engineering marketplace.
- **Geographical Sales Representative** February 1, 1973 to December 31, 1974
Entry level position responsible for selling copiers and duplicators in the low volume geographical marketplace.

Bendix Corporation, Teterboro, New Jersey

- **Electrical Engineer** September 1, 1969 to January 31, 1973
Collaborated with other engineers in the design, testing and installation of the McDonald Douglas DC10 Autopilot Built-In Test Equipment subassembly.

Other Affiliations:

- Past Member, City of Englewood (NJ) Golf Course Land Use Development Committee
- Past Member, Metropolitan Area Minority Employees, New York City
- Current Life Member, NAACP
- Past Administrative Board Chairman, St. Marks UMC, Montclair, NJ
- Past Co-Chairman, Touching Tomorrow Today Capital Campaign, Christ Church, Montclair, NJ (raised \$14 million for new 14 acre church campus)
- Past President and current resident, Oak Ridge of Apopka (FL) HOA.
- Past Vice President of the Winter Park Alumni Chapter of Kappa Alpha Psi Fraternity, Inc.
- Past Treasurer of the Winter Park Alumni Chapter of Kappa Alpha Psi Fraternity, Inc.
- Past Secretary of the Winter Park Alumni Chapter of Kappa Alpha Psi Fraternity, Inc.
- Past BOD Member of the Winter Park Alumni Chapter of Kappa Alpha Psi Fraternity, Inc.
- Current BOD Member of the Winter Park Achievement Foundation
- Current volunteer at Loaves and Fishes in Apopka
- Past Vice President and current member of the ACPAAA.
- Past Advisor of the Kappa Youth Leadership Development League

Education: **Hampton University, Hampton, Virginia**
BS, Electronic Technology, 1970 (completed graduation requirements in July 1969)

References: Available upon request



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 4.

Meeting Date: February 7, 2024

Department: Community Development

SUBJECT:

451 Commerce Park Transportation Impact Fee Agreement Amendment

REQUEST:

Approval of a First Amendment to Transportation Impact Fee Credit Agreement ("Amendment") between the City of Apopka and Arrowrock Income and Growth Fund III, LP, to include funding to relocate a water line that was originally installed incorrectly within the road right-of-way years prior to this project.

SUMMARY:

Arrowrock Income and Growth Fund III, LP, the Developer of 451 Commerce Park located at 550 Marshall Lake Road entered into a Transportation Impact Fee Agreement ("Agreement") with the City of Apopka on September 13, 2022 (as approved by City Council on September 9, 2022), to widen the lanes and resurface Marshall Lake Road. These improvements will provide capacity as well as safety improvements. The improvements will be funded using transportation impact fees generated by the project.

As stated in the Agreement, page 4, "The parties agree that the Preliminary Budget is based on limited information for existing physical site conditions, preliminary engineering, and limited understanding of all approval criteria determined through permit approval processes and inspection from authorities having jurisdiction." Since then, it was discovered that the existing water line on the south side of the road was installed improperly within the road right-of-way. City Staff, including the Transportation Coordinator and Public Services Director, decided the best option is to properly fix the issue by relocating the water line in conjunction with the planned road improvements. Other, less expensive options were discussed, but none fixed the problem completely and would put the newly constructed road at risk of damage if the water line were to be addressed at a later time.

451 Commerce Park generated \$616,321.00 in transportation impact fees which have been paid to the City. The Preliminary Budget for design, permitting, and construction approved in the Agreement was \$616,321.00 which included a contingency of \$141,153.00, in total matching the impact fees paid to the City. The relocation of the water line, which was not anticipated under the Preliminary Budget, will raise the budget to \$699,247.00 which includes a required 15% contingency fee of \$91,206.00 per the agreement. The reconciled budget amount requires \$82,926.00 above the collected impact fees to fund the water line relocation which was not part of the initial Agreement and Preliminary Budget.

FUNDING SOURCE:

Transportation Impact Fee Credits/Public Services Utility Maintenance Budget

RECOMMENDED MOTION:

Approve the First Amendment to Transportation Impact Fee Agreement with Arrowrock Income and Growth Fund III, LP for improvements to Marshall Lake Road.

Approve amended Exhibit "C" as the Reconciled Budget for the improvements that are subject of the Agreement following approval of the First Amendment to Transportation Fee Impact Agreement and direct staff to memorialize such approval in writing per the terms of the Agreement.

ATTACHMENTS:

1. 451 Commerce Park TIF Credit Agreement (Executed and Recorded)
2. 1st Amendment to Transportation Impact Fee Agreement - Arrowrock 2024

TRANSPORTATION IMPACT FEE AGREEMENT

THIS TRANSPORTATION IMPACT FEE AGREEMENT (the "Agreement") is entered into by and between **CITY OF APOPKA, FLORIDA**, whose address is 120 East Main Street, Apopka, Florida, 32703, Attn. Edward Bass, City Administrator (the "City"), and **ARROWROCK INCOME & GROWTH FUND III, LP**, a Delaware limited partnership, its successors and/or assigns, whose address is 135 N. Meramec Avenue, Suite 600, St. Louis, MO 63105 ("Developer").

RECITALS

1. Developer is the purchaser under contract with respect to certain real property located in the City of Apopka, Orange County, Florida, having Parcel Id. No.(s) 09-21-28-0868-04-003, 09-2128-0868-04-001 and 09-2128-0868-04-006, which real property is described in **Exhibit "A"**, which exhibit is attached hereto and incorporated herein (the "Property").

2. On [August 3, 2022], the City of Apopka City Council approved a Major Development Plan for an industrial use development at the Property known as "451 Commerce Park," subject to numerous conditions (the "451 Commerce Park MDP").

3. The City, through its conditions of approval, recognized that several road improvements needed to be made to adequately serve the Property.

4. Chapter 22, Article III of the City's Code of Ordinances, commonly known as the Road Impact Fees Ordinance, including the fee schedule in effect on the date of this Agreement, attached hereto and incorporated herein **Exhibit "B"** (together, the "Ordinance"), requires that a developer pay road impact fees for development, and authorizes an award of credits against road impact fees for certain road improvements.

ACCORDINGLY, in consideration of the promises and covenants contained herein, the parties agree as follows:

DOC# 20230231395
04/25/2023 07:35:31 AM Page 1 of 28
Rec Fee: \$239.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CITY OF APOPKA CITY CLERK


Section 1. Road Impact Fees: Credits.

A. In conjunction with its development of the Property, Developer shall pay the City a certain road impact fee for the reasonably anticipated expansion costs of new roads needed to serve the new growth and development pursuant to the approved 451 Commerce Park MDP, as required by the Ordinance (“Impact Fee”). As a condition of the City’s issuance of building permits to Developer for land development activity which will generate additional traffic, the Developer shall deliver to the City, to be held by the City in a transportation impact fee escrow account established by the City Administrator (the “Escrow Account”), the Impact Fee. Notwithstanding the foregoing, the amount Developer is obligated to pay into the Escrow Account shall be offset by the Estimated Impact Fee Credits (defined in Paragraph B below). Once a final determination of Impact Fee Credits has been made, the Impact Fee due from Developer shall be adjusted accordingly. No Impact Fee shall be due and payable by Developer until the time of issuance of such building permits.

B. The Developer shall be eligible to receive credits against its Impact Fee pursuant to the Ordinance, this Section, and Section 3 below (“Impact Fee Credits”) for (A) the value of land contributed by Developer for right of way purposes in connection with the Eligible Improvements, if applicable, and (B) the cost to design, permit, and construct the following improvements to (i) widen Marshall Lake Rd. and (ii) resurface Marshall Lake Rd., all in accordance with the preliminary budget set forth on **Exhibit “C”** and attached hereto and incorporated herein (the “Preliminary Budget”) and the plans and specifications set forth on **Exhibit “D”** attached hereto and incorporated herein (together, “Eligible Improvements”). The amount of Impact Fee Credits that Developer is estimated to receive based on anticipated contributions and Eligible Improvements work by Developer (the “Estimated Impact Fee Credits”) is outlined in **Exhibit “C”** attached hereto and incorporated herein. The Estimated Impact Fee Credits will be adjusted to reflect actual costs upon completion of the Eligible Improvements work.

Section 2. Performance and Completion of Eligible Improvements.

A. The Eligible Improvements shall be completed by Developer or its designee (the “Performing Party”), on behalf of the City, on or before the issuance of any final City certificate of completion for 451 Commerce Park, subject to any additional period of time necessary to

complete the Eligible Improvements due to delays caused by the other party to this Agreement, or by strikes, riots, acts of God, adverse weather, shortages of labor or materials, war, terrorist acts or activities, epidemic or pandemic, governmental laws, regulations, or restrictions, a failure or refusal of governmental authorities to issue permits or approvals, or any other causes of any kind that are beyond the reasonable control of the Performing Party (each a “Force Majeure Delay”).

B. Developer shall cause Eligible Improvements to be completed in a workmanlike manner, subject to applicable codes and standards for similar projects as governed by the authorities having jurisdiction. The Performing Party shall possess the vested authority to solicit bid proposals and enter into contracts with all vendors, contractors, and subcontractors as may be required for its completion of the Eligible Improvements pursuant the most current of the Preliminary Budget or Reconciled Budget. So long as all performing vendors and contractors possess the required licenses and authority to perform work in the State of Florida and City of Apopka, which shall not be unreasonably conditioned or withheld, the Performing Party shall not be subject to further conditions of the City, such as but not limited to requirements to solicit multiple contractor bids or enter into any targeted or inclusive labor agreements in its performance of the Eligible Improvements.

C. If the staging and/or construction of certain Eligible Improvements requires, in the reasonable discretion of the Performing Party one or more temporary construction easements or licenses (a “TCL”) over property owned or otherwise controlled by another party to this Agreement (an “Owning Party”), then such Owning Party shall promptly grant such TCL to the Performing Party upon such commercially reasonable terms and conditions requested by the Performing Party. In the event a TCL is needed on property owned by a third party, the City will use reasonable best efforts to acquire such TCL for the benefit of the Performing Party.

D. In the event Developer fails to obtain (i) all necessary Property for its development project, or (ii) all necessary TCLs for staging and construction of Eligible Improvements, then Developer shall have the right to terminate this Agreement and upon such termination shall have no further rights or obligations hereunder.

Section 3. Costs of Eligible Improvements

A. The parties have agreed to the Preliminary Budget for Eligible Improvements and acknowledge the associated limitation of budget accuracy that cannot be fully developed until

after, and resulting from, the execution of this Agreement. The parties agree that the Preliminary Budget is based on limited information for existing physical site conditions, preliminary engineering, and limited understanding of all approval criteria determined through permit approval processes and inspections from authorities having jurisdiction. Therefore, upon execution of this Agreement, the parties agree that Developer is authorized to incur costs as outlined in the Preliminary Budget, which shall be reimbursable from funds in the Escrow Account, required to quantify the scope of work and costs by engaging necessary physical due diligence, surveying, design, engineering, agency approval, and contractor pricing to that shall determine the reconciled costs (the "Reconciled Budget") required for Developer's performance of the Eligible Improvements. Prior to commencement of the construction of Eligible Improvements Developer will present reasonable documentation for the City's approval, which shall not be unreasonably conditioned or withheld, that supports the reconciled and reimbursable costs from the Escrow Account to Developer to complete Eligible Improvements. Upon the City's approval in writing of the Reconciled Budget, **Exhibit "C"** shall be amended with the approved documentation supporting the Reconciled Budget. In order to fund and complete the Eligible Improvements at costs consistent with the approved Reconciled Budget, the Developer will be financially responsible for any deficit caused by the Reconciled Budget exceeding of the Impact Fee deposited by Developer, except as set forth herein. The Developer shall only be responsible for a deficit caused by cost escalations associated with a scope of work equal to that of the Eligible Improvements described herein, including, but not limited to, increased costs for labor or materials which were reasonably foreseeable by Developer. In no event shall the Developer be financially responsible for any deficit caused by material changes to the Eligible Improvements (the "Amended Eligible Improvements"), including, but not limited to, costs related to or caused by: discretionary scope enhancements, changes to ordinance or code requirements imposed by the City or any other authority having jurisdiction over the Eligible Improvements, unforeseen site conditions on or adjacent to the City's right of way which may affect the Eligible Improvements, unforeseen inspection/approval requirements mandated by authorities having jurisdiction over the Eligible Improvements, or Force Majeure Delays. For any deficit attributable to Amended Eligible Improvements, within thirty (30) days of receiving written notice from Developer, the City will promptly deposit funds into the Escrow Account in an amount equal to such deficit, plus a

contingency fee in the amount of 15% of such deficit, in order to adequately fund and complete the Amended Eligible Improvements.

B. The parties acknowledge the possibility of changes to the scope of Eligible Improvements and associated costs after the City's approval of the Reconciled Budget, and also acknowledge that no budgetary provisions are included to accommodate requirements of the St. Johns River Water Management District "the District", including, but not limited to, requirements for new stormwater infrastructure, detention, retention, or infiltration facilities to support road improvements outlined herein. The scope of Eligible Improvements described in this Agreement presumes that the City will apply for and request an exemption from the requirement to obtain an Environmental Resource Permit for certain of the Eligible Improvements. The exemption from the requirement to obtain the Environmental Resource Permit may be available because certain of the Eligible Improvements may be subject to exemption from the requirements of the District's code which allow for safety-related road improvements, including, but not limited to, widening of roads, to be made without an Environmental Resource Permit. The Developer shall provide administrative and technical support to the City with respect to the assemblage and submission of the required application and documentation to obtain the desired exemption. Additionally no budgetary provisions are assumed for geotechnical investigation or environmental assessments or impacts, nor any scopes of work associated with environmental contamination or habitat remediation. Developer assumes that the conditions within the City's right of way can readily and legally accommodate construction of the Eligible Improvements Eligible Improvements without specialized work or entitlements. Developer shall be vested with authority to incur such costs to complete Eligible Improvements as established under the applicable Ordinances effective at the time of this Agreement's execution, and as may be required to overcome circumstances including, but not limited to, Force Majeure Delays, unforeseen site conditions, unforeseen inspection/approval requirements, or work required to address design errors & omissions. Changes to the scope of the Reconciled Budget required in completing the Eligible Improvements shall be reimbursed to Developer as a result of the reasonable documentation included to support such eligible costs in its monthly pay requests to the City.

C. After commencement of the construction of Eligible Improvements, Developer will be limited to the submission of one (1) monthly progress pay request to the City, inclusive of supporting documentation for the sum of all costs incurred within the Reconciled Budget including

eligible change work. Upon the City's receipt of monthly pay requests, the City shall have seven (7) days from its receipt to respond in writing with requirements or questions to Developer that are reasonable conditions for the City's approval and reimbursement to Developer from the Escrow Account, which shall not be unreasonably conditioned or withheld. The City will release payment for monthly pay requests from the Escrow Account within fifteen (15) days after receipt of each pay request, so long as Developer has reasonably addressed all conditions or concerns brought forth by the City in writing to Developer within the aforementioned notice period. The City shall serve as the single approving party for funds that are released from the Escrow Account resulting from performance of Eligible Improvements.

D. Developer will provide, with its final pay request, (1.) unconditional progress lien waiver reflecting the aggregate sum of all prior funds received from the Escrow Account, and (2.) a final conditional lien waiver waiving liens subject to the receipt of final funding from the City. Upon and subsequent to the City's release of final payment for Eligible Improvements to Developer from the Escrow Account, Developer shall provide its final unconditional lien waiver.

Section 4. Request for Credits, Grant of Credits, Reimbursement to Developer of Eligible Improvement Costs.

A. Upon completion by Developer of the Eligible Improvements, and upon acceptance of such Eligible Improvements by the City or other governmental entity with jurisdiction, the City shall grant Developer credits as supported by Developer's responsibility to provide documentation as described in Section 22-57 of the Ordinance, and further demonstrated by Developer's approved pay requests for reimbursement of Eligible Improvement costs incurred pursuant to **Exhibit D** attached hereto, to evidence the costs incurred by Developer in connection with completion of such Eligible Improvements. No later than forty-five (45) days after the City Administrator has released final payment to Developer for its performance of Eligible Improvements, and has received all documentation required by the Ordinance from Developer, the City Administrator shall review such documentation, and grant Developer credits pursuant to the Ordinance for the Eligible Improvements. Developer may reasonably protest the credits granted within forty five (45) days after credits are granted by the City. The City Administrator shall within seven (7) days address such protest from Developer and state in writing the reasons pursuant to the Ordinance for granting the issued credit amount. If Developer is dissatisfied with the stated reasons, Developer may request the City Council to render a decision on the matter. The City's prior review and

approval to release funding from the Escrow Account to Developer for monthly pay requests associated with the performance of Eligible Improvements, shall determine that supporting documentation that has accompanied such pay requests has included acceptable detail in order for the City's determination to grant eligible credits to Developer.

Section 5. **Notices.**

All notices, demands and other communications required or permitted to be given under this Lease shall be in writing and shall be deemed to be given when delivered (or, if delivery is refused, on the date delivery was attempted) if sent by recognized overnight courier, or upon three (3) business days after deposit in the U.S. Mail if sent by certified or registered mail, postage prepaid, addressed to the following (as such addresses may be modified from time to time by prior written notice from such party):

If to the City:

City Administrator
City of Apopka
120 East Main Street
Apopka, Florida, 32703

If to Developer:

ARROWROCK INCOME & GROWTH FUND III, LP
c/o Christopher L. Collins
105 North Meramec Avenue
Suite 600
St. Louis, MO 63105

With a copy to:

Missy McCoy
Lewis Rice LLC
600 Washington Avenue
Suite 2500
St. Louis, MO 63101

Section 7. **Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the City, Developer or Developer's successors and/or assigns. It shall run with the Property and shall only be binding upon Developer or Developer's successors and/or assigns during the period that Developer or Developer's successors and/or assigns own the Property in fee simple.

Section 8. Miscellaneous

A. Recitals. The foregoing recitals are true and correct.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the 451 Commerce Park MDP, and all applicable laws, ordinances, and regulations.

