



APOPKA CITY COUNCIL AGENDA

February 21, 2024 7:00 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 February 7, 2024.

AGENDA REVIEW

PROCLAMATION

1. Future Farmers of America
Presented by: Bryan Nelson, Mayor
2. Black History Month
Presented by: Bryan Nelson, Mayor

PRESENTATION

1. Miss Apopka 2024 Portrait Unveiling
Presented by: Bryan Nelson, Mayor

PUBLIC COMMENT PERIOD

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

CONSENT (Action Item)

1. Authorize the execution of contracts/renewals for the assigned terms: The Orlando Philharmonic Orchestra
2. Authorize the execution of piggyback contracts for the assigned terms: Nidy Sports Construction Company, Inc
3. Award a contract for RFQ 2023-A-80: Professional Design Services: New Public Safety Facility, Architects Design Group.
4. City of Apopka FY2024 Budget-to-Actual Report for the Three Months Ending December 31, 2023

5. Accept the disbursement report for January 2024.

BUSINESS (Action Item)

1. Potable Water Break Damage - 1046 Villa Lane #23

Presented by: Joseph Patton, Human Resources Director, Radley Williams, Recreation Director

2. Approval of proposal for the Apopka Station Street Project - Standard Investments & Holdings, LLC

Presented by: James Hitt, Community Development Director

3. FY 23-24 Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project

Presented by: Deodat Budhu, Public Services Director

4. Proposed Investment Portfolio Composition by Security Type

Presented by: Blanche Sherman, Finance Director

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Magnolia Terrace (now known as Lee Terrace) Planned Development Agreement Amendment
Owner(s): Marion Wade Hopper Life Estate, Mary Kathleen Hopper Life Estate, Harold Wayne Thomas, Melody Lynn Thomas, Mary Kathleen Hopper, Douglas Matthews Trust, Anita Matthews Trust, George A. Thomas, Sandra K. Thomas, Vernus Stapler, Gail Marie Stapler, Kenneth W. Davidson, and Natalie W. Davidson
Applicant(s): Thomas R. Sullivan, Esq.
Location: East of S. Binion Road and south of Willet Avenue
Project: Magnolia Terrace (now known as Lee Terrace)
Density: 3.7 du/ac
Project Manager: Bobby Howell, AICP
Presented by: Bobby Howell, Planning Manager
2. Change of Chapter 58, Article III, "Private Refuse Collection Services," of the Code of Ordinances of the City of Apopka
Approve Change of Chapter 58, Article III, "Private Refuse Collection Services," of the Code of Ordinances of the City of Apopka
Presented by: Josh Robinson

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 February 7, 2024 at 1:30 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 February 7, 1984, Navy Captain Bruce McCandless II became the first human being to perform an untethered spacewalk, when he exited the U.S. space shuttle Challenger and maneuvered freely, using a white jet pack of his own design. McCandless orbited Earth in tangent with the shuttle at speeds greater than 17,500 miles per hour—the speed at which satellites normally orbit Earth—and flew up to 320 feet away from the Challenger during his successful spacewalk.

APPROVAL OF MINUTES

1. Regular Council Meeting Minutes of January 17, 2024.
 - a. **Mayor Nelson** asked if anyone had any questions about either set of minutes. **Commissioner Becker** said there was a Scribner error under the Council Report, it says political feeder, and the word that I used was theatre. I don't want people thinking I mustered the word.
 - b. Hearing no further questions or comments, he asked for a motion to approve the regular council meeting minutes of January 17, 2024.
 - c. **Motion** by **Commissioner Becker** and seconded by **Commissioner Smith** to approve the regular council meeting minutes of January 17, 2024.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith, & Velazquez voting aye.

AGENDA REVIEW

PROCLAMATION

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

Mayor Nelson said we lost a good friend who served on this Council for 24 years and we read this proclamation at the service last week. We would like to read it here for the record at

City Council. This is for our good friend Alonzo Williams. His Brother is here to accept the proclamation. We want to show respect to the family and read this proclamation. Alonzo Williams Jr. was born on December 19, 1938 to the late Mr. and Mrs. Alonzo Williams Sr. in Clarcona, Florida. Alonzo attended the public schools of Orange County and graduated from Phyllis Wheatly Senior High School in 1958. Alonzo worked for several businesses in Apopka before establishing businesses of his own. Alonzo was married to Betty Hayes Williams, to this union came 3 sons, Alonzo Williams III, Robert Hayes Jr., and Tonya Hayes' two daughter Faith and Latricia Hayes Goodson. Whereas Alonzo served as a deacon at the New Hope Missionary Baptist Church for approximately 40 years. He worked with the Apopka Progressive Senior Citizens Club for many years and served as the club's business manager for a number of those years. In 1969, Alonzo ran and was elected to the Apopka City Council representing District 1 from 1970 until his retirement in 1994. During his tenure he was appointed by Mayor John Land to represent Apopka as a member of the Lake Apopka Natural Gas District Board and serve concurrently while on the Council for 24 years. Alonzo Williams achieved the significant milestone of being Apopka's First African American Elected Official and the City dedicated Alonzo Williams Park, located on M.A. Board Street in Alonzo's honor. Commissioner Williams passed away on January 9, 2024, he is survived by his wife Betty, sons Alonzo, Robert, Tony, daughters Faye and Latricia, brother Robert, as well as several grandchildren, extended family and friends. We gather here today Wednesday, February 7th, 2024, at the City Council meeting to honor his memory. Now there for I, Bryan Nelson, Mayor of the City of Apopka, Florida, by virtue of the authority vested in me, do recognize, Commissioner Alonzo Williams Jr. and ask all citizens to join me in honoring his memory for his devotion, dedication, and contribution to our Community. Thank you.

PRESENTATION

1. 2024 Apopka Proud Concert
Presented by: Radley Williams, Recreation Director

Radley Williams, Parks and Recreation Director, said I am to announce we will be working with the Mayor's Office to bring back the 2024 the Apopka Proud Concert. The 2019 event was well attended and we are excited to be working on this to bring it back to the Amphitheatre this year. We have invited John Anderson and Sawyer Brown to return. You can circle the date as Saturday, October 5th, 2024 and we will have further details soon. We are working on sponsorships and the final event detail plans to get out to the public.

2. Northwest Recreation Complex Athletic Fields Update
Presented by: Radley Williams, Recreation Director

Radley Williams, Recreation Director said we have had some public outreach and comments on our Northwest Recreation Complex Athletic Fields, so I felt it was appropriate to bring it to Council to give an official update on our athletic fields out at the complex. We want a year-round, annual, year around maintenance program. It's developed, executed and managed by a park superintendent. He does have additional, professional expertise provided through our third-party contractor, PPM. The contract with PPM brings their expertise in the athletic turf industry

and they have top relationships with fertilizer and chemical manufacturers that will come visit our site throughout the year. They conduct studies specifically on turf, so if we have an issue with a specific area of the field, they'll come out, take a core sample and bring it back to the University, do a study, and give us our next best steps to address our issue that we may have. Part of the plan goes on throughout the year, through different phases, it includes the following cultural and maintenance practices. Fertilization and weed control, slicing, verti-cut and aerating, which are all methods to break up compaction on the fields. As the fields are used day after day, the foot traffic, the mowers, those types of things compress the soil. The turf needs room to grow through the soil. Those methods help to break up that compaction. We will also do several types of top dressings to help the fields. We have discontinued maintaining the ryegrass. We will continue to evaluate our operation and look at ways to improve the complex in a variety of ways. We have additional next steps for a maintenance program that includes our bi-annual grading and photo documentation. We took overhead shots in January and will regroup and take new photos in July, so we will have a winter season and coming out of summer comparison. This will help us assess our maintenance practices to see where we are at, or anything needs to be changed or addressed. We are looking to improve our assessment of hourly usage data on a per pad per season basis. It is very important to fully understand how much activity we have on the field over the year. We will continue our rest and maintenance periods throughout the year and we are also including some periods on select fields throughout the growing season. We are finalizing our bid and documents to install 2 new fields. We are working on ideas and possibilities to increase additional areas in the park for public walk up or when the fields are closed, give an outlet for someone to be able to run around on a field. We are reassessing our budgetary needs. Our partners and contractors have approached us about potentially adding some additional top dressing. The areas that have been issues we have cleaned them up. We have solid consistent turf throughout the fields. We have visited other surrounding parks so that we can benchmark our practices against what else is out there. Every complex deals with issues of weeds, bare spots, and repairs needed. We have areas we are still working on. Any questions, concerns, or comments? **Commissioner Becker** said from the presentation, the first table you showed and going through the different pads, its safe to say that expectation should be every single pad is a grade B or higher. None of the hours went over 600 with the exception of pads 9 and 10. So the expectation is a grade B or higher. **Radley** said correct. To get to the A level, that's where we look at usage times and as you saw, pads 13, 14, 15, and 16 they fall under that 200 hour and those fields we were able to grade an A. B should be the target, but we will slip to C sometimes, due to weather, extra use put on the field, or depend on a variety of things. We went from a very dry summer, drought issue to a very wet winter. A and B is where we would like to live. D is where we close a field. **Commissioner Becker** said I just thank you and the staff meeting last week. It wasn't an easy conversation. There was some pride of ownership, pride of use, dialogue of going back and forth. Thank you for getting to a point where you walked the fields Friday and got to a space where they could get their practices started going again. This is helpful for the general public to see because its not just the Soccer Club. We have heard from other people talking about some of the recreational fields and things like that. It's good to be able to point to say, you can quantify what you're trying to get to in terms of field quality.

Radley said as I mentioned, our park superintendent is ultimately responsible for the care of the parks and athletic fields. We have resources that we are bringing in to help assist with that. His

assessment has a lot of value, but we also need to value the assessment of our third party to come in and do a grading system, our grading system, and our athletic division, who utilizes the fields can grade them as well. There is always a push pull between athletics and parks because athletics wants to use the field year around and parks has to try and maintain the field year around. So, there is always that back and forth. We have taken steps over the last year and half to start implementing some of these changes, such as field closures, maintenance times, and rest times. We didn't have those in the past. We started in incorporate some of those adjustments to help get those fields the best we can for the use that we are getting out of them. **Commissioner Velazquez** said just one question. I saw 200 hours, 400 hours, how do you keep track of those hours?

Radley said everything is scheduled through out scheduling system and we know exactly who we are putting out for our programming. Whether its our internal programming, rentals, those things are pretty easy to determine. Our tournaments we are working through still because a tournament may book 10 hours on a Saturday, but in all reality, they used 8 hours. We have other documentation we have to go through tournament by tournament to determine exactly the hours. That's how we determine the hours. **Commissioner Velazquez** said if you have an organization that has exceeded those hours, are you allowing them to use other pads? How is that working?

Radley said right now we are in data phase. I am grabbing as much information as we can. Obviously, we've graded the fields and except for one field that we put as a C, we're in the B range, pretty solid, with some localized areas. From there, we have the hours of use, we can make determinations on what we want to put our field usages at. From there, the groups that have rental space, can we give them more space? Do we need to move them to a different field? Do we have another field available? One of the things we talked about through this process is that we have 16 pads out at the field, but that doesn't mean we have 16 pads available at one time. There's going to times where we need to have a couple pads down for extra rest or maintenance. We can't be renting 16 fields at once, it's more like 13 or 12 depending on the season. Once we get the data lined up in this process in place, we will start being able to make those determinations. **Commissioner Smith** said what type of grass do we have? **Radley** said we have Bermuda Grass.

3. APD Special Needs Registry
Presented by: Mike McKinley, Police Chief

Mike McKinley, Chief of Police said he would like to take credit for this but I'm not going to. Officer Sosa came to me awhile back and asked about implementing this program in the Apopka Police Department and City of Apopka. I told him to run with it and he's done a terrific job carrying the ball and getting us to this point where we're ready to implement this program. I only have two stickers, I've ordered more so you will have to distribute them amongst yourselves to see what they look like. I'm going to hand you over to Officer Sosa.

Officer Sosa said my name is Emmanuel Sosa, I'm an Officer at the Apopka Police Department. I also have the privilege of being a Traffic Homicide Investigator, Field Training Officer and also part of the Emergency Response Team. A little bit about myself is my favorite baseball team is the Tampa Bay Rays and my football team is the Dolphins, so just a little bit about me personally. Today I will be talking to you about the special needs registry program that hopefully we can bring to the Apopka Police Department and the City of Apopka. The special needs registry program means a lot to me and hits home because I have a

lot of family members who are persons with disabilities and or have autism. On top of that, over the course of the past 6 years, in my career, we respond to so many calls for service where we are dealing with these people one on one. A lot of our calls for service thankfully have been resolved in a peaceful manner. We go into these calls for service blind a lot of the times and or with lack of information thereof. This doesn't allow us to respond to these calls with as much information as possible. A lot of the services we provide as the Police Department has to do with information that we receive from either third-party person or information that we have collected in the past that can go into our databases. Again, big thanks to Chief McKinley for allowing me to bring this to the agency and I will go ahead and start. The State of Florida this year, January 1st, has launched a House Bill that essentially authorizes law enforcement agencies to have a database for a Special Needs Registry. That is House Bill 1275. This is a PowerPoint presentation that I created its for the Special Needs Registry and it will briefly go into detail as to what we will be bringing to the City. Our goal, the Apopka Police Department is committed to the security and safety of all its residents. The more information that Officers have for responding to calls for service, the better they are able to meet our resident's needs. The program will allow the Apopka Police Department to work cooperatively with the public in order to provide safe community and reduce the chances of a misunderstanding or miscommunication during an emergency call for service. The mission of the Apopka Police Department Autism and Disability Program is to alert emergency responders such as Police Officers, Firefighters and Medical Technicians of a person of autism or other special needs in a home or a vehicle. The decal that you see enables Officers of the Apopka Police Department to be aware that there is a person in a home or a vehicle that may include, but not limited to the following: Limited communication, limited mobility, deaf, blind, intellectual disabilities, autistic, dementia, Alzheimer's disease, and have epilepsy or seizure disorders. The decal allows Officers to be aware of cues that can be present at the time of a calls for service such as, but not limited to: being overwhelmed by Police presence, reacting with fight or flight responses, not responding to stop or other verbal commands, having delayed speech and language skills, not responding to their own name, avoiding any eye contact, having sensory perception issues, and hiding or wondering off. Specifically, to hiding and wondering off, a lot of the calls for service that APD responds to is going to be a missing person. This will allow us to track as best as we can to meet the resident's needs and be able identify someone who may have wondered off from a house. Having an impairment and engaging in repetitive behavior. If first responders are able to identify that a child of adult may be experiencing one or several of these indicators, he or she then can respond in a way that best supports the individual. The Special Needs Registry is a spreadsheet that is kept by the Police Department and Dispatch Center. It's called an "At Risk Report". The At-Risk Report is tracked through our dispatch system with Seminole County. On top of the At-Risk Report, we have a separate system which is our calls for service system and there was be a hazard icon on the top right. This will allow us and dispatch to be aware of the residence we may be responding to or person we may be in contact with. There are two stickers we provide to the residents who would like to inquire about this they will either go in the front of a home or a vehicle. To participate in this program, the resident must reside in the City of Apopka, part time or full time, they must require additional assistance or consideration during emergency situation of calls for service. We are still working on being able to share this information with the Fire Department so that they can view the hazard information prior to arrival since sometimes they respond to calls that the Police Department does not. As soon as

an Officer responds to a residence or sees a vehicle with the sticker on either the vehicle or the front door, it immediately allows us to understand and know the type of situation we are going into. **Commissioner Velazquez** said thank you. I have a brother that is autistic and is an epileptic also. He just turned 69 years old and we have faced many challenges over the decades with him. When you see them, there's nothing that says they're autistic, until they start to speak. They have certain mannerisms, so this is good in the right direction. We do have some organizations here in the City that cater to the special needs. That would be a good way for you to partner with them. I am concerned about the privacy for these residents because that is important. You don't want them to stand out and be singled out. What if someone wants just a sticker to identify that they have a family member that is autistic or falls within the category that you have, but they don't want to register them. **Officer Sosa** said we as the Police Department will do our best to try to track as much as we can. If the person doesn't want to be registered it'll just be a matter of getting it approved and get them the sticker they want. **Chief McKinley**, said we are not going to stop anybody from participating in the program. Obviously, the more information we have the better we can respond to that resident and the person may need or have special needs. One of the things you'll notice is that we have two different decals. That was done deliberately because those with special needs don't always react sometimes to Law Enforcement presents as those with autism. Autism is a spectrum that affects them from birth all the way up to their entire life. Throughout those processes they can react differently depending on their age and other things. We thought it was important to distinguish autism and those residents and those cars so that there are different ways that we can approach them. I am proud of the fact that we take our autism training further above most Law Enforcement Agencies as we actually have some of the organizations that you mentioned come in during our autism training every 2 years. They actually bring autistic people into the training so that every one of our Officers have an opportunity to interact with autistic individual and try to communicate with that individual. Most of our Officers, with the exception with the most recently hired have been through crisis intervention training. **Commissioner Velazquez** said what about going into some of the communities that are Hispanic communities. You know that Hispanic communities are close net and they don't like to share too much. Is there some effort to try and get to those communities? **Officer Sosa** said one of my goals in the near future is attempt or work with a news agency to be able to advertise this information as best as possible so that we can get whoever is interested involved. **Commissioner Velazquez** said to have this in different languages because we are very popular with Creole and of course Spanish here in the City of Apopka. I really appreciate that our Police Department is making great strides in dealing with our Special Needs Community. **Commissioner Becker** said thank you for your leadership on this. I'm going to add to your point Commissioner Velazquez, I think the registry is more to the spirit of the Bill, it's called "Protect our loved ones". It's a voluntary thing right, its people that realize that you have someone with development disabilities. I serve with Quest and we serve people with developmental disabilities. We serve 500 clients. We say that autism is brand name of developmental disabilities, because that's what people know by name, but there's literally 100s of developmental disabilities that people deal with day in and day out. A lot of those are nonverbal. I can only imagine from a Police interaction when you're expecting a lot of behaviors based off of verbal command and that person is not verbal in response it can create a very unique situation. The State of Florida is 49th out of 50 in terms of funding for individuals with developmental disabilities, so anything that we can do at the City that's lower cost, but still provides a necessary service for those that do have developmental disabilities I

think its admirable. I think is admirable that you're already taking this and running with it even as this Bill is brand new, so I appreciate that. **Commissioner Smith** said Id like to commend you for taking initiate to bring this program forward. Being a former educator, I taught students with autism and with disabilities as well and was a part of establishing a program called Special Hearts Farm for those students with autism and disabilities. I think this is a great program we have and I wish you much success. **Commissioner Nesta** said just to echo the same thing. Thank you so much for this. Do not take this lightly, this is a big deal and something that is well beyond what other municipalities are doing so its very cool to be on the front line. I think people are going to start copying exactly how you're doing it too. You're building that framework that other municipalities are going to start copying. I think what we are doing is taking an individualistic and collaborative approach working with our residents as you are doing calls. I think that is absolutely incredible and we are providing a higher level of service for our residents. Two quick questions, one is when the Police Department is dealing with or have calls with homeless individuals, is there something we can bridge this program with that too? Because some homeless individuals have similar issues. They may not have a sticker but within your own database it states that they have some tendencies or on the spectrum.

Chief McKinley, said most of our officers are familiar with our homeless population because we encounter them and most of us understand what most of their mental disabilities are. We can look at some way to interact, we have constant contact with them. We know those that suffer from mental incapacitation or mental disorders. We will look at something to try to address that. **Commissioner Nesta** said and two, I know this is the Police Department's program and you guys are very proud, to partner with the Fire Department as well, because they are working with similar individuals. **Chief McKinley**, said we are working with the Fire Department as Officer Sosa said. We are working on making sure the same information is in their database. In addition to Officer Sosa coming up with this program, he has also volunteered to maintain the program, so kudos to him for everything that he is involved in.

Commissioner Nesta said can a nonverbal communications card be created, because please go forward with that. In addition to that, what kind of additional funding is needed to market this correctly? How can we get this out and really market to individuals specifically?

Chief McKinley, said we are going to use the City's social media to get this out there. I have had the Apopka Chief reach out to me about the project. I think we will continue to have media outlets want to cover what is going on here. Again, it's not much necessarily about the coverage, it's making sure that we provide the right service to our residents who suffer from some type of disability. We will do our best to get it out. We will work with Commissioner Becker, with his organization and use that, the organizations that come and teach us for our autism training, we can work with them to make sure its out there too. One of the biggest challenges is going to be that our database only covers the residents of the City of Apopka, so we have to restrict it to the residents of the City of Apopka. I suspect that all Law Enforcement agencies with the new Bill are going to come out with similar or alike projects.

Commissioner Nesta said if there's any additional funding that is needed to market this properly, if you feel like there's any outlets that we are missing, let us know. This is a great program. **Mayor Nelson** said before I became an Elected Official, we looked at the Police brutality under the Citizens Review Committee for Orange County. I will never forget, we had an individual who was a grown man but had an elementary IQ. His mom would lock the house at night to make sure he didn't get out. Well one night this individual got out of the house and started wondering the neighborhood of houses somewhat similar. Somehow, he figured out he

was lost so he went to the first house that looks like his. He went to the front door to open it and it was locked. He starts to panic and pull on the door. The lady behind the door panics and calls 911. Once the Officers arrive they came barreling up to the front door and this individual, the only way out was right down the same path the Officers were going up. It's the middle of the night, they think it's a bad guy and they took out the batons and knocked him to the ground. We looked at it and said "What could the Sheriff's Department do to help with a situation like this?" Twenty years ago, we came up with a wristband that was a precursor of what you're doing now. The wristband would let you know that he was challenged, the Officer's would've treated this individual different. It's a great program. In my mind, I go through that every time I hear something similar. I remember that. The Mother and Son came to this Hearing that we were putting on and we said "Ma'am, as much as this could've been a tragedy, the Officers had every right to do more than they did, but we have to fix this". That was what we came up with was the wristband. This will take it to a whole other level that I am really proud of what you have done. Thank you for doing that.

PUBLIC COMMENT

Andrew Reyes – Owner of The Oak said I want to give you a quick recap about my event series that I ran last year of 2023 recap and the success that was behind that and give you a precursor to same event series that I will run this year. My goal with my company is to create an atmosphere and opportunity for the City, for the community, and surrounding communities to create an opportunity for an active lifestyle, a healthy lifestyle. I've created an event series that throughout the entire year from March thru December there are six different events that are unique to themselves to unique to the next. Within City limits, people can come, be active, and sign up for a workout event. One of our most successful events was our Turkey Trot in November. We had the 12k at Christmas. All the events from 2023, we had over 200 people registered and show up the City parks. A specific thank you to Radley Williams for the program that your team is running right now to maintain the pads. The next event we are running here in March is the season opener and we will be utilizing one of the pads that he mentioned. Thank you to Radley and his team. This next year we have all the same events that we will be doing again. The first one is March 8th, it's called The Oak Challenge. It's open to everybody and open to the public. We have one is March, May, July, September, November and December. I'll be back discussing the rest of those. The reason I made this event series is to have active events within the City limits. I'm trying to create this for this Community.

Commissioner Nesta said the March 8th event, what does that entail? Is that a race? Or a run?

Andrew Reyes – Owner of The Oak said it is not a run, it's a workout event style. There's running involved. My goal is a full fitness challenge. There are dumbbells involved. There's running involved and a variety of movements. There are exercises combined with running is my shortest version of explaining that. Of the 6 events, the first 3 events I host are going to be more of a workout style and the latter 3 will be races. Hopefully this appeals to all different types of people. As a fitness professional, my goal is to appeal to all different levels. I'm not expecting you to only be a top athlete. I want you to be able to participate in these events. I really want to encourage a healthy lifestyle for any level, any age.

Commissioner Nesta said where do we go to sign up?

Andrew Reyes – Owner of The Oak said it will be on my website. Theoakcommunity.com. I will see you all there, signed up, and ready to go.

Nikki Maguire, said do you remember the days when you used to play outside and had a blast until parents came looking for you because it was dark outside? It was a little after the Dinosaurs and before the video games and social media. I am almost 50 so of course I remember. I am here today to tell you to save the date for May 11th to have outdoor fun at Naomi Kids Free Annual Fun Day. It will be held at Kit Land Nelson Park, we moved the date up to beat the Hurricane Season. Last year we had to reschedule due to the bad weather. Naomi Kids will be celebrating 10 years of helping local families here in Apopka. This event, we will be giving away bicycles, helmets, and toys, plus more games and activities than last year, including a dance competition. We still need more vendors and sponsors. Please email events@naomikids.com or call 407-883-5585. I want to take this opportunity to thank each of the Commissioners up here, Sgt. Wiggins, Apopka PD, Captain Holderfield, Fire Department, our team of volunteers, and to everyone that has helped to make this year's event bigger and better than last year.

Rod Olsen – 3156 Rolling Hills Lane, Apopka, FL 32712, said thank you for Saturday Sounds, it was an incredible event. A special thank you for Commissioner Becker for bringing Central Florida Soccer Club, Nashi, Chuck, Radley and Donnie together. We had a very fruitful meeting last week. Certainly, there has been more work done on those field in the last 10 days, than in a long time. They are really coming around and I appreciate the commitment you guys have and moving forward. Good news is that it is being done, the bad news is that it takes a squeaky wheel to get the grease. I look back in my notes and I've talking about this for a year. I'm very optimistic about the future and what we are going to be doing. The importance of having Central Florida Soccer Club is demonstrated by this. If you take a quick look at other clubs they spend on average 22 to 25 in fees, 350 in uniforms, 855 in additional fees, for a total of 3340 dollars as an average for those clubs. Central Florida, one of the top clubs in the State, is only 1445 for fees, 250 for uniforms, there is no additional fees, for a total of 1620 to join. Another club for our children is double to go elsewhere. In addition, Central Florida offers 300-dollar discount for both returning players in addition, 100 dollars off if paid in full up front. When you look at our fields, 2006 we had 35,853 residents in Apopka, according to the internet, we had 16 pads. At the end of 2023, we had 58,293 residents in Apopka, which equates in today's world, 26 pads in order to treat the same number of people. We need to move forward on getting more fields so they can be properly rested. It's important that we keep this club viable. Signage is very critical. When you see a sign that says "Field Closed", that field should be closed, but there are people on it. It is important to have Rangers and Park personal to take care of business. Its important that the signs match. If there are people on the pads then the signs should not be up.

Leroy Bell, 2308 Blue Meadows Ct, Apopka, FL 32703 said I see you are paying a tribute to Mr. Alonzo Williams that used to be the City Council. Just a few weeks ago we laid my Mother to rest. Then there was mockery of my Mothers funeral. There has been nothing done to help the people of South Apopka.

Ace Woodham, 47 E Magnolia Street, Apopka, FL 32703, said we had 4 ball fields at the corner of Martin and Park Ave. The lights are still there. They took the fields down, tore the concession down, and now we mow it on City time. Those would be good ball fields to practice on. We had Edward's Field that was a ball field from the 1920s, which was also torn down. If you grew up in Apopka, you probably played your first ball game there. We also have ball fields at Lorenzo Williams Park. Do we use them? Does are Little League Fields use them? We have soccer fields and ball fields down there. What I'm saying is there's ways to handle things rather than abandoning it. You don't have to take the history of Apopka and throw it in the trash can.

Albert McKimmie, 3607 Golden Gem Road said recent events have again reduced the credibility of this administration. Over a year ago I challenged the then City Attorney over the First and Fourth Amendment Rights to be securing our persons and papers when visiting City Hall. Now the results can be viewed all over the internet of just how incompetent this City Administration is. This Administration continues to violate our rights. Bryan Nelson refused to allow us to table a resolution on today's agenda regarding the validity of paperwork for two candidates running for Election. I look at the Agenda today and I see very little on it, yet we were prevented from appearing today with a presentation. Mayor John Land has already set precedent in respect to judicial evaluation, when he brought Bill Arrowsmith's candidacy for review. We have asked this Administration to seek the same for Nadia Anderson and Eric Mock and have been ignored. If our group sought judgement against the City we have been quoted 50,000, a sum we cannot afford. If I personally raised an action against the City it would only cost hundreds of dollars, but it would expose me liability for any costs incurred due to my lack of experience and knowledge. The Public is demanding that you take action on our behalf. All we are asking is that you table a motion and take a vote on what action the City needs to take on our behalf.