C. Severability. Any provision of this Agreement which is legally unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof.

D. Recording. This Agreement shall be promptly recorded after its Effective Date, at the sole expense of the City, in the Public Records of Orange County, Florida.

E. Assignment. Developer may assign all of its interest in this Agreement, without the written consent of City, to an affiliate entity controlled by or under common control with Developer.

Section 9. Effective Date. This Agreement shall become effective upon the date of execution by both parties.

[Remainder of page intentionally left blank; signature pages follow.]

CITY SIGNATURE PAGE TO
TRANSPORTATION IMPACT FEE AGREEMENT

ATTEST:

CITY:

CITY OF APOPKA, FLORIDA

By: Bryan Nelson
Print Name: Bryan Nelson
As Its: Mayor
Date: 9-13-22

Susan M. Bone
Print Name: Susan M. Bone
City Clerk

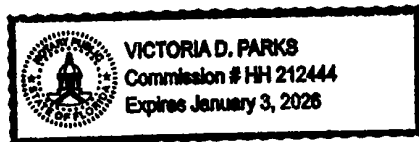
FOR THE USE AND RELIANCE
OF CITY OF APOPKA ONLY.
APPROVED AS TO FORM.

Michael A. Rodriguez
Print Name: MICHAEL A. RODRIGUEZ
City Attorney

STATE OF Florida
CITY OF Apopka

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 13th day of September, 2022, by Bryan Nelson as the Mayor of the City of Apopka. He [X] is personally known to me or [] produced a driver's license as identification, and did not take an oath.

(NOTARY SEAL)



Victoria D. Parks
NOTARY SIGNATURE

Victoria D. Parks
PRINTED NOTARY SIGNATURE
Notary Public, State of Florida
Commission Number: HH 212444
My Commission Expires: 01-03-2026

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DEVELOPER SIGNATURE PAGE TO
TRANSPORTATION IMPACT FEE AGREEMENT

WITNESSES:

DEVELOPER:

Channsey Wright
 Print Name: Channsey Wright

**ARROWROCK INCOME &
 GROWTH FUND III, LP,**
 a Delaware limited partnership

By: Arrowrock Income & Growth
 Fund, III GP, LLC a Delaware limited
 liability company, its general partner

By: Summit Realty Ventures, LLC
 A Missouri limited liability company,
 Its sole member

[Signature]
 Print Name: 9/7/22 CHRISTOPHER L. COLWIS

By: [Signature]
 Print Name: John S. Ross Jr.
 As Its: Manager
 Date: 9/7/22

STATE OF MISSOURI
 CITY OF ST. LOUIS

The foregoing instrument was acknowledged before me by means of ✓ physical
 presence or online notarization, this 7TH day of SEPTEMBER, 2022, by
JOHN S. ROSS, JR., as the MANAGER of SUMMIT REALTY VENTURES LLC He [] is personally
 known to me or [] produced a driver's license as identification, and did not take an oath.



[Signature]
 NOTARY SIGNATURE

VIRGINIA C. BLACK
 PRINTED NOTARY SIGNATURE
 Notary Public, State of MISSOURI
 Commission Number: 20373569
 My Commission Expires: OCT. 7, 2024

Exhibit "A"
Property Legal Description

LEGAL DESCRIPTION
(AS SURVEYED)

A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING A PART OF BLOCK D OF BRADSHAW AND THOMPSON'S ADDITION TO APOPKA CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 25, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2721, PAGE 121, OFFICIAL RECORDS BOOK 3372, PAGE 272, OFFICIAL RECORDS BOOK 4854, PAGE 910, OFFICIAL RECORDS BOOK 4786, PAGE 2837, OFFICIAL RECORDS BOOK 4845, PAGE 3875, OFFICIAL RECORDS BOOK 8585, PAGE 2163, OFFICIAL RECORDS BOOK 6616, PAGE 1584 AND OFFICIAL RECORDS DOCUMENT NUMBER 20190752701, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 9, S00°10'23"W, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MARSHALL LAKE ROAD (60-FOOT PUBLIC RIGHT OF WAY PER PLAT BOOK 8, PAGE 25, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA) AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, S89°45'32"E, A DISTANCE OF 320.60 FEET TO THE WEST LINE OF THE EAST 5.0 FEET OF THE NORTH 371.1 FEET OF THE WEST 1/4 OF SAID BLOCK D; THENCE ALONG SAID WEST LINE, S00°21'01"W, A DISTANCE OF 371.10 FEET TO THE SOUTH LINE OF THE EAST 5.0 FEET OF THE NORTH 371.1 FEET OF THE WEST 1/4 OF SAID BLOCK D; THENCE ALONG SAID SOUTH LINE, S89°45'32"E, A DISTANCE OF 5.00 FEET TO THE EAST LINE OF THE EAST 5.0 FEET OF THE NORTH 371.1 FEET OF THE WEST 1/4 OF SAID BLOCK D; THENCE ALONG SAID EAST LINE, N00°21'01"E, A DISTANCE OF 371.10 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID MARSHALL LAKE ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, S89°45'32"E, A DISTANCE OF 400.60 FEET TO THE EAST LINE OF THE WEST 90 FEET OF THE EAST 1/2 OF SAID BLOCK D; THENCE ALONG SAID EAST LINE, S00°31'40"W, A DISTANCE OF 470.01 FEET TO THE SOUTH LINE OF THE NORTH 470 FEET OF THE WEST 90 FEET OF THE EAST 1/2 OF SAID BLOCK D; THENCE ALONG SAID SOUTH LINE, N89°45'32"W, A DISTANCE OF 90.00 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID BLOCK D; THENCE ALONG SAID EAST LINE, S00°31'40"W, A DISTANCE OF 174.85 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID BLOCK D; THENCE ALONG SAID NORTH LINE, S89°47'20"E, A DISTANCE OF 316.10 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID BLOCK D; THENCE ALONG SAID EAST LINE, S00°42'20"W, A DISTANCE OF 644.70 FEET TO THE SOUTH LINE OF SAID BLOCK D; THENCE ALONG SAID SOUTH LINE, N89°49'10"W, A DISTANCE OF 640.33 FEET TO THE EAST LINE OF THE WEST 302.00 FEET OF THE WEST 1/4 OF SAID BLOCK D; THENCE ALONG SAID EAST LINE, N00°10'26"E, A DISTANCE OF 314.70 FEET; THENCE DEPARTING SAID EAST LINE, N89°55'05"W, A DISTANCE OF 302.00 FEET TO THE WEST LINE OF THE SW 1/4 OF SAID SECTION 9; THENCE ALONG SAID WEST LINE, N00°10'23"E, A DISTANCE OF 976.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.134 ACRES (964215 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit “B”
City Road Impact Fee Ordinance and Fee Schedule

ARTICLE III. ROAD IMPACT FEES¹

Sec. 22-47. Short title; statutory authority; applicability of article.

- (a) This article shall be known and may be cited as the "City of Apopka Road Impact Fee Ordinance."
- (b) The planning for new and expanded roads needed to serve new growth and development that generate additional traffic and the implementation of these needs through the comprehensive planning process are the responsibility of the city under F.S. § 163.3161 et seq., F.S. ch. 166, and various special acts relating to the power of the city undertaking zoning, planning and development activities, and is in the best interest of the health, safety and welfare of the citizens of the city.

(Code 1983, § 21-85; Code 1993, § 26-71)

Sec. 22-48. Intent and purpose of article.

- (a) This article is intended to be consistent with the principles for allocating a fair share of the cost of new public facilities to new users as established by the state supreme court.
- (b) The implementation of a regulatory program that requires new development to pay a road impact fee that does not exceed a pro rata share of the reasonably anticipated expansion costs of new roads needed to serve new growth and development is the responsibility of the city in order to carry out the traffic circulation element of its comprehensive plan, as amended and adopted under F.S. § 163.3161 et seq., and is in the best interest of the health, safety and welfare of the citizens of the city.
- (c) The purpose of this article is to enable the city to allow growth and development to proceed in compliance with the adopted comprehensive plan and to regulate growth and development so as to require it to share in the burdens of growth by paying its pro rata share for the reasonably anticipated costs of needed roadway improvements.
- (d) It is not the purpose of this article to collect fees from growth and development in excess of the cost of the reasonably anticipated improvements to the road network needed to serve the new growth and development. It is specifically acknowledged that this article has approached the problem of determining the road impact fee in a conservative and reasonable manner. This article will only partially recoup the governmental expenditures associated with growth. Existing development will still be required to pay a fair share of the cost of needed improvements to the road network.
- (e) The technical data, findings, and conclusions herein are based in part on the following studies and reports:
 - (1) City of Apopka Municipal Transportation Impact Fee Update.
 - (2) City of Apopka 2025 Traffic Circulation Element Update.
 - (3) Orange County Five-Year Transportation Impact Assessment Program (2003).
 - (4) FSUTMS Transportation Planning Software.
 - (5) Institute of Transportation Engineering Trip Generation Report, 7th edition.
 - (6) Transportation Research Board's 2000 Highway Capacity Manual.

¹State law reference(s)—Impact fees, F.S. § 163.31801.

- (7) City of Apopka Socioeconomic Data Estimates and projections.

(Code 1983, § 21-86; Code 1993, § 26-72; Ord. No. 1793, § 1, 12-7-2005)

Sec. 22-49. Rules of construction.

For the purposes of administration and enforcement of this article, unless otherwise stated in this article, the following rules of construction shall apply:

- (1) In case of any difference of meaning or implication between the text of this article and any caption, illustration, summary table or illustrative table, the text shall control.
- (2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.
- (3) Words used in the present tense shall include the future, and words used in the singular number shall include the plural and the plural the singular, unless the context clearly indicates the contrary.
- (4) The word "person" includes an individual, a corporation, a partnership, an incorporated association or any other similar entity.
- (5) Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either...or," the conjunction shall be interpreted as follows:
 - a. "And" indicates that all the connected terms, conditions, provisions or events shall apply.
 - b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - c. "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
- (6) The word "includes" shall not limit a term to the specific example, but is intended to extend its meaning to all other instances or circumstances of like kind or character.
- (7) Where a road right-of-way is used to define benefit area boundaries, that portion of the road right-of-way demarcating the boundary may be considered as part of either or both benefit areas it bounds.

(Code 1983, § 21-87; Code 1993, § 26-73)

Sec. 22-50. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Access improvements means road improvements necessary to provide for safe and adequate ingress and egress and for efficient traffic operations. Access improvements include, but are not limited to, the following:

- (1) Rights-of-way and easements;
- (2) Left and right turn lanes;
- (3) Acceleration and deceleration lanes;
- (4) Traffic control devices, signage and markings; and
- (5) Drainage and utilities.

Accessory building, structure or use means a detached, subordinate building, structure or use, the use of which is clearly incidental to and serves the principal building or use of the land, and which is located on the same lot as that of the principal building or use.

Applicant means any person who applies for a building permit to proceed with land development activity.

Arterial roads is a classification of roads which primarily function to accommodate the movement of relatively large traffic volumes for relatively long distances at relatively high speeds. Land access, when provided, is subservient to the movement function. This classification includes all roads which function above the level of a collector road.

Average trip length means the average length, in miles, of trips for each major land use category as determined from the City of Apopka Municipal Transportation Impact Fee Update and adjusted to reflect the travel characteristics of the Apopka study area.

Building means any permanent structure designed or built for the support, enclosure, shelter or protection of persons, animals, chattels or property of any kind.

Building permit means any building or construction permit required under the city building code.

Capacity and *capacity per lane* mean the maximum number of vehicles for a given time period which a typical new lane use can safely and efficiently carry at a specified level of service. For the purpose of this article, the capacity of typical new lane means 7,300 vehicles per day per through lane at level of service D.

Capacity per lane mile, of a typical new lane, means, for the purposes of this article, 7,300 vehicles per day, per through lane, per mile at level service D.

Collector roads is an intermediate classification of roads which provide both land access and movement service for medium length trips at relatively moderate speeds. Collector roads connect local streets to arterial streets.

Development permit includes any building permit, zoning approval, subdivision approval, rezoning, development order, special exception or variance, or any other official action of local government having the effect of permitting the development of land.

Development site means the property under consideration for development and under single ownership at the time of application.

Diverted traffic and *passerby traffic* mean traffic that is already on the road network which is attracted by the new land development and which may be transferred from another route.

Encumbered means funds committed in a capital improvements program for a specified improvement on a specified time schedule.

Expansion means road and intersection capacity enhancements, which include, but are not limited to, extensions, widenings, intersection improvements, upgrading signalization and improving pavement conditions.

External trip means any trip which has either its origin or destination at the development site and which impacts the road network system.

Gross leasable area, for purposes of this article, means the total gross square footage, less ten percent.

Impact means the negative effect of additional vehicles on a roadway segment, i.e., the equivalent of one additional vehicle trip for one lane mile on a road produces one unit of impact measured in vehicle miles of travel.

Internal trip means any trip which has both its origin and destination within the development site.

Land development means any building, structure or other land use, including the uses associated with the building, structure or land.

Land development activity generating traffic means the carrying out of any building activity or the making of any material change in the use or appearance of any building, structure or land that attracts or produces vehicular trips over and above that produced by the existing use of the land.

Level of service C and *LOS C* mean the average daily condition which is established in this article as the minimum acceptable standard for traffic for the city. Level of service C shall have the same meaning as set forth in

the Transportation Research Board's 1985 Highway Capacity Manual, which is substantially as follows: Level of service C is the range of stable flow, but marks the beginning of the range of flow in which operations of individual users become significantly affected by interaction with others in the traffic stream. Maneuvering within the traffic stream requires substantial vigilance on the part of the user. The general level of comfort and convenience declines at this level.

Level of service D means the average daily condition which is established in this article as the minimum acceptable standard for traffic for the city. Level of service D shall have the same meaning as set forth in the Transportation Research Board's 1985 Highway Capacity Manual, which is substantially as follows: Level of service D represents high-density, but stable, flow. Speed and freedom to maneuver are severely restricted and the driver or pedestrian experiences a generally poor level of comfort and convenience. Small increases in traffic flow will generally cause operational problems at this level.

Local roads is a classification of roads which primarily function to accommodate land access for abutting property. Local roads may provide service for relatively small traffic volumes for relatively short distances at relatively low speeds. Through traffic movement, when provided, is subservient to the land access function. This classification includes all roads which function below the level of a collector road.

Major road network means the interconnecting system of roads classified as arterial and collector roads established by the city traffic circulation elements. The major road network includes:

- (1) Existing arterial and collector roads or trafficways;
- (2) Planned extensions to existing arterial and collector roads or trafficways; and
- (3) Planned new arterial and collector roads or trafficways.

Non-site-related improvements means road improvements, including rights-of-way, which are necessary to provide safe and adequate travel service for the movement of vehicular traffic, and which are in excess of or in addition to site-related improvements.

Off-site improvements means road improvements located outside of the boundaries of the development site which are necessary to provide safe and adequate travel service for vehicular traffic.

On-site improvements means road improvements located within the boundaries of the development site which are necessary to provide safe and adequate travel service for vehicular traffic.

Road impact fee, impact assessment and *fee* mean the fee required to be paid in accordance with this article.

Road improvements means a physical asset, constructed, dedicated or purchased, that is necessary to provide safe and adequate travel service for vehicular traffic. The acquisition, expansion or development of road improvements includes transportation planning, preliminary engineering, engineering design studies, land surveys, right-of-way acquisition, engineering, permitting and construction of all the necessary features for any road construction project, including, but not limited to:

- (1) Construction of the through lanes;
- (2) Construction of turn lanes;
- (3) Construction of bridges;
- (4) Construction of drainage facilities in conjunction with roadway construction;
- (5) Purchase and installation of traffic signalization, signage and markings;
- (6) Construction of curbs, medians and shoulders; and
- (7) Relocating utilities to accommodate roadway construction.

Road network means the interconnecting system of streets, roads, highways and other public ways open to vehicular travel by the public generally and dedicated to the public use. The term "road network" includes existing public roads, planned extensions to existing public roads, and planned new roads.

Site-related improvements means road improvements, including rights-of-way, which are necessary to provide safe and adequate travel service for the movement of vehicular traffic between the traffic-generating land uses within the development, between the development and the major road network and access improvements. Site-related improvements may include on-site or off-site improvements to the road network. The road impact fee formula contained in section 22-55 is not intended to assess an amount that constitutes an approximation of the costs to construct site-related road improvements, therefore, an assessment for or the construction of site-related road improvements shall be considered as an addition to the assessment calculated pursuant to the terms of this article.

Specialty retail center means small shopping centers developed around entertainment shops specializing in quality apparel or hard goods merchandised as a theatrical presentation and restaurants with theme or ethnic entertainment and food. A specialty retail center is made up of stores that have food or merchandise unique enough to attract customers because it cannot be found at conventional shopping centers. A specialty retail center is usually marketed toward tourists and workers, rather than households. A specialty retail center is typically anchorless, because customers are attracted by the unusual merchandise mix of the shops and the entertainment atmosphere.

Square feet, as referred to in the road impact fee schedule, means total gross leasable square footage.

Structure means anything constructed, erected or placed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

Traffic-generating land uses and *traffic-generating development* mean any building, structure or other use of the land that increases the generation of vehicular trips over and above that generated by the previous use.

Trafficways is a classification of roads, related to planning and design criteria, which primarily function to facilitate the through movement of traffic rather than providing direct access to abutting properties.

Trip means a one-way movement of vehicular travel from an origin (one trip end) to a destination (the other trip end). For the purposes of this article, the term "trip" shall have the meaning which it has in commonly accepted traffic engineering practice and which is substantially the same as that definition in the previous sentence.

Trip generation means the attraction or production of trips caused by the use or activity associated with a given type or classification of land development.

Trip rate and *trip generation rate* mean the average number of vehicle trip ends (one-way trips) which can be attributed to a specific type of land use activity, per unit of development, per day, as documented in the current ITE Trip Generation Report.

Unit of development means the standard incremental measure of land development activity for a specific type of land use upon which the trip generation rate is based.