The 2650 Foundation, said today I stand before you on behalf of The 2650 Foundation Incorporated. 2650 is Austin's badge number. A solemn tribute to the enduring legacy of our Son, Apopka Firefighter, Auster Duran who tragically lost his life in service to the City. Our foundation is dedicated to upholding Austin's vision, striding to impact future generations. The 2650 Foundation is taking concrete steps to fulfill Austin's vision. This year we are proudly to announce we will be awarding 3 full scholarships, working with Apopka High School and Wekiva High School, we will send 1 graduating Senior to the Fire Academy, Firefighter Minimum Standards and another Senior to EMT School. Additionally, we will send Firefighters to Paramedic School in order to foster the next generation of Austin's Army. Also, we are investing in the Apopka Fire Department by sending 6 Firefighters to technical certification training in vehicle machinery rescue operations, VMR. Our commitment does not end there. On March 16th, we will host a mental health fair at the Orlando Firefighters Union Hall from 10AM to 1PM. This event aims to provide education, speakers, and even physical Yoga sessions, and offering tools to manage trauma base stressors on the job. You are all welcome to attend. I would also like to thank this community for your commitment and continued support of Austin's Foundation. Without each and every one of you, none of this would be possible. I am proud to consider this community our members of Austin's Army. In honoring Austin's memory, the 2650 Foundation strides not just to speak, but to act.

Commissioner Velazquez said I just want to say thank you Mike Duran. I know this has been very tough for you and your family, but you have given so much to our community even as you grieve the loss of your Son. Sometimes you come up and we say nothing and we sit here in silence, but I want you to know that we always leave this dais always with your Son in our thoughts. I want to thank you, his Mom Gail and his Sister Ciara for all that you do in our community to continue to keep his memory alive.

Commissioner Becker said I won't be silent either and that we love you and others will benefit from Austin. It's clear that you all will continue to provide that benefit, so we love you.

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.
7.
 - a. **Mayor Nelson** asked if anyone had any questions about any items on the Consent Agenda.
 - b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion to approve the Six (6) consent agenda.
 - c. **Motion by Commissioner Nesta** and seconded by **Commissioner Velazquez** to approve the Six (6) consent agenda items.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

BUSINESS (ACTION ITEMS)

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

Jean Sanchez, Senior Planner said this is a request to approve the Apopka Townhomes Plat. She explained all the details listed and said the access of the development in on Sixth Street. The Plat is consistent with the Construction Site Plan approved by the Development Review Committee on October 6th, 2021. The DRC recommended approval at its meeting September 12th, 2023. The Planning Commission unanimously recommended approval of the Plat. The recommended motion is to approve the Apopka Townhomes Plat. Staff is available to questions.

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

Commissioner Nesta said do you have a timeline on this project? **Jean Sanchez** said this project stopped work for about a year and then picked back up. I don't know the reason. **Camille Lewis, Hannible Square Community Land Trust, 2265 Lee Road Suite 117 Winter Park FL 32789**, said we did the groundbreaking in July. We are working to get that project started in the next 30 to 45 days. We were hoping to get everything approved for the Plat. There was a concern that we would not be able to get the building permit turned in in time with this Plat process in order to not have to make any changes. We were able to get a place marker for the building permit. We were delayed about a year prior to due to the School Board concurrency issue. We are now excited and ready to go. **Commissioner Becker** said all environmental required environmental studies have occurred on the property correct? **Jean** said yes Sir, that is correct. The Construction Site Plan came with all the studies for this project. If you look at the aerial now, there was something approved on there, some starting of an infrastructure. It's my understanding that Public Services had to do somethings for them, but other than that it's ready to go. **Commissioner Becker** said I just wanted to put on the record that any and all environmental prerequisites were done and satisfactory to the progression of this business. **Jean** said that's correct.

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

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

Jean Sanchez, Senior Planner said this request is to approve the Kelly Industrial Park – Major Development Plan. The Major Development Plan proposes the development of 7 buildings totaling over 1.5 Million square feet per warehouse and other industrial uses, as well as 146 space trailer parking spaces. This serves as the industrial portion of the Wyld Oaks Development. The applicant is providing 456 parking spaces including 19 accessible spaces. For phase 2, 190 parking spaces, and 8 accessible spaces are required while the applicants providing 434 spaces, including 10 accessible spaces. Phase 3 requires 184 parking spaces and 6 accessible spaces whereas the applicant is providing 214 spaces, with 10 accessible spaces. I dry retention pond will be developed in the first phase and positioned on the eastern portion of the project site adjacent to SR 429. At the Planning Commission Meeting on April 11th, 2023, the commission granted a variance to allow a maximum building setback of 94 feet, in leu of 20 feet from Sadler Road and 203 feet of the building setback in leu of 20 feet from Golden Gem Road. The DRC recommended approval at its meeting on January 9th, 2024, the Planning Commission unanimously recommended approval of the Kelly Industrial Park – Major Development Plan. The recommended motion is to approve the Major Development Plan. Staff and applicant are available for questions. **Commissioner Nesta** said is this development responsible for the Sadler Road extension all the way to the 429 or not responsible for Sadler at all? I get confused as to which developers are taking which component. This is still part of Wyld Oaks correct? **Jean** said correct, this is the southern portion. **Pam Richmond** said the Wyld Oaks has to build Sadler Road for them. They can't do anything until the road is in. I think their agreement between the two was that Wyld Oaks would put the road in and then they will move forward. **Commissioner Nesta** said my other question is that Northwest little piece that is not included is there a plan for that in the future? Will it always be green space? **Jean** said it has been removed from this project boundary. There is a plan for Wyld Oaks, but I do not know at this time. The applicant hasn't revealed what the end user will be.

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

Albert McKimmie, 3603 Golden Gem Road, said just a question regarding the extension to Sadler Road. My understanding is that the extension to Sadler Road would go under the 429. If it goes under the 429 and connects to some other roads, as an industrial development, how are we going to justify what's going to happen with large vehicles that will not be able to go under the 429? What will happen to them while in the process of that being fixed? We are going to increase the traffic to Golden Gem Road without any other subsequent access or egress to it. **Pam Richmond** said I have a Pioneering Agreement in place and as you remember there is a series of grid roads and Sadler Road is one of them. The developer known as Wyld Oaks, is building Sadler Road from Golden Gem to the 429. As far as trucks being able to go underneath 429, when they finish the road, there's plenty of clearance. The segment of Sadler from 429 to Plymouth Sorrento is under design by the City right now. I'm hoping the pieces all sync up at the same time, then we will have a connection from the existing piece of Sadler, west of Golden Gem all the way over to Plymouth Sorrento. She said Wyld Oaks has been delayed just a little bit due to them

doing things related to Land Development Code and site plan changes. The pieces all have to work together and the road needs to work with them. It is my expectation that we are all moving as fast as we can and we will get that road in place.

- b) **Mayor Nelson** asked if anyone else had any questions for Jean or if anyone from the public wanted to speak about this item.
 - c) Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Major Development Plan for Kelly Industrial Park.
 - d) **Motion by Commissioner Nesta** and seconded by **Commissioner Smith** to approve the Major Development Plan for Kelly Industrial Park.
 - e) **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.
3. Re- Appointment of a member to the Apopka Planning Commission for a three-year term
Presented by: James Hitt, Community Development Director

Jim Hitt, Community Development Director said this is for reappointment of Howard Washington to the Planning Commission. I want to mention that I missed last year for his re-appointment, he is fully aware of that. At this point he has another two years then hopefully he will stay on board because he's been a very good addition to the Planning Commission.

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

Commissioner Velazquez said before they come up, how does the Charter read? I know when we initially have an opening we put out a notice for interests by any of our residents correct? **Jim Hitt** said correct. **Commissioner Velazquez** said so when they are reappointed, is that opportunity open to the Public or is it at the discretion of the Chair to just reappoint the person. **Jim** said it's at the discretion of the Chair and then it's formalized with your vote. Typically, if there's any issues, Planning Staff would make some recommendations for either replacement or consideration for somebody. **Commissioner Velazquez** said one of the questions, after I spoke to you, was are there any term limits for these advisory board appointed? **Jim** said no, they can keep serving. Jim Green was on there for 12 to 15 years. **Commissioner Velazquez** said I personally have said. I do watch the P & C Board and so I have some concern when it's a seventh member and I see that some members are not at the meeting. **Jim** said we are doing an update on the attendance for the last one from April and we are getting the rest of this last year for attendance. We have 3 more appointment coming up or re-appointments coming up around July / August. **Albert McKimmie** said is the position of an appointed Commissioner any different with regard to Florida Statutes than one who is voted on? **Attorney Shepard** said are we talking about an appointed member? The difference is a pretty broad question, but if you mean in terms of application of Sunshine Law and Public Records or ethics the answer is no.

Mr, Shepard went on to say if you mean in other ways, then yes, they don't get elected they are appointed. They typically serve at the pleasure of the Council and so on. Does Sunshine Law apply? Yes. Do Public Records apply? Yes. Do Ethics Laws apply? Yes. **Commissioner Velazquez** said do they have to as we do up here have the ethics training? **Attorney Shepard** said they do not have to have the 4-hour ethics training, but its highly recommended that they do. **Commissioner Velazquez** said is that something that you would require Mr. Mayor? **Mayor Nelson** said I don't require it. **Attorney Shepard** said the primary thing is that they understand Sunshine law and public records. The ethics part is important too because they could be receiving gifts that need to be reported and need to know what gifts they can't take. Primary its to keep them from violating the law because they don't get Sunshine and public records because they don't understand things about emails and text and all that. That training they should all get even though it's not required.

Rod Olsen – 3156 Rolling Hills Lane, Apopka, FL 32712, said I serve as a volunteer with Howard Washington, you can't find a finer gentleman. Thank you.

- b) Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to Re-Appoint Member Washington to the Planning Commission for an additional three-year term.
 - c) **Motion by Commissioner Velazquez** and seconded by **Commissioner Nesta** to approve the Re-Appointment of Member Washington to the Planning Commission for an additional three-year term.
 - d) **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.
4. 451 Commerce Park Transportation Impact Fee Agreement Amendment
Presented by: Pamela Richmond, Transportation Coordinator

Pam Richmond, Transportation Coordinator said on September 7th, 2022 meeting, Council approved a Transportation Impact Fee Credit Agreement with the developer of this site, Arrowrock. The plan was to make improvements to Marshall Lake Road. They were going to pay 616,000 dollars in transportation impact fees. At that time, we thought the improvements would be about 475,000 dollars, but we wrote the agreement loosely because we've learned our lessons before. The terms of the agreement require us to put a 15% contingency on top of everything else. When we thought the costs were going to be 475,000, we just rolled everything up to the 616,000 and the contingency. What we found what was I did not expect. There is a water line out there and it was buried barely below the surface. I talked to Deo about it and we decided to do it the right way. We are going to bury the water line. It's about 130,000 addition to the project. It brings the project cost up still below the 616,000 in impact fees, but because of the condition in the agreement that says I have to have a 15% contingency, that is why I am asking you for additional money. I do not expect to use that money and Deo has graciously agreed to pull 130,000 out of his budget to fix water line so it really doesn't affect the transportation impact fees.

Due to the conditions in the agreement that was signed I have to add money to this contract. So, I'm asking you to approve the change to the budget even though I don't expect to use that money.

- a) **Mayor Nelson** asked if anyone had any questions for Pam 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 approve the 451 Commerce Park Transportation Impact Fee Agreement Amendment.
 - c) **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez** to approve the 451 Commerce Park Transportation Impact Fee Agreement Amendment.
 - d) **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.
5. Youth Sports Partner Program Agreement – Apopka Little League Inc.
Presented by: Radley Williams, Recreation Director

Radley Williams, Recreation Director said I'm hear to present the Apopka Little League Youth Sports Agreement. The Parks and Recreation Department utilizes a methodology to consider potential recreational programs and partnerships. Those are categorized in three different areas; field rental agreements, agreements established by individual renters or groups looking for multiple fields, seasons of play, and days of time. Rental rates will apply for these agreements and will be based on field availability and space. We also have partner programmers. These are agreements in which the City is interested in partnering with specific programmers or providers to provide group lessons or instruction. These agreements typically apply in 80/20 revenue split on program participants, between the City and programmer. We have partner programs, these are agreements with athletic and sport organizations to organize and run affordable low entry barrier sport leagues and athletics and sports which the City currently does not run with City Staff. These agreements are most often with non-profit organizations that are part of a larger National sectioning body, i.e. Little League, and may have a mix of field rental rates or 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 their 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, 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 3 years. In addition to their Spring and Fall leagues, Apopka Little League often volunteers to host post season tournaments at Summer time at the Northwest Recreation Complex which of course brings families from all over the Central Florida area and the State of Florida to our amazing park. 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 programs for the youth. President of the League, Gary Odom apologizes for not being here, but he is actually a volunteer now as a crossing guard and school has been let out. Kenny Smith is here. It's a great partnership and we are excited for new seasons to come.

Commissioner Nesta said as an Apopka resident for so many years, I was in Little League myself a year or two ago and it's cool to see a lot of my friends that I also met through Little League are now volunteer coaches as well. It's a great program.

Rod Olsen, said I want to point out that it's a wonderful program there's no question about what the Little League brings, but the Little League is paying 8,000 dollars a year, Central Florida Soccer Club is paying 51,000 a year. Both programs serve about 350- 400 students and a vast majority are Apopka residents. We must look at doing something about these rates.

- a) **Mayor Nelson** asked if anyone had any questions for Radley 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 approve the Youth Sports Partner Program Agreement – Apopka Little League Inc.
 - c) **Motion by Commissioner Nesta** and seconded by **Commissioner Velazquez** to approve the Youth Sports Partner Program Agreement – Apopka Little League Inc.
 - d) **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.
6. Proposed Investment Portfolio Composition by Security Type
Presented by: Blanche Sherman, Finance Director

Blanche Sherman, Finance Director said on October 18th, the City Investment Advisor, Morgan Stanley, Mr. Glenn Scott presented to you the proposed changes and revisions to the City's investment policy for review and consideration. On December 6th, the Council approved Resolution 2023-40, amending the Ordinance 873, amending and restating that investment policy. Today we would like to present to you Morgan Stanley, Mr. Glenn Scott, an investment strategy based on the current holdings, our policy restrictions and the long-term goals for consideration.

Glenn Scott, Morgan Stanley, said at the end of the year, here are the balances in the three major overnight accounts that the City has and their corresponding interest rates, which are correlated to the Federal Funds Rate. You implemented the new investment policy, so now we are taking a look at where we are with markets and coming up with steps to transitioning the portfolio to have a little bit more diversification. Particularly in terms of duration, in terms of how far out are you investing. The reason why you would want to do that is if interest rates start going down you want to have some protection to the income stream. This portfolio right now while it's achieving a very good yield, it's doing a good job generating interest income for the City. You're in a good spot. The issue is you want to start pushing a little bit of money out and protect yourself against a decline in interest rates and try to preserve that revenue stream. (Mr. Scott goes over and explains presentation).

Commissioner Nesta said I appreciate you putting this together and thank you for acknowledging our time. I think it is really important for us to take this into account for what the City is going through right now. We have a lot of Cap Ex projects coming on the Horizon too so I'd like to figure out how we can pay for those without going too much into debt. Walk me through the Q1, we are pulling funds from our two bank accounts, Seacoast and Synovus to move into treasuries. What type of time horizons are you expecting to put those into. **Glenn Scott** said we will latter out starting at about six months in the shorter-term instruments to so away from the treasury some of the commercial paper which are direct investments. The shorter-term investments will be in the commercial paper allocation, but the longer-term ones, the US Treasuries will start about one year and go out to about three years. **Commissioner Nesta** said what type of returns do you expect for this? **Glenn Scott** said it's very difficult to say as it's moving around quite a bit so it's actually going to be lower. He stated the markets are very efficient in looking forward in time and establishing prices that are rational. Overnight rates are higher than long term rates it's an inverted yield curve. The only reason why that exists is because everybody is betting where the markets set up to an anticipation that the FED is going to start cutting interest rates and pretty aggressively. People jump ahead and bid down the yield by raising the price of the bond the yield is inversely related. So, the yields on bonds that you can invest in goes down because everybody's trying to get money out of cash now and lock in rates before the FED starts cutting. It will be a drop and that's a little bit of a balancing act so the analysis we do is if we leave the money in the bank and what's the expected schedule of cuts the FED would do, because in the case of the Synovus, they're actually paying you a rate that is established directly by a mathematical formula based on FED funds. That's a great deal. It's a very competitive offer that they are giving you. We can look at how many cuts are anticipated by the markets and then we say okay if we buy the treasury today what point in time in 2024, 2025 does the City get ahead of itself, in terms of its total interest income over that period of time. **Commissioner Nesta** said what is the total amount that we would be taking out of Seacoast versus Synovus? What is our total? Because we have 38 Million. **Mr. Scott** said just under 30 Million from each. **Commissioner Nesta** said on December 6th, when we were finalizing our investment policy we had a lot of misinformation going out and a lot of our banking partners came and thought we were moving money that day to you guys, but that wasn't the case. It was clearly inaccurate. I'm happy to hear that that isn't the case. We want to still partner with our banks that are here and they're giving us great rates too, so I want to make sure that we are being good partners in that. **Commissioner Smith** said is the percentage, rate as which the banks pay on monies invested depending on the amount of money placed in that particular institution? **Mr. Scott** said to my understanding there is no requirement from the bank to you to deposit a specific amount to achieve the rate they are offering. That is a rate independent of how much you place in the bank. There is no penalty for changing the amount. That is my understanding. **Blanche Sherman** said when we transferred the funds to Seacoast, they can possibly affect their rate if we take funds out of there, because they wanted that commitment of those funds that were being transferred there to give us the rate that we have. **Commissioner Nesta** said I spoke to Seacoast bank and they echoed the same thing that you said. I want to make sure that we are not moving money tomorrow, which we are definitely not and with our new policy in place it would still have to come back in front of us.

Although we may be saying it looks great let's move forward it would still have to come back for approvals. **Blanche** said that's why we are here today. Today is the approval. We are here today to ask for that approval. We have a phase then approach. How you want to handle that as to what is planned for the first quarter. If you want to split that approach, slow it down, that's why we are here today. How do you want to handle it? This is what they are proposing to do over the next two quarters, but if its something where you want to take the first quarter and break it in half and come back before we do anything for the second quarter then that's what we are here to talk about today. **Commissioner Smith** said so according to this chart, Seacoast is going to go from 38 Million to 5 Million. **Blanche** said then after the first quarter, Seacoast, we are planning to move out 28 Million for the first quarter, that would take them down to 10 Million. **Commissioner Smith** said then after second quarter they go down to 5 Million. **Blanche** said yes Sir, they will go down another 5 to 5 Million. **Commissioner Smith** said so accordingly that will then affect the interest rate. **Blanche** said potentially. When the funds were transferred from One Florida Bank to Seacoast, they did stipulate that if you do this, then we will give you this rate. **Commissioner Smith** said but if we approve this and we don't have an answer to that question.... then Commissioner Nesta asked how much will we be moving? And the response was approximately 30 Million and when I look at Synovus, we are actually by the end of the second quarter will have moved 54 Million. **Blanche** said for the first quarter it's a total of 74.7 Million from the QPD's into the allocation between as listed. **Commissioner Smith** said we also do not have the answer by Synovus as to whether or not that's going to affect that either? **Blanche** said no and again this is just a suggestion in order to reallocate to bring out diversity in our portfolio to other financial instruments and investment instruments. Again, we can split the first quarter, phase it out however you're comfortable, follow up and get additional information from Seacoast. Whatever approach you want to take. **Commissioner Velazquez** said so if you split the first quarter how much would that be? **Blanche** said so half of 75? 35 to 38 Million and just split everything in half. Instead of taking 16 out of Seacoast, we'll take 8.3, instead of 28 Million out of Synovus, we will take 14. **Commissioner Velazquez** said you as the CFO, what do you feel comfortable with? **Blanche** said me as the CFO, I think splitting it would be fine. We have to diversify at some point. The impact may not be what you think its going to be. It may not be higher because we have good rates with our local banks. They are standing up for us, no doubt. If you want to diversify this portfolio and you want to take some risk and some long-term investment, looking for that long term gain, this is the approach. I think we need to take as you and I discussed, some baby steps towards that and monitor it very closely. At some point we are going to have to take a step. **Commissioner Smith** said that not knowing the answers to my two questions from those two institutions, then I will be asking that we cut that in half. I would like for us to do half. **Mr. Scott** said Commissioner I think you raised a good point. Perhaps we can go a little further and make it more contingent such that, if we identify any rate change as a result of the withdrawals from Seacoast that we take that into account and adjust downward; because of the negative impacts on the interest rate. **Commissioner Becker** said based off of our investment policy vote I'll table my thoughts until after I hear from the Chair and public comment. **Commissioner Velazquez** said I said with the CFO yesterday and I really appreciate how you broke this down for me.

I'm not as knowledgeable as our Vice Mayor, but I just wanted to know how you felt about this investment and doing half of what you're doing now. It is important for us as we are growing as a City and we have very big projects coming up. I feel like by diversifying out our finances would give us that much more so that we can spend without having to go into debt. I'm actually for doing it in half.

Discussion ensued and this Agenda Item was tabled to a date certain of February 21st.

- a) **Mayor Nelson** asked if anyone had any questions for Blanche 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 approve the Proposed Investment Portfolio Composition by Security Type.
- c) **Motion by Commissioner Nesta** and seconded by **Commissioner Smith** to **table for two weeks**.
- d) **Motion carried unanimously**, with Mayor Nelson, and Commissioners Becker, Nesta, Smith & Velazquez voting aye.

PUBLIC HEARING/ORDINANCES/RESOLUTION (ACTION ITEM)

1. Ordinance Number 3041- Quasi- Judicial- Change of Zoning – 135 Hermit Smith Road – Item was readvertised 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 Jun Ik Sohn, Ph.D.
Presented by: Jun Sohn, Planner

Jun Sohn Planner said the item has been requested for continuance as it was re-advertized Ordinance No. 3045 on January 26, 2024. The First Reading will take place on March 6th, 2024.

- 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 move the First Reading of Ordinance Number 3045 to March 6th, 2024.
- c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Nesta** to move the First Reading of Ordinance Number 3045 to March 6th, 2024.
- 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 Nesta said we are honoring and celebrating Black History Month so I am very excited about that. Is the Apopka Youth Council adding to the book that they did last year? When can we expect to be able to purchase that? **Mayor Nelson** said it will be available by the end of the week, maybe Monday. **Commissioner Nesta** said are we doing a City hosted event? **Mayor Nelson** said you should have received an email. It's called the Legends of Apopka and it will be Tuesday, February 27th, 2024, 6PM to 8PM at the Apopka Community Center. We are going to have the Wekiva High School Choir. Mark Wright is going to sing Gospel tunes for us. We are going to invite all the families of the 29 people that will be in the book here soon. Books will be on sale for \$10 here at City Hall. **Commissioner Nesta** said in reference to diversity, equity and inclusion. Are there any new programs? I am switching topics here, I guess the J. Angle Group finalized some type of report. Is there a way we can get a copy of that? **Chuck Vavrek** said the federal report will not be out until in March or April. The J. Angle Group is going over policies and procedures at the Fire Department. They have a working group that involves some of the employees over there and that is continuing forward. I had a meeting with them last Friday and they were very positive of the feedback that they are getting. **Commissioner Nesta** said we can expect that end of March? **Mr. Vavrek** said they're saying March or April. **Commissioner Nesta** said are they issuing an opinion or what can we expect from them after they review that report? **Chuck Vavrek** said they'll review the report and give their recommendation from there. **Commissioner Nesta** said we have a workshop next Tuesday. I don't understand the purpose of the meeting overall and I couldn't get answers and why it's with the Planning Commission. **Jim Hitt, Community Development Director**, said one of the developers for the Wyld Oaks development in the Kelly Park Interchange has reviewed the appendix for the Land Development Code. They believe they have some changes that they would like to make to make their product work better. Staff has reviewed a third of the changes, there are some minor changes that we could see working, but there are quite a few changes that we aren't necessarily in agreement. We had a meeting with them and one of the things they mentioned was meeting with the Planning Commission and City Council. Instead of having to go through a formal meeting with all 12 members to get all the questions answered we felt it was more appropriate to do a workshop. This would allow them to present all at the same time, to all of you and this forum and allow you to ask questions and they can present. This is going to take a couple of months to go through all the changes. **Commissioner Becker** said last time there was a joint planning session like that is was when we reviewed the Land Development Code. This was the spirit of my conversation when we got that because it's a hundred and some odd pages right? There literally red lines on every single one of the pages. Some of them are less material than others but at the end of the day who's going to facilitate the conversation? Again, if its one applicant for one project I would think it would go through Staff, go through DRC, go through Planning, whatever the process is versus here its going to be one developer talking to both bodies collectively. What role is Staff playing in that conversation? To me it should be Staff has these reservations or concerns based off what the applicant is asking. Will Staff have a point of view on most of the items that are being requested of the bodies? How is that flow going to work? **Jim** said what we are looking at doing is having them do a presentation. One of the things that Staff is looking at doing is hiring a private company to go

through this form-based code. Form based codes are a little bit more detailed than just a normal code in regards to how its going to affect the overall area. We are looking at potentially hiring a private company to go through that has experience with form-based codes and the results of each little individual change that their looking at doing. That will be about a three to four weeks process in itself. We are making comments right now. We have about a third of it through and there's quite a few things that we are not in favor of the changes. We probably will not be able to present it at this meeting because its going to take a couple hours just go through what they are presenting and we only have two hours. We are not going to keep going after this. My guess is that at this stage we will have at least one maybe two more joint workshops to be able to present these changes. Some are pretty drastic, like the ten stories, I'm not in favor of that. The most we have in the downtown is like seventy-five feet. That area is not that much. **Commissioner Becker** said a lot of it has to be prioritized because when we had the joint sessions with Land Development Code, it wasn't a lot of commentary because it's a nine hundred and some odd page document and not everybody read every single word. On this one, there not equal on the changes. I would classify anything that is related to wide deviations in terms of ratio, density, or housing products in certain of the transition versus neighborhood zones, building height, that stuff is the upmost important. **Jim** said Staff is meeting again and going through this pretty diligently and right now our plan is to try to get something out to all of you either Friday or Monday. The problem is that almost every single page has something on it. We are going to have those comments columns that Staff has already made. This is just another monster development. **Commissioner Nesta** said I just want to make sure this is productive meeting for all of us. **Jim Hitt, Community Development Director**, said with the workshop it's supposed to between yourself (Mayor), Planning Commission, the developer that is doing this recommendations and Staff. What I would recommend is that if they have general comments or specific comments on different portions that they send them to Staff and then we can relay them to you.

Commissioner Smith said yesterday I had an opportunity to sit in on a transportation webinar and Dr. Jackson was a part of that webinar. There are some grant funds that are out there that we may possibly be able to get to help with transportation. I was glad to see her as a part of that and sent that to our City Administrator and he shared it and invited them to attend and she did, so I appreciate that. I went to Tallahassee last week with the Florida League of Cities and had an opportunity to meet with several of our law makers to talk about the possibility of removing the Business Tax Receipts from municipalities, affordable housing, infrastructure and septic to sewer. He said he had a great conversation with all of the law makers that he did speak with and hope they'll do the right thing when it comes time to vote. He said there will be a Black History Program that the South Apopka Black History Committee has put together that will take place this coming Saturday, February 10th from 11:00 a.m. to 2:00 p.m. at 927 South Central Avenue at the New Hope Missionary Baptist Church and you're invited.

Commissioner Becker said I didn't want to address this in public comment because I didn't think it was appropriate but I don't not want to address it. There were comments made about candidate eligibility for the upcoming election. I have received multiple emails voicing concern. I have logged those concerns over to our attorney as well. My understanding of the facts and I wont bother naming names. On one of the candidates there was a question about

form not being completed or notarized properly at the time of qualifying. It's my understanding that the Clerk reached out to the Supervisor of Elections Office, signed an Affidavit swearing to the fact that she was present during the signing of that and it was within the qualifying period. The other candidate there's documentation about address validation out in the public realm but just because it's in the public realm doesn't mean its public document. It's a non-public case filing, so there's no way on earth I would touch that. I will leave that to other parties because I don't think that's legally my job to do. Secondly, in related to a video going around on social media right now in reference to these First Amendment Audits through different public organizations. There has been question on whether people have to say their name and address for the record in order to publicly speak or sign in or show identification at the front receptionist desk. I'm not a lawyer and I don't pretend to be so I will leave that to the people of the legal minds to work this out, but at minimum there should be a standard approach to how we deal with people that come and do audits within our public facilities. It's never going to end as long as social media and these influencers are out there we are going to get these folks. It's in their full right to do these things. I just think that we should have a very standard way to approach it because the video screamed that we didn't have competency and couldn't address this person in a manner that was consistent. It should be hung right there in City Hall that way it's says we have a sign in policy or ID validation policy because we feel like we have put a security policy in place that meets Constitutional changes etc. I want to make sure we don't have a video like that that shows discombobulation.

Chief Mike McKinley said I was asked to speak on this matter. Monday, we met with the Police Legal Advisor Cliff Shepard, myself and the City Administrator to discuss this matter. Case Law is pretty clear. We can secure the facility for the safety of our employees. The signage was as clear as it needed to be. As you've notice there is new signage around the entire building as well as new signage on every City building as to what are restricted areas and not restricted areas. I am working on finalizing a City Policy that will guide our personnel on how to deal with certain situations not just First Amendment Auditors, but anybody that wants to come into a City Facility. We will have security protocols in place and those security protocols have to be followed or you don't have access to a City building. Just because it's a City building does not mean you have the right to walk wherever you want. Case Law is clear on that. We have done a lot of research and we are taking the steps to make sure our employees are protected. There's and Ordinance out of the City of Punta Gorda where they passed that you can't film employees because it's a distraction at their workplace so we are looking at that also. I'm not as concerned of the videos of our employees as I am of the videos of our buildings because that does create a potential security risk to our facility. Now you have an inside video of the layout of the building where are cameras are and the specific security features for our building. We are looking at Piggyback contracts for a security policy. We are looking at having people check in and be screened before they come into the building. If they don't want to do that that is fine we will still provide a City service to them. Somebody from the department will come down and assist them to provide whatever City services they want if an employee is available. If an employee is not available it looks like they can come back at a later time, make an appointment, or they can leave their information with the receptionist. We are in the process of making sure it is very well spelled out in a City Policy.

Commissioner Becker said last meeting or a couple meetings ago talking about the Fire Union negotiations. I think there was feedback that the new actuarial study was going to be between three to four weeks. That would put us in mid-February timeline. What I don't want to do is have this continue to fester. At what stage do we say bring it back to Council and let us just make the decision, versus having months and months of this continue down the path. I will speak for myself, we received an email from a former member asking for us to motion to bring it back to Council. I'm not ready to make a formal motion on that topic but the longer this keeps on going, what is that saying for us and the people working in that department. **Chuck Vavrek** said we did speak to Mr. Mandell today about his concerns that the Fire Department actually made the request to go to mediation. That was initiated by them. Correction, Fire Union. The mediator has made several dates and the Fire Union's representation has cancelled those dates and keeps pushing it out. His concerns were that you all do have the option to bring it back if you want to put it here, but he would say in his recommendation was that it should go through the mediator that is a third party that addresses both the City's concerns and the Union's concerns and come to a middle ground. The mediator is a professional person that does this on a day to day basis and handles those types of situations. **Commissioner Becker** said when will the actuarial study be complete. **Chuck** said Empower is who holds the funds that used to be Credential but Empower now is the company that took over and they hold all the data that the actuarial company needs. **Commissioner Nesta** said what's the cost to us, the City tax payers to go to a Special Magistrate? **Chuck** said I don't have the figure Commissioner, I can get that for you. **Commissioner Nesta** said if we go to a Special Magistrate, their decision is non-binding, it still has to come back to us, correct? **Chuck** said on anything that does not come to a resolve, correct. There were 16 articles on our side that we felt we out of line and they are saying they have 29. **Commissioner Nesta** said no matter what it has to come back to us? **Chuck** said yes.

Commissioner Velazquez said I was on vacation but I got a chance to go to the ribbon cutting ceremony for the Wekiva Culinary School. That was a very good day. We planted a tree at the Alonzo Williams Park. I received something in the mail in reference to the Boy scout Golden Eagle Dinner for March 12th and is the City planning to participate in this? The honoree is going to be our Vice Mayor, Commissioner Kyle Becker so I wanted to put that out there. Also, this is Black History Month and we did read a Proclamation for the Honorable and the late Mr. Alonzo Williams, but are we going to read a Proclamation in general for Black History Month? It will be presented here right and not at Hurricane Wings? **Mayor Nelson** said I think it will be at the 27th event at the Community Center. **Commissioner Velazquez** said it would be nice if we can recognize also for Black History Month some of our small businesses and entrepreneur that have really made big investments in our community. It's nice to recognize the legends that have had a foundation in the City of Apopka, but as we move forward and we celebrate these months whether its Black History, Hispanic, the Women's, it'd be nice to recognize the businesses and the community leaders that are helping to grow our City. **Mayor Nelson** said I suggest that we not do that. **Commissioner Becker** said I think we should do more Apopka Facts of the Day. We have a historical society that is pretty active.

CITY ATTORNEY'S REPORT

Cliff Shepard said I have learned recently about a Cyber Security Event and you don't want it. The reason I am bringing it up is not to shed any light on the party involved but to tell you that before you can blink it will be budget season again which you all love. I have spoken to Mr. Hippler about it and Mr. Vavrek about it and Mr. McKinley and I do not know what other steps can be taken to protect you but if there are steps that can be taken that are not currently taken, you definitely want to take them. It is a huge nightmare to deal with and you have limited coverage available to you because the insurance companies just don't offer a lot. A City of this size it would be a major pain in the neck. So, whatever you can do to protect yourself I would urge you to consider doing that. I plan to get to you for our next Charter Review which is Thursday, by Monday and perhaps earlier, both the Memorandum of the new Articles which are three and four plus the amendments that were requested as draft that will cover one and two. I will start incorporating the amendments. My goal is to get all that stuff to you no later than Monday, earlier if possible.

MAYOR'S REPORT

Mayor Nelson said we talked about Legends of Apopka and said that will be Tuesday, February 27th, 2024 at the Apopka Community Center. He said we'll have the Wekiva High School Choir, Mark Wright will be entertaining and we'll have the books for sale for \$10. He said Saturday Sounds was a great event and said he wished we had more families and more kids there as the band was good but the entertainment was better. He said the Charter Review will be Thursday, February 15th, 2024 and our Joint Workshop on the Form Based Code will be Tuesday, February 13, 2024 and will be joint with the Planning Commission.

ADJOURNMENT

The meeting adjourned at 4:40 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

CITY OF APOPKA
City Council Meeting Minutes
February 7, 2024

Transcribed By: _____
Jodi Wrigley, Deputy City Clerk



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 1.

Meeting Date: February 21, 2024

Department: Finance Department

SUBJECT:

Authorize the execution of contracts/renewals for the assigned terms: The Orlando Philharmonic Orchestra

REQUEST:

Authorize the execution of the contracts/renewals for the assigned terms.

SUMMARY:

The departments purchase various commodities in its daily operations including equipment, tooling, and services throughout the year. A contract shall be utilized when it is determined that the terms and conditions are complex or incremental or in any other way require a contract, they are also encouraged when applicable for operational proficiencies. Contracts are acquired under the most efficient method of purchase or best cost savings for the quantities that are being utilized. Contract renewals are requested when the contract is scheduled to expire and the City seeks to continue the terms and conditions for an additional period of time. Contractual information is kept on record with each purchase order issued.

Per Purchasing Policy 107.3.15 - Contracts:

A contract means a written agreement or purchase order between the City and a vendor detailing the legal responsibilities of both parties in the offer and acceptance of a specific act, usually for the procurement of goods, services, or construction for money or other considerations. A contract shall be used for a commodity, contractual service, construction service and/or where the City Attorney, Department Director, Purchasing Administrator or designee determines that the terms and conditions are complex or incremental or in any other way require a contract. All contracts must be reviewed by the City Attorney. Purchasing will forward all non-state affiliated piggyback contracts to the City Attorney for review when applicable. All contracts less than \$50,000.00 must be approved by the City Administrator. All contracts of \$50,000.00 or more must be approved by the City Council and City Attorney prior to the Mayor or City Administrator signing.

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 contracts that are being requested by; department submittal, vendor, description, source, and expiration dates.

Department:	Parks and Recreation Department
New Contract or Renewal:	New Contract
Contract Type:	Live Entertainment
Vendor:	The Orlando Philharmonic Orchestra

Contract Description: Musical Services Contract for the Spring Pops Concert
Terms: 1 day event
Start Date: March 2, 2024
Expiration Date: March 2, 2024
Renewals Available: No

Annual Cost: \$28,000 Spring Pops Concert
\$28,750 Holiday Pops Concert
\$56,750 Annual Total

Contract Source Method: Per Florida Statute 287.057.3.(e).1. This service is not subject to competitive solicitation requirements based on an Artistic Services Exemption.

Summary: This contract provides musical services for the Spring Pops Concert to be held at the Apopka Amphitheater on March 2, 2024 at 5:00pm. The Orlando Philharmonic Orchestra also provided their services during the Holiday Pops Concert held on December 8, 2023. Artistic services are exempt from competitive solicitation based on the Florida Statute referenced above. Per the Apopka Purchasing Policy, City Council approval is required due to the annual expenditures exceeding \$50,000.

FUNDING SOURCE:

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

RECOMMENDED MOTION:

Authorize the execution of the contract(s) per the assigned terms.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 2.

Meeting Date: February 21, 2024

Department: Finance Department

SUBJECT:

Authorize the execution of piggyback contracts for the assigned terms: Nidy Sports Construction Company, 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:	Nidy Sports Construction Company, Inc
Description:	Athletic Resurfacing and Asphalt Maintenance
Source:	National Cooperative Purchasing Alliance (NCPA)
Bid/Contract #:	RFP 01-23
Expiration Date:	April 30, 2026
Renewals:	Yes

FUNDING SOURCE:

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

RECOMMENDED MOTION:

Authorize the execution of piggyback contract per the assigned terms.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 3.

Meeting Date: February 21, 2024

Department: Finance Department

SUBJECT:

Award a contract for RFQ 2023-A-80: Professional Design Services: New Public Safety Facility, Architects Design Group.

REQUEST:

Award a professional design services contract to: Architects Design Group

SUMMARY:

Staff advertised a request for qualifications (RFQ) to seek qualified firms interested in providing professional design services for a public safety facility. Contracts are in accordance with Section 287.055 Florida Statutes, as amended, Consultants' Competitive Negotiations Act (CCNA). The advertisement schedule and statistics were as follows:

Date Issued & Advertised:	September 17, 2023
Pre-Proposal Meeting:	September 27, 2023
Inquiry Deadline:	October 11, 2023
E-Bid Submittal Deadline:	October 24, 2023
Evaluation Committee Meeting #1:	November 14, 2023
Shortlist Firm Presentations:	December 19, 2023
Evaluation Committee Meeting #2:	December 19, 2023
Notified Users:	1,421
Project Views:	1,162
Vendors Following the Project:	60

The Finance Department received proposals from the following six firms:

Architects Design Group
CPH, LLC
Dewberry Architects Inc.
Harvard Jolly | PBK
HKS, Inc.
HOK

The following respondent was disqualified for an incomplete response: HOK

The evaluation committee was formed and selected by the Interim City Administrator, consisting of the following five members: Richard Earp, City Engineer; Michael McKinley, Police Chief; Sean Wylam, Fire Chief; Robert Hippler, IT Director; James Hitt, Community Development Director. The committee reviewed and assessed the submittals based on the scoring criteria outlined in the solicitation: project approach, qualifications and experience of the project team, experience with similar projects, professional references, financial stability, and quality and completeness of submission. The evaluation committee meeting held on November 14, 2023, produced the following scores (highest max. score 100 pts.):

Firms:	Proposal Scores:
Architects Design Group	94.20
CPH, LLC.	93.40
Dewberry Architects Inc.	91.60
Harvard Jolly	86.40
PBK HKS, Inc.	89.40

The three top-scored firms were subsequently shortlisted and scheduled for presentations/interviews on December 19, 2023. The committee evaluated the presentations and interviews based on the scoring criteria outlined in the presentation notice: proposed team's qualifications and their roles in the project, project approach tailored to this project, the three most significant challenges for this project and the firm's approach to addressing them, case study example of a completed project, and why the team should be selected.

The committee was also provided a Dun and Bradstreet financial assessment for each of the three firms that were shortlisted. Instructions were provided to the committee that detailed financial information could not be discussed during the evaluation committee meeting, given any proprietary information that could not be shared publicly. The final evaluation committee meeting was held on December 19, 2023, and produced the following scores (highest max. score 25 pts.):

Firms:	Presentation Scores:
Architects Design Group	24.20
CPH, LLC.	21.60
Dewberry Architects Inc.	21.60

The evaluation committee selected Architects Design Group as the top-ranked firm. Over the past several weeks the Finance Department has worked with Architects Design Group to perform a financial review of their Dun and Bradstreet report and financial information. The final review supplied sufficient evidence of financial stability. Staff is recommending approval to negotiate rates with the top-ranked firm, Architects Design Group, in accordance with F.S. 287.055, CCNA requirements. If staff is unable to negotiate a satisfactory contract with Architects Design Group, negotiations will be formally terminated and the City will move to negotiations with the next highest qualified firm.

FUNDING SOURCE:

Fire Department Impact Fund and Police Department Impact Fund.

RECOMMENDED MOTION:

Authorize staff to negotiate rates within the appropriated budget and award a professional services contract for design services to Architects Design Group.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 4.

Meeting Date: February 21, 2024

Department: Finance Department

SUBJECT:

City of Apopka FY2024 Budget-to-Actual Report for the Three Months Ending December 31, 2023

REQUEST:

Acceptance of the City of Apopka FY2024 Budget-to-Actual Report for the Three Months Ending December 31, 2023

SUMMARY:

The Finance Department is submitting the City of Apopka FY2024 Monthly Budget-to-Actual Report for the Three Months Ending December 31, 2023. The report includes a summary comparison of the year-to-date and annualized revenues to year-to-date and annualized expenditures/expenses, and the resulting net income or loss for each fund. Also, we have provided a summary comparison of the FY2024 Revenues and Expenditures/Expense Budget to the Annualized (Projection) Revenues and Expenditures/Expenses with the amount of the variances noted.

In addition, we have included a narrative in the report to highlight the key revenues and expenditures/expenses variances for various funds. We will continue to work with the Department Directors to review the variances and gather additional information pertaining to the differences.

FUNDING SOURCE:

FY2023-2024 Budget

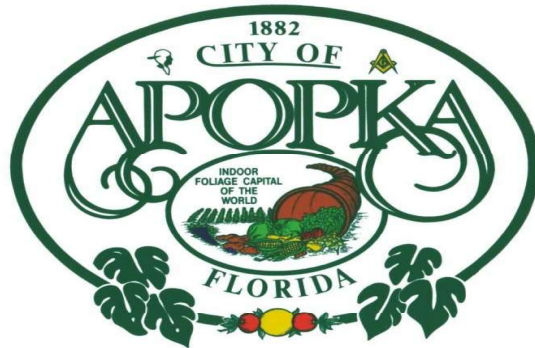
RECOMMENDED MOTION:

Acceptance of the City of Apopka FY2024 Budget-to-Actual Report for the Three Months Ending December 31, 2023

ATTACHMENTS:

1. December 2023 Budget-to-Actual Narrative Report
2. December 2023 Budget-to-Actual Detailed Expense Report

CITY OF APOPKA



Fiscal Year 2023/24
For the Three-Months Ending
December 31, 2023
Budget to Actual Report

Report to the City Council
Prepared by Finance Department
February 21, 2024



BUDGET-TO-ACTUAL REPORT THREE-MONTHS ENDING DECEMBER 31, 2023

The following is a summary of the City's Year-to-Date Revenues and Expenditures/Expenses and Annual Projected Revenues and Expenditures/Expenses Net Income/Loss:

Revenues and Expenses/Expenditures Comparison Reports:

Year-to-Date Actuals - Revenues vs Expenses/Expenditures Net Income/(Loss)

Fund Description	FY2024 YTD Revenues Collected	FY2024 YTD Expenses / Expenditures	FY2024 Net Income (Loss)
001 - GENERAL FUND	\$16,441,439	\$12,785,885	\$3,655,554
101 - STREET IMPROVEMENT FUND	1,399,778	1,036,757	363,021
102 - TRANSPORTATION IMPACT FEES	2,927,868	17,459	2,910,409
103 LAW ENFORCEMENT TRUST	2,350	-	2,350
104 - RECREATION IMPACT FEES	595,720	79	595,641
105 LAW ENFORCEMENT TRUST	2,624	-	2,624
106 POLICE DISCRETIONARY FUND	45,531	2,660	42,870
110 - FIRE IMPACT FEES	503,462	833	502,629
115 - POLICE IMPACT FEES	516,055	833	515,222
120 - STORMWATER FUND	399,978	112,013	287,965
150 - GRANT FUND	(103,333)	75,688	(179,021)
171 - SPECIAL ASSESSMENT/MAINELINE VILLAGE	5,491	2,600	2,891
172 - SPECIAL ASSESSMENT/MAINE AVENUE VILLAS	6,565	2,004	4,561
173 - SPECIAL ASSESSMENT/CIMMARON HILLS	1,944	75	1,869
174 - SPECIAL ASSESSMENT/MARTIN PLACE POND P2	2,947	1,317	1,630
175 - SPECIAL ASSESSMENT/LOVELL TERRACE	-	125	(125)
176 - SPECIAL ASSESSMENT/LAKE MCCOY OAKS	-	-	-
177 - SPECIAL ASSESSMENT/MARTIN PLACE POND P1	-	-	-
190 - STREET LIGHTS	571,332	-	571,332
401 - WATER & WASTEWATER OPERATING FUND	5,896,284	4,061,679	1,834,605
402 - SANITATION FUND	1,350,229	996,354	353,874
403 - WATER & WASTEWATER REUSE FUND	3,712,142	1,097,461	2,614,681
610 - CRA COMMUNITY REDEVELOPMENT FUND	-	14,888	(14,888)
Revenue & Expense/Expenditure Total	\$34,278,404	\$20,208,711	\$14,069,693

Annual Projections - Revenues vs Expenses/Expenditures Net Income/(Loss)

Fund Description	FY2024		FY2024 Net
	FY2024 Revenues Annual Budget Projection	Expenses / Expenditures Annual Projection	
001 - GENERAL FUND	\$77,781,051	\$69,652,216	\$8,128,834
101 - STREET IMPROVEMENT FUND	7,521,344	6,233,407	1,287,937
102 - TRANSPORTATION IMPACT FEES	8,873,197	7,219,837	1,653,360
103 - LAW ENFORCEMENT TRUST	24,400	52,500	(28,100)
104 - RECREATION IMPACT FEES	1,898,186	1,200,000	698,186
105 - LAW ENFORCEMENT TRUST	21,765	6,000	15,765
106 - POLICE DISCRETIONARY FUND	79,135	47,641	31,494
110 - FIRE IMPACT FEES	1,756,837	1,122,500	634,337
115 - POLICE IMPACT FEES	1,777,316	1,181,750	595,566
120 - STORMWATER FUND	1,622,814	828,744	794,070
150 - GRANT FUND	125,904	435,918	(310,014)
171 - SPECIAL ASSESSMENT/MAINELINE VILLAGE	26,485	37,050	(10,565)
172 - SPECIAL ASSESSMENT/MAINE AVENUE VILLAS	26,613	27,229	(616)
173 - SPECIAL ASSESSMENT/CIMMARON HILLS	12,200	77,950	(65,750)
174 - SPECIAL ASSESSMENT/MARTIN PLACE POND P2	8,373	8,373	-
175 - SPECIAL ASSESSMENT/LOVELL TERRACE	15,050	15,050	-
176 - SPECIAL ASSESSMENT/LAKE MCCOY OAKS	-	8,320	(8,320)
177 - SPECIAL ASSESSMENT/MARTIN PLACE POND P1	9,205	9,205	-
190 - STREET LIGHTS	342,362	278,026	64,336
401 - WATER & WASTEWATER OPERATING FUND	24,980,751	22,696,408	2,284,343
402 - SANITATION FUND	5,424,855	5,391,910	32,945
403 - WATER & WASTEWATER REUSE FUND	11,473,670	6,756,035	4,717,635
610 - CRA COMMUNITY REDEVELOPMENT FUND	1,282,309	2,195,785	(913,476)
Annual Projection Total	\$145,083,821	\$125,481,854	\$19,601,967

Amended Budget Revenues vs Annual Revenue Projection

Fund Description	FY2024	FY2024	Variance
	Adopted Budget Revenues	Annual Revenue Projection	
001 - GENERAL FUND	\$85,452,813	\$77,781,051	(\$7,671,762)
101 - STREET IMPROVEMENT FUND	7,512,004	7,521,344	9,340
102 - TRANSPORTATION IMPACT FEES	12,150,000	8,873,197	(3,276,803)
103 - LAW ENFORCEMENT TRUST	135,000	24,400	(110,600)
104 - RECREATION IMPACT FEES	1,200,000	1,898,186	698,186
105 - LAW ENFORCEMENT TRUST	22,484	21,765	(719)
106 - POLICE DISCRETIONARY FUND	100,000	79,135	(20,865)
110 - FIRE IMPACT FEES	1,495,000	1,756,837	261,837
115 - POLICE IMPACT FEES	1,574,000	1,777,316	203,316
120 - STORMWATER FUND	1,844,344	1,622,814	(221,530)
150 - GRANT FUND	409,221	125,904	(283,317)
171 - SPECIAL ASSESSMENT/MAINELINE VILLAGE	37,050	26,485	(10,565)
172 - SPECIAL ASSESSMENT/MAINE AVENUE VILLAS	25,225	26,613	1,388
173 - SPECIAL ASSESSMENT/CIMMARON HILLS	77,950	12,200	(65,750)
174 - SPECIAL ASSESSMENT/MARTIN PLACE POND P2	8,373	8,373	-
175 - SPECIAL ASSESSMENT/LOVELL TERRACE	15,050	15,050	-
176 - SPECIAL ASSESSMENT/LAKE MCCOY OAKS	8,320	-	(8,320)
177 - SPECIAL ASSESSMENT/MARTIN PLACE POND P1	9,205	9,205	-
190 - STREET LIGHTS	279,025	342,362	63,337
401 - WATER & WASTEWATER OPERATING FUND	33,515,594	24,980,751	(8,534,843)
402 - SANITATION FUND	7,222,472	5,424,855	(1,797,617)
403 - WATER & WASTEWATER REUSE FUND	8,572,259	11,473,670	2,901,411
610 - CRA COMMUNITY REDEVELOPMENT FUND	4,163,599	1,282,309	(2,881,291)
Annual Projection Total	\$165,828,988	\$145,083,821	(\$20,745,167)

Amended Budget Expenditures/Expenses vs Annual Expenditures/Expenses Projection

Fund Description	FY2024	FY2024	Variance
	Adopted Budget Expenditures/ Expenses	Annual Expenditure/ Expense Projection	
001 - GENERAL FUND	\$85,452,813	\$69,652,216	15,800,597
101 - STREET IMPROVEMENT FUND	7,512,004	6,233,407	1,278,597
102 - TRANSPORTATION IMPACT FEES	12,150,000	7,219,837	4,930,163
103 - LAW ENFORCEMENT TRUST	135,000	52,500	82,500
104 - RECREATION IMPACT FEES	1,200,000	1,200,000	-
105 - LAW ENFORCEMENT TRUST	22,484	6,000	16,484
106 - POLICE DISCRETIONARY FUND	100,000	47,641	52,359
110 - FIRE IMPACT FEES	1,495,000	1,122,500	372,500
115 - POLICE IMPACT FEES	1,574,000	1,181,750	392,250
120 - STORMWATER FUND	1,844,344	828,744	1,015,600
150 - GRANT FUND	409,221	435,918	(26,697)
171 - SPECIAL ASSESSMENT/MAINELINE VILLAGE	37,050	37,050	-
172 - SPECIAL ASSESSMENT/MAINE AVENUE VILLAS	25,225	27,229	(2,004)
173 - SPECIAL ASSESSMENT/CIMMARON HILLS	77,950	77,950	-
174 - SPECIAL ASSESSMENT/MARTIN PLACE POND P2	8,373	8,373	-
175 - SPECIAL ASSESSMENT/LOVELL TERRACE	15,050	15,050	-
176 - SPECIAL ASSESSMENT/LAKE MCCOY OAKS	8,320	8,320	-
177 - SPECIAL ASSESSMENT/MARTIN PLACE POND P1	9,205	9,205	-
190 - STREET LIGHTS	279,025	278,026	999
401 - WATER & WASTEWATER OPERATING FUND	33,515,594	22,696,408	10,819,186
402 - SANITATION FUND	7,222,472	5,391,910	1,830,562
403 - WATER & WASTEWATER REUSE FUND	8,572,259	6,756,035	1,816,224
610 - CRA COMMUNITY REDEVELOPMENT FUND	4,163,599	2,195,785	1,967,815
Annual Projection Total	\$165,828,988	\$125,481,854	\$40,347,134

The following is a narrative of the City's Budget-to-Actual Comparison for the Three-Months Period Ending December 31, 2023. This Report will highlight the key revenues and expenditures/expenses variances of the following: General Fund, Street Improvement Fund, Transportation Impact Fee, Recreation Impact Fees, Fire Impact Fees, Police Impact Fees, Stormwater Fund, Water & Wastewater Operating Fund, Sanitation, Water & Wastewater Reuse Fund and Community Development Fund.

Revenues:

General Fund

The General Fund is the primary operating fund of the City. It exists to account for the resources devoted to finance the services traditionally associated with local government. Included in these services are Mayor's Office, Legal Services, Administrative Services, Facilities Maintenance, City Clerk, Finance, Human Resources, Fire Department, Police Department, Public Services, Parks and Recreation, Community Development, Economic Development, Information Technology and any other activity for which a special fund has not been created.

001 - GENERAL FUND

FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$85,452,813	\$16,441,439	(\$69,021,095)	\$77,781,051	19.24%

Overall, year to date revenues collected are \$16,441,439 which represents 19.24% collections of the Amended Revenue Budget. Revenues collected are low primarily due to outstanding revenues which will be collected in the 2nd, 3rd and 4th quarters.

Street Improvements Fund

The Streets Division performs functions related to right-of-way maintenance such as road resurfacing, sidewalk repair, potholes repair, curbs repair, street sweeping, traffic regulatory signage installation and maintenance, traffic signals maintenance, tree trimming, stormwater pond mowing, and a wide variety of related tasks as needs arise.

101 - STREET IMPROVEMENT FUND

FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$7,512,004	\$1,399,778	(\$6,112,226)	\$7,521,344	18.63%

Overall year to date revenues collected are \$1,399,778 which represents 18.63% collected. Revenues collected are low primarily due to outstanding revenues which will be collected in the 2nd, 3rd and 4th quarters.

Transportation Impact Fee Fund

The Transportation Impact Fee Fund tracks and accounts for the fees collected to ensure new development helps cover the costs associated with street infrastructure improvements within the City of Apopka.

102 - TRANSPORTATION IMPACT FEES

FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$12,150,000	\$2,927,868	(\$9,222,132)	\$8,873,197	24.10%

Overall year to date revenues collected are \$2,927,868, which represents 24.10% collected. Revenues are on target for the month of December 2023.

Recreation Impact Fees Fund

The recreation impact fees are collected from new residential construction to purchase, build or improve the City's parks and recreation facilities.

104 - RECREATION IMPACT FEES

FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$1,200,000	\$595,720	(\$604,280)	\$1,898,186	49.64%

Overall year to date revenues collected are \$595,720, which represents 49.64% collected. Revenues are above average collection for the month of December 2023.

Fire Impact Fees Fund

The fire impact fees are collected from new residential construction to purchase, build or improve the City's fire facilities.

110 - FIRE IMPACT FEES

FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$1,495,000	\$503,462	(\$991,538)	\$1,756,837	33.68%

Overall year to date revenues collected are \$503,462, which represents 33.68% collected. Revenues are above average collection for the month of December 2023.

Police Impact Fees Fund

The Police Impact Fees Fund are collected from new residential construction to purchase, build or improve the City's police facilities.

115 - POLICE IMPACT FEES				
FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$1,574,000	\$516,055	(\$1,057,945)	\$1,777,316	32.79%
Overall year to date revenues collected are \$516,055, which represents 32.79% collected. Revenues are above average collection for the month of December 2023.				

Stormwater Fund

The primary purpose of the Stormwater Fund is to comply with NPDES MS4 regulations. The primary objectives of this Fund are to inspect, clean, repair, rehabilitate, and design/permit/build improvements to stormwater systems that provide flood control and significantly increases water quality treatment within the City.

120 - STORMWATER FUND				
FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$1,844,344	\$399,978	(\$1,444,366)	\$1,622,814	21.69%
Overall year to date revenues collected are \$399,978, which represents 21.69% collected. Revenues are on target for the month of December 2023.				

Water & Wastewater Operating Fund

The Utilities Operations Fund is used to ensure the effective operation for water, sewer and reclaim utilities for all citizens of Apopka.

401 - WATER & WASTEWATER OPERATING FUND				
FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$33,515,594	\$5,896,284	(\$27,619,310)	\$24,980,751	17.59%
Overall year to date revenues collected are \$5,896,284, which represents 17.59% collected. Revenues collected are low primarily due to outstanding revenues which will be collected in the 2nd, 3rd and 4th quarters.				
The Revenue Sources include \$9,135,233 from Utility Operating Fund Reserves to support the projects and activities.				

Sanitation Fund

The Sanitation Fund provides commercial and household solid waste pick-up and disposal for our citizens. Solid Waste service includes residential garbage, recycling, yard waste and bulky pick-up services and commercial dumpster service.