Vehicle miles of travel means the product of the average trip length times the number of trips generated by a specific type of land use activity or its equivalent.

(Code 1983, § 21-88; Code 1993, § 26-74; Ord. No. 1793, § 1, 12-7-2005)

Sec. 22-51. Penalty for violation of article; additional remedies.

Violations of this article shall constitute a violation enforceable in accordance with section 1-14, or, in the alternative, by an injunction or other legal or equitable relief in the circuit court against any person violating this article, or in an appropriate case by both criminal and civil injunctive relief.

(Code 1983, § 21-99.5; Code 1993, § 26-75)

Sec. 22-52. Issuance of building permits.

- (a) Any person who applies for the issuance of a building permit for land development activity which will generate additional traffic shall be required to pay a road impact fee in the manner and amount set forth in this article.
- (b) Except as provided elsewhere in this article, no building permit for any land development activity generating traffic requiring payment of a road impact fee pursuant to this article shall be issued unless and until the road impact fee required by this article has been paid.
- (c) Except as provided elsewhere in this article, no person shall carry out any land development activity generating traffic unless and until the road impact fee required by this article has been paid and a building permit has been issued.

(Code 1983, § 21-89; Code 1993, § 26-76)

Sec. 22-53. Determination.

The road impact fee for any land development activity generating traffic shall be determined either by using the fee rate schedule set forth in section 22-54 or by using the independent method of calculation set forth in section 22-55.

(Code 1983, § 21-90; Code 1993, § 26-77)

Sec. 22-54. Rate schedule.

- (a) Any person may determine the road impact fee by using the fee rate schedule which is on file in the community development department. The fee rate schedule is presented for the convenience of the public and may be used in lieu of the independent method of calculation set forth in section 22-55. The fee rates have been calculated using the method of calculation presented in section 22-55, using recognized and accepted trip generation rates based upon acceptable national averages. For the convenience of the public, the fee rates which are based on trip generation have been converted to dollar amounts per unit of development, i.e., per dwelling unit, per 1,000 square feet, per room, etc., depending upon the type or classification of land development.
 - (1) The road impact fee rate schedule shall be as provided in exhibit A which is on file in the community development department.
 - (2) The total road impact fee assessment for a specified type of land development activity generating traffic for which an application for a building permit has been made is calculated by multiplying the net impact fee rate for the specified type of land development activity by the number of units of development of the specified type of development activity.
 - (3) When a land development activity for which an application for a building permit has been made includes two or more buildings, structures or other land uses in any combination, including two or more uses within a building or structure, the total road impact fee assessment shall be the sum of the products, as calculated pursuant to subsection (a)(2) of this section, for each and every use within a building or structure, unless otherwise provided for in this article.
 - (4) In the case of a change of use, redevelopment or modification of an existing building, structure or other land development activity which requires the issuance of a building permit, the impact fee shall be based upon the net increase in the impact fee for the new or proposed land development activity as compared to the existing or last previous land use or activity.

- (5) If an applicant for a building permit contends that the land use for which the building permit is proposed is not within the categories set out in this section or fits within a different category, then the city planner or his designee shall make a determination as to the appropriate land use designation. Such determination may be appealed to the city council.
- (b) Impact fees will continue to increase at an annual rate, which is on file in the community development department, until a future analysis has been completed.
- (Code 1983, § 21-91; Code 1993, § 26-78; Ord. No. 1793, § 1, 12-7-2005)

Sec. 22-55. Independent fee calculation.

- (a) *Generally.*
- (1) If an applicant believes that the cost of non-site-related improvements to the road network needed to serve his proposed development is less than the fee established in section 22-55, the applicant may submit an independent fee calculation to the city engineer or his designee pursuant to the provisions of this section. If the city engineer or his designee finds that the data, information and assumptions used by the applicant to calculate the independent impact fee satisfy the requirements of this section, the independent impact fee shall be deemed the impact fee due and owing for the proposed development.
- (2) Notwithstanding anything to the contrary herein, the city reserves the right to conduct an independent impact fee study pursuant to the requirements of this section and to calculate impact fees based on such study.

- (b) *Formulas.* The independent impact fee shall be calculated by use of the following formulas:

- (1) *Calculation of new miles of travel.*

$$\text{NMT} = (\text{TGR})(\text{ATL})(\text{NTF})$$

Where:

NMT = New miles of travel for a specific land use.

TGR = Trip generation rate in average daily trip ends generated per unit of development.

ATL = Average trip length.

NTF = New travel factor. This represents the percentage of traffic or vehicle miles of travel, expressed as a decimal, that constitutes new or additional vehicle traffic added to the road network. This factor is used to adjust the new miles of travel for passerby or diverted trips already on the road network.

- (2) *Calculation of new lane miles of travel.*

$$\text{NLM} = (\text{NMT})/((2)(\text{CAP}))$$

Where:

NLM = New lane miles of travel for a specific land use.

NMT = New miles of travel.

2 = A constant that assigns one-half of the new lane miles of travel to the land development at the other end of the trip.

CAP = Typical new capacity per lane mile expressed in vehicles per day. The typical new capacities reflect an adjustment for capacity at level of service D.

- (3) *Calculation of the base impact fee rate.*

$$\text{BFR} = (\text{NLM})(\$CC)$$

Where:

BFR = Base impact fee rate for a specific land use.

NLM = New lane miles of travel.

\$CC = Typical construction cost, including right-of-way, for one lane mile of an at-grade roadway.

(4) *Calculation of revenue credit rate.*

$$\text{RCR} = \text{TL}$$

Where:

RCR = Revenue credit rate for motor fuel and license fee tax payments for a specific land use.

This rate is fixed per annual adjustment by the city council.

TL = Applicable credits. This represents the present value of the portion of motor fuel and license fee tax payments that fund road improvements.

(5) *Calculation of net impact fee rate.*

$$\text{NFR} = \text{BFR} - \text{RCR}$$

Where:

NFR = Net impact fee rate for a specific land use.

BFR = Base impact fee rate for a specific land use.

RCR = Revenue credit rate.

- (c) *Use of alternate data, information and assumptions.* The independent impact fee calculations shall be based on data, information or assumptions contained in this article or independent sources, provided that:
- (1) The independent source is an accepted standard source of transportation engineering or planning data; or
 - (2) The independent source is based on actual studies or surveys conducted in the Apopka urban area or, with the specific approval of the city planner or his designee, in other urban areas, and carried out by a qualified transportation planner or engineer pursuant to an accepted methodology of transportation planning or engineering.
- (d) *Calculation of total fee.* The total road impact fee assessment for a specified type of land development activity generating traffic for which an application for a building permit has been made is calculated by multiplying the net impact fee rate for the specified type of land development activity by the number of units of development of the specified type of development activity.
- (e) *Multiple uses.* When a land development activity for which an application for a building permit has been made includes two or more buildings, structures or other land uses in any combination, including two or more uses within a building or structure, the total road impact fee assessment shall be the sum of the products, as calculated pursuant to subsection (d) of this section, for each and every building, structure or other use, including each and every use within a building or structure, unless otherwise provided for in this article.
- (f) *Modification of existing development.* In the case of a change of use, redevelopment or modification of an existing building, structure or other land development activity which requires the issuance of a building permit, the impact fee shall be based upon the net increase in the impact fee for the new or proposed land development activity as compared to the existing or last previous land use or activity.
- (g) *Appeals.* A determination by the city engineer or his designee that the independent calculation does not satisfy the requirements of this section may be appealed to the city council.

(Code 1983, § 21-92; Code 1993, § 26-79; Ord. No. 821, § 1, 4-6-1994)

Sec. 22-56. Presumption of maximum impact.

Development is presumed to have the maximum impact on the road network. The proposed development activity for which an application for a building permit has been filed shall be presumed by the city engineer or his designee to generate the maximum number of average daily vehicle trips, vehicle miles of travel and lane miles of travel.

(Code 1983, § 21-93; Code 1993, § 26-80)

Sec. 22-57. Credits.

- (a) An applicant shall be entitled to a credit against the road impact fee required pursuant to this article in an amount equal to:
 - (1) The cost of non-site-related improvements to the road network, including on-site and site-adjacent arterial roads and major collectors to the extent such improvements are not attributable to traffic generated by the development;
 - (2) The contribution of land, money or services for non-site-related improvements to the road network, including on-site and adjacent arterial roads and major collectors to the extent such improvements are not attributable to traffic generated by the development; or
 - (3) Non-site-related roadway improvements previously contributed, paid for or committed to by the applicant or his predecessor in interest as a condition of any development permit issued by the city, including on-site and adjacent arterial roads and major collectors to the extent such improvements are not attributable to traffic generated by the development.
 - a. No credit shall be granted pursuant to this subsection unless the cost of the improvements was paid for and the contributions made within the last three years.
 - b. Any petition for the issuance of credits pursuant to this subsection must be filed with the city planner within one year of the effective date of the ordinance from which this article is derived.
- (b) The credits shall be based on criteria including, but not limited to, the following:
 - (1) The actual cost or estimated cost of improvements based on recent bid sheet information of the city or the county.
 - (2) A pro rata share of the appraised land value of the parent parcel as determined by the Member Appraisal Institute (MAI) appraiser selected and paid for by the applicant. If the city planner or his designee disagrees with the appraised value, he may engage, at the city's expense, another appraiser, and the value shall be an amount equal to the average of the two appraisals.
 - (3) An offset as follows: any credit issued shall take into account as an offset to the credit an amount equal to the impact fee imposed by section 22-55 multiplied by the number of units of development permitted to date as if this article had been in effect at the time of issuance of the permits.
 - (4) The marginal cost of the required improvement, taking into consideration the difference between the cost of the required improvement and the cost of the needed site-related improvement that would have been required in any case.
- (c) Previous development permits wherein voluntary road impact fees were specified and paid shall be binding as to any building permit already issued on land subject to the development permit. Road improvements required by previous development permits shall not be given a credit unless they meet the requirements of subsections (a) and (b) of this section.

- (d) Any credit issued pursuant to this section may be transferred by the holder of the credits to any successor in interest of land.
- (e) Any agreement for the issuance of credits against any road impact fee assessed pursuant to this article shall be included in an impact agreement as set forth in this section.
- (f) Any petition for the issuance of credits against any road impact fee assessed pursuant to this article must contain:
 - (1) A notarized sworn statement that the petitioner is the current owner of the property;
 - (2) A copy of the binding agreements for the issuance of such credits;
 - (3) A certified copy of the latest recorded deed; and
 - (4) Such other information which may be reasonably necessary to ascertain current ownership of the property and the current status of the agreements for credits.

(Code 1983, § 21-94; Code 1993, § 26-81)

Sec. 22-58. Vested rights.

- (a) A developer or successor in interest of land who has filed an application for a building permit as of the effective date of the ordinance from which this article is derived shall be exempted from the provisions of this article based on the following criteria:
 - (1) The property is properly zoned for the development proposed and the development is consistent with the adopted comprehensive plan of the city, as amended.
 - (2) The application for a building permit is complete, with all required plans submitted and fees paid.
- (b) The city shall not permit the extension of a building permit beyond the initial time period for activation without the applicant complying with the provisions of this article.
- (c) If a previously approved development order or other binding agreement contained conditions regarding traffic impacts, road impact fees and their designated uses or off-site transportation improvements, the developer or his successor may request a modification of such prior approvals in order to bring the approval conditions into consistency with this article. Any such modification of prior approvals and amendments to development orders so accomplished shall not be deemed a substantial deviation under F.S. ch. 380.
- (d) If a previously approved development order or other binding agreement provides for the mitigation of the traffic impacts of the development, and if the city engineer or his designee determines that such traffic impact mitigation measures are substantially consistent with the requirements of this article, then the road impact fee payable for such development under this article shall be revised accordingly to reflect the presumed traffic impact of the development. There shall be a presumption that the traffic impact mitigation provisions of any development order approved more than three years prior to the adoption of the ordinance from which this article is derived are not substantially consistent with the requirements of this article. This subsection shall not apply where a development order previously approved provides that, at such time as the city adopts a transportation impact fee ordinance, thereafter the provisions and terms of the adopted impact fee ordinance will apply to the development project.

(Code 1983, § 21-95; Code 1993, § 26-82)

Sec. 22-59. Limited access or grade-separated road improvements.

The road impact fee formula contained in this article is designed to calculate costs inherent in the construction of at-grade roadway improvements, and is not intended to assess an amount that constitutes an approximation of the cost to construct limited access or grade-separated road improvements. Therefore, if an

assessment for limited access or grade-separated road improvements is required, then, to the extent permitted by law, such assessment shall be considered as an addition to the assessment calculated pursuant to the terms of this article.

- (1) The provisions of this section shall only apply where the city council has established a limited access or grade-separated road improvement assessment area designed to assess the properties within such assessment area an amount equal to the pro rata share of the cost of such improvements based on the units of development to occur within the assessment area.
- (2) The assessment for required limited access or grade-separated road improvements calculated pursuant to the terms of this section shall be adjusted to ensure that the development's impacts on the road network are not counted twice.

(Code 1983, § 21-96; Code 1993, § 26-83)

Sec. 22-60. Site-related road improvements.

The road impact fee formula contained in this article is designed to calculate the costs inherent in the construction of non-site-related improvements to the road network, and is not intended to assess an amount that constitutes an approximation of the costs to construct site-related roadway improvements. Therefore, if an assessment for or the construction of site-related roadway improvements is required as a condition of development approval, then, to the extent permitted by law, such assessment or construction requirements shall be considered as an addition to the assessment calculated pursuant to the terms of this article.

(Code 1983, § 21-97; Code 1993, § 26-84)

Sec. 22-61. Exemptions.

The following shall be exempted from payment of the road impact fee:

- (1) All land development activities which have received a building permit prior to the effective date of the ordinance from which this article is derived, except as provided for in other sections of this article.
- (2) Alteration or expansion of an existing dwelling unit where no additional units are created or the use is not changed.
- (3) The construction of accessory buildings or structures to the extent that there is no increase in trip generation and which will not increase the external trip generation of the principal building, structure or use.
- (4) The replacement of a destroyed or partially destroyed building, structure or use with a new building or structure of like size, capacity and use to the extent that there is no increase in trip generation.
- (5) City-owned and city-operated buildings, structures or uses used solely for general governmental purposes.
- (6) The initial interior finishing and alteration of a building for which a building permit was issued prior to the effective date of the ordinance from which this article is derived for the construction of the foundation, floors, exterior walls, roof and weatherization, but leaving the interior unfinished, to the extent that the size, capacity or use of the building is not changed from that indicated in the originally approved plans.

(Code 1983, § 21-98; Code 1993, § 26-85)

Sec. 22-62. Trust fund.

- (a) The impact fees collected by the city pursuant to this article shall be accounted for separately from other revenue of the city.
- (b) Funds withdrawn from this account must be used solely in accordance with the provisions of this article. The disbursal of such funds shall require the approval of the city council, upon recommendation of the mayor.

(Code 1983, § 21-99; Code 1993, § 26-86)

Sec. 22-63. Collection.

- (a) Except as provided for in sections 22-57 and 22-61, the road impact fee assessment shall be due and payable at the time of issuance of the building permit for the land development activity generating traffic.
- (b) The road impact fee shall be collected by the finance director or his designee.

(Code 1983, § 21-99.1; Code 1993, § 26-87)

Sec. 22-64. Use of funds.

- (a) The funds collected by reason of establishment of the road impact fee in accordance with this article shall be used solely for the purpose of planning, acquisition, expansion and development of non-site-related improvements to the road network determined to be needed to serve new development, including, but not limited to:
 - (1) Corridor studies, environmental assessments, capital facility fee studies, and comprehensive plan element studies;
 - (2) Engineering, design and construction plan preparation;
 - (3) Right-of-way acquisition;
 - (4) Construction of new through lanes;
 - (5) Construction of new turn lanes;
 - (6) Construction of new bridges;
 - (7) Construction of new drainage facilities in conjunction with new roadway construction or roadway drainage problems created by new growth;
 - (8) Purchase and installation of traffic signalization; and
 - (9) Construction of new curbs, medians, shoulders and sidewalks.
- (b) All funds shall be used exclusively within the Apopka urban area, as established in Ordinance Number 330, from which they were collected, and in a manner consistent with the principles set forth in state case and statutes law, and otherwise consistent with all requirements of the Constitution of the United States and the state constitution and all applicable laws. Such funds shall not be used to maintain or repair any roads.
- (c) Any funds on deposit not immediately necessary for expenditure shall be invested in interest-bearing accounts. All income derived shall be deposited in the applicable trust account.
- (d) The city shall be entitled to retain an amount not to exceed five percent of all impact fee funds it collects to offset the actual administrative costs associated with the collection of the funds and administering this article.

(Code 1983, § 21-99.2; Code 1993, § 26-88)

Sec. 22-65. Refunds.

If it is determined by the city that fee assessments collected pursuant to this article have not been spent or encumbered or expended by the end of the calendar quarter immediately following ten years from the date the fee was received, or if the development for which the fees were paid was never begun, then such funds shall be eligible for refund to the then-present owner in accordance with the following procedures:

- (1) The then-present owner must petition the city council for the refund within one year following the end of the calendar quarter immediately following nine years from the date on which the fee was received by the city.
- (2) The petition must be submitted to the mayor and must contain:
 - a. A notarized sworn statement that the petitioner is the current owner of the property;
 - b. A copy of the dated receipt issued for payment of the fee;
 - c. A certified copy of the latest recorded deed;
 - d. A copy of the most recent ad valorem tax bill; and
 - e. Such other information which may be reasonably necessary to ascertain current ownership of the property.
- (3) Within 60 days from the date of receipt of a petition for refund, the mayor or his designee shall advise the petitioner and the city council of the status of the fee requested for refund. For the purpose of determining whether fees have been spent or encumbered, the first money placed in a trust fund account shall be deemed to be the first money taken out of that account when withdrawals have been made.
- (4) When the money requested is still in the trust fund account and has not been spent or encumbered by the end of the calendar quarter immediately following ten years from the date the fees were paid, the money shall be returned.

(Code 1983, § 21-99.3; Code 1993, § 26-89)

Sec. 22-66. Review of article.