402 - SANITATION FUND

FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$7,222,472	\$1,350,229	(\$5,872,243)	\$5,424,855	18.69%

Overall year to date revenue is \$1,350,229 which represents 18.69% collection. Revenues collected are low primarily due to outstanding revenues which will be collected in the 2nd, 3rd and 4th quarters.

Water & Wastewater Reuse Fund

The Utilities Operations Fund is used to ensure the effective operation for water, sewer and reclaim utilities for all citizens of Apopka.

403 - WATER & WASTEWATER REUSE FUND

FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$8,572,259	\$3,712,142	(\$4,860,117)	\$11,473,670	43.30%

Overall year to date revenue is \$3,712,142, which represents 43.30% collected. Revenues are above average collection for the month of December 2023.

Community Development Fund

The City's Community Redevelopment Fund provides the framework for projects and programs intended to revitalize and improve conditions within the Community Redevelopment Area.

610 - COMMUNITY DEVELOPMENT FUND

FY24 Adopted Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Collected
\$4,163,599	\$0	(\$4,163,599)	\$1,282,309	0.00%

Overall year to date revenue is \$0, which represents 0.00% collected. Revenues collected are low primarily due to outstanding revenues which will be collected in the 2nd, 3rd and 4th quarters.

Expenditures/Expenses:

General Fund

001 - ADMIN - MAYOR'S OFFICE

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$683,034	\$154,835	\$528,198	\$604,692	22.67%

Overall year to date expenses are \$154,835, which represents 22.67% expended. The expenses are on target for the month of December 2023.

001 - ADMIN - LEGAL SERVICES

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$2,248,707	\$389,954	\$1,858,754	\$2,595,174	17.34%

Overall year to date expenses are \$389,954, which represents 17.34% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - ADMIN - ADMINISTRATIVE SERVICES

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$384,969	\$38,050	\$346,920	\$167,839	9.88%

Overall year to date expenses are \$38,050, which represents 9.88% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - ADMIN - FACILITIES MAINTENANCE

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$2,499,675	\$271,725	\$2,227,950	\$1,889,226	10.87%

Overall year to date expenses are \$271,725, which represents 10.87% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - ADMIN - CITY CLERK

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$308,391	\$59,643	\$248,748	\$264,066	19.34%

Overall year to date expenses are \$59,643, which represents 19.34% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - FINANCE - BUDGET AND ACCOUNTING

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$2,382,741	\$342,610	\$2,040,131	\$1,753,308	14.38%

Overall year to date expenses are \$342,610, which represents 14.38% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - HUMAN RESOURCES

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$3,619,821	\$154,482	\$3,465,339	\$3,374,301	4.27%

Overall year to date expenses are \$154,482, which represents 4.27% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - FIRE DEPARTMENT

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$24,655,103	\$4,630,759	\$20,024,345	\$20,325,307	18.78%

Overall year to date expenses are \$4,630,759, which represents 18.78% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - POLICE DEPARTMENT

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$24,364,527	\$4,590,847	\$19,773,679	\$20,199,672	18.84%

Overall year to date expenses are \$4,590,847, which represents 18.84% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - PS FLEET MANAGEMENT

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$1,397,698	\$295,998	\$1,101,699	\$1,088,769	21.18%

Overall year to date expenses are \$295,998, which represents 21.18% expended. The expenses are on target for the month of December 2023.

001 - PARK AND RECREATION

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$8,150,533	\$1,077,189	\$7,073,344	\$5,673,825	13.22%

Overall year to date expenses are \$1,077,189, which represents 13.22% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - COMMUNITY DEVELOPMENT

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$3,157,822	\$529,557	\$2,628,265	\$2,075,266	16.77%

Overall year to date expenses are \$529,557, which represents 16.77% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - ECONOMIC DEVELOPMENT

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$200,000	\$249	\$199,751	\$200,000	0.12%

Overall year to date expenses are \$249, which represents 0.12% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - INFORMATION TECHNOLOGY

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$6,220,035	\$860,662	\$5,359,373	\$4,261,015	13.84%

Overall year to date expenses are \$860,662, which represents 13.84% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

001 - DEBT SERVICE AND TRANSFERS

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$5,179,757	(\$610,673)	\$5,790,430	\$5,179,757	-11.79%

Overall year to date expenses are (\$610,673), which represents -11.79% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

Street Improvement Fund

101 - STREET IMPROVEMENTS

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$7,512,004	\$1,036,757	\$6,475,247	\$6,233,407	13.80%

Overall year to date expenses are \$1,036,757, which represents 13.80% expended. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

Transportation Fund

102 - TRANSPORTATION IMPACT FEES

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$12,150,000	\$17,459	\$12,132,541	\$7,219,837	0.14%

Overall year to date expenses are \$17,459, which represents 0.14% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

Recreation Impact Fees

104 - RECREATION IMPACT FEES

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$1,200,000	\$79	\$1,199,921	\$1,200,000	0.01%

Overall year to date expenses are \$79, which represents 0.01% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

Fire Impact Fees

110 - FIRE IMPACT FEES

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$1,495,000	\$833	\$1,494,167	\$1,122,500	0.06%

Overall year to date expenses are \$833, which represents 0.06% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

Police Impact Fees

115 - POLICE IMPACT FEES

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$1,574,000	\$833	\$1,573,167	\$1,181,750	0.05%

Overall year to date expenses are \$833, which represents 0.05% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

Stormwater

120 - STORM WATER

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$1,844,344	\$112,013	\$1,732,331	\$828,744	6.07%

Overall year to date expenses are \$112,013, which represents 6.07% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

Water and wastewater Operating Fund

401 - WATER & WASTEWATER OPERATING

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$33,515,594	\$4,061,679	\$29,453,915	\$22,696,408	12.12%

Overall year to date expenses are \$4,061,679, which represents 12.12% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

Sanitation Fund

402 - SANITATION

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$7,222,472	\$996,354	\$6,226,118	\$5,391,910	13.80%

Overall year to date expenses are \$996,354, which represents 13.80% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be

Water and Wastewater Reuse Fund

403 - WATER & WASTEWATER REUSE

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$8,572,259	\$1,097,461	\$7,474,798	\$6,756,035	12.80%

Overall year to date expenses are \$1,097,461, which represents 12.80% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

610 - CRA COMMUNITY REDEVELOPMENT

FY24 Adopted Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$4,163,599	\$14,888	\$4,148,712	\$2,195,785	0.36%

Overall year to date expenses are \$14,888, which represents 0.36% expended of the amended budget. The expenses are below the expected amount for December 2023. Expenses will be monitored for the 2nd, 3rd and 4th quarters.

We have attached the City's Budget-to-Actual Detailed Report for the Three-Months Ending December 31, 2023 for your review and acceptance.

December - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - December Rev/Expd	FY24 Adopted Budgeted	FY24 Current - December Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
GENERAL FUND Revenue Totals		6,985,976	85,452,813	6,778,979	16,441,439	(69,021,095)	77,781,051	91.02%	19.24%
001-1010-512-0000	ADMIN - MAYOR'S OFFICE	-	-	-	-	-	-	-	-
001-1010-512-1200	REGULAR SALARIES AND WAGES	30,479	330,254	30,788	73,310	256,944	330,254	100.00%	22.20%
001-1010-512-1210	LONGEVITY PAY	-	380	-	-	380	-	0.00%	0.00%
001-1010-512-1300	OTHER SALARIES AND WAGES	-	9,750	-	-	9,750	9,750	100.00%	0.00%
001-1010-512-1600	OTHER REIMBURSED ALLOWANCES	1,154	12,000	1,154	2,769	9,231	11,077	92.31%	23.08%
001-1010-512-2100	FICA TAXES - CITY MATCHING	2,312	23,278	2,331	5,433	17,846	21,731	93.35%	23.34%
001-1010-512-2200	CITY RETIREMENT CONTRIBUTION	2,977	39,819	2,956	8,932	30,887	35,729	89.73%	22.43%
001-1010-512-2300	LIFE AND HEALTH INSURANCE	5,895	41,428	3,388	7,160	34,268	41,428	100.00%	17.28%
001-1010-512-2400	WORKER'S COMPENSATION	-	175	50	50	125	201	114.78%	28.69%
001-1010-512-3100	PROFESSIONAL SERVICES	-	18,000	-	-	18,000	15,000	83.33%	0.00%
001-1010-512-4000	TRAVEL & PER DIEM	319	11,000	-	-	11,000	-	0.00%	0.00%
001-1010-512-4200	FREIGHT & POSTAGE SERVICES	93	1,000	7	23	977	91	9.11%	2.28%
001-1010-512-4400	RENTAL AND LEASES	47	600	-	-	600	-	0.00%	0.00%
001-1010-512-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	-	2,200	144	144	2,056	575	26.13%	6.53%
001-1010-512-4700	PRINTING SERVICES	-	4,000	-	532	3,468	4,700	117.50%	13.30%
001-1010-512-5100	OFFICE SUPPLIES	-	4,400	-	-	4,400	4,400	100.00%	0.00%
001-1010-512-5200	OPERATING SUPPLIES	-	69,000	626	4,477	64,523	17,907	25.95%	6.49%
001-1010-512-5201	OPERATING SUPPLIES SEAT 1	1,450	10,000	1,950	3,300	6,700	10,000	100.00%	33.00%
001-1010-512-5202	OPERATING SUPPLIES SEAT 2	500	10,000	682	1,782	8,218	10,000	100.00%	17.82%
001-1010-512-5203	OPERATING SUPPLIES SEAT 3	-	10,000	-	500	9,500	10,000	100.00%	5.00%
001-1010-512-5204	OPERATING SUPPLIES SEAT 4	-	10,000	210	210	9,790	10,000	100.00%	2.10%
001-1010-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	10,389	68,750	-	46,214	22,536	68,750	100.00%	67.22%
001-1010-512-5500	TRAINING	-	7,000	-	-	7,000	3,100	44.29%	0.00%
ADMIN - MAYOR'S OFFICE		55,615	683,034	44,285	154,835	528,198	604,692	88.53%	22.67%
001-1015-514-0001	ADMIN - LEGAL SERVICES	-	-	-	-	-	-	-	-
001-1015-514-1200	REGULAR SALARIES AND WAGES	19,823	70,467	6,453	15,978	54,489	63,911	90.70%	22.67%
001-1015-514-1210	LONGEVITY PAY	-	400	-	-	400	-	0.00%	0.00%
001-1015-514-1400	OVERTIME	-	-	24	36	(36)	145	0.00%	0.00%
001-1015-514-1600	OTHER REIMBURSED ALLOWANCES	231	(0)	86	-	(0)	-	0.00%	0.00%
001-1015-514-2100	FICA TAXES - CITY MATCHING	1,444	5,421	360	1,089	4,332	4,356	80.36%	20.09%
001-1015-514-2200	CITY RETIREMENT CONTRIBUTION	2,388	10,346	946	2,526	7,820	10,106	97.68%	24.42%
001-1015-514-2300	LIFE AND HEALTH INSURANCE	5,797	15,395	1,375	2,913	12,482	11,652	75.69%	18.92%
001-1015-514-2400	WORKERS' COMPENSATION	-	27	14	14	13	57	212.86%	53.21%
001-1015-514-3100	PROFESSIONAL SERVICES	2,090	406,863	17,261	33,078	373,785	793,900	195.13%	8.13%
001-1015-514-3400	OTHER CONTRACTUAL SERVICES	668	8,500	693	1,464	7,036	5,856	68.90%	17.22%
001-1015-514-4000	TRAVEL AND PER DIEM	-	1,500	-	-	1,500	-	0.00%	0.00%
001-1015-514-4200	FREIGHT & POSTAGE SERVICES	-	350	-	-	350	-	0.00%	0.00%
001-1015-514-4400	RENTALS AND LEASES	41	-	-	-	-	-	0.00%	0.00%
001-1015-514-4500	LIABILITY & CASUALTY INSURANCE	686	1,690,340	330,106	330,362	1,359,978	1,690,340	100.00%	19.54%
001-1015-514-4600	REPAIR & MAINT.-BLDG & EQUIP	-	774	108	108	666	431	55.64%	13.91%
001-1015-514-4700	PRINTING SERVICES	-	80	-	-	80	-	0.00%	0.00%
001-1015-514-4900	OTHER CURRENT CHARGES	-	25,100	100	100	25,000	3,400	13.55%	0.40%
001-1015-514-5100	OFFICE SUPPLIES	-	1,000	180	180	820	500	50.00%	18.04%
001-1015-514-5200	OPERATING SUPPLIES	-	576	-	-	576	-	0.00%	0.00%
001-1015-514-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	640	10,519	1,057	2,103	8,416	10,519	100.00%	20.00%
001-1015-514-5500	TRAINING	-	1,050	-	-	1,050	-	0.00%	0.00%
ADMIN - LEGAL SERVICES		33,807	2,248,707	358,764	389,954	1,858,754	2,595,174	115.41%	17.34%

December - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - December Rev/Expd	FY24 Adopted Budgeted	FY24 Current - December Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
001-1020-512-0001	ADMIN - ADMINISTRATIVE SERVICES								
001-1020-512-1200	REGULAR SALARIES AND WAGES	23,673	274,814	11,590	29,964	244,850	119,856	43.61%	10.90%
001-1020-512-1210	LONGEVITY PAY	-	885	-	-	885	-	0.00%	0.00%
001-1020-512-1600	OTHER REIMBURSED ALLOWANCES	1,154	12,000	-	-	12,000	8,400	70.00%	0.00%
001-1020-512-2100	FICA TAXES - CITY MATCHING	834	16,425	862	2,224	14,200	8,898	54.17%	13.54%
001-1020-512-2200	CITY RETIREMENT CONTRIBUTION	2,721	37,086	1,024	2,732	34,354	10,927	29.46%	7.37%
001-1020-512-2300	LIFE AND HEALTH INSURANCE	4,499	27,624	1,105	2,345	25,279	11,700	42.35%	8.49%
001-1020-512-2400	WORKERS' COMPENSATION	-	75	21	21	53	86	114.80%	28.70%
001-1020-512-4200	FREIGHT & POSTAGE SERVICES	8	250	-	-	250	-	0.00%	0.00%
001-1020-512-4400	RENTALS AND LEASES	706	4,700	581	581	4,119	2,323	49.43%	12.36%
001-1020-512-4600	REPAIR & MAINT.-BLDG & EQUIP	-	1,000	76	76	924	3,200	320.00%	7.56%
001-1020-512-4650	VEHICLE MAINTENANCE	-	1,200	-	-	1,200	-	0.00%	0.00%
001-1020-512-5100	OFFICE SUPPLIES	-	2,500	-	-	2,500	770	30.80%	0.00%
001-1020-512-5200	OPERATING SUPPLIES	-	2,700	15	15	2,685	200	7.41%	0.56%
001-1020-512-5250	FUEL AND GASOLINE	-	1,000	(11)	92	908	240	24.00%	9.20%
001-1020-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	710	-	-	710	1,239	174.51%	0.00%
001-1020-512-5500	TRAINING	-	2,000	-	-	2,000	-	0.00%	0.00%
ADMINISTRATION		33,596	384,969	15,263	38,050	346,920	167,839	16.64%	1.39%
001-1022-519-0009	ADMIN - FACILITIES MAINTENANCE	-	-	-	-	-	-	-	-
001-1022-519-1200	REGULAR SALARIES AND WAGES	17,549	288,955	30,026	72,398	216,557	288,955	100.00%	25.06%
001-1022-519-1210	LONGEVITY PAY	-	961	-	-	961	-	0.00%	0.00%
001-1022-519-1400	OVERTIME PAY	1,814	7,500	2,139	5,756	1,744	23,024	306.99%	76.75%
001-1022-519-2100	FICA TAXES - CITY MATCHING	1,469	22,752	2,437	5,915	16,838	23,658	103.98%	26.00%
001-1022-519-2200	CITY RETIREMENT CONTRIBUTIONS	1,737	43,423	4,533	11,981	31,441	47,926	110.37%	27.59%
001-1022-519-2300	LIFE AND HEALTH INSURANCE	3,856	73,134	4,925	10,413	62,721	38,700	52.92%	14.24%
001-1022-519-2400	WORKERS' COMPENSATION	-	896	257	257	639	1,029	114.78%	28.70%
001-1022-519-3100	PROFESSIONAL SERVICES	2,777	50,000	-	-	50,000	50,000	100.00%	0.00%
001-1022-519-3400	OTHER CONTRACTUAL SERVICES	11,905	434,959	23,863	46,206	388,753	184,825	42.49%	10.62%
001-1022-519-4300	UTILITY SERVICES	3,679	200,000	24,470	35,467	164,533	157,250	78.63%	17.73%
001-1022-519-4400	RENTALS AND LEASES	-	17,000	-	-	17,000	-	0.00%	0.00%
001-1022-519-4600	REPAIR & MAINT.-BLDG & EQUIP	25,731	438,600	50,580	77,905	360,695	311,621	71.05%	17.76%
001-1022-519-4650	VEHICLE MAINTENANCE	2,423	8,000	-	-	8,000	7,500	93.75%	0.00%
001-1022-519-4900	OTHER CURRENT CHARGES	-	18,095	-	-	18,095	18,095	100.00%	0.00%
001-1022-519-5100	OFFICE SUPPLIES	-	7,200	-	-	7,200	900	12.50%	0.00%
001-1022-519-5200	OPERATING SUPPLIES	8	144,840	2,242	2,365	142,475	3,500	2.42%	1.63%
001-1022-519-5250	FUEL AND GASOLINE	167	19,859	181	996	18,863	3,984	20.06%	5.02%
001-1022-519-5500	TRAINING	-	3,500	-	2,065	1,435	8,260	236.00%	59.00%
001-1022-519-6200	BUILDINGS	75,793	180,000	-	-	180,000	180,000	100.00%	0.00%
001-1022-519-6400	MACHINERY AND EQUIPMENT	-	540,000	-	-	540,000	540,000	100.00%	0.00%
ADMIN - FACILITIES MAINTENANCE		148,909	2,499,675	145,654	271,725	2,227,950	1,889,226	75.58%	10.87%

December - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - December Rev/Expd	FY24 Adopted Budgeted	FY24 Current - December Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
001-1030-512-0001	ADMIN - CITY CLERK								
001-1030-512-1200	REGULAR SALARIES AND WAGES	19,609	177,533	16,595	39,821	137,712	177,500	99.98%	22.43%
001-1030-512-1210	LONGEVITY PAY	-	389	-	-	389	-	0.00%	0.00%
001-1030-512-1400	OVERTIME PAY	21	2,400	7	41	2,359	165	6.88%	1.72%
001-1030-512-2100	FICA TAXES - CITY MATCHING	1,482	13,795	1,242	2,972	10,823	11,888	86.18%	21.54%
001-1030-512-2200	CITY RETIREMENT CONTRIBUTION	2,338	26,327	2,286	6,161	20,166	24,644	93.61%	23.40%
001-1030-512-2300	LIFE AND HEALTH INSURANCE	3,567	36,297	2,962	6,261	30,036	30,761	84.75%	17.25%
001-1030-512-2400	WORKERS' COMPENSATION	-	50	14	14	36	57	114.77%	28.69%
001-1030-512-3100	PROFESSIONAL SERVICES	-	1,000	-	-	1,000	-	0.00%	0.00%
001-1030-512-3400	OTHER CONTRACTUAL SERVICES	1,450	15,200	-	1,556	13,644	6,226	40.96%	10.24%
001-1030-512-4000	TRAVEL & PER DIEM	-	1,500	-	-	1,500	-	0.00%	0.00%
001-1030-512-4200	FREIGHT & POSTAGE SERVICES	23	500	9	109	391	434	86.88%	21.72%
001-1030-512-4400	RENTAL AND LEASES	99	-	-	-	-	-	0.00%	0.00%
001-1030-512-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	190	4,200	731	731	3,469	2,800	66.67%	17.42%
001-1030-512-4700	PRINTING SERVICES	-	14,300	-	-	14,300	-	0.00%	0.00%
001-1030-512-4900	OTHER CURRENT CHARGES	543	5,000	-	517	4,484	3,140	62.80%	10.33%
001-1030-512-4902	LEGAL ADVERTISING	43	5,000	594	594	4,406	2,900	58.00%	11.88%
001-1030-512-5100	OFFICE SUPPLIES	-	1,500	-	136	1,364	1,500	100.00%	9.08%
001-1030-512-5200	OPERATING SUPPLIES	-	1,000	729	729	271	1,000	100.00%	72.86%
001-1030-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,000	-	-	1,000	650	65.00%	0.00%
001-1030-512-5500	TRAINING	-	1,400	-	-	1,400	400	28.57%	0.00%
ADMIN - CITY CLERK		29,365	308,391	25,170	59,643	248,748	264,066	85.63%	19.34%
001-1120-513-0002	FINANCE - BUDGET AND ACCOUNTING								
001-1120-513-1200	REGULAR SALARIES AND WAGES	62,246	1,261,927	97,946	227,483	1,034,444	909,931	72.11%	18.03%
001-1120-513-1210	LONGEVITY PAY	-	940	-	-	940	-	0.00%	0.00%
001-1120-513-1400	OVERTIME PAY	185	5,000	1,399	3,812	1,188	5,000	100.00%	76.24%
001-1120-513-1600	OTHER REIMBURSED ALLOWANCES	-	480	-	-	480	-	0.00%	0.00%
001-1120-513-2100	FICA TAXES - CITY MATCHING	4,522	93,471	7,340	16,918	76,554	67,671	72.40%	18.10%
001-1120-513-2200	CITY RETIREMENT CONTRIBUTION	7,435	185,180	14,321	35,036	150,144	140,146	75.68%	18.92%
001-1120-513-2300	LIFE AND HEALTH INSURANCE	18,812	312,627	14,219	31,038	281,589	128,900	41.23%	9.93%
001-1120-513-2400	WORKER'S COMPENSATION	-	282	64	64	217	258	91.55%	22.89%
001-1120-513-3100	PROFESSIONAL SERVICES	1,842	78,185	642	7,734	70,451	78,185	100.00%	9.89%
001-1120-513-3200	AUDIT SERVICES	-	65,000	10,000	10,000	55,000	65,000	100.00%	15.38%
001-1120-513-3400	OTHER CONTRACTUAL SERVICES	3,526	81,500	-	8,320	73,180	81,500	100.00%	10.21%
001-1120-513-4000	TRAVEL & PER DIEM	-	10,230	-	-	10,230	5,000	48.88%	0.00%
001-1120-513-4200	FREIGHT & POSTAGE SERVICES	166	4,500	237	633	3,867	2,533	56.29%	14.07%
001-1120-513-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	-	1,484	192	400	1,084	500	33.69%	26.95%
001-1120-513-4700	PRINTING SERVICES	643	3,170	-	83	3,087	1,600	50.47%	2.62%
001-1120-513-4900	OTHER CURRENT CHARGES	-	240,279	-	-	240,279	240,279	100.00%	0.00%
001-1120-513-4902	LEGAL ADVERTISING	-	1,900	-	-	1,900	-	0.00%	0.00%
001-1120-513-5100	OFFICE SUPPLIES	516	5,300	-	86	5,214	345	6.51%	1.63%
001-1120-513-5200	OPERATING SUPPLIES	32	19,716	-	-	19,716	15,720	79.73%	0.00%
001-1120-513-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	2,685	-	499	2,186	1,855	69.09%	18.58%
001-1120-513-5500	TRAINING	-	8,885	-	300	8,585	8,885	100.00%	3.38%
001-1120-513-9101	TRANSFER TO GENERAL FUND	255	-	-	203	(203)	-	0.00%	0.00%
FINANCE - BUDGET AND ACCOUNTING		100,181	2,382,741	146,360	342,610	2,040,131	1,753,308	73.58%	14.38%

December - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - December Rev/Expd	FY24 Adopted Budgeted	FY24 Current - December Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
001-1170-513-0004	HUMAN RESOURCES								
001-1170-513-1200	REGULAR SALARIES AND WAGES	29,783	285,412	31,663	72,178	213,234	285,412	100.00%	25.29%
001-1170-513-1210	LONGEVITY PAY	-	205	-	-	205	-	0.00%	0.00%
001-1170-513-1300	OTHER SALARIES AND WAGES	-	15,600	-	-	15,600	-	0.00%	0.00%
001-1170-513-1400	OVERTIME PAY	84	5,000	117	240	4,760	960	19.21%	4.80%
001-1170-513-1600	OTHER REIMBURSED ALLOWANCES	46	480	46	111	369	480	100.00%	23.08%
001-1170-513-1700	HUMAN RESOURCES CONTINGENCY	-	2,834,729	-	-	2,834,729	2,834,729	100.00%	0.00%
001-1170-513-2100	FICA TAXES - CITY MATCHING	2,246	22,610	2,382	5,403	17,207	15,425	68.22%	23.90%
001-1170-513-2200	CITY RETIREMENT CONTRIBUTION	3,339	42,500	4,373	10,705	31,795	37,672	88.64%	25.19%
001-1170-513-2300	LIFE AND HEALTH INSURANCE	7,516	72,400	4,830	10,204	62,197	51,600	71.27%	14.09%
001-1170-513-2400	WORKER'S COMPENSATION	-	100	29	29	71	100	100.00%	28.70%
001-1170-513-2500	UNEMPLOYMENT COMPENSATION	-	20,000	-	-	20,000	15,600	78.00%	0.00%
001-1170-513-3100	PROFESSIONAL SERVICES	-	80,000	-	-	80,000	12,000	15.00%	0.00%
001-1170-513-3400	OTHER CONTRACTUAL SERVICES	4,793	157,139	8,128	44,601	112,538	70,912	45.13%	28.38%
001-1170-513-4000	TRAVEL & PER DIEM	-	8,000	-	-	8,000	5,400	67.50%	0.00%
001-1170-513-4200	FREIGHT & POSTAGE SERVICES	2	500	15	15	485	235	47.00%	3.04%
001-1170-513-4400	RENTALS AND LEASES	110	24	-	-	24	-	0.00%	0.00%
001-1170-513-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	1,976	341	341	1,635	1,976	100.00%	17.25%
001-1170-513-4700	PRINTING SERVICES	-	1,550	88	88	1,462	900	58.06%	5.68%
001-1170-513-4900	OTHER CURRENT CHARGES	-	5,500	310	2,005	3,495	4,000	72.73%	36.45%
001-1170-513-5100	OFFICE SUPPLIES	170	2,000	73	73	1,927	2,000	100.00%	3.67%
001-1170-513-5200	OPERATING SUPPLIES	5,228	23,000	2,480	8,144	14,856	12,300	53.48%	35.41%
001-1170-513-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	270	7,596	345	345	7,251	3,700	48.71%	4.54%
001-1170-513-5500	TRAINING	3,000	33,000	-	-	33,000	18,400	55.76%	0.00%
001-1170-513-6800	INTANGIBLE ASSETS	-	500	-	-	500	500	100.00%	0.00%
HUMAN RESOURCES		56,587	3,619,821	55,220	154,482	3,465,339	3,374,301	93.22%	4.27%
001-2110-522-0005	FIRE - CHIEF'S OFFICE								
001-2110-522-1200	REGULAR SALARIES AND WAGES	84,651	1,091,302	92,084	213,853	877,448	855,414	78.38%	19.60%
001-2110-522-1210	LONGEVITY PAY	-	2,963	-	-	2,963	-	0.00%	0.00%
001-2110-522-1225	PROFICIENCY PAY	3,846	72,001	3,846	9,231	62,770	36,924	51.28%	12.82%
001-2110-522-1400	OVERTIME PAY	189	2,857	-	-	2,857	-	0.00%	0.00%
001-2110-522-1500	SPECIAL PAY	435	9,141	435	1,043	8,098	4,173	45.65%	11.41%
001-2110-522-1600	OTHER REIMBURSED ALLOWANCES	185	1,920	-	-	1,920	-	0.00%	0.00%
001-2110-522-2100	FICA TAXES - CITY MATCHING	6,489	81,887	6,864	15,813	66,074	63,253	77.24%	19.31%
001-2110-522-2200	CITY RETIREMENT CONTRIBUTION	17,945	278,048	22,767	56,172	221,876	224,687	80.81%	20.20%
001-2110-522-2300	LIFE AND HEALTH INSURANCE	26,115	273,536	18,359	37,819	235,718	151,274	55.30%	13.83%
001-2110-522-2400	WORKER'S COMPENSATION	-	7,426	1,399	1,399	6,027	5,596	75.36%	18.84%
001-2110-522-3100	PROFESSIONAL SERVICES	-	20,000	-	-	20,000	20,000	100.00%	0.00%
001-2110-522-3400	OTHER CONTRACTUAL SERVICES	-	70,529	19,679	37,896	32,633	70,529	100.00%	53.73%
001-2110-522-4000	TRAVEL & PER DIEM	-	21,250	674	674	20,576	2,696	12.69%	3.17%
001-2110-522-4200	FREIGHT & POSTAGE SERVICES	8	1,800	3	160	1,640	638	35.45%	8.86%
001-2110-522-4300	UTILITY SERVICES	7,126	146,400	15,356	24,361	122,039	97,443	66.56%	16.64%
001-2110-522-4400	RENTAL AND LEASES	136	36,500	2,571	6,315	30,185	25,261	69.21%	17.30%
001-2110-522-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	2,500	-	-	2,500	-	0.00%	0.00%
001-2110-522-4650	VEHICLE MAINTENANCE	-	2,500	194	194	2,306	775	31.00%	7.75%
001-2110-522-4700	PRINTING SERVICES	-	2,800	-	-	2,800	-	0.00%	0.00%
001-2110-522-5100	OFFICE SUPPLIES	913	10,000	721	2,267	7,733	10,000	100.00%	22.67%
001-2110-522-5200	OPERATING SUPPLIES	123	43,000	5,217	9,138	33,862	43,000	100.00%	21.25%
001-2110-522-5250	FUEL AND GASOLINE	486	7,750	620	1,513	6,237	7,750	100.00%	19.52%
001-2110-522-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	14,725	437	562	14,163	2,248	15.27%	3.82%
001-2110-522-5500	TRAINING	300	11,570	-	250	11,320	1,000	8.64%	2.16%
001-2110-522-6400	EQUIPMENT AND MACHINERY	-	350,000	-	-	350,000	175,000	50.00%	0.00%
FIRE - CHIEF'S OFFICE		148,947	2,562,404	191,225	418,659	2,143,745	1,797,661	70.16%	16.34%