This article shall be reviewed by the city council annually or as deemed necessary. The review shall include trip generation rates, trip lengths, construction and right-of-way acquisition costs, ordinance provisions, impact fee rates and other applicable items. The purpose of this review is to analyze the effects of inflation on the actual costs of roadway improvements, to review and revise, if necessary, the transportation improvement program, and to ensure that the fee charged new land development activity generating traffic will not exceed its pro rata share for the reasonably anticipated expansion costs of road improvements necessitated solely by its presence. Failure of the city to undertake such a review shall result in the continued use and application of the existing fee schedule and other data.

(Code 1983, § 21-99.4; Code 1993, § 26-90)

CITY SIGNATURE PAGE TO
TRANSPORTATION IMPACT FEE AGREEMENT

Secs. 22-67—22-90. Reserved.

CITY OF APOPKA IMPACT FEE INFORMATION GUIDE – 2021

CITY LIMITS

TRANSPORTATION IMPACT FEES

Residential:

Single-Family Residential	\$3,101.00/unit
Condominium/Townhouses	\$1,899.00/unit
Planned Unit Development	\$2,430.00/unit
Apartment	\$2,178.00/unit
Senior Adult Housing - Detached	\$1,202.00/unit
Mobile Home	\$1,617.00/unit
Hotel/Motel	\$3,212.00/unit

Office:

Office <75,000 SF	\$4,995.00/1000 SF
Office >75,000 SF	\$3,090.00/1000 SF

Retail:

Retail <50,000 SF	\$12,889.00/1000 SF
Retail 50,000 - 99,999 SF	\$10,148.00/1000 SF
Retail 100,000 - 199,999 SF	\$10,686.00/1000 SF
Retail >200,000 SF	\$ 8,156.00/1000 SF

Miscellaneous:

New Car Sales	\$ 4,964.00/1000 SF
Pharmacy/Drugstore	\$13,766.00/1000 SF
Drive-in Bank	\$20,225.00/1000 SF
Convenience Market w/Gas Pumps	\$16,819.00/Fueling Position
Golf Course	\$ 1,642.00/Acre
Church	\$ 2,969.00/1000 SF
Quality Restaurant	\$11,215.00/1000 SF
High Turnover (sit-down) Restaurant	\$15,436.00/1000 SF
Fast Food Restaurant w/Drive-Through	\$24,423.00/1000 SF
Day Care Center	\$ 6,045.00/1000 SF
Hospital	\$ 5,584.00/1000 SF
Industrial Park	\$ 2,633.00/1000 SF
Manufacturing	\$ 1,445.00/1000 SF
Warehousing	\$ 1,877.00/1000 SF
Mini-Warehouse	\$ 946.00/1000 SF

Exhibit "C"
Preliminary Budget & Estimated Impact Fee Credits

Primary Funding Sources (Sources)	Fee Contribution	
Arrowrock Transportation Impact Fees (Industrial Park basis 260,084 SF)	\$ 684,801	
Less 10% Invoice Reduction	\$ (68,480)	
City of Apopka Contribution to Primary Funding Sources	\$ -	
Primary Funding (Sources) Total	\$ 616,321	Actual Impact Fee Sum Paid to City by Developer

Preliminary Reimbursable Budget for Eligible Improvements(Uses)

	Reimbursable Cost	Comments/Qualifications
Legal		
Developer Counsel	\$ 5,000	Budget for Hourly Services
Environmental Due Diligence/Surveying		
Geotechnical Investigation/Stormwater Recovery Analysis	\$ -	Not Included
Phase I Environmental Assessment	\$ -	Not Included
Phase II Environmental Assessment	\$ -	Not Included
Preliminary Environmental Planning Assessment (Identify or Disqualify Wetlands/Habitat/Cultural Resources Impacts)	\$ -	Not Included
Civil Design/Engineering		
Topo survey & Utility Locates	\$ 12,500	Exemption
Road Improvement Plans	\$ 100,000	
Engineering Related Reimbursable Expenses Allowance	\$ 1,500	Travel, printing, etc.
Permits		
City of Apopka Permit	\$ -	No permit fee anticipated
SJRWMD Environmental Resource Permit	\$ 500	ERP Exemption Request Application Fee Only
FDEP 404 Permit (Wetland Impacts Not Anticipated)	\$ -	No 404 Permit assumed
Construction		
Road Improvement Construction (Includes Contractor Liability & Builder's Risk Insurance)	\$ 265,660	Based on Exhibit E Assumptions
ROW Utility Modification/Relocation Allowance	\$ 50,000	
Geotechnical/Materials Testing Allowance	\$ 15,000	Preliminary Budget Pending Final Design
Development/Construction Management Fee (5%)	\$ 22,508	Billed progressively at 3% of monthly pay requests
Developer Reimbursable Expenses Allowance	\$ 2,500	Travel expenses for AHJ Meetings/Approvals etc.
Project Contingency	\$ 141,153	
Preliminary Budget (Uses) Total	\$ 616,321	

Preliminary Impact Fee Credit Estimate (Based on Above Preliminary Budget + Value of Developer Land Contribution)

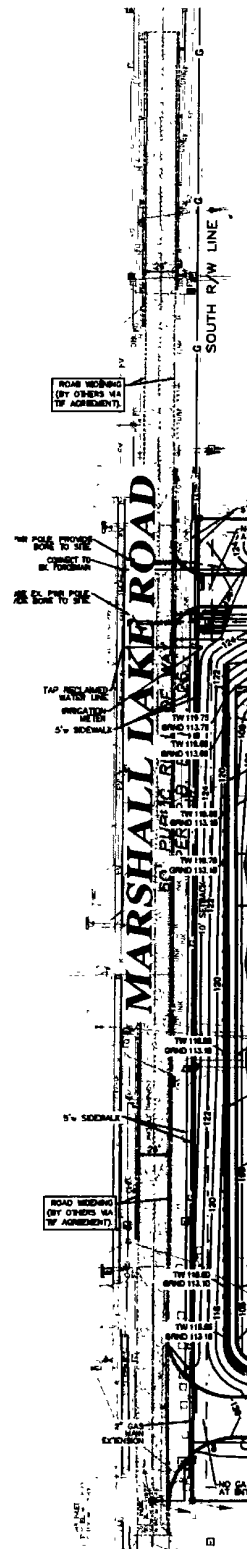
Credit Description	Unit (If Applicable)	Total Credits
ArrowRock Land/ROW Contributions (0 SF)	N/A	\$ -
Impact Fee Funded Road Improvements+Assoc Soft Costs (See Above Preliminary Budget)		\$ 475,168
Estimated Total of Recoverable Impact Fee Credits		\$ 475,168

Exhibit “D”
Conceptual Plans and Outline Specification for Eligible Improvements

**Outline Specification for Connector Road
Improvements**

Widening for existing sections of Marshall Lake Road as depicted in the project’s proposed
Major Development Plan:

- Existing Road will be widened to achieve consistent 22’ width, with an incremental 2’ wide shoulder on each side
- Existing road/pavement is to receive milling and a 2” asphalt overlay
- New 2’ shoulders are to be built with a high density asphalt pavement section with the following profile:
 - 8” crushed concrete course
 - 2” asphalt surface course
- Curb & gutter is not assumed for the fully improved road, to allow for sheet draining to ROW greenspace
- Fine grading and sod to be provided 4’ beyond both sides of improved road



FIRST AMENDMENT TO
TRANSPORTATION IMPACT FEE AGREEMENT

THIS FIRST AMENDMENT TO TRANSPORTATION IMPACT FEE AGREEMENT (the “Amendment”) is entered into between the **CITY OF APOPKA**, a Florida Municipal Corporation, whose address is 120 East Main Street, Apopka, Florida 32703 (the “CITY”), and **ARROWROCK IV APOPKA 451, LLC**, a Delaware Limited Liability Company, whose address is 135 N. Meramec Avenue, Suite 600, St. Louis, MO 63105 (the “Developer”).

RECITALS

WHEREAS, City and Arrowrock Income and Growth Fund III, LP, entered into a Transportation Impact Fee Agreement on or about September 13, 2022 (the “Agreement”) to resurface and widen the lanes of Marshall Lake Road in order to provide additional capacity as well as safety improvements; and

WHEREAS, per the terms of the Agreement, Arrowrock Income & Growth Fund III, LP assigned the Agreement to Developer on [REDACTED]; and

WHEREAS, per the terms of the Agreement, the Marshall Lake Road improvements will be funded using transportation impact fees generated by the project in accordance with the Preliminary Budget set forth in Exhibit “C” to the Agreement; and

WHEREAS, per Section of the Agreement, the parties agreed that “...the Preliminary Budget is based on limited information for existing physical site conditions, preliminary engineering, and limited understanding of all approval criteria determined through permit approval processes and inspection from authorities having jurisdiction.”; and

WHEREAS, since the execution of the Agreement the City discovered that existing water line on the south side of the road was installed improperly within the road right-of-way and the best remedy is to relocate the water line in conjunction with the planned Marshall Lake Road improvements; and

WHEREAS, the relocation of the water line, which was not anticipated in the Preliminary Budget, will raise the budget to \$699,247.00; and

WHEREAS, the City’s plan to relocate the water line requires an amendment to Exhibit “C” of the Agreement; and

WHEREAS, Exhibit “C” as updated, amended, and attached hereto, accounts for the necessary raise in budget to \$699,247.00 and includes a 15% contingency fee in the amount of \$91,206.00 per the terms of the Agreement; and

WHEREAS, the budget increase requires a funding contribution on behalf of the City in the amount of \$82,926.00 above the \$616,321.00 collected via impact fees; and

WHEREAS, the City and Developer desire to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the above premises and the mutual covenants and agreements contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** Each and all of the foregoing Recitals are declared to be true and correct and are incorporated herein by this reference.
2. **Amendment to Exhibit “C” of the Agreement.** The original Exhibit “C” of the Agreement is hereby deleted in its entirety and replaced with the revised and updated version of the document attached hereto as Attachment “A,” which is entitled ‘Exhibit “C” - Budget & Impact Fee Credit Estimate (Includes Option to Lower Water Line Along Marshall Lake Road).’
3. **Balance of Agreement Unchanged.** All terms, provisions and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
4. **Effective Date and Recording.** This Amendment shall become effective on the date of execution by both parties. This Amendment shall be promptly recorded by the City after its execution, at its expense, in the Public Records of Orange County, Florida.

[Remainder of page intentionally left blank; signature pages follow.]

CITY OF APOPKA

By: _____
Bryan Nelson, Mayor

ATTEST:

Susan Bone, City Clerk

Approved as to Form:

City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Bryan Nelson, as Mayor of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida. 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 continue on following page.]

Witnesses:

Arrowrock IV Apopka 451, LLC, a Delaware limited liability company,

(Witness #1)

Printed

Name: _____

By: Arrowrock US Industrial Fund IV Pooling Holdco, LLC, a Delaware limited liability company, its sole member

By: Arrowrock US Industrial Fund IV Holdco, LLC, a Delaware limited liability company, a member

By: Arrowrock US Industrial Fund IV, LP, a Delaware limited partnership, its sole member

(Witness #2)

Printed

Name: _____

By: Arrowrock US Industrial Fund IV GP, LLC, a Delaware limited liability company, its general partner

By: Summit Realty Ventures, LLC, a Missouri limited liability company, its sole member

By: _____

Name: _____

Title: _____

By: Arrowrock US Industrial Fund IV Sidecar, LP, a Delaware limited partnership, a member

By: Arrowrock US Industrial Fund IV GP, LLC, a Delaware limited liability company, its general partner

By: Summit Realty Ventures, LLC, a Missouri limited liability company, its sole member

By: _____

Name: _____

Title: _____

[Acknowledgments continue on following page.]

STATE OF MISSOURI
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the _____ of Summit Realty Ventures, LLC, a Missouri limited liability company and that, as such, he is duly authorized to execute and deliver this instrument on behalf of: Arrowrock US Industrial Fund IV GP, LLC, a Delaware limited liability company; Arrowrock US Industrial Fund IV Sidecar, LP, a Delaware limited partnership; Arrowrock US Industrial Fund IV LP, a Delaware limited partnership; Arrowrock US Industrial Fund IV Holdco, LLC, a Delaware limited liability company; Arrowrock US Industrial Fund IV Pooling Holdco, LLC, a Delaware limited liability company; and Arrowrock IV Apopka 451, LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability companies and said limited partnerships by authority of their respective members and partners, and said _____ acknowledged said instrument to be the free act and deed of said limited liability companies and said limited partnerships. He is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.



Notary Public: _____

Printed/ Typed _____
Name:

Commission _____
Expires:

Exhibit "C"

Budget & Impact Fee Credit Estimate (Includes Option to Lower Water Line Along Marshall Lake Road)

Primary Funding Sources (Sources)

	Fee Contribution	
Arrowrock Transportation Impact Fees Paid	\$ 616,096	
City of Apopka Contribution to Primary Funding Sources	\$ 83,151	
		Total Sum of Impact Fees Paid by Developer and Supplemental Contingency Funding from City of Apopka
Primary Funding (Sources) Total	\$ 699,247	

Reimbursable Budget for Eligible Improvements(Uses)

Legal

	Reimbursable Cost	Comments/Qualifications
Developer Counsel	\$ 5,000	Budget for Hourly Services (Not Likely); only if interpretations or amendments are needed for reasons driven by City requirements not provided for in the original impact fee credit agreement

Environmental Due Diligence/Surveying

Geotechnical Investigation/Stormwater Recovery Analysis	\$ 2,500	Existing Pavement Coring & Investigation
Phase I Environmental Assessment	\$ -	Not Included
Phase II Environmental Assessment	\$ -	Not Included
Preliminary Environmental Planning Assessment (Identify or Disqualify Wetlands/Habitat/Cultural Resources Impacts)	\$ -	Not Included

Civil Design/Engineering

Topo survey & Utility Locates	\$ 2,160	Required for Civil Design Design to support City of Apopka Review, SJRWMD
Road Improvement Plans	\$ 35,000	Exemption
Water Main Relocation Plans	\$ 10,000	Design to support City of Apopka Review
Engineering Related Reimbursable Expenses Allowance	\$ 1,500	Travel, printing, etc.

Permits

City of Apopka Permit	\$ -	No permit fee assumed
SJRWMD Environmental Resource Permit	\$ 500	ERP Exemption Request Application Fee Only
FDEP 404 Permit (Wetland Impacts Not Anticipated)	\$ -	No 404 Permit assumed

Construction

Road Improvement Construction (Includes Contractor Liability & Builder's Risk insurance)	\$ 388,988	Based on Revised Exhibit E Assumptions Budget to lowering water line along Marshall Lake Rd. No provisions for additional utility conflicts as may be discovered in the field TBD
ROW Utility Modification/Relocation Allowance	\$ 126,057	
3rd Party Testing/QC Inspection Allowance	\$ 5,000	Budget
Development/Construction Management Fee (5%)	\$ 28,835	Billed progressively at 3% of monthly pay requests
Developer Reimbursable Expenses Allowance	\$ 2,500	Travel expenses for AHJ Meetings/Approvals etc.

Project Contingency Covered by Developer's Paid Transp. Impact Fees	\$ 91,206
---	-----------

Final Budget (Uses) Total \$ 699,247

Revised Impact Fee Credit Estimate (Based on Above Budget + Value of Developer Land Contribution)

Credit Description	Unit (If Applicable)	Total Credits
ArrowRock Land/ROW Contributions (0 SF)	N/A	\$ -
Impact Fee Funded Road Improvement Construction + Assoc. Soft Costs (See Above Budget)		\$ 608,041
Estimated Total of Recoverable Impact Fee Credits		\$ 608,041



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 5.

Meeting Date: February 7, 2024

Department: Parks and Recreation

SUBJECT:

Youth Sports Partner Program Agreement - Apopka Little League Inc.

REQUEST:

Authorize Mayor to execute Youth Sports Partner Program Agreement with Apopka Little League Inc.

SUMMARY:

The Apopka Parks and Recreation Department utilizes the following methodology when considering potential recreational agreements:

- Field Rental Agreements – Agreements established by individual renters or groups looking for multiple fields, seasons of play, and days/times. Rental rates will apply and agreements will be based off of field/facility availability.
- Partner Programmers – Agreements in which the City is interested in partnering with specific programmers or providers to provide group lessons or instruction. These agreements will apply an 80/20 revenue split between the City and the programmer.
- Partner Programs – Agreements with athletics/sports organizations to organize and run affordable low entry barrier sport leagues in athletics/sports which the City does not run with City staff. These agreements are most often with non-profit organizations that are part of a larger national sanctioning body (such as Little League) and may have a mix of field rental rates and revenue splits.

The Apopka Little League organization is a completely volunteer-led organization and has been a long-standing partner with the City of Apopka, dating back to the start of the league in 1965. Throughout this long history, the league has provided thousands of Apopka's youth with an opportunity to build character and learn teamwork and sportsmanship through the game of baseball and softball. Apopka Little League offers both spring and fall seasons, with numbers continuing to grow over the past three years.

2021

Spring = 348 participants on 29 teams

Fall = 434 participants on 31 teams

2022

Spring = 495 participants on 33 teams

Fall = 480 participants on 30 teams

2023

Spring = 525 participants on 35 teams

Fall = 476 participants on 34 teams

In addition to their spring and fall leagues, Apopka Little League often volunteers to host post-season tournaments in the summer at the Northwest Recreation Complex, bringing families from all over the central Florida area and state of Florida to our amazing sports complex.

The partnership with Apopka Little League provides a high quality youth baseball and softball program for the community at a low cost, and allows the Apopka Parks and Recreation Department to dedicate staff and resources to providing other youth athletic programming to the community, such as soccer and flag football. Staff support continuing the successful partnership with Apopka Little League under the new agreement attached to this staff report.

FUNDING SOURCE:

n/a

RECOMMENDED MOTION:

Staff recommend authorization for the Mayor to execute the Youth Sports Partner Program Agreement with Apopka Little League Inc.