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001-2120-522-1200	REGULAR SALARIES AND WAGES	259,062	3,537,587	348,123	801,972	2,735,615	3,207,886	90.68%	22.67%
001-2120-522-1210	LONGEVITY PAY	-	7,465	-	-	7,465	-	0.00%	0.00%
001-2120-522-1400	OVERTIME PAY	46,442	155,720	63,692	134,919	20,800	539,678	346.57%	86.64%
001-2120-522-1500	SPECIAL PAY	279	6,140	221	589	5,552	2,354	38.34%	9.59%
001-2120-522-2100	FICA TAXES - CITY MATCHING	22,747	283,579	30,688	69,425	214,153	283,579	100.00%	24.48%
001-2120-522-2200	CITY RETIREMENT CONTRIBUTION	53,579	930,268	91,294	233,079	697,189	930,268	100.00%	25.06%
001-2120-522-2300	LIFE AND HEALTH INSURANCE	87,120	906,856	65,593	138,693	768,163	554,774	61.18%	15.29%
001-2120-522-2400	WORKER'S COMPENSATION	-	41,954	11,493	11,493	30,461	45,971	109.58%	27.39%
001-2120-522-4000	TRAVEL & PER DIEM	-	2,000	-	-	2,000	-	0.00%	0.00%
001-2120-522-4400	RENTALS AND LEASES	-	20,000	-	-	20,000	-	0.00%	0.00%
001-2120-522-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	6,161	178,848	9,622	18,513	160,335	178,848	100.00%	10.35%
001-2120-522-4650	VEHICLE MAINTENANCE	7,869	105,000	19,399	27,270	77,730	105,000	100.00%	25.97%
001-2120-522-4850	PUBLIC RELATIONS	-	53,000	73	3,580	49,420	14,321	27.02%	6.76%
001-2120-522-5200	OPERATING SUPPLIES	46,394	928,454	28,710	72,349	856,105	289,396	31.17%	7.79%
001-2120-522-5250	FUEL AND GASOLINE	9,887	98,400	3,317	28,128	70,272	98,400	100.00%	28.59%
001-2120-522-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	500	9,700	1,765	5,992	3,708	9,700	100.00%	61.77%
001-2120-522-5500	TRAINING	-	77,500	1,200	1,200	76,300	4,800	6.19%	1.55%
001-2120-522-6200	BUILDINGS	-	85,000	-	31,835	53,165	75,000	88.24%	37.45%
001-2120-522-6400	EQUIPMENT AND MACHINERY	55,602	2,984,841	10,012	58,140	2,926,701	1,492,421	50.00%	1.95%
2120 FIRE SUPPRESSION		595,642	10,412,311	685,201	1,637,178	8,775,134	7,832,396	75.22%	15.72%
001-2130-526-0007	FIRE - EMERGENCY MEDICAL SERVICE								
001-2130-526-1200	REGULAR SALARIES AND WAGES	414,488	5,292,013	477,017	1,184,543	4,107,471	5,292,013	100.00%	22.38%
001-2130-526-1210	LONGEVITY PAY	-	15,959	-	-	15,959	-	0.00%	0.00%
001-2130-526-1225	PROFICIENCY PAY	42,597	563,014	41,780	100,272	462,742	401,088	71.24%	17.81%
001-2130-526-1400	OVERTIME PAY	92,701	191,400	100,517	254,043	(62,643)	254,043	132.73%	132.73%
001-2130-526-1500	SPECIAL PAY	2,310	33,442	2,379	5,709	27,732	22,837	68.29%	17.07%
001-2130-526-2100	FICA TAXES - CITY MATCHING	40,049	450,442	44,943	112,662	337,780	450,648	100.05%	25.01%
001-2130-526-2200	CITY RETIREMENT CONTRIBUTION	99,341	1,580,139	137,168	368,158	1,211,981	1,472,630	93.20%	23.30%
001-2130-526-2300	LIFE AND HEALTH INSURANCE	139,039	1,218,960	83,555	176,225	1,042,735	907,630	74.46%	14.46%
001-2130-526-2400	WORKER'S COMPENSATION	-	59,193	16,258	16,258	42,935	65,032	109.87%	27.47%
001-2130-526-3400	OTHER CONTRACTUAL SERVICES	5,404	666,000	27,730	27,730	638,270	666,000	100.00%	4.16%
001-2130-526-4100	COMMUNICATIONS SERVICES	-	7,200	-	-	7,200	3,000	41.67%	0.00%
001-2130-526-4400	RENTAL AND LEASES	1,917	20,000	4,481	4,481	15,519	20,000	100.00%	22.40%
001-2130-526-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	-	37,000	310	310	36,690	12,000	32.43%	0.84%
001-2130-526-4650	VEHICLE MAINTENANCE	1,716	66,827	57,477	59,408	7,419	22,864	34.21%	88.90%
001-2130-526-4700	PRINTING SERVICES	-	1,500	-	-	1,500	-	0.00%	0.00%
001-2130-526-4950	EMS BILLING EXPENSE	10,942	108,200	-	8,064	100,136	87,000	80.41%	7.45%
001-2130-526-4951	EMS PEMT EXPENSE	-	-	-	169,363	(169,363)	169,363	0.00%	0.00%
001-2130-526-5200	OPERATING SUPPLIES	7,952	290,700	12,915	39,170	251,530	290,700	23.01%	13.47%
001-2130-526-5250	FUEL AND GASOLINE	5,981	68,400	4,332	16,427	51,973	66,900	2.19%	24.02%
001-2130-526-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,500	-	-	1,500	1,500	6666.67%	0.00%
001-2130-526-5500	TRAINING	21,116	228,500	31,850	32,100	196,400	100,000	170.68%	14.05%
001-2130-526-6400	EQUIPMENT AND MACHINERY	-	780,000	-	-	780,000	390,000	0.00%	0.00%
2130 FIRE EMS		885,555	11,680,388	1,042,710	2,574,922	9,105,465	10,695,249	91.57%	22.04%
FIRE DEPARTMENT		1,630,145	24,655,103	1,919,136	4,630,759	20,024,345	20,325,307	82.44%	18.78%

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001-2210-521-0012	POLICE - CHIEF'S OFFICE								
001-2210-521-1200	REGULAR SALARIES AND WAGES	56,117	616,887	58,435	142,091	474,796	616,887	100.00%	23.03%
001-2210-521-1210	LONGEVITY PAY	-	1,803	-	-	1,803	-	0.00%	0.00%
001-2210-521-1225	PROFICIENCY PAY	48	500	96	231	269	923	184.52%	46.13%
001-2210-521-1400	OVERTIME PAY	4,284	12,000	2,496	6,926	5,074	27,705	230.88%	57.72%
001-2210-521-1500	SPECIAL PAY	600	6,240	600	1,440	4,800	5,760	92.31%	23.08%
001-2210-521-1600	OTHER REIMBURSED ALLOWANCES	92	960	92	222	738	886	92.31%	23.08%
001-2210-521-2100	FICA TAXES - CITY MATCHING	4,384	38,394	4,396	10,649	27,746	42,594	110.94%	27.73%
001-2210-521-2200	CITY RETIREMENT CONTRIBUTION	4,185	55,786	5,101	13,398	42,388	53,591	96.07%	24.02%
001-2210-521-2300	LIFE AND HEALTH INSURANCE	16,437	116,585	9,350	19,727	96,858	102,580	87.99%	16.92%
001-2210-521-2400	WORKER'S COMPENSATION	-	2,213	635	635	1,578	1,909	86.27%	28.70%
001-2210-521-3100	PROFESSIONAL SERVICES	1,059	18,200	1,084	1,275	16,925	14,250	78.30%	7.00%
001-2210-521-4000	TRAVEL & PER DIEM	-	12,300	465	583	11,717	2,332	18.96%	4.74%
001-2210-521-4200	FREIGHT & POSTAGE SERVICES	266	10,000	468	1,033	8,967	4,131	41.31%	10.33%
001-2210-521-4300	UTILITY SERVICES	1,231	57,750	4,590	8,406	49,344	52,034	90.10%	14.56%
001-2210-521-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	-	28,300	-	-	28,300	8,600	30.39%	0.00%
001-2210-521-4650	VEHICLE MAINTENANCE	64	17,000	-	-	17,000	6,400	37.65%	0.00%
001-2210-521-4700	PRINTING SERVICES	-	3,575	-	-	3,575	-	0.00%	0.00%
001-2210-521-4900	OTHER CURRENT CHARGES	-	2,000	-	-	2,000	-	0.00%	0.00%
001-2210-521-4902	LEGAL ADVERTISING	-	1,000	-	-	1,000	-	0.00%	0.00%
001-2210-521-5100	OFFICE SUPPLIES	150	3,250	18	18	3,232	1,300	40.00%	0.56%
001-2210-521-5200	OPERATING SUPPLIES	1,020	46,100	5,326	4,991	41,109	13,400	29.07%	10.83%
001-2210-521-5250	FUEL AND GASOLINE	422	9,000	81	1,625	7,375	4,450	49.44%	18.05%
001-2210-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	240	6,600	1,210	1,210	5,390	4,700	71.21%	18.33%
001-2210-521-5500	TRAINING	-	78,300	1,540	6,415	71,885	7,900	10.09%	8.19%
001-2210-521-6300	IMPROVEMENTS OTHER THAN BLDGS.	-	8,000	-	-	8,000	8,000	100.00%	0.00%
POLICE - CHIEF'S OFFICE		90,601	1,152,744	95,984	220,874	931,870	980,333	85.04%	19.16%
001-2220-521-0014	POLICE - FIELD SERVICES								
001-2220-521-1200	REGULAR SALARIES AND WAGES	517,211	6,006,418	660,903	1,486,180	4,520,238	5,944,721	98.97%	24.74%
001-2220-521-1210	LONGEVITY PAY	-	13,727	-	-	13,727	-	0.00%	0.00%
001-2220-521-1225	PROFICIENCY PAY	1,337	19,656	2,404	5,673	13,983	22,691	115.44%	28.86%
001-2220-521-1400	OVERTIME PAY	20,200	271,240	38,891	95,494	175,746	381,978	140.83%	35.21%
001-2220-521-1500	SPECIAL PAY	4,519	71,563	4,396	10,528	61,035	42,112	58.85%	14.71%
001-2220-521-1600	OTHER REIMBURSED ALLOWANCES	188	2,440	235	563	1,877	2,252	92.31%	23.08%
001-2220-521-2100	FICA TAXES - CITY MATCHING	40,232	482,835	51,726	117,217	365,618	468,867	97.11%	24.28%
001-2220-521-2200	CITY RETIREMENT CONTRIBUTION	104,548	1,588,974	164,640	400,179	1,188,795	1,600,718	100.74%	25.18%
001-2220-521-2300	LIFE AND HEALTH INSURANCE	141,240	1,431,366	90,198	191,334	1,240,032	765,336	53.47%	13.37%
001-2220-521-2400	WORKER'S COMPENSATION	-	41,150	11,144	11,144	30,006	44,576	108.33%	27.08%
001-2220-521-3100	PROFESSIONAL SERVICES	1,129	21,500	3,750	3,750	17,750	12,600	58.60%	17.44%
001-2220-521-3400	OTHER CONTRACTUAL SERVICES	403	4,320	306	606	3,714	3,540	81.94%	14.03%
001-2220-521-4000	TRAVEL & PER DIEM	-	8,500	240	465	8,035	1,700	20.00%	5.47%
001-2220-521-4100	COMMUNICATIONS SERVICES	385	5,280	791	791	4,489	4,500	85.23%	14.98%
001-2220-521-4400	RENTALS & LEASES	555	6,500	-	-	6,500	6,600	101.54%	0.00%
001-2220-521-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	-	41,900	2,739	2,778	39,122	16,200	38.66%	6.63%
001-2220-521-4650	VEHICLE MAINTENANCE	15,978	180,000	11,335	15,220	164,780	93,400	51.89%	8.46%
001-2220-521-4700	PRINTING SERVICES	-	8,800	-	-	8,800	7,940	90.23%	0.00%
001-2220-521-5100	OFFICE SUPPLIES	-	10,750	-	-	10,750	5,300	49.30%	0.00%
001-2220-521-5200	OPERATING SUPPLIES	24,787	1,312,630	21,975	22,342	1,290,288	549,000	41.82%	1.70%
001-2220-521-5250	FUEL AND GASOLINE	15,391	275,000	14,171	51,279	223,721	220,134	80.05%	18.65%
001-2220-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	175	5,500	-	-	5,500	1,940	35.27%	0.00%
001-2220-521-5500	TRAINING	-	40,650	3,976	9,376	31,274	25,300	62.24%	23.07%
001-2220-521-6400	EQUIPMENT AND MACHINERY	-	1,384,000	-	-	1,384,000	692,000	50.00%	0.00%
POLICE - FIELD SERVICES		888,278	13,234,699	1,083,821	2,424,920	10,809,779	10,913,405	82.46%	18.32%
001-2230-521-0015	POLICE - SUPPORT SERVICES								
001-2230-521-1200	REGULAR SALARIES AND WAGES	355,097	3,841,889	350,026	842,215	2,999,674	3,368,860	87.69%	21.92%
001-2230-521-1210	LONGEVITY PAY	-	13,851	-	-	13,851	-	0.00%	0.00%
001-2230-521-1225	PROFICIENCY PAY	1,539	15,507	3,615	8,730	6,777	34,922	225.19%	56.30%
001-2230-521-1300	OTHER SALARIES AND WAGES	-	2,500	-	-	2,500	-	0.00%	0.00%

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001-2230-521-1400	OVERTIME PAY	17,814	165,783	28,717	91,027	74,756	364,108	219.63%	54.91%
001-2230-521-1500	SPECIAL PAY	3,416	34,324	3,388	8,170	26,154	32,680	95.21%	23.80%
001-2230-521-1600	OTHER REIMBURSED ALLOWANCES	1,750	18,680	1,608	3,859	14,822	15,434	82.62%	20.66%
001-2230-521-2100	FICA TAXES - CITY MATCHING	27,510	305,491	28,218	69,026	236,465	276,104	90.38%	22.60%
001-2230-521-2200	CITY RETIREMENT CONTRIBUTION	58,989	821,032	63,196	167,956	653,076	671,824	81.83%	20.46%
001-2230-521-2300	LIFE AND HEALTH INSURANCE	107,726	823,713	55,510	118,053	705,660	472,211	57.33%	14.33%
001-2230-521-2400	WORKER'S COMPENSATION	-	22,245	6,318	6,318	15,927	25,272	113.60%	28.40%
001-2230-521-3100	PROFESSIONAL SERVICES	438	16,000	-	109	15,891	9,000	56.25%	0.68%
001-2230-521-4000	TRAVEL & PER DIEM	-	7,750	-	161	7,589	1,932	24.93%	2.08%
001-2230-521-4100	COMMUNICATIONS SERVICES	271	11,000	456	787	10,213	3,755	34.14%	7.16%
001-2230-521-4400	RENTAL AND LEASES	1,575	10,000	-	-	10,000	9,775	97.75%	0.00%
001-2230-521-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	4,880	115,525	-	-	115,525	19,700	17.05%	0.00%
001-2230-521-4650	VEHICLE MAINTENANCE	2,364	65,000	4,146	5,449	59,551	65,000	100.00%	8.38%
001-2230-521-4700	PRINTING SERVICES	-	8,500	-	-	8,500	-	0.00%	0.00%
001-2230-521-4902	LEGAL ADVERTISING	-	500	-	-	500	-	0.00%	0.00%
001-2230-521-5100	OFFICE SUPPLIES	184	6,000	704	704	5,296	1,951	32.52%	11.74%
001-2230-521-5200	OPERATING SUPPLIES	1,661	78,000	4,241	6,174	71,826	36,700	47.05%	7.92%
001-2230-521-5250	FUEL AND GASOLINE	4,787	85,000	3,086	17,391	67,609	71,900	84.59%	20.46%
001-2230-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	676	2,700	113	113	2,587	1,100	40.74%	4.18%
001-2230-521-5500	TRAINING	-	23,500	475	5,465	18,035	21,500	91.49%	23.26%
001-2230-521-6400	EQUIPMENT AND MACHINERY	-	351,000	-	-	351,000	351,000	100.00%	0.00%
POLICE - SUPPORT SERVICES		590,678	6,845,491	553,817	1,351,708	5,493,783	5,854,729	85.53%	19.75%
001-2235-521-0016	POLICE - SCHOOL CROSSING GUARDS								
001-2235-521-1300	OTHER SALARIES AND WAGES	9,510	206,960	13,342	45,674	161,286	182,696	88.28%	22.07%
001-2235-521-1600	OTHER REIMBURSED ALLOWANCES	-	-	4,416	-	-	-	0.00%	0.00%
001-2235-521-2100	FICA TAXES - CITY MATCHING	728	15,832	1,358	3,494	12,339	13,975	88.27%	22.07%
001-2235-521-2400	WORKER'S COMPENSATION	-	5,470	1,570	1,570	3,900	3,500	63.99%	28.70%
001-2235-521-5200	OPERATING SUPPLIES	867	4,400	183	183	4,217	733	16.67%	4.17%
2235 POLICE CROSSING GUARDS		11,104	232,662	20,869	50,921	181,741	200,904	86.35%	21.89%
001-2250-519-0016	POLICE - COMMUNICATIONS/DISPATCH								
001-2250-519-1200	REGULAR SALARIES AND WAGES	140,487	1,579,454	139,568	320,674	1,258,781	1,282,694	81.21%	20.30%
001-2250-519-1210	LONGEVITY PAY	-	3,820	-	-	3,820	-	0.00%	0.00%
001-2250-519-1225	PROFICIENCY PAY	192	4,502	462	1,000	3,502	4,000	88.85%	22.21%
001-2250-519-1300	OTHER SALARIES AND WAGES	-	47,206	-	-	47,206	-	0.00%	0.00%
001-2250-519-1400	OVERTIME PAY	35,014	187,097	35,450	80,690	106,406	322,761	172.51%	43.13%
001-2250-519-1600	OTHER REIMBURSED ALLOWANCES	46	480	-	-	480	-	0.00%	0.00%
001-2250-519-2100	FICA TAXES - CITY MATCHING	12,931	139,299	12,982	29,654	109,646	118,614	85.15%	21.29%
001-2250-519-2200	CITY RETIREMENT CONTRIBUTION	17,170	259,153	21,449	60,137	199,016	240,549	92.82%	23.21%
001-2250-519-2300	LIFE AND HEALTH INSURANCE	48,417	532,060	23,210	43,411	488,648	173,646	32.64%	8.16%
001-2250-519-2400	WORKER'S COMPENSATION	-	449	129	129	320	516	114.79%	28.70%
001-2250-519-3100	PROFESSIONAL SERVICES	-	8,250	-	-	8,250	8,250	100.00%	0.00%
001-2250-519-3400	OTHER CONTRACTUAL SERVICES	37	24,600	-	-	24,600	24,600	100.00%	0.00%
001-2250-519-4000	TRAVEL & PER DIEM	-	3,400	-	-	3,400	3,400	100.00%	0.00%
001-2250-519-4100	COMMUNICATIONS SERVICES	930	15,800	-	-	15,800	15,800	100.00%	0.00%
001-2250-519-4300	UTILITY SERVICES	-	44,550	2,450	4,847	39,703	37,503	84.18%	10.88%
001-2250-519-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	10,500	116	116	10,384	8,049	76.66%	1.10%
001-2250-519-5100	OFFICE SUPPLIES	-	7,000	335	335	6,665	2,000	28.57%	4.79%
001-2250-519-5200	OPERATING SUPPLIES	-	7,150	-	-	7,150	1,100	15.38%	0.00%
001-2250-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	3,760	-	-	3,760	1,570	41.76%	0.00%
001-2250-519-5500	TRAINING	-	20,400	1,432	1,432	18,968	5,250	25.74%	7.02%
2250 DISPATCH		255,225	2,898,930	237,581	542,425	2,356,506	2,250,301	77.63%	18.71%
POLICE DEPARTMENT		1,835,886	24,364,527	1,992,072	4,590,847	19,773,679	20,199,672	82.91%	18.84%
001-3310-519-0017	PUBLIC SERVICES - FLEET MANAGEMENT								
001-3310-519-1200	REGULAR SALARIES AND WAGES	58,249	736,191	68,993	165,738	570,454	662,951	90.05%	22.51%
001-3310-519-1210	LONGEVITY PAY	-	2,535	-	-	2,535	-	0.00%	0.00%
001-3310-519-1400	OVERTIME PAY	293	10,000	389	1,611	8,389	6,445	64.45%	16.11%
001-3310-519-1600	OTHER REIMBURSED ALLOWANCES	46	480	46	111	369	443	92.30%	23.08%

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Account	Account Description	FY23 Prior - December Rev/Expd	FY24 Adopted Budgeted	FY24 Current - December Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
001-3310-519-2100	FICA TAXES - CITY MATCHING	4,263	61,139	5,066	12,132	49,008	48,526	79.37%	19.84%
001-3310-519-2200	CITY RETIREMENT CONTRIBUTION	6,978	116,684	10,137	26,430	90,254	105,721	90.60%	22.65%
001-3310-519-2300	LIFE AND HEALTH INSURANCE	24,841	247,541	15,160	32,097	215,444	128,387	51.87%	12.97%
001-3310-519-2400	WORKER'S COMPENSATION	-	3,433	985	985	2,448	3,940	114.78%	28.70%
001-3310-519-3400	OTHER CONTRACTUAL SERVICES	101	2,260	-	-	2,260	1,336	59.12%	0.00%
001-3310-519-4000	TRAVEL & PER DIEM	65	6,600	111	269	6,331	1,075	16.28%	4.07%
001-3310-519-4200	FREIGHT & POSTAGE SERVICES	-	100	-	-	100	100	100.00%	0.00%
001-3310-519-4300	UTILITY SERVICES	596	10,500	1,638	2,290	8,210	9,159	87.22%	21.81%
001-3310-519-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	3,344	89,000	7,836	7,836	81,164	31,344	35.22%	8.80%
001-3310-519-4650	VEHICLE MAINTENANCE	637	10,000	107	107	9,893	429	4.29%	1.07%
001-3310-519-5100	OFFICE SUPPLIES	62	2,000	-	-	2,000	-	0.00%	0.00%
001-3310-519-5200	OPERATING SUPPLIES	679	35,350	2,970	9,029	26,321	36,118	102.17%	25.54%
001-3310-519-5250	FUEL AND GASOLINE	215	9,134	144	699	8,435	2,795	30.60%	7.65%
001-3310-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,250	-	-	1,250	-	0.00%	0.00%
001-3310-519-5500	TRAINING	-	3,500	-	-	3,500	-	0.00%	0.00%
001-3310-519-6400	EQUIPMENT AND MACHINERY	-	50,000	-	36,665	13,335	50,000	100.00%	73.33%
PUBLIC SERVICES - FLEET MANAGEMENT		100,371	1,397,698	113,583	295,998	1,101,699	1,088,769	77.90%	21.18%
001-3512-539-0020	PUBLIC SERVICES - CEMETERY								
001-3512-539-1200	REGULAR SALARIES AND WAGES	7,787	89,291	8,197	20,269	69,022	81,075	90.80%	22.70%
001-3512-539-1210	LONGEVITY PAY	-	524	-	-	524	-	0.00%	0.00%
001-3512-539-1400	OVERTIME PAY	21	1,550	-	30	1,520	120	7.76%	1.94%
001-3512-539-2100	FICA TAXES - CITY MATCHING	556	6,989	583	1,430	5,559	5,722	81.87%	20.47%
001-3512-539-2200	CITY RETIREMENT CONTRIBUTION	930	13,339	609	1,631	11,708	6,523	48.90%	12.23%
001-3512-539-2300	LIFE AND HEALTH INSURANCE	4,188	29,355	2,403	5,077	24,278	20,308	69.18%	17.30%
001-3512-539-2400	WORKER'S COMPENSATION	-	1,435	412	412	1,023	1,647	114.78%	28.70%
001-3512-539-3100	PROFESSIONAL SERVICES	-	75,000	-	-	75,000	75,000	100.00%	0.00%
001-3512-539-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	36,000	-	-	36,000	36,000	100.00%	0.00%
001-3512-539-4650	VEHICLE MAINTENANCE	417	4,000	280	280	3,720	1,120	28.00%	7.00%
001-3512-539-5200	OPERATING SUPPLIES	-	12,815	284	284	12,531	1,135	8.86%	2.21%
001-3512-539-5250	FUEL AND GASOLINE	402	5,000	(69)	1,089	3,911	4,357	87.14%	21.79%
001-3512-539-6300	INFRASTRUCTURE	-	85,000	-	-	85,000	85,000	100.00%	0.00%
PUBLIC SERVICES - CEMETERY		14,303	360,298	12,698	30,502	329,797	318,007	88.26%	8.47%