ATTACHMENTS:

1. Apopka Little League Contract (2024-2028) SIGNED by LL

**YOUTH SPORTS PARTNER PROGRAM AGREEMENT
BETWEEN THE CITY OF APOPKA, FLORIDA
AND
APOPKA LITTLE LEAGUE INC.**

THIS AGREEMENT ("Agreement") is entered into this 7th day of February 2024, between the CITY OF APOPKA, a municipal corporation of the State of Florida ("City"), and APOPKA LITTLE LEAGUE, INC., a Florida not-for-profit corporation, ("Provider"). That for and in consideration of the covenants of the parties hereafter set forth and for other good and valuable considerations, the parties hereto mutually agreed as follows:

1. This Agreement shall commence on the 7th day of February 2024, and shall continue until the 31st day of December 2026, unless terminated by either party pursuant to the terms of this Agreement. At the sole discretion of the City, this agreement may be renewed for one (1) additional two (2) year term, with a maximum term expiring on the 31st day of December 2028. Notice to renew shall be provided no later than sixty (60) calendar days preceding the expiration of this agreement.
2. The term of payment by the Provider to City, in consideration of this Agreement, shall be in the amounts outlined as follows:
 - a. 2024- \$4,000 per season of play, for a total of \$8,000 for the year
 - b. 2025- \$4,500 per season of play, for a total of \$9,000 for the year
 - c. 2026- \$5,000 per season of play, for a total of \$10,000 for the year
 - d. 2027- \$5,500 per season of play, for a total of \$11,000 for the year
 - e. 2028- \$6,000 per season of play, for a total of \$12,000 for the year

Payment shall be submitted no later than the first scheduled game of each season of play. Payment not received by the deadline will result in a late fee penalty of twenty-five dollars (\$25) per day. Payment will be delivered via check or debit/credit card to the City of Apopka Parks and Recreation Department.

Initial: JS

3. As part of this agreement, the City will provide the following to the Provider:
 - a. Two established seasons of play:
 - i. Spring Season of Play – begins FIRST Monday in February for seventeen (17) continuous weeks
 - ii. Fall Season of Play – begins the LAST Monday in August through the THIRD week of November
 - b. The following diamond athletic fields at the Northwest Recreation Complex during the established seasons of play:

- i. Field F
- ii. Field G
- iii. Field I
- iv. Field J
- v. Field K
- vi. Field L

Additional fields may be requested and assigned during a season of play, depending on season registration numbers and availability.

- c. Access to the fields at the following days and times, during the established seasons of play:
 - i. Mondays through Fridays: 5pm-9pm
 - ii. Saturdays: 8am-6pm;
 - 1. Beginning LAST Saturday in February for Spring Season of Play
 - 2. Beginning FIRST Saturday in October for Fall Season of Play
- d. Fields requested outside the seasons of play will be submitted for approval in writing to the Apopka Parks and Recreation Department and will be approved on a request-by-request basis, pending availability, field conditions, and planned field maintenance. These requests include post-season tournaments which may include but are not limited to:
 - i. Top Team
 - ii. All-Stars
 - iii. District Championships

All requests for hosting post season tournaments or requests for additional field maintenance or staffing shall be submitted to the Parks and Recreation Department for approval, no later than thirty (30) days prior to the requested tournament event date. Additional field maintenance fees and staffing fees may be charged at the standard rates established on the Parks and Recreation fee schedule.

- e. Field preparation and lining will occur one (1) time per field per day Monday through Friday and twice (2) on Saturday with the initial preparation occurring prior to games beginning and one mid-day re-prep.
- f. The City will provide participants who may require additional financial assistance the opportunity to qualify for a scholarship through the City's scholarship program. Please refer to the guidelines of the City's scholarship program for the current process to apply for a scholarship. Scholarships will be limited to the first ten (10) individuals per season who qualify.
- g. Allow the Provider to bring and use one (1) golf/utility cart during the established

seasons of play at the Northwest Recreation Complex. Provider must abide by the Parks and Recreation Department's Golf/Utility Cart Policy and use shall be restricted to the general vicinity of scheduled games or practices. The City will provide a location to store the golf cart, but will be held harmless for any and all damage to the utility/golf cart, all accidents and injuries resulting from utility/golf cart use, and loss or theft of the utility/golf cart.

- h. The City will provide Provider license to use two (2) small offices located in the building adjacent to the Provider's assigned fields. Offices are to be used by the Provider's Board Members for use directly related to the Provider's operations. Should improper usage occur, license to use the assigned office space will be revoked by the City. The Provider shall be responsible for any damage caused by use of the offices. Any modifications to the office space must be requested in writing to the City and approved by the Parks and Recreation Director or their designee.

4. The Provider will assume responsibility for the following:

- a. Organizing, promoting, and operating a youth baseball and youth softball program to enhance the existing recreational programs offered by the City. The program shall include:
 - i. a spring and fall baseball/softball program for participants ages four (4) years of age through sixteen (16) years of age;
 - ii. baseball/softball clinics;
 - iii. baseball/softball tournaments and special events.

The Provider shall not deviate from the programs set forth above without prior written consent of the City.

- b. Provide the City with practice and game schedules in advance of each season of play and work with the Parks and Recreation Department to release any Provider assigned fields that will not be needed during the season of play.
- c. Provide all additional services and equipment necessary for the program including, but not limited to:
 - i. administrative personnel to collect fees, forms, and answer telephone inquiries regarding programs;
 - ii. providing a criminal background check for all the Provider personnel and volunteers using the Little League National background check standards and procedures;
 - iii. providing coaches, umpires, speakers, competition officials, scorers, and support personnel to effectively operate the programs;

- iv. providing all equipment necessary to effectively operate the program;
 - v. providing uniforms to participants for each season of play.
 - d. The Provider shall be responsible for collecting all registration fees necessary for a person to register and participate in the program. The Provider shall retain copies of all receipts issued to participants for the payment of registration fees.
 - e. The Provider shall keep accurate records of program registrations and report final registration numbers and fees collected to the City at the completion of each season of play.
5. The City reserves the right to close fields or relocate practices or games for any reason, including but not limited to weather, field conditions, City holidays, and/or required maintenance. The City will make its best effort to relocate Provider to other available fields at the Northwest Recreation Complex, if field closures on the Provider's assigned fields are required.
6. The Provider shall supply a Certificate of Insurance no later than fourteen (14) days prior to program date or expiration of existing Certificate. See Exhibit A for insurance requirements.
7. Disorderly Conduct, Alcohol, and Controlled Substances. The Provider shall promote good sportsmanship to all program participants and spectators and shall not permit any guests, invitees, employees, volunteers, agents, or other program participants to engage in any disorderly conduct or criminal conduct while participating in the program. The use of alcoholic beverages or illegal controlled substances prior to, during, or after any program shall be strictly prohibited. The Parks and Recreation Director, or their designee, has the authority to suspend coaches, players, and/or parents from Parks and Recreation facilities.
8. The City requests that trash/litter be placed into provided trash receptacles at the Northwest Recreation Complex. City staff will empty and reline all trash receptacles. The City reserves the right to impose a \$300 cleaning fee per week if grounds are left littered with trash.
9. Prior to the execution of this Agreement, Provider shall have all instructors/coaches fingerprint and background check to meet the Little League International standards, including a criminal background check for Provider and Provider's officials, agents, employees, or subcontractors providing instructor/coaching services under this Agreement. The Provider shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide instructor/coaching services under this Agreement. If additional individuals are authorized to perform such instructor/coaching services, the Provider shall inform the City, prior to such individual commencing such instructor/coaching services.

10. The Provider shall indemnify and hold harmless City from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, or resulting from the conduct of instruction or leagues, delivery of services, or conduct of other activities contemplated by this Agreement or the occupancy of the City facilities by Provider, its agents, invitees and/or guests under this Agreement. City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the original government contract or this Agreement to the contrary, nothing in these agreements shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claims against City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
11. The Provider shall take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to all persons and property on City facilities.
12. Provider understands and agrees that by virtue of this Agreement, all its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida's Public Records law. If Provider will act on behalf of City as provided under Section 119.011(2), Florida Statutes, Provider, subject to the terms of Chapter 119, Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - a. Keep and maintain public records required by City to perform the service.
 - b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract term if Provider does not transfer the records to City.
 - d. Upon completion of the contract, transfer, at no cost, to City all public records in possession of "Provider" or keep and maintain public records required by City to perform the service. If "Provider" transfers all public records to City upon completion of the contract, "Provider" shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If "Provider" keeps and maintains public records upon completion of

contract, "Provider" shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology of City.

- e. If "Provider" does not comply with a public record request timely, City shall enforce the contract provisions in accordance with the contract.
13. The undersigned agrees to abide by the regulations governing use of City facilities and is responsible for charges incurred per Exhibit B, attached hereto and incorporated herein.
14. The Provider and its agents, representatives, employees, and subcontractors, further agree and ensure to conduct themselves in such a manner as to advance good relations for the City and its citizens.
15. Either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party.
16. All notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as FedEx), or by certified U.S. Mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

City: City of Apopka
120 East Main Street
Apopka, Florida 32703
Attn: Radley Williams,
Parks and Recreation Director

Provider:

Apopka Little League
P.O. Box 1603
Apopka, FL 32704

17. This instrument contains the entire Agreement between the parties and supersedes any prior understanding or agreement, either written or oral. No prior or present agreements or representation shall be binding on any of the parties hereto unless incorporated in the Agreement. This Agreement may not be changed, extended, or renewed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, discharge, or extension is sought.
18. The Provider acknowledges that they have investigated prior to the execution of this Agreement and satisfied themselves as to the conditions affecting the City's facilities that will or may be utilized by the Provider to conduct the programs, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance, permits, equipment, and the steps necessary to complete the programs. The Provider warrants unto the City that they have the competence and abilities to complete the programs carefully, professionally, and faithfully in the manner and within the time limits proscribed herein.

The Provider will perform the programs with due, reasonable diligence consistent with sound professional and labor practices.

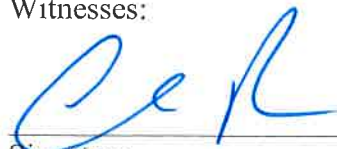
19. In performing the programs, the Provider shall use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of their professions practicing in the same or similar locality. The Provider shall take all necessary and reasonable precautions to protect the program participants and the public from being injured during the programs.
20. The undersigned person executing this Agreement on behalf of the Provider hereby represents and warrants that he has the full authority to sign the Agreement on behalf of the Provider and that he has the authority to fully bind the Provider to the terms and conditions set forth in this Agreement.
21. The City and the Provider have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.
22. Nothing contained in this Agreement shall be construed as a guarantee for the use of any City owned or maintained facility. The parties fully understand and agree that City owned or maintained facilities may not be suitable, at the discretion of the City, for play or practice due to inclement weather, lightning, vandalism, emergencies, acts of God, hazardous conditions, or any other circumstance that the City deems could injure the participants or damage the facilities.
23. Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the City's potential liability under state or federal law.
24. This instrument contains the entire Agreement between the parties and supersedes any prior understanding or agreement, either written or oral. No prior or present agreements or representation shall be binding on any of the parties hereto unless incorporated in the Agreement. This Agreement may not be changed, extended, or renewed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, discharge, or extension is sought.

CITY OF APOPKA, FLORIDA
ATTEST

Susan Bone, City Clerk

Bryan Nelson, Mayor

Witnesses:


Signature

Chris Richter
Print Name


Signature

Rhonda Chide
Print Name

Apopka Little League,
a Florida non-for-profit corporation,


Signature

Gary Odom
Print Name

President
Title

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
OR ☐ online notarization, this 30th day of Jan, 2024, by Gary Odom, who is ☒ personally known to me

OR ☐ who has produced _____ as identification.


Notary Public



Exhibit A
City of Apopka
Recreation Insurance Requirements

The original insurance certificate and all extensions to the insurance certificate should be sent to:
City of Apopka, Human Resources, 120 East Main Street, Apopka, FL 32703
or E-mailed to riskmanagement@apopka.net
Phone: 407-703-1805

Certificate Holder: City of Apopka

Facility Renters/Programmer's

1. City of Apopka endorsed as an Additional Insured in the amount of \$1,000,000 per occurrence regarding General Liability.
2. Businesses having more than 4 employees must provide a Certificate of Worker's Compensation Liability insurance in the amount of \$1,000,000/1,000,000/1,000,000
3. Name the City of Apopka, its officers, representatives, employees, agents, Providers and volunteers as additional insured and provide Primary and Non-Contributory coverage with respect to the city.
4. Waiver of Subrogation in favor of the City of Apopka regarding General Liability and Worker's Compensation Liability

Description may read:

City of Apopka, its officers, representatives, employees, agents, Providers and volunteers are named as additional insured with respect to general liability. Coverage afforded to the additional insured is Primary and Non-Contributory. Waiver of Subrogation in favor of the City of Apopka is added to the General Liability and the Workers Compensation policies.

NOTES

- Please make sure that the description section of the certificate explicitly states that the City of Apopka is named as an additional insured.
- We cannot accept certificates that have an, "if required by written contract" clause unless we do have a contract in place listing our insurance requirements.
- The Certificate Holder must read: City of Apopka

Exhibit B

City of Apopka Code of Ordinances

Chapter 58 - PARKS AND RECREATION

- **Sec. 58-5. - General requirements for use of grounds and facilities.**

Each person shall clean up all debris, extinguish all fires when such fires are permitted, and leave the premises in good order, and the facilities in a neat and sanitary condition.

(Code 1983, § 15-2)



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 6.

Meeting Date: February 7, 2024

Department: Finance Department

SUBJECT:

Proposed Investment Portfolio Composition by Security Type

REQUEST:

Approval of the Investment Program Long Term Goal and authorization to transfer funds accordingly.

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

On December 6, 2023, Council approved resolution No. 2023-40, amending Ordinance No. 873; amending and restating the Investment/Portfolio Policy of the City of Apopka. On February 7, 2024, the City's Investment Advisors, Glenn Scott, with Morgan Stanley will provide an update on the following:

- Investment Program - Current Holdings
- Investment Program - Investment Policy Restrictions
- Investment Program - Long Term Goal

FUNDING SOURCE:

City's Investment Portfolio

RECOMMENDED MOTION:

Approval of the Investment Program Long Term Goal and authorization to transfer funds accordingly.

ATTACHMENTS:

1. City of Apopka IA Presentation 2-7-24

Morgan Stanley



City of Apopka

Zephyr Group at Morgan Stanley

3033 E 1st Avenue, Suite 820

Denver, CO 80206

Investment Advisor Presentation

February 7, 2024

Investment Program – Current Holdings

City of Apopka Investment Accounts						
December 31, 2023						
		Account Balance	Interest Rate		As of Date	
Synovus - General Investment Account - Pooled		\$ 98,921,327.02		5.45%		December 31, 2023
Florida Public Funds						
Florida Prime - SBA - Pooled		\$ 21,405,202.24		5.60%		December 31, 2023
Seacoast National Bank - Money Market Account		\$ 38,717,231.29		5.36%		December 31, 2023
		\$ 159,043,760.55				

Source: City of Apopka

Investment Program – Investment Policy Restrictions

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%

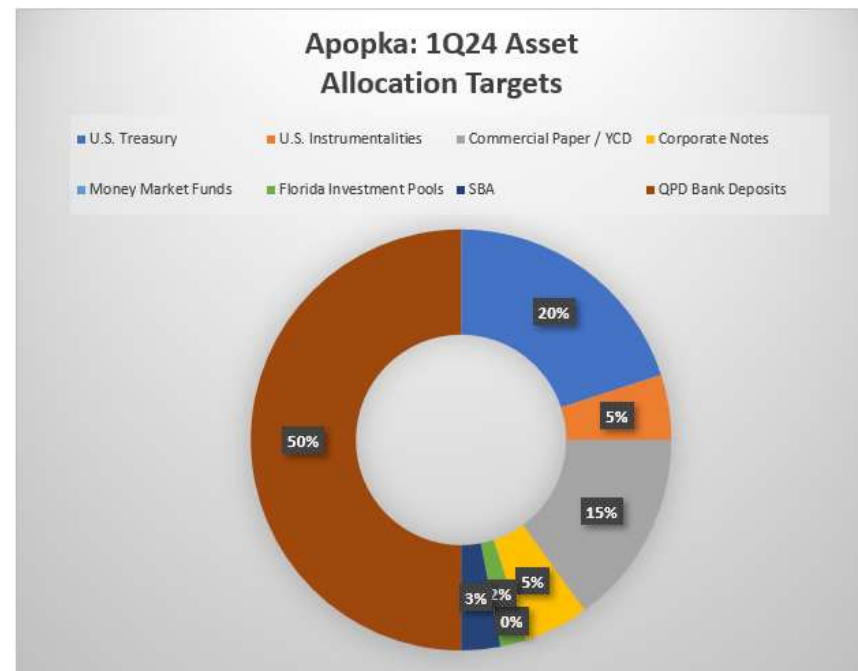
Depository Types				
Stacked FDIC Depository Programs	QPD (Conduit Bank)	180 days	25%	25%
Non-Negotiable Time Deposits	QPD	2 years	25%	10%
Demand Deposits & Money Market Accounts	QPD	1 day	100%	50%

* Note - bond fund durations must be less than 2 years, shares must have next day liquidity

Source: City of Apopka

Investment Program – Long Term Goal - Apopka

Portfolio Composition by Security Type		1Q24		2Q24		Balance, after 2Q24
QPD	50%	\$	79,521,880.28	33%	\$ 49,860,218.93	
SBA	3%	\$	4,771,312.82	3%	\$ 4,532,747.18	
Florida Investment Pools	2%	\$	3,180,875.21	1%	\$ 1,510,915.73	
Money Market Funds	0%	\$	-	1%	\$ 1,510,915.73	
Corporate Notes	5%	\$	7,952,188.03	10%	\$ 15,109,157.25	
Commercial Paper / YCD	15%	\$	23,856,564.08	16%	\$ 24,174,651.60	
US Instrumentalities	5%	\$	7,952,188.03	7%	\$ 10,576,410.08	
US Treasury	20%	\$	31,808,752.11	29%	\$ 43,816,556.03	
	100%	\$	159,043,760.55	100%	\$ 151,091,572.52	-
SBA		\$	(16,633,889.42)	\$	(238,565.64)	\$ 4,532,747.18
Seacoast		\$	(28,717,231.29)	\$	(5,000,000.00)	\$ 5,000,000.00
Synovus		\$	(29,399,446.75)	\$	(24,661,661.34)	\$ 44,860,218.93



Source: City of
Apopka

Disclaimer

This material is intended only for clients and prospective clients of the Portfolio Management program. It has been prepared solely for informational purposes only and is not an offer to buy or sell or a solicitation of any offer to buy or sell any security or other financial instrument, or to participate in any trading strategy.