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Account	Account Description	FY23 Prior - December Rev/Expd	FY24 Adopted Budgeted	FY24 Current - December Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
001-3514-572-0022	GROUPS - ATHLETIC COMPLEXES								
001-3514-572-1200	REGULAR SALARIES AND WAGES	66,695	806,622	72,232	175,615	631,007	702,458	87.09%	21.77%
001-3514-572-1210	LONGEVITY PAY	-	3,101	-	-	3,101	-	0.00%	0.00%
001-3514-572-1400	OVERTIME PAY	2,803	10,000	2,470	7,181	2,819	28,723	287.23%	71.81%
001-3514-572-1600	OTHER REIMBURSED ALLOWANCES	-	480	46	111	369	443	92.30%	23.08%
001-3514-572-2100	FICA TAXES - CITY MATCHING	5,114	62,746	5,410	13,152	49,594	52,608	83.84%	20.96%
001-3514-572-2200	CITY RETIREMENT CONTRIBUTION	8,283	119,750	10,913	28,741	91,009	114,962	96.00%	24.00%
001-3514-572-2300	LIFE AND HEALTH INSURANCE	36,857	314,129	22,672	48,174	265,955	192,697	61.34%	15.34%
001-3514-572-2400	WORKER'S COMPENSATION	-	4,848	1,391	1,391	3,456	5,564	114.78%	28.70%
001-3514-572-3400	OTHER CONTRACTUAL SERVICES	9,255	899,680	124,329	188,754	710,926	755,017	83.92%	20.98%
001-3514-572-4000	TRAVEL & PER DIEM	-	500	-	-	500	-	0.00%	0.00%
001-3514-572-4200	FREIGHT & POSTAGE SERVICES	-	100	-	-	100	-	0.00%	0.00%
001-3514-572-4300	UTILITY SERVICES	11,355	288,100	24,549	61,375	226,725	245,498	85.21%	21.30%
001-3514-572-4400	RENTALS AND LEASES	-	2,000	-	-	2,000	-	0.00%	0.00%
001-3514-572-4600	REPAIRS AND MAINTENANCE SERVICES	5,057	118,000	-	-	118,000	59,000	50.00%	0.00%
001-3514-572-4650	VEHICLE MAINTENANCE	6,537	70,000	9,699	13,281	56,719	53,123	75.89%	18.97%
001-3514-572-4900	OTHER CURRENT CHARGES AND OBLIGATIONS	-	2,000	-	-	2,000	-	0.00%	0.00%
001-3514-572-5200	OPERATING SUPPLIES	14,863	334,909	15,461	29,363	305,546	117,453	35.07%	8.77%
001-3514-572-5250	FUEL AND GASOLINE	3,430	60,000	2,016	9,040	50,960	36,160	60.27%	15.07%
001-3514-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	565	-	-	565	-	0.00%	0.00%
001-3514-572-5500	TRAINING	-	2,950	-	240	2,710	960	32.54%	8.14%
001-3514-572-6300	INFRASTRUCTURE	-	260,000	-	-	260,000	260,000	100.00%	0.00%
001-3514-572-6400	EQUIPMENT & MACHINERY	-	150,000	-	-	150,000	150,000	100.00%	0.00%
	GROUPS - ATHLETIC COMPLEXES	170,250	3,510,479	291,187	576,417	2,934,062	2,774,668	79.04%	16.42%
001-3612-572-0023	REC - ATHLETICS								
001-3612-572-1200	REGULAR SALARIES AND WAGES	65,341	796,869	73,636	175,404	621,464	701,617	88.05%	22.01%
001-3612-572-1210	LONGEVITY PAY	-	2,113	-	-	2,113	-	0.00%	0.00%
001-3612-572-1300	OTHER SALARIES AND WAGES	9,815	178,850	14,536	45,842	133,008	183,368	102.53%	25.63%
001-3612-572-1400	OVERTIME PAY	899	10,550	817	2,581	7,969	10,325	97.87%	24.47%
001-3612-572-1600	OTHER REIMBURSED ALLOWANCES	-	2,400	231	554	1,846	2,215	92.31%	23.08%
001-3612-572-2100	FICA TAXES - CITY MATCHING	5,714	75,362	6,699	16,823	58,539	67,292	89.29%	22.32%
001-3612-572-2200	CITY RETIREMENT CONTRIBUTION	7,889	117,607	10,626	27,804	89,803	111,217	94.57%	23.64%
001-3612-572-2300	LIFE AND HEALTH INSURANCE	22,690	213,284	14,383	30,422	182,862	121,688	57.05%	14.26%
001-3612-572-2400	WORKER'S COMPENSATION	-	6,901	1,980	1,980	4,921	6,901	100.00%	28.70%
001-3612-572-3400	OTHER CONTRACTUAL SERVICES	16,051	171,075	20,615	37,471	133,604	149,884	87.61%	21.90%
001-3612-572-4000	TRAVEL & PER DIEM	-	2,000	300	300	1,700	1,200	60.00%	15.00%
001-3612-572-4200	FREIGHT & POSTAGE SERVICES	116	600	3	129	471	517	86.10%	21.53%
001-3612-572-4400	RENTALS AND LEASES	242	3,000	489	1,403	1,597	3,000	100.00%	46.76%
001-3612-572-4600	REPAIRS & MAINT. - BLDG. & EQUIPMENT	3,540	37,000	375	375	36,625	1,500	4.05%	1.01%
001-3612-572-4650	VEHICLE MAINTENANCE	1,008	13,000	1,456	1,517	11,483	6,070	46.69%	11.67%
001-3612-572-4700	PRINTING SERVICES	1,600	18,000	689	689	17,311	2,755	15.31%	3.83%
001-3612-572-4800	PROMOTIONAL ADVERTISEMENT	-	26,000	3,229	3,229	22,771	12,917	49.68%	12.42%
001-3612-572-5100	OFFICE SUPPLIES	509	7,000	114	114	6,886	456	6.51%	1.63%
001-3612-572-5200	OPERATING SUPPLIES	4,661	202,700	8,529	13,343	189,357	53,371	26.33%	6.58%
001-3612-572-5201	APOKA PROUD CITY EVENTS	29,190	199,000	34,833	40,833	158,167	163,332	82.08%	20.52%
001-3612-572-5203	COMMUNITY EVENTS	8,210	194,000	6,654	10,582	183,418	42,328	21.82%	5.45%
001-3612-572-5206	RECREATION SCHOLARSHIPS - ADVENT HEALTH	-	30,000	-	-	30,000	-	0.00%	0.00%
001-3612-572-5250	FUEL AND GASOLINE	175	20,000	214	677	19,323	2,709	13.54%	3.39%
001-3612-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	7,665	-	649	7,016	2,596	33.87%	8.47%
001-3612-572-5500	TRAINING	-	6,600	-	-	6,600	-	0.00%	0.00%
001-3612-572-6300	IMPROVEMENTS OTHER THAN BUILDINGS	-	815,000	-	-	815,000	407,500	50.00%	0.00%
001-3612-572-6400	EQUIPMENT AND MACHINERY	-	43,000	-	-	43,000	43,000	100.00%	0.00%
	REC - ATHLETICS	177,652	3,199,575	200,408	412,722	2,786,852	2,097,757	65.56%	12.90%
001-3613-572-0001	REC - ACTIVITIES AND CIVIC EVENTS								
001-3614-572-1200	REGULAR SALARIES AND WAGES	8,563	75,261	3,561	9,319	65,941	37,277	49.53%	12.38%
001-3614-572-1210	LONGEVITY PAY	-	114	-	-	114	-	0.00%	0.00%
001-3614-572-1300	OTHER SALARIES AND WAGES	-	190,900	(43)	(43)	190,943	-	0.00%	-0.02%
001-3614-572-1400	OVERTIME PAY	618	6,250	172	1,065	5,185	4,258	68.13%	17.03%

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Account	Account Description	FY23 Prior -	FY24	FY24 Current	FY24 YTD	FY24 Balance	FY24 Annual	Annual %	YTD %
		December	Adopted	- December					
		Rev/Expd	Budgeted	Rev/Expd	Rev/Expd	Excess/Deficit	Projection		
001-3614-572-2100	FICA TAXES - CITY MATCHING	701	20,848	282	791	20,057	3,164	15.18%	3.79%
001-3614-572-2200	CITY RETIREMENT CONTRIBUTION	992	11,054	505	1,435	9,619	5,742	51.94%	12.99%
001-3614-572-2300	LIFE AND HEALTH INSURANCE	2,002	12,170	1,099	3,891	8,279	15,562	127.88%	31.97%
001-3614-572-2400	WORKER'S COMPENSATION	-	3,790	1,087	1,087	2,702	4,350	114.78%	28.70%
001-3614-572-3400	OTHER CONTRACTUAL SERVICES	-	200,000	-	3,012	196,988	12,048	6.02%	1.51%
001-3614-572-4000	TRAVEL & PER DIEM	-	250	-	-	250	-	0.00%	0.00%
001-3614-572-4200	FREIGHT & POSTAGE SERVICES	-	100	-	-	100	-	0.00%	0.00%
001-3614-572-4300	UTILITY SERVICES	1,476	48,000	2,545	5,366	42,634	21,466	44.72%	11.18%
001-3614-572-4400	RENTALS AND LEASES	76	7,800	-	-	7,800	-	0.00%	0.00%
001-3614-572-4600	REPAIR & MAINT.-BLDG. & EQUIP.	2,117	65,400	8,310	8,310	57,090	33,242	50.83%	12.71%
001-3614-572-4650	VEHICLE MAINTENANCE	-	5,000	-	-	5,000	-	0.00%	0.00%
001-3614-572-4700	PRINTING SERVICES	-	5,000	-	-	5,000	-	0.00%	0.00%
001-3614-572-4800	PROMOTIONAL ADVERTISEMENT	-	8,500	-	-	8,500	-	0.00%	0.00%
001-3614-572-5100	OFFICE SUPPLIES	13	4,000	-	-	4,000	-	0.00%	0.00%
001-3614-572-5200	OPERATING SUPPLIES	-	95,200	2,871	4,110	91,090	16,440	17.27%	4.32%
001-3614-572-5250	FUEL AND GASOLINE	-	3,000	-	-	3,000	-	0.00%	0.00%
001-3614-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	4,565	-	-	4,565	-	0.00%	0.00%
001-3614-572-5500	TRAINING	-	7,980	-	1,880	6,100	7,520	94.24%	23.56%
001-3614-572-6300	IMPROVEMENTS OTHER THAN BUILDINGS	-	305,000	-	-	305,000	305,000	100.00%	0.00%
001-3614-572-6400	EQUIPMENT & MACHINERY	-	-	17,324	17,324	(17,324)	17,324	0.00%	0.00%
CAMP WEWA		16,557	1,080,181	37,713	57,548	1,022,632	483,393	44.75%	5.33%
RECREATION DEPARTMENT		378,762	8,150,533	542,006	1,077,189	7,073,344	5,673,825	69.61%	13.22%
001-4020-515-0025	COMMUNITY DEV - PLANNING								
001-4020-515-1200	REGULAR SALARIES AND WAGES	62,122	681,662	82,567	198,863	482,799	795,454	116.69%	29.17%
001-4020-515-1210	LONGEVITY PAY	-	846	-	-	846	-	0.00%	0.00%
001-4020-515-1300	OTHER SALARIES AND WAGES	-	18,720	-	-	18,720	-	0.00%	0.00%
001-4020-515-1400	OVERTIME PAY	-	-	30	169	(169)	675	0.00%	0.00%
001-4020-515-2100	FICA TAXES - CITY MATCHING	4,523	49,533	5,935	14,093	35,440	56,372	113.81%	28.45%
001-4020-515-2200	CITY RETIREMENT CONTRIBUTION	5,599	99,646	10,040	26,098	73,548	104,393	104.76%	26.19%
001-4020-515-2300	LIFE AND HEALTH INSURANCE	14,930	163,847	12,923	29,040	134,807	116,160	70.90%	17.72%
001-4020-515-2400	WORKER'S COMPENSATION	-	1,194	343	343	852	1,371	114.78%	28.70%
001-4020-515-3400	OTHER CONTRACTUAL SERVICES	11,594	538,000	-	2,679	535,321	10,716	1.99%	0.50%
001-4020-515-4000	TRAVEL & PER DIEM	-	4,200	-	705	3,495	2,820	67.15%	16.79%
001-4020-515-4100	COMMUNICATIONS SERVICES	-	3,700	-	-	3,700	-	0.00%	0.00%
001-4020-515-4200	FREIGHT & POSTAGE SERVICES	648	7,120	309	1,201	5,919	4,803	67.46%	16.86%
001-4020-515-4400	RENTALS AND LEASES	428	2,500	-	-	2,500	-	0.00%	0.00%
001-4020-515-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	57,500	669	47,669	9,831	57,500	100.00%	82.90%
001-4020-515-4650	VEHICLE MAINTENANCE	-	8,000	-	415	7,585	1,659	20.74%	5.19%
001-4020-515-4700	PRINTING SERVICES	-	2,540	290	1,124	1,416	2,540	100.00%	44.25%
001-4020-515-4902	LEGAL ADVERTISING	1,472	40,000	1,581	1,581	38,420	6,322	15.81%	3.95%
001-4020-515-5100	OFFICE SUPPLIES	237	12,000	437	886	11,114	3,543	29.53%	7.38%
001-4020-515-5200	OPERATING SUPPLIES	1,620	10,345	-	-	10,345	-	0.00%	0.00%
001-4020-515-5250	FUEL AND GASOLINE	-	6,000	(8)	61	5,939	243	4.05%	1.01%
001-4020-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	21,765	98	114	21,651	456	2.09%	0.52%
001-4020-515-5500	TRAINING	-	3,950	-	395	3,555	1,580	40.00%	10.00%
001-4020-515-6400	EQUIPMENT AND MACHINERY	-	15,105	-	-	15,105	15,105	100.00%	0.00%
001-4020-515-6800	INTANGIBLE ASSETS	-	35,001	-	-	35,001	35,001	100.00%	0.00%
4020 PLANNING		103,172	1,783,175	115,213	325,434	1,457,740	1,216,713	68.23%	18.25%

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001-4021-524-0000	COMMUNITY DEV - BUILDING								
001-4021-524-1200	REGULAR SALARIES AND WAGES	69,165	852,964	60,814	140,714	712,250	562,855	65.99%	16.50%
001-4021-524-1210	LONGEVITY PAY	-	1,899	-	-	1,899	-	0.00%	0.00%
001-4021-524-1400	OVERTIME PAY	579	4,000	131	2,025	1,975	4,000	100.00%	50.63%
001-4021-524-1600	OTHER REIMBURSED ALLOWANCES	46	480	-	-	480	-	0.00%	0.00%
001-4021-524-2100	FICA TAXES - CITY MATCHING	5,146	65,058	4,555	10,629	54,429	42,515	65.35%	16.34%
001-4021-524-2200	CITY RETIREMENT CONTRIBUTION	7,656	117,074	7,775	19,189	97,885	76,756	65.56%	16.39%
001-4021-524-2300	LIFE AND HEALTH INSURANCE	19,368	191,259	9,760	17,159	174,100	68,637	35.89%	8.97%
001-4021-524-2400	WORKERS' COMPENSATION	-	3,359	964	964	2,395	3,855	114.79%	28.70%
001-4021-524-4000	TRAVEL AND PER DIEM	-	750	-	-	750	-	0.00%	0.00%
001-4021-524-4200	FREIGHT & POSTAGE SERVICES	-	200	50	55	145	220	110.22%	27.56%
001-4021-524-4400	RENTALS AND LEASES	-	4,380	-	-	4,380	-	0.00%	0.00%
001-4021-524-4600	REPAIR & MAINT.-BLDG & EQUIP	-	11,950	247	10,196	1,754	11,950	100.00%	85.32%
001-4021-524-4650	VEHICLE MAINTENANCE	4,567	7,000	86	438	6,562	1,753	25.05%	6.26%
001-4021-524-4700	PRINTING SERVICES	-	550	-	-	550	-	0.00%	0.00%
001-4021-524-5100	OFFICE SUPPLIES	444	5,000	177	537	4,463	2,147	42.93%	10.73%
001-4021-524-5200	OPERATING SUPPLIES	84	3,740	990	990	2,750	3,958	105.84%	26.46%
001-4021-524-5250	FUEL AND GASOLINE	457	10,000	214	1,226	8,774	4,905	49.05%	12.26%
001-4021-524-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	4,660	-	-	4,660	-	0.00%	0.00%
001-4021-524-5500	TRAINING	-	15,325	-	-	15,325	-	0.00%	0.00%
001-4021-524-6400	MACHINERY AND EQUIPMENT	-	75,000	-	-	75,000	75,000	100.00%	0.00%
COMMUNITY DEV - BUILDING		107,511	1,374,647	85,763	204,122	1,170,525	858,553	62.46%	14.85%
COMMUNITY DEVELOPMENT		210,683	3,157,822	200,976	529,557	2,628,265	2,075,266	65.72%	16.77%
001-4022-515-0025	ECONOMIC DEVELOPMENT	-	-	-	-	-	-	-	-
001-4022-515-1200	REGULAR SALARIES AND WAGES	-	120,000	-	-	120,000	120,000	100.00%	0.00%
001-4022-515-2100	FICA TAXES - CITY MATCHING	-	9,180	-	-	9,180	9,180	100.00%	0.00%
001-4022-515-2300	LIFE AND HEALTH INSURANCE	-	12,151	114	249	11,902	12,151	100.00%	2.05%
001-4022-515-3400	OTHER CONTRACTUAL SERVICES	-	30,000	-	-	30,000	30,000	100.00%	0.00%
001-4022-515-4000	TRAVEL & PER DIEM	-	10,000	-	-	10,000	10,000	100.00%	0.00%
001-4022-515-5200	OPERATING SUPPLIES	-	18,669	-	-	18,669	18,669	100.00%	0.00%
4022 ECONOMIC DEVELOPMENT		-	200,000	114	249	199,751	200,000	100.00%	0.12%
001-5110-519-0000	INFORMATION TECHNOLOGY	-	-	-	-	-	-	-	-
001-5110-519-1200	REGULAR SALARIES AND WAGES	60,754	881,656	69,574	168,879	712,777	675,517	76.62%	19.15%
001-5110-519-1210	LONGEVITY PAY	-	1,699	-	-	1,699	-	0.00%	0.00%
001-5110-519-1400	OVERTIME PAY	919	9,642	106	777	8,865	3,107	32.22%	8.06%
001-5110-519-1600	OTHER REIMBURSED ALLOWANCES	46	480	46	111	369	443	92.38%	23.10%
001-5110-519-2100	FICA TAXES - CITY MATCHING	4,498	64,820	5,072	12,266	52,554	49,065	75.69%	18.92%
001-5110-519-2200	CITY RETIREMENT CONTRIBUTION	7,351	130,448	10,180	26,769	103,679	107,074	82.08%	20.52%
001-5110-519-2300	LIFE AND HEALTH INSURANCE	20,483	231,522	12,595	26,057	205,464	104,229	45.02%	11.25%
001-5110-519-2400	WORKERS' COMPENSATION	-	213	50	50	163	201	94.27%	23.57%
001-5110-519-3400	OTHER CONTRACTUAL SERVICES	309	476,800	14,523	57,002	419,798	228,008	47.82%	11.96%
001-5110-519-4100	COMMUNICATIONS SERVICES	18,056	291,480	25,847	48,697	242,783	194,788	66.83%	16.71%
001-5110-519-4200	FREIGHT & POSTAGE SERVICES	-	400	-	-	400	-	0.00%	0.00%
001-5110-519-4600	REPAIR & MAINT.-BLDG & EQUIP	165,940	1,671,861	97,082	477,413	1,194,448	1,671,861	100.00%	28.56%
001-5110-519-4650	VEHICLE MAINTENANCE	-	1,000	-	-	1,000	-	0.00%	0.00%
001-5110-519-5100	OFFICE SUPPLIES	-	3,000	111	284	2,716	1,135	37.83%	9.46%
001-5110-519-5200	OPERATING SUPPLIES	72,865	304,690	26,674	29,638	275,052	118,552	38.91%	9.73%
001-5110-519-5250	FUEL AND GASOLINE	43	1,000	34	81	919	323	32.26%	8.07%
001-5110-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	900	-	-	900	-	0.00%	0.00%
001-5110-519-5500	TRAINING	-	4,500	-	-	4,500	-	0.00%	0.00%
001-5110-519-6300	INFRASTRUCTURE	-	14,000	12,639	12,639	1,361	14,000	100.00%	90.28%
001-5110-519-6400	MACHINERY AND EQUIPMENT	19,454	2,074,426	-	-	2,074,426	1,037,213	50.00%	0.00%
001-5110-519-6800	INTANGIBLE ASSETS	-	55,500	-	-	55,500	55,500	100.00%	0.00%
INFORMATION TECHNOLOGY		370,717	6,220,035	274,531	860,662	5,359,373	4,261,015	68.50%	13.84%

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001-9011-000-0000	DEBT SERVICE AND TRANSFERS	-	-	-	-	-	-	-	-
001-9011-000-0001	DEBT SERVICE AND TRANSFERS	-	-	-	-	-	-	0.00%	0.00%
001-9011-581-0000	DEBT SERVICE AND TRANSFERS	-	-	-	-	-	-	0.00%	0.00%
001-9011-581-0029	GENERAL FUND - TRANSFERS	-	-	-	-	-	-	0.00%	0.00%
001-9011-581-9110	TRANSFER TO FIRE IMPACT FEE FUND	(8,434)	-	(71,629)	(71,629)	71,629	-	0.00%	0.00%
001-9011-581-9111	TRANSFER TO STREETS IMPROV. FUND	83,726	4,469,192	-	744,865	3,724,327	4,469,192	100.00%	16.67%
001-9011-581-9112	TRANSFER TO TRANS IMPACT FEES	(41,236)	-	(310,763)	(310,763)	310,763	-	0.00%	0.00%
001-9011-581-9113	TRANSFER TO POLICE IMPACT FEE FUND	(7,954)	-	(69,605)	(69,605)	69,605	-	0.00%	0.00%
001-9011-581-9114	TRANSFER TO RECREATION IMPACT	(4,555)	-	(48,921)	(48,921)	48,921	-	0.00%	0.00%
001-9011-581-9116	TRANSFER TO POLICE DISCRETIONARY FUND	(1,154)	-	(8,447)	(8,447)	8,447	-	0.00%	0.00%
001-9011-581-9120	TRANSFER TO STORMWATER FUND	(1,363)	-	(7,428)	(7,428)	7,428	-	0.00%	0.00%
001-9011-581-9141	TRANS TO WATER & SEWER FUND	(101,687)	-	(772,864)	(772,864)	772,864	-	0.00%	0.00%
001-9011-581-9142	TRANSFER TO SANITATION FUND	(783)	-	(5,985)	(5,985)	5,985	-	0.00%	0.00%
001-9011-581-9150	TRANSFER TO GRANT FUND	155,746	-	(132,379)	(132,379)	132,379	-	0.00%	0.00%
001-9011-581-9170	TRANSFER TO SPECIAL ASSESSMENT	(776)	-	(4,566)	(4,566)	4,566	-	0.00%	0.00%
001-9011-581-9610	TRANSFER TO COMM DEV AGENCY FUND	(6,662)	-	(57,462)	(57,462)	57,462	-	0.00%	0.00%
001-9011-590-7183	CNG REVENUE NOTE 2014 - PRINCIPAL	-	137,000	-	-	137,000	137,000	100.00%	0.00%
001-9011-590-7189	MOTOROLA - TOWER LEASE	277,166	282,349	-	-	282,349	282,349	100.00%	0.00%
001-9011-590-7193	ZION BANK - 2018	-	255,000	127,000	127,000	128,000	255,000	100.00%	49.80%
001-9011-590-7283	CNG REVENUE NOTE 2014 - INTEREST	-	1,315	-	-	1,315	1,315	100.00%	0.00%
001-9011-590-7289	MOTOROLA - TOWER LEASE (INTEREST)	26,903	21,720	-	-	21,720	21,720	100.00%	0.00%
001-9011-590-7293	ZION BANK - 2018 INTEREST	-	13,181	7,511	7,511	5,670	13,181	100.00%	56.98%
DEBT SERVICE AND TRANSFERS		368,935	5,179,757	(1,355,538)	(610,673)	5,790,430	5,179,757	100.00%	-11.79%
001 GENERAL FUND Expend Total		5,353,558	85,452,813	4,477,597	12,785,885	72,666,928	69,652,216	81.51%	14.96%
101 STREET IMPROVEMENTS FUN Revenue Total		538,661	7,512,004	202,284	1,399,778	(6,112,226)	7,521,344	100.12%	18.63%
101-3412-000-0000	PS - STREET MAINTENANCE	-	-	-	-	-	-	-	-
101-3412-541-0031	SIX CENT GAS TAX	-	-	-	-	-	-	-	-
101-3412-541-1200	REGULAR SALARIES AND WAGES	29,390	520,198	42,952	102,493	417,704	409,974	78.81%	19.70%
101-3412-541-1210	LONGEVITY PAY	-	966	-	-	966	-	0.00%	0.00%
101-3412-541-1400	OVERTIME PAY	1,759	38,316	2,658	7,108	31,208	28,432	74.20%	18.55%
101-3412-541-1600	OTHER REIMBURSED ALLOWANCES	92	960	46	111	849	443	46.15%	11.54%
101-3412-541-2100	FICA TAXES - CITY MATCHING	2,287	42,874	3,278	7,811	35,063	31,243	72.87%	18.22%
101-3412-541-2200	CITY RETIREMENT CONTRIBUTION	3,443	81,824	6,583	17,376	64,448	69,505	84.94%	21.24%
101-3412-541-2300	LIFE AND HEALTH INSURANCE	12,732	221,590	12,469	28,162	193,428	84,200	38.00%	12.71%
101-3412-541-2400	WORKER'S COMPENSATION	-	6,740	1,612	1,612	5,128	4,900	72.70%	23.91%
101-3412-541-3100	PROFESSIONAL SERVICES	-	10,000	150	150	9,850	600	6.00%	1.50%
101-3412-541-3400	OTHER CONTRACTUAL SERVICES	16,678	576,200	107,956	107,956	468,244	490,000	85.04%	18.74%
101-3412-541-4000	TRAVEL & PER DIEM	-	400	-	-	400	-	0.00%	0.00%
101-3412-541-4200	FREIGHT & POSTAGE SERVICES	-	200	-	-	200	-	0.00%	0.00%
101-3412-541-4300	UTILITY SERVICES	2,900	91,475	5,571	7,309	84,166	50,600	55.32%	7.99%
101-3412-541-4310	UTILITY SERVICES - STREET LIGHTS	1,511	1,723,413	117,583	239,765	1,483,648	1,470,100	85.30%	13.91%
101-3412-541-4311	FDOT STREET LIGHTS	-	63,427	-	-	63,427	-	0.00%	0.00%
101-3412-541-4400	RENTAL AND LEASES	5,554	75,000	10,658	10,658	64,342	39,100	52.13%	14.21%
101-3412-541-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	37,125	510,500	16,100	18,542	491,958	329,000	64.45%	3.63%
101-3412-541-4609	FDOT SIGNALS & EQUIPMENT	-	166,449	-	-	166,449	40,700	24.45%	0.00%
101-3412-541-4612	STREET STRIPPING	-	32,000	-	-	32,000	32,000	100.00%	0.00%
101-3412-541-4650	VEHICLE MAINTENANCE	1,842	81,500	49,798	70,480	11,020	68,600	84.17%	86.48%
101-3412-541-4700	PRINTING SERVICES	-	5,000	-	-	5,000	-	0.00%	0.00%
101-3412-541-4900	OTHER CURRENT CHARGES	512	57,350	-	-	57,350	8,700	15.17%	0.00%
101-3412-541-4903	TEMPORARY LABOR	-	5,000	-	-	5,000	5,000	100.00%	0.00%
101-3412-541-5100	OFFICE SUPPLIES	36	1,500	-	-	1,500	1,500	100.00%	0.00%
101-3412-541-5200	OPERATING SUPPLIES	442	54,312	3,649	3,881	50,431	32,900	60.58%	7.15%
101-3412-541-5203	SIDEWALK/CURB REPAIRS	52,896	765,760	-	-	765,760	765,760	100.00%	0.00%
101-3412-541-5204	STREET/STOP SIGN REPLACEMENT PRG	848	110,000	-	-	110,000	46,200	42.00%	0.00%
101-3412-541-5250	FUEL AND GASOLINE	2,092	39,600	1,953	5,726	33,874	27,350	69.07%	14.46%