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City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 1.

Meeting Date: February 7, 2024

Department: Community Development

SUBJECT:

Ordinance Number 3041 - Quasi-Judicial - Change of Zoning - 135 Hermit Smith Road - Item was readvertized as Ordinance No. 3045 on January 26, 2024.

REQUEST:

Accept this item was re-advertised as Ordinance No. 3045 on January 26, 2024. First Reading of Ordinance Number 3045 will be on March 6, 2024.

SUMMARY:

Owner(s): Marilyn S Boughan Trust

Applicant: Lowndes Law Firm c/o Logan Opsahl, Esq

Parcel Identification Number(s): 01-21-27-0000-00-029

Location: 135 Hermit Smith Road

Existing Future Land Use: Industrial (0.60 Floor Area Ratio (FAR) Maximum)

Proposed Future Land Use: N/A

Existing Use(s): Auto Repair Garage

Existing Zoning: T (Transitional) Zoning District

Tract Size: 7.23 +/- Acres

Direction	Future Land Use	Zoning	Present Use
North	Industrial	PD	Vacant Retention
East	Industrial	PD	Warehouse (Distribution)
South	Industrial	I-L / PD	Vacant Industrial / Warehouse (Distribution)
West	Industrial	RSF-1A / T	Vacant Residential / Wetland

PROJECT SUMMARY:

The subject property, which is approximately 7.23 acres in size, is located at 135 Hermit Smith Road and is currently used for auto repair garage. The applicant is requesting the rezoning of the property to develop outdoor storage (as a principal use) and improve modular metal building and carport. A contractor's proposed use of repair garage and outdoor storage for construction equipment is permitted use in the I-L zoning district with special exception per Land Development Code Table 4.2.2.C. Land Development Code Section 10.3.1.G.4 defines a contractor's outdoor storage (as a principal use) as follows: "Outdoor storage as a principal use is the keeping, in an unroofed area, of any goods, material, merchandise, or vehicles in the same place for more than 24 hours, where such storage is the principal use of a lot. This use does not include a junkyard or salvage yard or the display and storage of vehicles as part of an automobile, recreational vehicle, trailer, or truck sales or rental use."

The proposed I-L zoning district is compatible with the surrounding areas, as the property to the south has zoning

designations of Industrial (vacant), and the property to the east and south has a zoning designation of PD that is currently used as distribution warehouse for industrial use. The applicant has applied for a Special Exception for outdoor storage for their business. Per Land Development Code Section 2.5.1.G, Special Exceptions require Planning Commission approval.

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:

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

- Applicant's response: The subject property is currently zoned T (Transitional District) base district without a current zoning and intended to be amended to a different zoning district consistent with a Future Land Use ("FLU") designation plan pursuant to Section 3.2.4 of the Apopka Land Development Code (LDC) and pursuant to the goals, objective and policies of the comprehensive plan. The applicant is requesting that the Property be assigned to the I-L (Light Industrial) zoning district which provides for lands to accommodate a broad range of industrial uses in a place compatible with other similar uses and outdoor storage as a permitted accessory to the primary use. The Light Industrial zoning district is intended to provide land that accommodates light industrial operations and support development.
- Staff response: Staff has no objection.

b. Is in conflict with any provisions of the LDC;

- Applicant's response: The existing property in its current condition does meet the site development standards of the land development code under the existing Industrial future land use designation. In accordance with Apopka LDC Section 5.1.2 light industrial uses require space for processing wholesale distribution, storage and light manufacturing. The proposed rezoning would allow redevelopment of Property in compliance with the I-L zoning district as defined in Land Development Code Section 3.5.3.
- Staff response: Staff has no objection.

c. Addresses a demonstrated community need;

- Applicant's response: The subject property is currently zoned T (Transitional District) base district which is intended to be amended to a different zoning district consistent with a Future Land Use ("FLU") designation plan pursuant to Section 3.2.4 of the Apopka Land Development Code (LDC) and pursuant to the goals, objective and policies of the comprehensive plan. The proposed rezoning will allow continued use of the existing warehouse building and outdoor storage yard for equipment compliant with City code under the I-H zoning district. I-L would allow for outdoor storage of equipment and materials as an accessory use and maintenance of the equipment onsite. This use is compatible with existing and proposed uses surrounding the Property and is the appropriate zoning district for the land.
- Staff response: Staff has no objection.

d. Is required by changed conditions;

- Applicant's response: The Transitional zoning designation is intended for newly annexed property. The purpose of the Transitional district is to provide a base zoning district to accommodate lands that are annexed into the City without the concurrent adoption of another base zoning. The Land Development Code provides that lands within the transitional zoning district are intended to be amended at the appropriate time to a difference zoning district that is consistent with the Future Land Use Map and the goals, objectives and policies of the Comprehensive Plan. The subject property has a future land use designation of Industrial and is surrounded on all sides by parcels with a future land use designation of Industrial. In accordance with the LDC and Comprehensive Plan, the subject property should be zoned to a zoning district which is consistent with the Industrial future land use designation. Currently the property is used as a garage repair operation which is supported by the Light Industrial (I-L) zoning designation and Industrial future land use classification. The new intended use of the property is an industrial warehouse operation with outdoor storage.

- Staff response: Staff has no objection.

e. 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 Project is compatible with the character of the surrounding area, which is already built out for predominately industrial uses, as shown below. The surrounding area is already being utilized for industrial and outdoor storage uses.
- Staff response: Staff has no objection.

f. Would result in a logical and orderly development pattern;

- Applicant's response: The current use of the property includes a warehouse building used as a repair garage and outdoor storage of construction equipment. The proposed change from T (Traditional) zoning district to I-L (Light Industrial) would facilitate compliance and a continued development pattern of industrial uses in an area which is developed with similar industrial operations and would ensure keeping with such uses.
- Staff response: Staff has no objection.\

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; and

- Applicant's response: The proposed use will not cause adverse impacts on the natural environment, including, but not limited to, water and air resources, stormwater management, wildlife, vegetation, wetlands, and natural functioning of the environment. In fact, the proposed equipment, vehicles and building materials will reduce the amount of contamination of the existing garage operation that currently exist at the Property.
- Staff response: Staff has no objection.

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).

- Applicant's response: The proposed use will not cause any additional burden on existing public facilities and services including streets and other transportation facilities, schools, potable water facilities, sewage disposal, stormwater management and police and fire protection facilities. The proposed rezoning would allow the use of the existing buildings and improvements to infrastructure at the property. No additional intensity of use is proposed from the historic uses of the Property.
- 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 November 29, 2023.

PUBLIC HEARING SCHEDULE:

February 13, 2024 – Planning Commission (5:30 P.M.)

March 6, 2024 – City Council (1:30 P.M.), First Reading

March 20, 2024 – City Council (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:

January 26, 2024 – Apopka Chief

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

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Development Review Committee: Recommends approval of the Change of Zoning from T (Transitional) to I-L (Light Industrial), finding the proposed change consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

Planning Commission: At the January 9, 2024 meeting, the Planning Commission unanimously granted a continuance of this item to a date certain of February 13, 2024.

Recommended Motion – City Council:

Accept this item was re-advertised as Ordinance No. 3045 on January 26, 2024. .

ATTACHMENTS:

1. Maps
2. Ordinance Number 3045 Rezoning
3. Ads 12-29-2023
4. Ads 01-26-2024



McKay
Lake

Hermit
Lake

Hermit Smith Rd

General Electric Rd

General

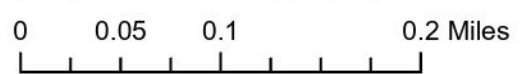
Shelby Industrial Dr

Legend



135 Hermit Smith Rd

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





McKay Lake

Hermit Lake

General Electric Rd

General Electric Rd

Hermit Smith Rd

Shelby Industrial Dr

Legend



135 Hermit Smith Rd

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0 0.05 0.1 0.2 Miles



McKay
Lake

Hermit
Lake

Hermit Smith Rd

General Electric Rd

Genera

Shelby Industrial Dr

Legend

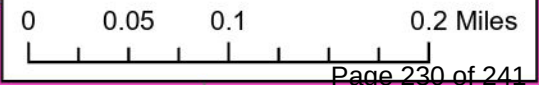
 135 Hermit Smith Rd

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

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OpenStreetMap, Microso





McKay
Lake

Hermit
Lake

Hermit Smith Rd

General Electric Rd

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Shelby Industrial Dr

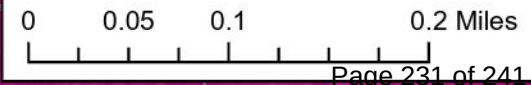
Legend

 135 Hermit Smith Rd

Apopka Future Land Use

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

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MET/NASA, USGS, EPA,





McKay
Lake

Hermit
Lake

Hermit Smith Rd

General Electric Rd

General

Shelby Industrial Dr

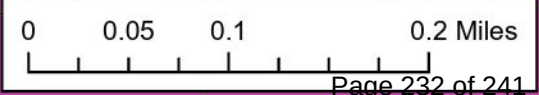
Legend

 135 Hermit Smith Rd

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

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OpenStreetMap, Microsoft





McKay
Lake

Hermit
Lake

Hermit Smith Rd

General Electric Rd

General

Shelby Industrial Dr

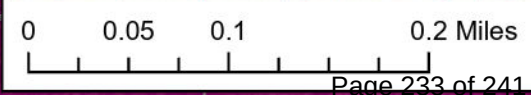
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 135 Hermit Smith Rd

Apopka Zoning

-  AG
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-  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

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AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO I-L (LIGHT INDUSTRIAL), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED AT 135 HERMIT SMITH ROAD; OWNED BY MARILYN S BOUGHAN TRUST COMPRISING 7.23 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Lowndes Law Firm c/o Logan Opsahl, Esq 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. 3045

PAGE 2

49
50
51
52

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

READ FIRST TIME: March 6, 2024

READ SECOND TIME AND
ADOPTED: March 20, 2024

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

Cliff Sheppard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: January 26, 2024

EXHIBIT "A"

Parcel Identification Number(s): 01-21-27-0000-00-029



Vision: Integrating truths work

Continued from page 2A

Gospel and how to live out a personal relationship with Christ during two pre-season camp chapels each season. He then integrates the truths of the Scriptures with the challenges before the team and with life after practice each day. The sincere and widespread individual spiritual growth of the players allowed them to play free and full. Attempting to play for God’s glory, as one’s sole motivation, changes every-

thing. All of life is worship, and the players are encouraged to play confidently knowing God’s peace, presence, and power. The guys prepare and play for something bigger than themselves. They unearth God’s treasures by being a steward, to the fullest extent, of the gifts and abilities which the Lord has entrusted to them—and that wins ball games.

—Dr. Jim Thrasher is the Senior Advisor to the Vice President for Student Recruitment and the coordinator of the Institute for Faith & Freedom’s working group on calling.

CITY OF APOPKA PUBLIC HEARING NOTICE CHANGE OF ZONING

NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Lowndes Law Firm c/o Logan Opsahl, Esq.** has made application relating to the following described property.

ORDINANCE NO. 3041
AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO I-L (LIGHT INDUSTRIAL), FOR CERTAIN REAL PROPERTY LOCATED AT 135 HERMIT SMITH ROAD; OWNED BY MARILYN S BOUGHAN TRUST COMPRISING 7.23 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 01-21-27-0000-00-029
Contains: 7.23 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, January 9, 2024 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for Ordinance Number 3041 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, February 7, 2024 beginning at 1:30 P.M.** AND **Wednesday, February 21, 2024 at 7:00 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
Community Development Department

December 29, 2023

Publish: The Apopka Chief

175436

Everybody has an opinion. Why not share yours?

Send a letter to the Editor online www.theapopkachief.com

Rusty: Benefits reviewed yearly

Continued from page 2A

ly beyond 70 years of age yourself, you should not wait beyond age 70 to claim for the same reason – your benefit will reach maximum when you are 70. You can apply for your benefits up to 4 months in advance, and specify you want benefits to start in the month you turn 70. If you haven’t already done so, you may wish to create your own “my Social Security” online account now at www.ssa.gov/my-account, which will make it easier for you to apply online at www.ssa.gov/ap-ply when the time comes

next year. Applying online is, by far, the most efficient way, but you need to have your online account set up first to do so.

Just so you know, there is no need to worry that you won’t get credit for work income earned after you have applied for your benefits. Even after you are collecting benefits, Social Security will automatically review your earnings each year when that info is received from the IRS (after you file your income tax return). If your most recent earnings are higher than those in any of the 35 years of lifetime earnings used to calculate your ben-

efit when you claim, Social Security will automatically increase your monthly payment amount. In other words, you shouldn’t delay past age 70 to claim Social Security because you’re working – you’ll still get credit for those earnings, automatically.

So, I suggest that your wife take fast action to apply for her Social Security benefits to avoid losing any more money, and that you plan to apply for your benefits to start when you turn 70.

There is no financial advantage to waiting beyond age 70 to claim, even if you continue working.

Hayden: We choose what to believe

Continued from page 2A

global warming, there were to be more hurricanes!

Oh, by the way, in 1999, it was predicted that the Himalayan glaciers would be gone in ten years. In 2014 the prognosticators exclaimed the “Science is settled!” I wonder if any true scientists were asked their opinion?

My point in this diatribe is, we are starting a brand-new year and there are two things I can really get behind.

One is we need to realize that GOD is still in control, and if there is something on the horizon that seems ominous, and out of our control, (remember the ozone layer is dissipating and we will all burn up in five years?), let us trust GOD to protect His creation and take care of one another.

I know He is capable, (remember the predictions?) He gave us the

freedom of choice, and He also gave us wisdom and common sense on how to use those freedoms. I do not care what color you are or what part of the United States you come from, we are all on this little speck of a spaceship called earth, joined together as one in the name of *American*. Teach our children to love and respect life, liberty, and the pursuit of happiness.

The second point is this – if you want to drive an electric vehicle, put solar panels on your house, throw out your gas stove for an electric one, promote fossil fuel eradication, or make any other donations to zero carbon by the year 2050, be my guest. Just do not expect me to get rid of my gas guzzling 3/4 ton truck, my gas propelled riding mower, or anything else that to me is absolutely necessary to my way of life.

I have solar panels on my house, and I receive

a monthly report on the amount of electricity saved by the usage of those panels, but I also get a report of the amount of carbon dioxide I have eliminated. It boggles my mind to think the carbon dioxide I have not used can be measured by the pound! Oh, the amount of carbon dioxide that is infused into our atmosphere is .04 percent. For you mathematicians out there, that is .0004 parts.

Human beings’ daily living contributes 3 percent of that .04 percent to our atmosphere.

Despite all the “Doom and Gloomers” out there, I am looking forward to a glorious, action-packed, fun-filled new year.

I would remind all of you, this editorial copy is my opinion, and if you have a differing opinion, let us know. We welcome such, and I thank you for this past year.

HAPPY NEWYEAR!!

Moore: Participation is needed

Continued from page 2A

safety technologies, such as intelligent speed assistance and automatic emergency braking systems that respond to people walking and biking, boosting transit access reliability to reduce vehicle travel, adding safe, connected walking and biking facilities to support alternatives to driving to discourage high speed travel, and lowering speed limits for safer travel.

The work is funded by a federal grant of \$3.79 million called Safe Streets and Roads for All. The program was established by the U.S. Department of Transportation. This first round of awards provides \$800 million for 510 projects throughout the United States.

The regional and local Vision Zero Safety Action Plans should be completed in the spring of 2024 and offered to the MetroPLAN Orlando Board to which I was just elected recently as the new secretary/treasurer, with the opportunity of be-

coming president in three years.

For those of you interested in accessing Vision Zero Central Florida data, it is available at VisionZeroCFL.gov. Located there is a comprehensive dashboard where you can create customized searches for your corridor or city.

I found viewing the top 30 high injury corridors instructive. There are numerous areas of concern in the Pine Hills area. These include portions of North Lane, Lee Road, and Edgewater Drive.

Safety scores were derived from the total number of crashes, the highest level of injury sustained in each crash, and the travel mode of victims. The roadway segment score was normalized on a per mile basis.

The study also looked at the top 30 high-injury intersection locations in the three-county area.

Again, you can see most of these intersections are in Pine Hills. They include Hiawassee at Silver Star Road, Pine Hills Road

at Silver Star Road, Pine Hills Road at North Lane, and Powers Drive at Silver Star Road.

How about this statistic: 41 percent of traffic deaths occur on 2 percent of Central Florida roads. The average prevailing speeds are 53 mph and 53 percent of the high injury roadways are in disadvantaged communities.

The next phase of the initiative encourages participation from people of all ages across the region, including community leaders, residents, and visitors. Please plan to attend our community meeting held on Wednesday, February 1st at 6:30 p.m. at the Bridges Center on 13th Street in South Apopka.

We can save lives when each of us does our part. This meeting is meant to build capacity in the community for safer driving practices.

I hope all of our neighborhood leaders attend this meeting, as well as anyone who is interested in safer roadways.

ALL ABOUT APOPKA

The Apopka Chief

Established 1923
(USPS 545-440)

The Apopka Chief is published every Friday and entered as Periodicals, postage paid at Apopka Post Office, under the Act of Congress of March 3, 1879. The Apopka Chief newspaper is published by Foliage Enterprises, Inc., every Friday at 400 North Park Avenue, Apopka, Fla., 32712-3417. An annual subscription is \$25 in Orange County and \$30 outside Orange County. Phone 407-886-2777. Postmaster: Send address changes to The Apopka Chief, P.O. Box 880, Apopka, Fla., 32704-0880.

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www.theapopkachief.com, news@theapopkachief.com



City of Apopka Telephone Numbers

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City Clerk407-703-1704
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Code Enforcement407-703-1738
Finance Dept.407-703-1725
Fire (non-emerg.)407-703-1756
Parks and Rec. Dept.407-703-1741
Police Chief407-703-1769
Police (non-emerg.)407-703-1771
Job Line407-703-1743
Solid Waste Collect.407-703-1731
Street Maintenance407-703-1731
Utility Billing407-703-1727
Medical, fire emergency911
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Orange County Telephone Numbers

Animal Services407-836-3111
Auto/Boat Tags850-617-2000
Building Dept.407-836-8550
County Mayor407-836-7370
County Commission407-836-7350
County Attorney407-836-7320
Clerk of the Court407-836-2065
Elections Supervisor407-836-2070
Fire/Rescue407-836-3111
Solid Waste407-836-6601
Garbage Collection407-703-1731
Health Dept.407-836-2600
Hunting/Fishing Lic888-347-4356
Parks and Rec. Dept.407-836-6200
Property Appraiser407-836-5044
Sheriff Administrative407-254-7000
Non-Emerg. Complaint407-836-4357
Utilities407-836-5515
All other departments407-836-3111
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Carolina Amesty (Dist. 45)unknown
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School Board407-317-3200
Miscellaneous
The Apopka Chief407-886-2777
Museum of the Apopkians407-703-1707
Chamber of Commerce407-886-1441

Weekly SUDOKU

by Linda Thistle

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Place a number in the empty boxes in such a way that each row across, each column down and each small 9-box square contains all of the numbers from one to nine.

DIFFICULTY THIS WEEK: ♦♦

♦ Moderate ♦♦ Challenging
♦♦♦ HOO BOY!

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SUDOKU ANSWERS: PAGE 10A

CITY OF APOPKA
PUBLIC HEARING NOTICE
SPECIAL EXCEPTION

NOTICE is hereby given that **CLARENCE ALMONOR** has made an application, in accordance with Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 4.2.2.C to the City of Apopka Planning Commission for a **SPECIAL EXCEPTION TO ALLOW THE USE OF A SELF STORAGE AS THE PRIMARY USE IN THE REGIONAL COMMERCIAL (C-R) ZONING DISTRICT.**

This application relates to the following described property located at 1619 McVillia Avenue:



Parcel Identification Number(s): 11-21-28-5602-01-000
Contains: 2.418 +/- acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing to consider the Special Exception request at its scheduled meeting in the City Council Chambers of the Apopka City Hall on **Tuesday, January 9, 2024, beginning at 5:30 P.M.,** or as soon thereafter as possible.

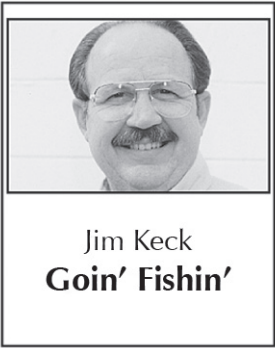
Affected parties and the public may appear at the above listed hearing to speak. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka, Florida 32703; Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

December 29, 2023
Publish: The Apopka Chief

Apopka City Council
Community Development Department
175508

Bass fishing slow, specks are really biting

Hello Folks,
I hope everyone had a Blessed Christmas and you and your family enjoyed your time together. My wife Shirley and I enjoyed our time with all of our family, friends, and acquaintances over the week-end. We were blessed to have everyone around us during Christmas.
Some folks were gettin' on the water last week and I got some good reports from the speck fishermen. One angler I talked to fished Lake Monroe last week twice and he caught 25 specks on one trip, and 50 specks on the next trip. This angler caught most of his specks on minners. So, if you want to catch some specks, you should get you a bucket of minners and go catch 'em in Lake Monroe.
Kyle at Bitter's Bait and Tackle reports that lots of folks were gettin' minners and goin' after those speckle perch. You can also try Lake Harney and Lake



Jim Keck
Goin' Fishin'

Jesup as well. Kyle is also reportin' some specks bein' caught in Lake Jesup under the Highway 417 bridge. The bass fishin' is a little slow – at least for me it was this past weekend.
I went to the Harris Chain with my grandson Brett and his buddy Josh on Saturday and we only caught one bass. I talked to folks at the ramp and there were not too many bass caught. The most one angler caught was two bass. I don't know what was goin' on that day, but the bass fishin' was a little slow. Kyle also confirmed it as well, by telling me that the

bass fishin' has been slow for other anglers as well, on the Harris Chain.
The bass fishin' on the Butler Chain was doin' quite a bit better. Some anglers I talked to are catchin' 20 to 30 bass on their trips to the chain. Most folks are catchin' their bass on swim-jigs, jerk-baits, and senko-type baits. You can also catch a few bass on plastic worms as well.
Well, we had a full moon on December the 26th. So, if you are off work this week, the fishin' should improve those three days after the full moon. We have some colder weather comin' into town later this week, so take advantage of the great weather this week and go fishin'.
The fishin' on West Lake has been good if you fish with shiners. Most of the big bass are bein' caught around the submerged hydrilla beds. The hydrilla has pretty much

taken over the lake. The reports that I'm gettin' tell me you need to get on plane as quick as you can, and run to where you are goin'. The hydrilla is so thick that once you get off plane, you are there for a while. So, just be careful if you are plannin' a fishin' trip to West Lake.
I wish I had more good news on the fishin', but unfortunately, that's how the fishin' is this week. You always need to remember that a bad day fishin', is still better than a good day at work.
I hope everyone has a great week and that you will enjoy the New Year's celebrations wherever you are. I don't know about you, but I'm ready for the new year to start.
See ya' next week.
Tip of the week: Happy New Year
Save a few and good luck.

Police Beat

If a law enforcement agency charges you with a crime and this paper reports that information, please notify us within 90 days if the charge is dropped, or if you are found not guilty by the court. After verifying the information, we will be happy to publish it. Please send notification to **The Apopka Chief, P.O. Box 880, Apopka, 32704-0880.**

In the period from **December 17-December 23**, the Apopka Police Department received **1,763** calls for service, responded to **38** crashes, issued **26** citations, and made **19** arrests. Juveniles were charged with battery on specified personnel; burglary-unoccupied conveyance unarmed; damage property-criminal mischief over \$200 and under \$1000; resist officer-obstruct without violence. The following adults were arrested and charged:

Sakeinah Alisha Burgess, 32, transient, Apopka, drug equipment-possession and/or use; obstructing justice-tampering with evidence in criminal proceeding.
Robert Ferguson, 38, confidential, Apopka, battery-cause bodily harm;

robbery by sudden snatching without firearm or weapon.
Michael Frett, 60, 3410 Janet St., Apopka, cocaine-possession of cocaine; drug equipment-possession and/or use.
Malachi Kenneth Greer, 24, confidential, Haines City, battery-touch or strike.
Qwintez Haynes, 36, 219 Lala Ln., Apopka, damage property-criminal mischief \$200 and under; Larceny-other theft.
Joseph Lamont Jenkins, 43, 122 W 10th St., Apopka, battery-touch or strike; resist officer-obstruct without violence.
Solita Seng Kim, 33, 1769 Strathmore Cir., Mt. Dora, DUI-unlawful blood alcohol, DUI breath, alcohol 0.08 or more per 210 liters.
Mary Elizabeth Martinez, 40, 5164 Kati Lynn Dr., Apopka, larceny-other theft.
Pascual Mendez-Gonzalez, 45, transient, Unknown, loitering or prowling.
Marvin Lisandro Mendez-Lopez, 38, confidential, Apopka, battery-touch or strike.
Jorge Luis Morales, 39, 3629 Hogshead Rd., Apopka, drug equipment-

possession and/or use, drugs-possession controlled substance without prescription (methamphetamine)
George Anthony Norberg, 56, 3131 S Windchime Dr., Apopka, drugs-possession controlled substance without prescription (fentanyl)
Breyli Anahi Orozco-mendez, 21, confidential, Apopka, battery-touch or strike.
Gerica Denise Redding, 29, 7077 Willowwood St., Orlando, drugs-possession controlled substance without prescription
Franklin B. Ruhl, 57, transient, Apopka, crimes against person, harm to public servant or family; intimidation-threat law enforcement officer, family death/harm; trespassing-failure to leave property on order of owner.
Isaiah Joseph Ruiz, 26, confidential, Apopka, Battery-commit domestic battery by strangulation.
Wilson Naun Sanchez-Cantarero, 30, confidential, Apopka, battery-second or subsequent offense; escape, resist officer-obstruct without violence.
Stacy Dell Terrell, 31, 34 Davis Ct., Apopka, other agency warrant.
Megan Marie Thomas, 26, confidential, Apopka, Battery on person 65 years of age or older.

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Use our fax: 407-889-4121*
*There is a small fee for this service.
Apopka Office Supply
400 N. Park Ave.,
Apopka, FL 32712

AOS
407-889-4455

CLUES ACROSS

CLUES DOWN

1. Home of Iowa State University

5. -fi (slang)

8. Mottled green and yellow fruit

12. Capable of thinking and expressing oneself clearly

14. Sports broadcaster Eagle

15. Middy

16. Kinsmen

18. Cable network

19. Simpleton

20. Brunch beverage

21. Fed

22. European capital

23. Native inhabitants

26. Mechanical device

30. Rare geese native to Hawaii

31. Bedroom furnishing

32. The products of human creativity

33. Mass transit option

34. Made a mistake

39. Sacred sound symbol

42. Large N. American reindeer

44. Dull and flat

46. Partner to huffing

47. Written works

49. Monetary unit of Serbia

50. Midway between east and southeast

51. Peninsula of southwestern Asia

56. Widely used multiuser OS

57. Aggressive dog

58. Varnished

59. Hindu queen

60. Time units, abbr.

61. Farm animals

62. Capital of Latvia

63. Where golfers begin

64. Takes to civil court

1. One who graduated

2. An inspired holy person

3. Electronic counter-measures

4. A place to store things

5. Indian instrument

6. Spanish saloon

7. Whole number

8. Not fastened

9. Gives a boost

10. Lounges about

11. Interested in

13. Remove salt

17. Type of sword

24. Naturally occurring solid material

25. Gets involved without being invited

26. Feline

27. Bobby __, NHL champ

28. "Kill Bill" actress Thurman

29. Hawaiian dish

35. Moroccan coastal region

36. Baseball statistic

37. Long period of time

38. Moved earth

40. Central Netherlands city

41. Take stock of

42. Central processing unit

43. Distinctive qualities one generates

44. Getting stuck

45. Loss of bodily movements

47. Veranda

48. Abrupt

49. What cats do

52. Expresses pleasure

53. Type of cheese

54. Professional STEM organization

55. Automatic data processing systems

Solutions can be found on page 10A of this newspaper.

1	2	3	4		5	6	7		8	9	10	11		
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62						63					64			

Page 238 of 241

Vote: Remember dates of election

Continued from page 2A

mit voter registration information online when you renew your driver's license online through the Florida Department of Highway Safety and Motor Vehicles' online renewal system. For more information, visit GoRenew.com; Tax collector's office that issues driver licenses or Florida identification cards; Voter registration agency. For more information about who these agencies are, visit the National Voter Registration Act (NVRA) webpage.

* By mail or in person.

If you need to update your information on your registration before any of the upcoming elections, head to Register to Vote Florida.gov or reach out to your county Supervisor of Elections. In Orange County, the deadline to register for the March 19 elections is Tuesday February 20, which is 29 days before the local and PPP elections. Re-

member that Monday, February 19 is a national holiday and the OC-SOE office is closed.

Florida's statewide primary is on Tuesday, Aug. 20, for the purpose of nominating party nominees to be voted for in the general election to fill a national, state, county, or district office.

A primary election is held 11 weeks before the general election.

The General Election is on Tuesday, Nov. 5. This election is open to all voters regardless of party affiliation.

Again, the dates to be aware of before the national general election on Tuesday, November 5, are: Tuesday, March 19 for the City of Apopka city commission seats 3 and 4, and the Republican PPP election, the statewide primary on Tuesday, August 20, and then the general election nation-wide on Tuesday, November 5.

CITY OF APOPKA PUBLIC HEARING NOTICE SPECIAL EXCEPTION

NOTICE is hereby given that **SARAH MAIER, Dewberry Engineers** has made an application, in accordance with Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 4.2.2.C to the City of Apopka Planning Commission for a **SPECIAL EXCEPTION TO ALLOW THE USE OF AN OUTDOOR STORAGE AS THE PRIMARY USE IN THE REGIONAL COMMERCIAL (C-R) ZONING DISTRICT.**

This application relates to the following described property located at 2301 Coral Hills Road:



Parcel Identification Number(s): 22-21-28-0000-00-068
Contains: 6.33 +/- acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing to consider the Special Exception request at its scheduled meeting in the City Council Chambers of the Apopka City Hall on **Tuesday, February 13, 2024, beginning at 5:30 P.M.**, or as soon thereafter as possible.

Affected parties and the public may appear at the above listed hearing to speak. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka, Florida 32703; Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

January 26, 2024
Publish: The Apopka Chief

Apopka Planning Commission
Community Development Department

175674

Moore: Safety on roadways noted

Continued from page 2A

committed to remedying dark roadways in the county. The projected amount to be spent in District 2 to increase arterial street lighting is \$4,514,200. While I'm excited, and I'm also a bit wary of the promised progress due to past delays and hold-ups I have experienced with Duke Energy.

Keep your fingers crossed these will all be

completed over the next five years.

In priority order, street lighting projects include: AD Mims Rd, E Votaw Rd, E Welch Rd, N Park Ave, Sheeler Ave, Wurst Rd, McCormick Rd, Old Hwy 441, Ponkan Rd, Sadler Rd, W Highland Ave, Ocoee Apopka Rd, Old Dixie Hy, Round Lake Rd, W Highland Ave, Binion Rd, Hempel Ave, Jones Ave, N Rock Springs Rd, Plymouth Sor-

rento Rd, Lake Breeze Dr, Lake View Dr, Old Dixie Hy, Ondich Rd, Pembroke Dr, Shader Rd, W Keene Rd, W Orange Ave, and Warrior Rd.

As always, I'm committed to bringing transportation safety improvements to District 2. If you have any questions, please do not hesitate to call my office at 407.836.5850 or email to District2@ocfl.net.

Byrd: Awards have been earned

Continued from page 2A

the program has been a magnet they have won numerous regional, state and national awards. They have grown to nearly 400 students and multiple classrooms, including a fully stocked bakery, industrial teaching kitchen, and cafe.

They also cater multiple private events each year.

Over the last few years, they have celebrated many firsts, including:

*First culinary arts magnet in OCPS and largest in Central Florida with over 375 students

*The only Florida culinary school to win a Top 10 spot at the NASA HUNCH Culinary Challenge, not once, but TWICE; they won two back-to-back second-place national trophies each time!

*First Central Florida school to win first place in the state and earn the right

to represent OCPS at the National ProStart Invitational in Washington, D.C.

*First Central Florida School to have an instructor honored with Florida Teacher of Excellence by the Florida Restaurant Association.

*ONLY Florida school to have an instructor honored with the National James Maynard Award for Excellence in Innovation by the National Restaurant Association

*First culinary school in the country to study, market/brand, and mass-produce coffee and chocolate; one of very few to make their own branded hot sauce – one so good a grocery store chain is in talks with Chef Bates to put it on their shelves.

And now, through a partnership with the Florida Dairy Council and Duke Energy, they have started the Mustang Creamery where they are developing

delicious ice creams and cheeses. They are also beginning a pizzeria with the help of the Central Florida Hotel and Lodging Association, and Domino's Pizza.

Students in this program earn certifications that they can use in a kitchen right away or can build upon in other culinary programs after graduation. They earn numerous scholarships in competitions, as well.

Besides cooking skills, they learn management skills, inventory and sales, budgeting, service skills, and more.

The possibilities are endless as we keep setting our sites higher for this tremendous program. If your child might be interested in the culinary program, contact the school for a tour; and remember that magnet applications are due by February 15 for next year. Go to ocps.net for more information.

Hayden: Vote to return our strengths

Continued from page 2A

according to their observations (not ours). The next step is a classless society where everyone is equal and will put into the warehouse what they can provide and only take out what their immediate needs are.

People being people with their own ideas of what is needed is the very reason Communism will not work. A lot of people talk about a classless society, but they cannot show you one. I agree there are a multitude of people who would be satisfied with being bound up in a society where they would be taken care of, but they would have their needs met according to how well they benefit the warehouse and what they could offer for use of others.

Karl Marx stated, "Nothing can have value without being an object of

utility." Meaning, if you do not produce, you are of no value, and therefore unnecessary.

Observe where we are today. The elites are buying their desires to be met by those who benefit from their donations to their electoral campaigns. Quid Pro Quo is not supposed to be utilized in our governmental decisions, but unfortunately where temptations arise, resolutions will fall. In the end, they who give the most, reap the most.

I am satisfied that most Americans are not willing to give up any more rights, and, even though the money collected seems to be the deciding factor, "We the People" have not spoken yet in our obligation to vote. I am trusting that those who have seen our rights trampled underfoot and our Constitution ignored will speak out with

their vote.

Let us go back to being a smaller government that recognizes the people of the United States of America as its employers and not subjects. We need to hold those accountable who would consider their role as one that lords it over we their servants and sovereign overseers of our rights and privileges as Americans.

Remember the steps Karl Marx attributed to society. They are Slavery, Feudalism, Mercantilism, Capitalism, Socialism, and Communism.

Open your eyes. We are free people! We can return our nation to Americanism!

It is up to you and me to stand together and make our nation one of the most exceptional in the world again. Smile Americans – happiness looks gorgeous on you!!

Everybody has an opinion.
Why not share yours?