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101-3412-541-5300	ROAD MATERIALS & SUPPLIES	461	46,000	99	99	45,901	14,500	31.52%	0.22%
101-3412-541-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,350	-	-	1,350	-	0.00%	0.00%
101-3412-541-5500	TRAINING	-	4,100	398	398	3,702	4,100	100.00%	9.71%
101-3412-541-6303	ROADWAY RESURFACING	470,097	2,000,000	407,120	407,120	1,592,880	2,000,000	100.00%	20.36%
101-3412-541-6307	SPEED HUMPS PROGRAM	-	75,000	-	-	75,000	75,000	100.00%	0.00%
101-3412-541-6400	EQUIPMENT AND MACHINERY	-	103,000	-	-	103,000	103,000	100.00%	0.00%
101 STREET IMPROVEMENTS FUN Expend Total		642,698	7,512,004	790,632	1,036,757	6,475,247	6,233,407	82.98%	13.80%
101-3414-000-0000	PS - INMATE PROGRAM	-	-	19	19	(19)	76	0.00%	0.00%
101-3414-541-5250	FUEL AND GASOLINE	-	-	19	19	(19)	76	0.00%	0.00%
3414 PS - INMATE PROGRAM		-	-	19	19	(19)	76	0.00%	0.00%
STREET MAINTENANCE Expenditure Total		642,698	7,512,004	790,651	1,036,776	6,475,228	6,233,483	82.98%	13.80%
102 TRANSPORTATION IMPACT F Revenue Total		1,381,615	12,150,000	644,568	2,927,868	(9,222,132)	8,873,197	73.03%	24.10%
102-3413-541-3100	PROFESSIONAL SERVICES	-	600,000	-	2,352	597,648	9,406	0.00%	0.00%
102-3413-541-3112	TRAFFIC COUNTS	-	200,000	-	-	200,000	-	0.00%	0.00%
102-3413-541-6100	LAND	-	-	15,108	15,108	(15,108)	60,430	-	-
102-3413-541-6300	IMPROVEMENTS OTHER THAN BLDGS.	28,779	11,350,000	-	-	11,350,000	7,150,000	-	-
102-3413-581-9101	TRANSFER TO GENERAL FUND	5,692	-	-	-	-	-	-	-
102 TRANSPORTATION IMPACT F Expend Total		34,471	12,150,000	15,108	17,459	12,132,541	7,219,837	59.42%	0.14%
103 LAW ENFORCEMENT TRUST - Revenue Total		399	135,000	777	2,350	(132,650)	24,400	18.07%	1.74%
103-0000-000-0000	FEDERAL TRUST FUND	-	-	-	-	-	-	0.00%	0.00%
103-2291-000-0000	FEDERAL TRUST FUND	-	-	-	-	-	-	0.00%	0.00%
103-2291-521-0033	FEDERAL FORFEITURES NEW	-	-	-	-	-	-	0.00%	0.00%
103-2291-521-4650	VEHICLE MAINTENANCE	-	-	-	-	-	-	0.00%	0.00%
103-2291-521-5200	FED FORFEIT OP SUPPLIES NEW	-	85,000	-	-	85,000	2,500	2.94%	0.00%
103-2291-521-6400	FED FORFEIT EQUIP NEW	-	50,000	-	-	50,000	50,000	100.00%	0.00%
103 LAW ENFORCEMENT TRUST - Expend Total		-	135,000	-	-	135,000	52,500	38.89%	0.00%
104 RECREATION IMPACT FEES Revenue Total		26,500	1,200,000	76,320	595,720	(604,280)	1,898,186	158.18%	49.64%
104-3614-000-0000	RECREATION	-	-	-	-	-	-	0.00%	0.00%
104-3614-572-0034	RECREATION IMPACT FEES	-	-	-	-	-	-	0.00%	0.00%
104-3614-572-6300	IMPROVEMENTS OTHER THAN BLDGS.	-	1,200,000	-	-	1,200,000	1,200,000	100.00%	0.00%
104-3614-581-9101	TRANSFER TO GENERAL FUND	167	-	-	79	(79)	-	0.00%	0.00%
104 RECREATION IMPACT FEES Expend Total		167	1,200,000	-	79	1,199,921	1,200,000	100.00%	0.01%
105 LAW ENFORCEMENT TRUST - Revenue Total		6,219	22,484	867	2,624	(19,860)	21,765	96.80%	11.67%
105-2290-000-0000	STATE TRUST FUND	-	-	-	-	-	-	0.00%	0.00%
105-2290-521-0035	STATE FORFEITURES	-	-	-	-	-	-	0.00%	0.00%
105-2290-521-5200	OPERATING SUPPLIES	-	22,484	-	-	22,484	6,000	26.69%	0.00%
105 LAW ENFORCEMENT TRUST - Expend Total		-	22,484	-	-	22,484	6,000	26.69%	0.00%
106 POLICE DISCRETIONARY FUND Revenue Total		529	100,000	39,992	45,531	(54,470)	79,135	79.14%	45.53%
106-2220-000-0000	POLICE - FIELD SERVICES	-	-	-	-	-	-	0.00%	0.00%
106-2220-521-4800	PROMOTIONAL ACTIVITIES - BIRTHDAYS	-	1,000	-	-	1,000	-	0.00%	0.00%
106-2220-521-5200	OPERATING SUPPLIES	-	37,000	-	-	37,000	17,000	45.95%	0.00%
106-2220-521-5201	OP SUPPLIES - TOWING CID	-	5,500	-	-	5,500	-	0.00%	0.00%
106-2220-521-5202	OP SUPPLIES - TOWING FORENSICS	-	6,500	-	-	6,500	-	0.00%	0.00%
106-2220-521-5203	OP SUPPLIES - DONATIONS	2,000	30,000	2,035	2,660	27,340	10,641	35.47%	8.87%
106-2220-521-6400	EQUIPMENT AND MACHINERY - K9 Program	-	20,000	-	-	20,000	20,000	100.00%	0.00%
POLICE DISCRETIONARY FU Expenditure Tot		2,000	100,000	2,035	2,660	97,340	47,641	47.64%	2.66%
110-389-1000	FIRE IMPACT FEES Revenue	44,297	1,495,000	52,076	503,462	(991,538)	1,756,837	117.51%	33.68%

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110-2110-522-0000	FIRE CHIEF FIRE CONTROL	-	-	-	-	-	-	0.00%	0.00%
110-2110-522-6200	INFRASTRUCTURE BUILDING	-	1,490,000	-	-	1,490,000	1,117,500	75.00%	0.00%
110-2110-581-9101	TRANSFER TO GENERAL FUND	417	5,000	-	833	4,167	5,000	100.00%	16.67%
110 FIRE IMPACT FEES Expend Total		417	1,495,000	-	833	1,494,167	1,122,500	75.08%	0.06%
115 POLICE IMPACT FEES Revenue Total		45,067	1,574,000	54,809	516,055	(1,057,945)	1,777,316	112.92%	32.79%
115-2210-521-0000	POLICE CHIEF LAW ENFORCEMENT	-	-	-	-	-	-		
115-2210-521-6200	INFRASTRUCTURE - BUILDING	-	1,569,000	-	-	1,569,000	1,176,750	75.00%	0.00%
115-2210-581-9101	TRANSFER TO GENERAL FUND	417	5,000	-	833	4,167	5,000	100.00%	16.67%
115 POLICE IMPACT FEES Expend Total		417	1,574,000	-	833	1,573,167	1,181,750	75.08%	0.05%
120 STORMWATER SPECIAL REVE Revenue Total		74,003	1,844,344	338,878	399,978	(1,444,366)	1,622,814	87.99%	21.69%
120-3151-538-0047	STORMWATER SPECIAL REVENUE	-	-	-	-	-	-	-	-
120-3151-538-1200	REGULAR SALARIES AND WAGES	8,957	295,068	12,714	37,502	257,567	150,007	50.84%	12.71%
120-3151-538-1210	LONGEVITY PAY	-	472	-	-	472	-	0.00%	0.00%
120-3151-538-1400	OVERTIME PAY	9	10,500	-	49	10,451	195	1.86%	0.47%
120-3151-538-2100	FICA TAXES - CITY MATCHING	665	23,412	961	2,841	20,571	11,363	48.54%	12.13%
120-3151-538-2200	CITY RETIREMENT CONTRIBUTION	1,068	44,681	1,715	5,856	38,826	23,423	52.42%	13.11%
120-3151-538-2300	LIFE AND HEALTH INSURANCE	3,503	111,456	3,103	6,651	104,805	23,600	21.17%	5.97%
120-3151-538-2400	WORKER'S COMPENSATION	-	2,645	607	607	2,038	1,825	69.01%	22.96%
120-3151-538-3100	PROFESSIONAL SERVICES	-	285,000	-	-	285,000	14,210	4.99%	0.00%
120-3151-538-3400	OTHER CONTRACTUAL SERVICES	20,157	377,000	14,915	25,723	351,277	135,000	35.81%	6.82%
120-3151-538-4000	TRAVEL & PER DIEM	-	7,000	-	-	7,000	-	0.00%	0.00%
120-3151-538-4100	COMMUNICATIONS SERVICES	-	720	-	-	720	-	0.00%	0.00%
120-3151-538-4300	UTILITY SERVICES	-	35,000	2,590	5,356	29,644	26,900	76.86%	15.30%
120-3151-538-4400	RENTALS AND LEASES	-	10,000	-	-	10,000	-	0.00%	0.00%
120-3151-538-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	185,200	8,505	8,505	176,695	96,500	52.11%	4.59%
120-3151-538-4650	VEHICLE MAINTENANCE	2,087	37,500	522	522	36,978	32,000	85.33%	1.39%
120-3151-538-4900	OTHER CURRENT CHARGES	1,421	48,000	1,421	1,421	46,579	15,200	31.67%	2.96%
120-3151-538-5100	OFFICE SUPPLIES	-	1,200	-	-	1,200	350	29.17%	0.00%
120-3151-538-5200	OPERATING SUPPLIES	280	49,550	458	469	49,081	17,100	34.51%	0.95%
120-3151-538-5250	FUEL AND GASOLINE	642	30,731	1,089	3,299	27,432	13,195	42.94%	10.73%
120-3151-538-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	6,950	503	1,453	5,497	230	3.31%	20.91%
120-3151-538-5500	TRAINING	-	20,450	620	1,459	18,991	5,836	28.54%	7.13%
120-3151-538-6300	IMPROVEMENTS OTHER THAN BLDGS.	-	140,004	-	-	140,004	140,004	100.00%	0.00%
120-3151-538-6400	EQUIPMENT AND MACHINERY	-	60,000	-	-	60,000	60,000	100.00%	0.00%
120-3151-581-9101	TRANSFER TO GENERAL FUND	5,150	61,805	-	10,301	51,504	61,805	100.00%	16.67%
120 STORMWATER SPECIAL REVE Expend Total		43,940	1,844,344	49,723	112,013	1,732,331	828,744	44.93%	6.07%
130 CEMETERY PERPETUAL FUND Revenue Total		6,880	-	-	-	-	-	0.00%	0.00%
150 GRANT FUND Revenue Total		165,000	409,221	(103,333)	(103,333)	(502,833)	125,904	30.77%	-25.25%
150-1022-000-0000	FACILITIES MAINTENANCE	-	-	-	-	-	-	0.00%	0.00%
150-1120-513-3400	CONTRACTUAL SERVICES	-	-	1,184	1,184	(1,184)	4,736	0.00%	0.00%
150-1120-513-5293	DEBRIS EXPENSES - HURRICANE IAN	222,390	-	-	-	-	-	0.00%	0.00%
150-3151-000-0000	STORMWATER - CONTROL ACCOUNT	-	-	-	-	-	-	0.00%	0.00%
150-3151-572-6300	CORONAVIRUS STATE-LOC RECOV SHYEELER OAK	22,580	-	-	-	-	-	0.00%	0.00%
150-3210-581-9402	TRANSFER TO SANITATION	83,333	-	-	-	-	-	0.00%	0.00%
150-3412-000-0000	STREET RESURFACING FOR YOTHERS ROAD	-	-	-	-	-	-	0.00%	0.00%
150-3412-541-6306	CDBG-SIDEWALKS PHASE I & CURB NEW CONSTR	-	9,721	7,921	7,921	1,800	31,683	0.00%	0.00%
150-3412-581-9111	TRANSFER TO STREETS IMPROVEMENT FUND	83,333	399,500	-	66,583	332,917	399,500	100.00%	16.67%
150-3613-000-0000	RECREATION - PROGRAMS	-	-	-	-	-	-	0.00%	0.00%
150-3614-572-6300	CORONAVIRUS STATE - LOCAL RECOVERY FUNDS	1,759	-	-	-	-	-	0.00%	0.00%
150 GRANT FUND Expend Total		413,396	409,221	9,105	75,688	333,533	435,918	106.52%	18.50%

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	Fund 171 SPECIAL ASSESSMENT – MAINLINE VILLAGE Revenue	2,957	37,050	845	5,491	(31,559)	26,485	71.48%	14.82%
171-6170-000-0000	MAINLINE VILLAGE SPECIAL ASSESSMENT	-	-	-	-	-	-	0.00%	0.00%
171-6170-581-9101	TRANSFER TO GENERAL FUND	1,300	-	-	2,600	(2,600)	-	0.00%	0.00%
	6170 NEIGHBORHOOD SPECIAL ASSESSMENTS	1,300	-	-	2,600	(2,600)	-	0.00%	0.00%
171-6171-539-4600	REPAIRS & MAINTENANCE SVCS	-	21,450	-	-	21,450	21,450	100.00%	0.00%
171-6171-581-9101	TRANSFER TO GEN FUND MAINLINE VILLAGE	-	15,600	-	-	15,600	15,600	100.00%	0.00%
	6171 Total	-	37,050	-	-	37,050	37,050	100.00%	0.00%
	SPECIAL ASSESSMENT – MAINLINE VILLAGE Expenditure	1,300	37,050	-	2,600	34,450	37,050	100.00%	7.02%
	FUND 172 SPECIAL ASSESSMENT - MAIN AVENUE VILLAS Revenue	2,688	25,225	3,696	6,565	(18,660)	26,613	105.50%	26.03%
172-6170-000-0000	MAIN AVE VILLAS SPECIAL ASSESSMENT	-	-	-	-	-	-	0.00%	0.00%
172-6170-581-9101	TRANSFER TO GENERAL FUND	3,006	-	2,004	2,004	(2,004)	2,004	0.00%	0.00%
	6170 NEIGHBORHOOD SPECIAL ASSESSMENTS	3,006	-	2,004	2,004	(2,004)	2,004	0.00%	0.00%
172-6172-539-4600	REPAIRS & MAINTENANCE SVCS	-	13,200	-	-	13,200	13,200	100.00%	0.00%
172-6172-581-9101	TRANSFER TO GEN FUND MAIN AVE	-	12,025	-	-	12,025	12,025	100.00%	0.00%
	6172 Total	-	25,225	-	-	25,225	25,225	100.00%	0.00%
	FUND 172 SPECIAL ASSESSMENT - MAINE AVENUE VILLAS Expenditure	3,006	25,225	2,004	2,004	23,221	27,229	107.95%	7.95%
	FUND 173 SPECIAL ASSESSMENT – CIMMARRON HILLS Revenue	1,469	77,950	1,512	1,944	(76,006)	12,200	15.65%	2.49%
173-6170-000-0000	CIMARRON HILLS SPECIAL ASSESSMENT	-	-	-	-	-	-	0.00%	0.00%
173-6170-539-4600	REPAIRS & MAINTENANCE SVCS	-	77,500	-	-	77,500	77,500	100.00%	0.00%
173-6170-581-9101	TRANSFER TO GENERAL FUND CIMARRON	38	450	-	75	375	450	100.00%	16.67%
	FUND 173 SPECIAL ASSESSMENT – CIMMARRON HILLS Expenditure	38	77,950	-	75	77,875	77,950	100.00%	0.10%
	FUND 174 SPECIAL ASSESSMENT - MARTIN PLACE POND P2	1,070	8,373	2,173	2,947	(5,426)	8,373	100.00%	35.19%
174-6174-000-0000	MARTIN PL POND P2 SPECIAL ASSESSMENTS	-	-	-	-	-	-	0.00%	0.00%
174-6174-581-9120	TRANSFER TO STORMWATER	698	8,373	-	1,317	7,057	8,373	100.00%	15.72%
	FUND 174 SPECIAL ASSESSMENTS - MARTIN PLACE POND P2	698	8,373	-	1,317	7,057	8,373	100.00%	15.72%
	Fund 175 Revenue Total	-	15,050	-	-	(15,050)	15,050	100.00%	0.00%
175-6175-539-3400	CONTRACTUAL SERVICES	-	4,930	-	-	4,930	4,930	100.00%	0.00%
175-6175-539-4600	REPAIRS & MAINTENANCE SVCS	-	9,370	-	-	9,370	9,370	100.00%	0.00%
175-6175-581-9101	TRANSFER TO GENERAL FUND LOVELL TERRACE	63	750	-	125	625	750	100.00%	16.67%
	6175 Expend Total	63	15,050	-	125	14,925	15,050	100.00%	0.83%
	Fund 176 Revenue Total	-	8,320	-	-	(8,320)	-	0.00%	0.00%
176-6176-539-3400	CONTRACTUAL SERVICES	-	4,400	-	-	4,400	4,400	100.00%	0.00%
176-6176-539-4600	REPAIRS & MAINTENANCE SVCS	-	3,920	-	-	3,920	3,920	100.00%	0.00%
	6176 Expend Total	-	8,320	-	-	8,320	8,320	100.00%	0.00%
	Fund 177 Revenue Totals	-	9,205	-	-	(9,205)	9,205	100.00%	0.00%
177-6177-000-0000	MARTIN PLACE P1 SPECIAL ASSESSMENT	-	-	-	-	-	-	0.00%	0.00%
177-6177-539-4600	REPAIRS & MAINTENANCE SVCS	-	9,205	-	-	9,205	9,205	100.00%	0.00%
	6177 MARTIN PLACE P1 SPECIAL ASSESSMENT	-	9,205	-	-	9,205	9,205	100.00%	0.00%
	Fund 190 Revenue Totals	164,708	279,025	568,102	571,332	292,307	342,362	122.70%	204.76%
190-6190-000-0000	AVIAN POINTE SPECIAL ASSESSMENTS	-	-	-	-	-	-	0.00%	0.00%

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190-6190-541-4310	STREET LIGHTS AVIAN POINTE	-	97,483	13,856	13,856	83,627	97,483	100.00%	14.21%
190-6190-581-9101	TRANSFER TO GEN FUND AVIAN POINTE	124	1,485	-	248	1,238	990	66.67%	16.67%
190-6191-000-0000	EAST KELLY PARK SPECIAL ASSESSMENTS	-	-	-	-	-	-	0.00%	0.00%
190-6191-541-4310	STREET LIGHTS EAST KELLY PARK	-	28,147	4,136	4,136	24,011	28,147	100.00%	14.70%
190-6191-581-9101	TRANSFER TO GEN FUND EAST KELLY PARK	36	429	-	72	358	286	66.67%	16.67%
190-6192-000-0000	OAKS AT KELLY PARK SPECIAL ASSESSMENTS	-	-	-	-	-	-	0.00%	0.00%
190-6192-541-4310	STREET LIGHTS OAKS AT KELLY PARK	-	15,762	2,290	2,290	13,472	15,762	100.00%	14.53%
190-6192-581-9101	TRANSFER TO GEN FUND OAKS AT KELLY PARK	20	240	-	40	200	160	66.67%	16.67%
190-6193-000-0000	OAK POINTE SPECIAL ASSESSMENTS	-	-	-	-	-	-	0.00%	0.00%
190-6193-541-4310	STREET LIGHTS OAK POINTE	-	32,642	-	-	32,642	32,642	100.00%	0.00%
190-6194-000-0000	EMERSON PARK SPECIAL ASSESSMENTS	-	-	-	-	-	-	0.00%	0.00%
190-6194-541-4310	STREET LIGHTS EMERSON PARK	-	71	-	-	71	71	100.00%	0.00%
190-6195-541-4310	STREET LIGHTS WINDING MEADOWS	-	29,780	140	140	29,640	29,780	100.00%	0.47%
190-6195-581-9101	TRANSFER TO GEN FUND WINDING MEADOWS	38	453	-	76	378	302	66.67%	16.67%
190-6196-541-4310	STREET LIGHTS MEADOW LARK	-	25,836	-	-	25,836	25,836	100.00%	0.00%
190-6196-581-9101	TRANSFER TO GEN FUND PONKAN RESERVE	-	612	-	-	612	612	100.00%	0.00%
190-6197-541-4310	STREET LIGHTS IVY TRAILS	-	11,530	-	-	11,530	11,530	100.00%	0.00%
190-6197-581-9101	TRANSFER TO GEN FUND HAMMOCK AT ROCK SPR	-	275	-	-	275	275	100.00%	0.00%
190-6198-541-4310	STREET LIGHTS NOTTINGHAM	-	5,681	-	-	5,681	5,681	100.00%	0.00%
190-6198-581-9101	TRANSFER TO GEN FUND NOTTINGHAM	-	271	-	-	271	271	100.00%	0.00%
190-6205-541-4310	STREET LIGHTS WEST KELLY PARK STREET	-	27,938	-	-	27,938	27,938	100.00%	0.00%
190-6205-581-9101	TRANSFER TO GEN FUND WEST KELLY PARK	33	390	-	65	325	260	66.67%	16.67%
Fund 190 Expenditure Totals		250	279,025	20,423	20,922	258,103	278,026	99.64%	7.50%
401 WATER & WASTEWATER OPER Revenue Total		2,007,221	33,515,594	1,204,046	5,896,284	(27,619,310)	24,980,751	74.53%	17.59%
401-3010-000-0000	PS - UTILITY ADMINISTRATION	-	-	-	-	-	-	0.00%	0.00%
401-3010-539-0042	UTILITY ADMINISTRATION	-	-	-	-	-	-	0.00%	0.00%
401-3010-539-1200	REGULAR SALARIES AND WAGES	34,893	494,268	38,003	86,339	407,929	345,357	69.87%	17.47%
401-3010-539-1210	LONGEVITY PAY	-	15,895	-	-	15,895	-	0.00%	0.00%
401-3010-539-1400	OVERTIME PAY	34	3,400	235	534	2,866	2,134	62.77%	15.69%
401-3010-539-1600	OTHER REIMBURSED ALLOWANCES	-	-	46	111	(111)	443	0.00%	0.00%
401-3010-539-2100	FICA TAXES - CITY MATCHING	2,517	35,001	2,812	6,324	28,677	25,296	72.27%	18.07%
401-3010-539-2200	CITY RETIREMENT CONTRIBUTION	4,160	74,980	5,590	13,754	61,226	55,016	73.37%	18.34%
401-3010-539-2300	LIFE AND HEALTH INSURANCE	13,858	141,166	5,985	12,762	128,404	51,047	36.16%	9.04%
401-3010-539-2400	WORKER'S COMPENSATION	-	356	102	102	254	409	114.78%	28.69%
401-3010-539-2500	UNEMPLOYMENT COMPENSATION	-	15,000	-	-	15,000	-	0.00%	0.00%
401-3010-539-2600	OTHER POSTEMPLOYMENT BENEFITS (OPEB)	-	(1)	-	-	(1)	-	0.00%	0.00%
401-3010-539-3400	OTHER CONTRACTUAL SERVICES	971	57,088	-	-	57,088	-	0.00%	0.00%
401-3010-539-4000	TRAVEL & PER DIEM	-	3,000	-	-	3,000	-	0.00%	0.00%
401-3010-539-4200	FREIGHT & POSTAGE SERVICES	-	500	3	371	129	1,483	296.54%	74.14%
401-3010-539-4300	UTILITY SERVICES	271	16,584	1,158	2,180	14,404	8,721	52.58%	13.15%
401-3010-539-4400	RENTAL AND LEASES	587	2,155	-	-	2,155	-	0.00%	0.00%
401-3010-539-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	30,300	9,167	9,167	21,133	36,669	121.02%	30.26%
401-3010-539-4650	VEHICLE MAINTENANCE	-	1,950	800	800	1,150	3,200	164.09%	41.02%
401-3010-539-4700	PRINTING SERVICES	-	1,500	-	-	1,500	-	0.00%	0.00%
401-3010-539-5100	OFFICE SUPPLIES	812	12,500	1,189	1,189	11,312	4,754	38.03%	9.51%
401-3010-539-5200	OPERATING SUPPLIES	190	14,750	92	137	14,613	548	3.72%	0.93%
401-3010-539-5201	VENDING SUPPLIES	-	1,200	-	-	1,200	-	0.00%	0.00%
401-3010-539-5250	FUEL AND GASOLINE	89	1,150	45	110	1,040	439	38.19%	9.55%
401-3010-539-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,440	-	-	1,440	-	0.00%	0.00%
401-3010-539-5500	TRAINING	-	6,000	670	1,579	4,421	6,316	105.27%	26.32%
401-3010-581-9101	TRANSFER TO GENERAL FUND	520,121	6,922,237	-	1,153,706	5,768,531	6,922,237	100.00%	16.67%
3010 PS - UTILITY ADMINISTRATION		578,504	7,852,420	65,896	1,289,164	6,563,256	7,464,069	95.05%	16.42%
401-3111-000-0000	PS - WATER TREATMENT PLANT	-	-	-	-	-	-	-	-
401-3111-517-7101	01 BOND DEBT SVC - PRINCIPAL	-	25,080	-	25,080	-	25,080	100.00%	100.00%
401-3111-517-7201	01 BOND DEBT SVC - INTEREST	-	9,625	-	5,126	4,500	9,625	100.00%	53.25%
401-3111-533-0043	WATER PLANT	-	-	-	-	-	-	0.00%	0.00%

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401-3111-533-1200	REGULAR SALARIES AND WAGES	39,924	406,827	34,839	84,994	321,833	339,975	83.57%	20.89%
401-3111-533-1210	LONGEVITY PAY	-	1,184	-	-	1,184	-	0.00%	0.00%
401-3111-533-1400	OVERTIME PAY	141	7,500	317	906	6,594	3,624	48.32%	12.08%
401-3111-533-2100	FICA TAXES - CITY MATCHING	2,957	31,787	2,559	6,218	25,569	24,872	78.25%	19.56%
401-3111-533-2200	CITY RETIREMENT CONTRIBUTION	4,029	60,664	5,133	13,574	47,090	54,297	89.50%	22.38%
401-3111-533-2300	LIFE AND HEALTH INSURANCE	13,062	97,187	7,013	14,833	82,354	59,331	61.05%	15.26%
401-3111-533-2400	WORKER'S COMPENSATION	-	1,619	465	465	1,154	1,858	114.78%	28.70%
401-3111-533-3100	PROFESSIONAL SERVICES	-	5,750	-	375	5,375	1,500	26.09%	6.52%
401-3111-533-3400	OTHER CONTRACTUAL SERVICES	1,159	50,000	3,746	3,746	46,254	14,984	29.97%	7.49%
401-3111-533-4000	TRAVEL & PER DIEM	-	1,200	165	228	972	914	76.16%	19.04%
401-3111-533-4200	FREIGHT & POSTAGE SERVICES	-	300	-	-	300	-	0.00%	0.00%
401-3111-533-4300	UTILITY SERVICES	60	715,840	46,441	87,173	628,667	348,691	48.71%	12.18%
401-3111-533-4400	RENTAL AND LEASES	-	2,000	-	-	2,000	-	0.00%	0.00%
401-3111-533-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	47,600	8,525	8,573	39,027	34,294	72.05%	18.01%
401-3111-533-4650	VEHICLE MAINTENANCE	121	7,000	39	2,279	4,721	7,000	100.00%	32.55%
401-3111-533-4700	PRINTING SERVICES	-	1,000	-	-	1,000	-	0.00%	0.00%
401-3111-533-4900	OTHER CURRENT CHARGES	-	7,750	-	-	7,750	-	0.00%	0.00%
401-3111-533-4960	BAD DEBT EXPENSE	-	12,000	-	-	12,000	-	0.00%	0.00%
401-3111-533-5200	OPERATING SUPPLIES	10,989	237,277	22,248	65,168	172,109	237,277	100.00%	27.47%
401-3111-533-5220	WATER CONSERVATION PROGRAM	-	10,750	1,025	1,025	9,725	4,100	38.14%	9.53%
401-3111-533-5250	FUEL AND GASOLINE	1,817	41,514	315	3,248	38,266	12,994	31.30%	7.82%
401-3111-533-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	75	-	-	75	-	0.00%	0.00%
401-3111-533-5500	TRAINING	-	2,400	-	-	2,400	-	0.00%	0.00%
401-3111-533-6300	IMPROVEMENTS OTHER THAN BLDGS.	16,066	3,567,849	-	-	3,567,849	1,783,925	50.00%	0.00%
401-3111-533-6400	EQUIPMENT AND MACHINERY	-	40,000	-	-	40,000	40,000	100.00%	0.00%
3111 PS - WATER TREATMENT PLANT		90,323	5,391,777	132,829	323,011	5,068,767	3,004,340	55.72%	5.99%
401-3121-000-0000	PS - WASTEWATER TREATMENT PLANT	-	-	-	-	-	-	-	-
401-3121-517-7101	01 BOND DEBT SVC - PRINCIPAL	-	67,735	-	67,735	-	270,940	400.00%	100.00%
401-3121-517-7201	01 BOND DEBT SVC - INTEREST	-	25,993	-	13,843	12,150	55,372	213.03%	53.26%
401-3121-535-0044	WASTEWATER TREATMENT PLANT	-	-	-	-	-	-	0.00%	0.00%
401-3121-535-1200	REGULAR SALARIES AND WAGES	64,700	813,917	63,156	151,826	662,091	607,302	74.61%	18.65%
401-3121-535-1210	LONGEVITY PAY	-	1,439	-	-	1,439	-	0.00%	0.00%
401-3121-535-1400	OVERTIME PAY	565	22,000	1,110	2,824	19,176	11,294	51.34%	12.83%
401-3121-535-1600	OTHER REIMBURSED ALLOWNCES	92	960	46	111	849	443	46.15%	11.54%
401-3121-535-2100	FICA TAXES - CITY MATCHING	4,646	63,643	4,631	11,019	52,624	44,074	69.25%	17.31%
401-3121-535-2200	CITY RETIREMENT CONTRIBUTION	7,784	122,394	9,389	24,504	97,890	98,016	80.08%	20.02%
401-3121-535-2300	LIFE AND HEALTH INSURANCE	26,817	253,123	13,658	27,801	225,321	111,205	43.93%	10.98%
401-3121-535-2400	WORKER'S COMPENSATION	-	3,813	1,094	1,094	2,719	4,377	114.78%	28.70%
401-3121-535-3100	PROFESSIONAL SERVICES	-	250	-	375	(125)	250	100.00%	150.00%
401-3121-535-3400	OTHER CONTRACTUAL SERVICES	4,861	643,655	11,203	15,447	628,208	61,788	9.60%	2.40%
401-3121-535-3401	DISTRIBUTED WASTEWATER	1,163	22,963	1,216	3,647	19,316	14,590	63.54%	15.88%
401-3121-535-4000	TRAVEL & PER DIEM	69	4,900	71	216	4,684	863	17.60%	4.40%
401-3121-535-4200	FREIGHT & POSTAGE SERVICES	-	150	-	-	150	-	0.00%	0.00%
401-3121-535-4300	UTILITY SERVICES	21,718	1,883,134	148,522	152,724	1,730,410	1,832,689	97.32%	8.11%
401-3121-535-4400	RENTAL AND LEASES	-	1,500	-	-	1,500	-	0.00%	0.00%
401-3121-535-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	97,900	8,505	8,505	89,395	34,021	34.75%	8.69%
401-3121-535-4650	VEHICLE MAINTENANCE	-	8,000	311	311	7,689	1,242	15.53%	3.88%
401-3121-535-4700	PRINTING SERVICES	205	1,000	-	-	1,000	-	0.00%	0.00%
401-3121-535-4900	OTHER CURRENT CHARGES	25,815	319,275	15,075	43,722	275,553	174,889	54.78%	13.69%
401-3121-535-4960	BAD DEBT EXPENSE	-	6,000	-	-	6,000	-	0.00%	0.00%
401-3121-535-5200	OPERATING SUPPLIES	12,400	422,242	16,058	51,557	370,685	206,227	48.84%	12.21%
401-3121-535-5250	FUEL AND GASOLINE	242	44,925	368	926	43,999	3,704	8.25%	2.06%
401-3121-535-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,047	-	-	1,047	-	0.00%	0.00%
401-3121-535-5500	TRAINING	-	2,870	-	-	2,870	-	0.00%	0.00%
401-3121-535-6300	IMPROVEMENTS OTHER THAN BLDGS.	3,784	382,000	-	-	382,000	382,000	0.00%	0.00%
401-3121-535-6400	EQUIPMENT AND MACHINERY	-	182,000	-	-	182,000	182,000	100.00%	0.00%
401-3121-535-6800	INTANGIBLE ASSETS	-	3,000	-	-	3,000	3,000	100.00%	0.00%
3121 PS - WASTEWATER TREATMENT PLANT		174,862	5,401,827	294,413	578,186	4,823,641	4,100,286	75.91%	10.70%