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ALL ABOUT APOPKA

The Apopka Chief

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(USPS 545-440)

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Utilities 407-836-5515
All other departments 407-836-3111
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www.orangecountyfl.net

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Marco Rubio (Rep.) 407-254-2573
U.S. Representative
Daniel Webster (Dist. 11) 352-241-9220
State Representatives
Doug Bankson 407-476-6787
Carolina Amesty (Dist. 45) unknown
State Senators
Geraldine Thompson (Dist. 11) 407-297-2045
Orange County Commissioner
Christine Moore 407-836-7350
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School Board 407-317-3200
Miscellaneous
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Museum of the Apopkians 407-703-1707
Chamber of Commerce 407-886-1441

2023: City Center hotel listed for sale, manor is part of deal

Continued from page 5A

Apopka, the museum is open by appointment only and Wednesday and Saturday, 8-11 a.m.

Veterans of Foreign Wars Post 10147 organized its Veterans Day ceremony featuring a keynote address by Retired Lt. Commander Joshua A. Andrews on Veterans Day, Saturday, November 11, at Kit Land Nelson Park in downtown Apopka. ... Local barbecue restaurant Sonny's BBQ recognized the two police officers who helped deliver a baby last month after receiving a 911 call. ... The Apopka City Council learned about a new program that would help revitalize the downtown area, promote the area, bring economic vitality, and enhance residents' quality of life. The cost to launch is estimated to be \$205,000. ... The Miss Apopka Scholarship Competition welcomes Miss Florida 2023 Juliette Valle to the community as she hosts the Miss Apopka Scholarship Competition on Saturday, December 2, at Apopka High School.

Taurus Investment Holdings has listed Hilton Garden Inn at the Apopka City Center for sale and added Highland Manor as part of a packaged deal at an undisclosed price. ...

The Rotary Club of Apopka and Renewal Church of Apopka donated 40 food bags and turkeys to Zellwood Elementary School on the morning of Thursday, November 15. ... Seven qualities exemplify an exceptional leader, all which were eminent in Mayor John Land, said Pat Williams, co-founder of the NBA's Orlando Magic at the fifth annual John Land Apopka Community Trust Legacy Gala. ... The Miss Apopka Organization welcomes seven delegates from around the greater Central Florida area to the competition, which will take place at the Apopka High School Auditorium, 555 W. Martin St., Apopka, on Saturday, December 2. ... Apopka Mayor Bryan Nelson delivers the 2023 State of the City address on Friday, November 17, at the Apopka Community Center/VFW Building on South Central Avenue in Apopka.

December

The city of Apopka and the developer of the Apopka City Center Winn-Dixie are working out a plan so the city could extend the supermarket's temporary certificate of occupancy until February 1, 2024. ... The grand marshal for the 47th annual Apopka Christmas Parade will be Roger

Franklin Williams, local on-air radio personality and son of Apopka High School principal and educator Roger A. Williams, who served as Apopka Christmas Parade grand marshal in 2003. ... The Apopka City Council voted 5-0 to authorize the mayor to sign a professional services agreement with a Maitland mentorship program for male youth. ... A 76-year-old female pedestrian was killed after being struck by a car that an Apopka family was driving in Forest City, according to Florida Highway Patrol. ... A record-breaking number of over 300 registrants from 18 states and one Canadian province are visiting Lake Apopka North Shore during the eighth annual North Shore Birding Festival.

The Apopka City Council adopted, 5-0, a resolution extending the Community Redevelopment Agency and its redevelopment plan an additional three years until January 1, 2027, with the option for another seven-year extension. ... The Apopka Tree Lighting Ceremony took place on Friday, December 1, at Kit Land Nelson Park. The event included holiday music, photos with Santa, kids activities and meeting Santa and Mrs. Claus. ... Reilly Cardella took home the crown as Miss Apopka 2024 among the six young

women who competed for the title on Saturday, December 2, in the Apopka High School auditorium. ... The Apopka Police Department supported local families in need during the holidays with the department's annual Shop With a Cop. It is running for 10 days — December 4-8 and December 11-15 — at the Apopka Super Walmart on South Orange Blossom Trail.

Orange County Public Schools will launch a pilot program this month in seven randomly selected schools to test the use of a walk-through weapons detection system during arrival. The pilot program begins this month with full implementation at Wekiva High School beginning Monday, December 18, according to an OCPS news release. ... Between 2,000 and 3,000 people participated in the 47th annual Apopka Christmas Parade on Saturday, December 9, traversing approximately one mile on Park Avenue. ... On Monday, December 11, the Florida Department of Education announced the release of the 2022-2023 school and district grades, with Orange County Public Schools earning a "B" grade on the new district grading scale. ... The mother of the youth involved in a Pop Warner football practice shooting was arrested

Thursday, December 7, on a charge of culpable negligence. ... The Christmas concert "Hope Was Born" with Jonathan Cain, Hall of Fame songwriter and keyboardist from the rock band Journey, will premiere on Sunday, December 17, beginning at 6 p.m. at Story-Life Church, 505 E. McCormick Road, Apopka.

After debating what the next step would be in moving the annexation of South Apopka forward, the Council decided to come up with questions to put on a survey and submit to residents to get their opinion on annexing South Apopka. ... Defying the inclement weather, the community held its Wreaths Across America Day on Saturday, December 16, at the Edgewood-Greenwood Cemetery. There, community members laid wreaths on veterans' graves. ... Lake Apopka Natural Gas District has appointed Brent Haywood, as the company's next chief executive officer and general manager, effective January 8, 2024. ... Local businesses, entrepreneurs, and community leaders were honored for their community service, contributions to the community, and accomplishments at the 2023 annual Apopka Chamber Business Awards. ... The seniors of the Apopka High

School's Student Government Association visited Phillis Wheatley Elementary on Tuesday, December 19, to deliver presents to all the pre-K and kindergarten students as part of Dewey and Daisy's Holiday Wish.

Southeastern Grocers Inc., parent company and home of Fresco y Más, Harveys Supermarket and Winn-Dixie grocery stores, together with the SEG Gives Foundation, has donated more than \$3,727,000 back into the community to support neighbors in need in 2023. ... Trees and the grounds of Kit Land Nelson Park, located in downtown Apopka, have been aglow with holiday lights the entire month. The city had its tree lighting ceremony at the park on December 1. ... The Apopka Police Department added two new officers to its police force on Monday, December 18. The officers took an oath to serve and protect when they were sworn-in at Apopka City Hall by Apopka Police Chief Michael McKinley. ... City Hall released its schedule of upcoming meetings in January 2024. All will take place at Apopka City Hall, 120 E. Main St., Apopka. Meetings are live streamed on the city's YouTube channel.

CITY OF APOPKA PUBLIC HEARING NOTICE CHANGE OF ZONING

NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Servants of God Ministries, Inc.** has made application relating to the following described property.

ORDINANCE NO. 3044

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO C-C (COMMUNITY COMMERCIAL), FOR CERTAIN REAL PROPERTY LOCATED AT 734 S ORANGE BLOSSOM TRAIL; OWNED BY SERVANTS OF GOD MINISTRIES INC COMPRISING 0.65 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 14-21-28-0000-00-005
Contains: 0.65 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, February 13, 2024 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for Ordinance Number 3044 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, March 6, 2024 beginning at 1:30 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
Community Development Department

January 26, 2024

Publish: The Apopka Chief

175691

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Mac: A graduate of FAMU

Continued from page 1B

to the field of competition. A lot of athletic scholarships have been offered to many of the athletes I have coached. There are just as many athletes who have gone onto successful careers in professional fields though. The athletes went on to earn college degrees, then made a successful career by continuing to carry the work ethic throughout their lives.”

McMillian has also served as a part of Apopka High School wrestling’s staff for over two decades.

Diversity is the hallmark of the careers chosen by the athletes coached by McMillian. McMillian listed police officer, firefighter, and serving in the military as a few of the career paths athletes that he once coached have taken. Careers without the structural ranks include education, law, and journalism.

Working the way up the ladder of success one rung at a time, but steadily in the chosen profession is the common factor among the careers chosen though.

Wrestling will always be thought of first and foremost when discussing McMillian’s coaching career. The award is also specifically for the sport of wrestling. Nonetheless, McMillian influence has been in all sports.

“Coaching has been my passion and love for most of my life,” McMillian said. “However, ath-

letics provide an opportunity for athletes to earn their high school diploma and then a college degree. Earning academic degrees is the same kind of success as on the athletic field and at the end of competition. An educated person is set up for lifelong success and thus why earning degrees is important to me. I push my athletes to prioritize education as much as the athletics.”

From an early age McMillian played sports and was an established as well as experienced athlete when entering high school. McMillian quickly developed a passion for the four mainstream (in Florida) sports of baseball, football, basketball, as well as track and field, being named MVP of several teams. However, McMillian saw football as the vehicle providing a ride to college and the end goal was playing in the NFL.

Then life cropped up with different plans for the defensive back.

Graduating from West Orange High School in 1979, McMillian never played a down of football at the collegiate level. McMillian attended college and pursued a bachelor’s degree on an athletic scholarship---in track and field instead of football. During 1985, McMillian graduated from Florida A&M with a Bachelor’s degree in Education and certification for the specific discipline of physical education.

While football schol-

arships were offered to McMillian, track and field coaches did so first. Within hours of placing second in the 300-meter hurdles at the state championship meet during 1979, McMillian was offered the scholarship by FAMU coaches. So when the football scholarships did come, McMillian had already gone through the process of changing gears. A second change of gears just didn’t match the value of staying the course McMillian had already decided to pursue.

Furthermore, part of changing gears was giving up summers spent at football practices and an opportunity to earn much-needed income.

The decision to pursue competing in track and field was also fueled by the FAMU coaches’ strong pursuit of signing McMillian and the subsequent close relationship which developed. Head coach Bobby Lang took the same path as a coach. The uncle of former Wekiva High School football coach Kennard Lang, not only had Bobby Lang switched the sports coaching. Lang and McMillian were deciding which sports to participate in at the same time.

Baseball came into the picture when the U.S. boycotted the 1980 Olympics (in Moscow). McMillian was stripped of the opportunity to at least try-out for the biggest internation-

See MAC Page 4B

No fishing or swimming on Lake Monroe, due to sewage

Hello Folks,

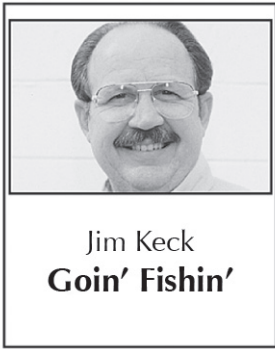
I hope y’all had a great week. We have been havin’ some up-and-down weather lately, and that has kinda put a damper on the fishin’.

When the weather is good-to-fair, folks have been gettin’ on the water and catchin’ a few fish. I know the specks are still bitin’, but Lake Monroe is out of the picture. There was a gear break, and 5 million gallons of partially treated human sewage was dumped into Lake Monroe. There are signs all around the lake warnin’ folks to not swim or fish the lake. They want folks to stay out of the water until the water samples show it’s safe for folks to go back on the lake.

You can fish the upper St. Johns River, say around Palatka or North of there, or fish in the SJR south of Lake Monroe. The St. Johns River runs North startin’ at the headwaters of Blue Cypress Lake, and empties into the Atlantic Ocean east of Jacksonville.

You can always fish other chains in our area for specks, too. The bass fishin’ has been good one day and a little slow the next day.

There was an MLF Phoenix Bass Fishing League tournament held on the Harris Chain over the weekend. Congrats to Laramy Strickland on his win this past Saturday. Laramy weighed in 5 bass that hit



the scales at 20 pounds-1 ounce. He beat Sean Wieda by 1 ounce for the win. Laramy won \$4,806 dollars for his win.

The Harris Chain was busy due to the 115 boat-field that fished the chain. The biggest bass caught durin’ the tournament was caught by Tyler Sheppard of Yulee. Tyler’s big bass weighed in at 9 pounds-4 ounces, and earned him the Berkley Big Bass Boat-er award of \$725 dollars. Congrats to James Brooks of Inverness. James won the Strike King co-angler’s side of the tournament. James’ 5 bass hit the scales at 15 pounds-15 ounces. James earned \$2,403 dollars for his win. So, there were some nice stringers of bass bein’ caught durin’ the tournament, even though there were a lot of boats on the chain.

I wanted to congratulate all the folks that live in the Fishing Capital of the World, i.e. the Great State of Florida. Governor Ron DeSantis launched a three-month Great Out-

doors initiative on October 14, 2023. That initiative ran until January 13, 2024. This initiative was providing a 50-percent discount on Gold Sportsman huntin’ and fishin’ licenses and Annual State Park Passes. The governor wanted to get folks outdoors to go fishin’ or huntin’, and he wanted folks to explore Florida’s natural resources by traveling around our great state.

Do you know that more than 75,000 Gold Sportsman licenses were sold which totaled \$24 million in revenue for the state. Also, there were 55,000 state park passes sold that generated \$2.86 million dollars. The one I like is the fact that there were 23,000 huntin’ and fishin’ licenses purchased durin’ that time, and those folks were first-time license holders. So, I just wanted to say thanks to the Governor and the folks that took advantage of the discount.

It was great to see the interest folks showed in gettin’ out in the Florida Outdoors, and enjoyin’ what Florida has to offer.

Well, that’s it for this week. I hope to see you on the water. See ya next week.

Tip of the week: Get outdoors!

Save a few and good luck.

CITY OF APOPKA PUBLIC HEARING NOTICE CHANGE OF ZONING

NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Lowndes Law Firm c/o Logan Opsahl, Esq.** has made application relating to the following described property.

ORDINANCE NO. 3045
AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO I-L (LIGHT INDUSTRIAL), FOR CERTAIN REAL PROPERTY LOCATED AT 135 HERMIT SMITH ROAD; OWNED BY MARILYN S BOUGHAN TRUST COMPRISING 7.23 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 01-21-27-0000-00-029
Contains: 7.23 +/- Acres
Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, February 13, 2024 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for Ordinance Number 3045 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, March 6, 2024 beginning at 1:30 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
Community Development Department
January 26, 2024
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175692

Police Beat

If a law enforcement agency charges you with a crime and this paper reports that information, please notify us within 90 days if the charge is dropped, or if you are found not guilty by the court. After verifying the information, we will be happy to publish it. Please send notification to *The Apopka Chief*, P.O. Box 880, Apopka, 32704-0880.

In the period from January 14-20, the Apopka Police Department received 1,612 calls for service, responded to 24 crashes, issued 65 citations, and made 21 arrests. Juvenile was charged with carrying concealed weapon-unlawful carry of concealed firearm. The following adults were arrested and charged: Donald Cornelius Baker, 71, 537 W. Ella J Gilmore St., Apopka, moving traffic violation-driving while license suspended revocation equivalent status 3rd subsequent violation; moving traffic violation-reckless driving 1st offense.

Sakeinah Alisha Burgess, 32, transient, Apopka, possession of cocaine; drugs-possession of a controlled substance.

Heriberto Joselito Echeverria-Ramirez, 25, 469 Breezeway Dr., Apopka, moving traffic violation-operate motor vehicle without valid license.

David Michael Frisby, 37, 603 Bidwell St., Fruitland Park, burglary with assault or battery; resist officer with violence; damage property-criminal mischief over \$200 under \$1,000; battery on specified personnel; simple assault-in-

tent threat to do violence; burglary-dwelling/structure cause damage \$1,000+; burglary-travel commit F1 burglary outside county residence; damage property-criminal mischief \$1,000 or more.

Alyssa Nicole Ganaway, 27, 639 W. Central Blvd., Orlando, drugs-possession of controlled substance without prescription.

Ladarren Griggs, 40, 1501 Marden Meadows Ct., Apopka, failure to appear.

Julian Richard Guerrero, 31, 2923 Cedar Crest Dr., Apopka, DUI-unlawful blood alcohol, DUI-influence of alcohol or drugs.

Twananthony Lano Hodge, 48, 325 E. 15th St., Apopka, drugs-possession of controlled substance without prescription (meth).

Ronald Dee Hurt, 60, 41 Dora Dr., Tavares, drugs-possession of controlled substance without prescription.

Sebastian Icalmuz, 20, 904 Lake Drive, Apopka, moving traffic violation-operate motor vehicle without valid license.

Bernard Anthony Jean-ty, 51, 25224 Ironwedge Dr., Sorrento, hit and run-failure to stop, remain at crash involving injury other than serious bodily injury.

Yon Gilber Monasterio-Cuellar, 47, 1321 Fetter Way, Winter Garden, burglary with assault or battery.

Brandon Kyle Mosley, 36, confidential, Orlando, battery-touch or strike.

Marlyna Alana Oyola, 26, 1113 Bardwell Ct., Apopka, drugs-possession of controlled substance without prescription; mov-

ing traffic violation-drive with suspended revoked license.

Jesus Guadalupe Reyes, 43, 1154 S. Lake Ave., Apopka, drug equipment-possession and/or use; drugs-possession of controlled substance without prescription (Vyvanse 60mg); heroin-possession with intent to sell manufacture or deliver schedule I; possession of weapon or ammo by convicted United States felon; resist officer-obstruction without violence.

Anthony Dwayne Sangster, 56, transient, Apopka, drug equipment-possession and/or use; drugs-possession methamphetamine within 1000 ft specified area; resist officer-obstruction without violence.

James Roosevelt Seay, 52, 1571 Clarcona Road, Apopka, damage property-criminal mischief \$1,000 or more; larceny/grand theft-\$750 less than \$5,000; larceny-petit theft merchandise farm transit 2+ prior conviction.

Chatara Cherrell Thomas, 37, 121 E. 15th St., Apopka, larceny-other theft.

Eugene Turner, 44, confidential, Apopka, burglary of occupied dwelling unarmed; damage property-criminal mischief \$1,000 or more; stalking, following, harassing, cyberstalk another; trespassing-trespass occupied structure or conveyance.

Benjamin Lee Williams, 33, 3328 Dew Berry Ave., Apopka, drugs-possession of controlled substance without prescription (MDMA).

Dewayne V. Wood, 62, confidential, Apopka, battery-touch or strike.

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