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401-3131-000-0000	PS - UTILITY CONSTRUCTION								
401-3131-536-0045	UTILITY CONSTRUCTION	-	-	-	-	-	-	0.00%	0.00%
401-3131-536-5250	FUEL AND GASOLINE	-	-	(1,003)	1,020	(1,020)	1,350	0.00%	0.00%
	3131 PS - UTILITY CONSTRUCTION	-	-	(1,003)	1,020	(1,020)	1,350	0.00%	0.00%
401-3141-000-0000	PS - WATER MAINTENANCE								
401-3141-533-0046	UTILITY MAINTENANCE	-	-	-	-	-	-		
401-3141-533-1200	REGULAR SALARIES AND WAGES	78,141	989,121	84,779	207,158	781,963	828,633	83.77%	20.94%
401-3141-533-1210	LONGEVITY PAY	-	3,581	-	-	3,581	-	0.00%	0.00%
401-3141-533-1400	OVERTIME PAY	7,148	70,140	15,043	36,383	33,757	145,533	207.49%	51.87%
401-3141-533-1600	OTHER REIMBURSED ALLOWNACES	92	960	92	222	738	886	92.31%	23.08%
401-3141-533-2100	FICA TAXES - CITY MATCHING	6,123	81,381	7,140	17,271	64,109	69,086	84.89%	21.22%
401-3141-533-2200	CITY RETIREMENT CONTRIBUTION	8,684	155,315	13,253	35,094	120,221	140,377	90.38%	22.60%
401-3141-533-2300	LIFE AND HEALTH INSURANCE	43,758	354,101	24,963	52,755	301,346	211,020	59.59%	14.90%
401-3141-533-2400	WORKER'S COMPENSATION	-	4,163	1,195	1,195	2,969	4,779	114.78%	28.70%
401-3141-533-4000	TRAVEL & PER DIEM	-	1,400	-	-	1,400	-	0.00%	0.00%
401-3141-533-4200	FREIGHT & POSTAGE SERVICES	-	1,000	-	-	1,000	-	0.00%	0.00%
401-3141-533-4300	UTILITY SERVICES	203	19,000	830	1,092	17,908	4,370	23.00%	5.75%
401-3141-533-4400	RENTAL AND LEASES	3,075	24,636	5,217	5,217	19,419	20,867	84.70%	21.17%
401-3141-533-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	36,095	330,000	33,041	33,384	296,616	133,536	40.47%	10.12%
401-3141-533-4650	VEHICLE MAINTENANCE	3,725	88,750	3,006	8,045	80,705	32,181	36.26%	9.07%
401-3141-533-4700	PRINTING SERVICES	-	26,500	550	550	25,950	2,200	8.30%	2.08%
401-3141-533-4900	OTHER CURRENT CHARGES	-	10,060	1,072	1,072	8,988	4,287	42.61%	10.65%
401-3141-533-5100	OFFICE SUPPLIES	-	800	53	53	747	212	26.55%	6.64%
401-3141-533-5200	OPERATING SUPPLIES	1,266	106,850	3,703	4,004	102,846	16,014	14.99%	3.75%
401-3141-533-5201	SENSUS METERING SYSTEM	15,900	950,000	57,033	59,920	890,080	239,681	25.23%	6.31%
401-3141-533-5236	BACKFLOW OPERATIONAL SUPPLIES	-	263,000	1,182	1,182	261,818	4,726	1.80%	0.45%
401-3141-533-5250	FUEL AND GASOLINE	4,073	112,772	1,841	12,627	100,145	50,507	44.79%	11.20%
401-3141-533-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,400	-	-	1,400	-	0.00%	0.00%
401-3141-533-5500	TRAINING	-	15,000	1,884	3,384	11,616	13,536	90.24%	22.56%
401-3141-533-6300	IMPROVEMENTS OTHER THAN BLDGS.	10,172	1,590,000	-	-	1,590,000	795,000	50.00%	0.00%
401-3141-533-6400	EQUIPMENT AND MACHINERY	-	250,000	-	-	250,000	125,000		
401-3141-533-6400	EQUIPMENT AND MACHINERY	218,455	5,449,931	255,873	480,608	4,969,323	2,842,430	52.16%	8.82%
401-3161-000-0000	FIN - UTILITY BILLING								
401-3161-533-0057	UTILITY BILLING	-	-	-	-	-	-		
401-3161-533-1200	REGULAR SALARIES AND WAGES	27,567	324,881	27,766	64,443	260,438	257,773	79.34%	19.84%
401-3161-533-1210	LONGEVITY PAY	-	706	-	-	706	-	0.00%	0.00%
401-3161-533-1400	OVERTIME PAY	-	-	640	1,715	(1,715)	6,861	0.00%	0.00%
401-3161-533-2100	FICA TAXES - CITY MATCHING	2,029	24,907	2,123	4,926	19,981	19,704	79.11%	19.78%
401-3161-533-2200	CITY RETIREMENT CONTRIBUTION	3,283	47,536	4,147	10,416	37,120	41,663	87.64%	21.91%
401-3161-533-2300	LIFE AND HEALTH INSURANCE	12,499	121,236	6,895	14,552	106,684	58,208	48.01%	12.00%
401-3161-533-2400	WORKER'S COMPENSATION	-	150	43	43	107	150	100.00%	28.70%
401-3161-533-3100	PROFESSIONAL SERVICES	-	6,000	-	-	6,000	-	0.00%	0.00%
401-3161-533-3400	OTHER CONTRACTUAL SERVICES	152,736	532,000	3,922	50,289	481,711	201,157	37.81%	9.45%
401-3161-533-4200	FREIGHT & POSTAGE SERVICES	12,207	166,750	33,373	33,836	132,914	135,343	81.17%	20.29%
401-3161-533-4400	RENTALS AND LEASES	210	3,500	-	-	3,500	-	0.00%	0.00%
401-3161-533-4600	REPAIR & MAINT. BLDG. & EQUIPMENT	19,189	61,870	19,081	19,081	42,789	61,870	100.00%	30.84%
401-3161-533-4650	VEHICLE MAINTENANCE	-	2,400	-	-	2,400	-	0.00%	0.00%
401-3161-533-4700	PRINTING SERVICES	7,515	85,750	23,199	23,290	62,460	85,750	100.00%	27.16%
401-3161-533-5100	OFFICE SUPPLIES	351	6,400	199	558	5,842	2,231	34.86%	8.71%
401-3161-533-5200	OPERATING SUPPLIES	-	5,150	69	69	5,081	276	5.36%	1.34%
401-3161-533-5250	FUEL AND GASOLINE	251	2,500	144	440	2,060	1,761	70.45%	17.61%
401-3161-533-5500	TRAINING	-	2,000	-	-	2,000	-	0.00%	0.00%
401-3161-533-6300	IMPROVEMENTS OTHER THAN BUILDINGS	-	60,000	-	-	60,000	60,000	100.00%	0.00%
	3161 FIN - UTILITY BILLING	237,837	1,453,736	121,600	223,658	1,230,078	932,746	64.16%	15.39%
401-3171-000-0000	PS - WASTEWATER MAINTENANCE								
401-3171-535-0058	WASTEWATER MAINTENANCE								
401-3171-535-1200	REGULAR SALARIES AND WAGES	68,536	830,107	68,595	165,106	665,001	660,425	79.56%	19.89%
401-3171-535-1210	LONGEVITY PAY	-	2,617	-	-	2,617	-	0.00%	0.00%

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401-3171-535-1400	OVERTIME PAY	11,091	35,000	15,436	34,798	202	139,190	397.69%	99.42%
401-3171-535-1600	OTHER REIMBURSED ALLOWANCES	138	1,440	92	222	1,218	886	61.54%	15.38%
401-3171-535-2100	FICA TAXES - CITY MATCHING	5,652	66,491	6,043	14,247	52,244	56,990	85.71%	21.43%
401-3171-535-2200	CITY RETIREMENT CONTRIBUTION	8,415	126,898	10,376	26,851	100,047	107,404	84.64%	21.16%
401-3171-535-2300	LIFE AND HEALTH INSURANCE	32,857	281,113	19,175	40,518	240,595	162,070	57.65%	14.41%
401-3171-535-2400	WORKER'S COMPENSATION	-	4,422	1,269	1,269	3,153	5,076	114.78%	28.70%
401-3171-535-3100	PROFESSIONAL SERVICES	12,190	-	-	-	-	-	0.00%	0.00%
401-3171-535-3400	OTHER CONTRACTUAL SERVICES	-	5,500	-	-	5,500	-	0.00%	0.00%
401-3171-535-4000	TRAVEL AND PER DEIM	-	700	-	-	700	-	0.00%	0.00%
401-3171-535-4200	FREIGHT & POSTAGE SERVICES	-	400	-	-	400	-	0.00%	0.00%
401-3171-535-4300	UTILITY SERVICES	2,052	391,075	29,055	64,425	326,650	257,700	65.90%	16.47%
401-3171-535-4400	RENTAL AND LEASES	27,155	209,935	17,442	28,398	181,537	113,593	54.11%	13.53%
401-3171-535-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	7,690	757,200	9,493	9,493	747,707	37,970	5.01%	1.25%
401-3171-535-4650	VEHICLE MAINTENANCE	22,493	65,000	4,291	8,368	56,632	33,472	51.49%	12.87%
401-3171-535-4900	OTHER CURRENT CHARGES	-	1,000	-	-	1,000	-	0.00%	0.00%
401-3171-535-5100	OFFICE SUPPLIES	-	200	-	-	200	-	0.00%	0.00%
401-3171-535-5200	OPERATING SUPPLIES	62,058	383,600	23,475	66,654	316,946	266,617	69.50%	17.38%
401-3171-535-5250	FUEL AND GASOLINE	4,938	108,285	3,950	12,594	95,691	50,374	46.52%	11.63%
401-3171-535-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,150	-	-	1,150	-	0.00%	0.00%
401-3171-535-5500	TRAINING	-	10,000	-	-	10,000	-	0.00%	0.00%
401-3171-535-6300	IMPROVEMENTS OTHER THAN BLDGS.	8,592	1,450,000	360,736	360,736	1,089,264	725,000	50.00%	24.88%
401-3171-535-6400	EQUIPMENT AND MACHINERY	-	220,000	-	-	220,000	220,000	100.00%	0.00%
3171 PS - WASTEWATER MAINTENANCE		273,859	4,952,133	569,427	833,678	4,118,455	2,836,768	57.28%	16.83%
401-3191-535-0000	UTILITY PLANT MAINTENANCE								
401-3191-535-1200	REGULAR SALARIES AND WAGES	47,633	532,055	47,635	116,247	415,808	464,988	87.39%	21.85%
401-3191-535-1210	LONGEVITY PAY	-	1,663	-	-	1,663	-	0.00%	0.00%
401-3191-535-1400	OVERTIME PAY	24	24,200	73	140	24,060	562	2.32%	0.58%
401-3191-535-1600	OTHER REIMBURSED ALLOWANCES	46	480	46	111	369	443	92.31%	23.08%
401-3191-535-2100	FICA TAXES - CITY MATCHING	3,439	42,717	3,427	8,291	34,426	33,164	77.64%	19.41%
401-3191-535-2200	CITY RETIREMENT CONTRIBUTION	5,681	81,526	6,972	18,388	63,138	73,551	90.22%	22.55%
401-3191-535-2300	LIFE AND HEALTH INSURANCE	16,346	138,570	9,413	19,962	118,608	79,847	57.62%	14.41%
401-3191-535-2400	WORKER'S COMPENSATION	-	2,557	734	734	1,823	2,935	114.78%	28.70%
401-3191-535-3400	OTHER CONTRACTUAL SERVICES	-	30,000	-	-	30,000	-	0.00%	0.00%
401-3191-535-4000	TRAVEL & PER DIEM	-	1,000	-	-	1,000	-	0.00%	0.00%
401-3191-535-4200	FREIGHT & POSTAGE SERVICES	-	500	-	-	500	-	0.00%	0.00%
401-3191-535-4400	RENTALS AND LEASES	-	5,000	-	771	4,229	3,084	61.68%	15.42%
401-3191-535-4600	REPAIR & MAINT.-BLDG & EQUIPMENT	9,910	505,200	23,331	31,972	473,228	127,888	25.31%	6.33%
401-3191-535-4650	VEHICLE MAINTENANCE	1,820	11,500	150	2,550	8,950	10,199	88.69%	22.17%
401-3191-535-4900	OTHER CURRENT CHARGES	-	500	-	-	500	-	0.00%	0.00%
401-3191-535-5200	OPERATING SUPPLIES	1,254	74,925	7,899	8,493	66,432	33,971	45.34%	11.33%
401-3191-535-5250	FUEL AND GASOLINE	991	19,483	476	2,625	16,858	10,500	53.89%	13.47%
401-3191-535-5500	TRAINING	-	4,050	-	-	4,050	-	0.00%	0.00%
401-3191-535-6400	EQUIPMENT AND MACHINERY	-	185,000	-	-	185,000	185,000	100.00%	0.00%
3191 PS - UTILITY PLANT MAINTENANCE		87,145	1,660,926	100,156	210,283	1,450,643	1,026,131	61.78%	12.66%
401-3410-539-0059	DESIGN ENGINEERING								
401-3410-539-1200	REGULAR SALARIES AND WAGES	42,822	803,693	26,481	74,407	729,285	297,629	37.03%	9.26%
401-3410-539-1210	LONGEVITY PAY	-	814	-	-	814	-	0.00%	0.00%
401-3410-539-1400	OVERTIME PAY	15	4,286	99	701	3,585	2,804	65.43%	16.36%
401-3410-539-1600	OTHER REIMBURSED ALLOWANCES	46	1,440	-	-	1,440	-	0.00%	0.00%
401-3410-539-2100	FICA TAXES - CITY MATCHING	3,194	57,654	2,004	5,665	51,989	22,659	39.30%	9.83%
401-3410-539-2200	CITY RETIREMENT CONTRIBUTION	5,760	118,294	5,900	16,068	102,226	64,271	54.33%	13.58%
401-3410-539-2300	LIFE AND HEALTH INSURANCE	14,951	210,060	5,501	11,671	198,389	46,683	22.22%	5.56%
401-3410-539-2400	WORKER'S COMPENSATION	-	3,744	1,074	1,074	2,669	4,297	114.78%	28.70%
401-3410-539-3100	PROFESSIONAL SERVICES	7,290	100,000	-	-	100,000	-	0.00%	0.00%
401-3410-539-4000	TRAVEL & PER DIEM	-	1,000	-	-	1,000	-	0.00%	0.00%
401-3410-539-4200	FREIGHT & POSTAGE SERVICES	-	250	-	-	250	-	0.00%	0.00%
401-3410-539-4600	REPAIR & MAINT.-BLDG & EQUIPMENT	-	300	-	-	300	-	0.00%	0.00%
401-3410-539-4650	VEHICLE MAINTENANCE	134	3,200	1,945	1,945	1,255	7,779	243.10%	60.78%

December - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - December Rev/Expd	FY24 Adopted Budgeted	FY24 Current - December Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
401-3410-539-4902	LEGAL ADVERTISING	-	1,000	-	-	1,000	-	0.00%	0.00%
401-3410-539-5100	OFFICE SUPPLIES	-	3,000	-	-	3,000	-	0.00%	0.00%
401-3410-539-5200	OPERATING SUPPLIES	-	20,200	7,644	7,724	12,476	30,894	152.94%	38.24%
401-3410-539-5250	FUEL AND GASOLINE	262	11,550	(196)	444	11,106	1,774	15.36%	3.84%
401-3410-539-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	4,660	-	-	4,660	-	0.00%	0.00%
401-3410-539-5500	TRAINING	-	7,700	374	2,374	5,326	9,496	123.32%	30.83%
	3410 PS - DESIGN ENGINEERING	74,475	1,352,844	50,827	122,072	1,230,772	488,287	36.09%	9.02%
	WATER & WASTEWATER OPER Expenditure Tot	1,735,459	33,515,594	1,590,019	4,061,679	29,453,915	22,696,408	67.72%	12.12%
			-						
	402 SANITATION Revenue Total	580,547	7,222,472	306,481	1,350,229	(5,872,243)	5,424,855	75.11%	18.69%
402-3210-000-0000	SANITATION	-	-	-	-	-	-	0.00%	0.00%
402-3210-534-0048	SANITATION	-	-	-	-	-	-	0.00%	0.00%
402-3210-534-1200	REGULAR SALARIES AND WAGES	112,501	1,064,224	117,507	268,349	795,875	1,073,396	100.86%	25.22%
402-3210-534-1210	LONGEVITY PAY	-	3,959	-	-	3,959	-	0.00%	0.00%
402-3210-534-1400	OVERTIME PAY	10,825	150,000	11,737	34,854	115,146	139,416	92.94%	23.24%
402-3210-534-1600	OTHER REIMBURSED ALLOWANCES	92	960	92	222	738	886	92.31%	23.08%
402-3210-534-2100	FICA TAXES - CITY MATCHING	9,153	92,565	9,495	22,233	70,331	88,934	96.08%	24.02%
402-3210-534-2200	CITY RETIREMENT CONTRIBUTION	13,701	177,995	17,633	43,452	134,543	173,808	97.65%	24.41%
402-3210-534-2300	LIFE AND HEALTH INSURANCE	38,436	333,914	22,857	45,860	288,053	183,442	54.94%	13.73%
402-3210-534-2400	WORKER'S COMPENSATION	-	13,931	3,998	3,998	9,934	15,991	114.78%	28.70%
402-3210-534-3400	OTHER CONTRACTUAL SERVICES	124	52,700	-	-	52,700	-	0.00%	0.00%
402-3210-534-4000	TRAVEL & PER DIEM	-	1,800	-	-	1,800	-	0.00%	0.00%
402-3210-534-4200	FREIGHT & POSTAGE SERVICES	5,407	6,140	-	-	6,140	-	0.00%	0.00%
402-3210-534-4300	UTILITY SERVICES	582	6,650	955	1,217	5,433	4,870	73.23%	18.31%
402-3210-534-4302	SANITATION TIPPING FEES	143,589	1,884,500	143,819	288,136	1,596,364	1,152,544	61.16%	15.29%
402-3210-534-4400	RENTAL AND LEASES	27,382	171,500	22,080	29,760	141,740	119,040	69.41%	17.35%
402-3210-534-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	30,600	-	-	30,600	-	0.00%	0.00%
402-3210-534-4650	VEHICLE MAINTENANCE	44,771	638,775	105,790	157,636	481,139	630,545	98.71%	24.68%
402-3210-534-4700	PRINTING SERVICES	-	7,400	-	-	7,400	-	0.00%	0.00%
402-3210-534-4800	PROMOTIONAL ADVERTISING	-	20,000	(500)	(500)	20,500	20,000	100.00%	-2.50%
402-3210-534-4902	LEGAL ADVERTISING	-	1,500	-	-	1,500	-	0.00%	0.00%
402-3210-534-4903	TEMPORARY LABOR	21,183	316,342	26,289	26,289	290,053	105,157	33.24%	8.31%
402-3210-534-4960	BAD DEBT EXPENSE	-	5,000	-	-	5,000	-	0.00%	0.00%
402-3210-534-5100	OFFICE SUPPLIES	36	1,200	90	90	1,110	360	29.99%	7.50%
402-3210-534-5200	OPERATING SUPPLIES	299	532,925	5,687	6,075	526,850	24,300	4.56%	1.14%
402-3210-534-5250	FUEL AND GASOLINE	25,839	320,000	27,781	68,682	251,318	274,729	85.85%	21.46%
402-3210-534-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	900	-	-	900	-	0.00%	0.00%
402-3210-534-5500	TRAINING	-	2,500	-	-	2,500	-	0.00%	0.00%
402-3210-534-6400	EQUIPMENT AND MACHINERY	-	1,384,493	-	-	1,384,493	1,384,493	100.00%	0.00%
402-3210-581-9101	TRANSFER TO GENERAL FUND	56,732	-	-	-	-	-	0.00%	0.00%
	402 SANITATION Expend Total	510,652	7,222,472	515,310	996,354	6,226,118	5,391,910	74.65%	13.80%
	403 WATER, WASTERWATER AND Revenue Total	(349,737)	8,572,259	272,582	3,712,142	(4,860,117)	11,473,670	133.85%	43.30%
403-3113-000-0000	WATER IMPACT FEES	-	-	-	-	-	-	0.00%	0.00%
403-3113-517-7101	01 BOND DEBT SVC - PRINCIPAL	-	287,850	-	287,850	-	287,850	100.00%	100.00%
403-3113-517-7201	01 BOND DEBT SVC - INTEREST	-	110,458	-	58,827	51,631	235,310	213.03%	53.26%
403-3113-533-0040	WATER IMPACT FEES	-	-	-	-	-	-	0.00%	0.00%
403-3113-533-6300	IMPROVE OTHER THAN BLDGS	-	2,100,000	-	-	2,100,000	1,050,000	50.00%	0.00%
	3113 WATER IMPACT FEES	-	2,498,308	-	346,677	2,151,631	1,573,160	62.97%	13.88%
403-3115-000-0000	REUSE IMPACT FEES	-	-	-	-	-	-	0.00%	0.00%
403-3115-517-7101	01 BOND DEBT SVC - PRINCIPAL	-	116,850	-	116,850	-	116,850	100.00%	100.00%
403-3115-517-7201	01 BOND DEBT SVC - INTEREST	-	44,475	-	23,880	20,595	44,475	100.00%	53.69%
403-3115-535-3100	PROFESSIONAL SERVICES	9,991	319,520	-	-	319,520	-	0.00%	0.00%
403-3115-535-6300	IMPROVE OTHER THAN BLD.	105,365	1,462,630	-	-	1,462,630	891,075		
	3115 REUSE IMPACT FEES	115,356	1,943,475	-	140,730	1,802,745	1,052,400	54.15%	7.24%
403-3123-000-0000	WASTEWATER IMPACT FEES	-	-	-	-	-	-	0.00%	0.00%

December - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - December Rev/Expd	FY24 Adopted Budgeted	FY24 Current - December Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
403-3123-517-7101	01 BOND DEBT SVC - PRINCIPAL	-	452,485	-	452,485	-	452,485	100.00%	100.00%
403-3123-517-7150	SRF LOAN WW480210 - PRINCIPAL	-	67,671	-	34,186	33,485	67,671	100.00%	50.52%
403-3123-517-7151	SRF LOAN WW480211 - PRINCIPAL	-	2,980,792	-	-	2,980,792	2,980,792	100.00%	0.00%
403-3123-517-7201	01 BOND DEBT SVC - INTEREST	-	173,636	-	92,474	81,162	173,636	100.00%	53.26%
403-3123-517-7250	SRF LOAN WW480210 - INTEREST	-	7,047	-	3,348	3,698	7,047	100.00%	47.52%
403-3123-517-7251	SRF LOAN WW480211 - INTEREST	-	369,798	-	-	369,798	369,798	100.00%	0.00%
403-3123-517-7350	SRF LOAN WW480210 - OTHER EXPENSES	-	7,046	-	3,348	3,698	7,046	100.00%	47.52%
	3123 WASTEWATER IMPACT FEES	-	4,058,475	-	585,842	3,472,634	4,058,475	100.00%	14.44%
403-3133-000-0000	WATER/WASTEWATER COMBINATION SERVICES								
403-8019-536-6400	EQUIPMENT & MACHINERY	-	72,000	-	24,212	47,788	72,000	100.00%	33.63%
	8019 SCADA SYSTEM EQUIPMENT	-	72,000	-	24,212	47,788	72,000	100.00%	33.63%
	WATER, WASTERWATER AND Expenditure	115,356	8,572,259	-	1,097,461	7,474,798	6,756,035	78.81%	12.80%
610 COMMUNITY DEVELOPMENT A Revenue Total		940,076	4,163,599	-	-	(4,163,599)	1,282,309	30.80%	0.00%
610-9950-000-0000	CRA	-	-	-	-	-	-	0.00%	0.00%
610-9950-515-0053	COMMUNITY REDEVELOPMENT	-	-	-	-	-	-	0.00%	0.00%
610-9950-515-3100	PROFESSIONAL SERVICES	-	220,000	-	-	220,000	220,000	100.00%	0.00%
610-9950-515-3200	AUDIT SERVICES	-	5,500	-	-	5,500	5,500	100.00%	0.00%
610-9950-515-4000	TRAVEL AND PER DIEM	-	850	-	-	850	850	100.00%	0.00%
610-9950-515-4900	CRA (BCAP)	8,788	30,000	8,213	8,213	21,788	15,000	50.00%	27.38%
610-9950-515-4910	CRA (FRAP)	-	100,000	-	6,500	93,500	50,000	50.00%	6.50%
610-9950-515-4912	CRA (BPRP)	-	20,000	-	-	20,000	10,000	50.00%	0.00%
610-9950-515-4914	CRA (BIFAP)	-	20,000	-	-	20,000	10,000	50.00%	0.00%
610-9950-515-4920	CRA (RFAP)	-	300,000	-	-	300,000	150,000	50.00%	0.00%
610-9950-515-4922	CRA (RRAP)	-	10,000	-	-	10,000	5,000	50.00%	0.00%
610-9950-515-4950	DEMOLITION	-	10,000	-	-	10,000	5,000	50.00%	0.00%
610-9950-515-4960	DOWNTOWN BENCHES, CANS, ETC.	-	25,000	-	-	25,000	12,500	50.00%	0.00%
610-9950-515-5400	BOOKS, SUBS & MEMBERSHIPS	-	1,170	175	175	995	1,170	100.00%	14.96%
610-9950-515-5500	TRAINING	-	450	-	-	450	450	100.00%	0.00%
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS.	-	3,420,629	-	-	3,420,629	1,710,315	50.00%	0.00%
610 COMMUNITY DEVELOPMENT A Expend Total		8,788	4,163,599	8,388	14,888	4,148,712	2,195,785	52.74%	0.36%



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 5.

Meeting Date: February 21, 2024

Department: Finance Department

SUBJECT:

Accept the disbursement report for January 2024.

REQUEST:

Request Council to accept the January 2024 Disbursement Report for informational purposes only.

SUMMARY:

The Finance Department is submitting Exhibit A City of Apopka January 2024 Disbursement Report. This report includes all disbursements for January 2024, which were issued by check, wire, or credit card payments from various City accounts.

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Accept the January 2024 Disbursement Report.

ATTACHMENTS:

1. Updated-Exhibit A City of Apopka January 2024 Disbursement Report

City of Apopka
January 2024
Finance Disbursement Report
Exhibit A

Description	Check #	Check Date	Vendor Name	PO #	Item Description	Amount	Void Amount	Net Amount	Void Reason
OPERATING ACCOUNT WIRES	902839	1/3/2024	FLORIDA DEPARTMENT OF REVENUE	24-01730	NOVEMBER 2023 SALES TAX PYMNT	\$ 2,065.87	\$ -	\$ 2,065.87	
GENERAL OPERATING ACCOUNT	228833	1/4/2024	ADVENTHEALTH CENTRA CARE	24-00580	POST EXPOSURE/ACCIDENT TEST	\$ 50.00	\$ -	\$ 50.00	
GENERAL OPERATING ACCOUNT	228834	1/4/2024	AFFORDABLE ELECTRIC, INC.	24-00131	Emergency Electrical Services	\$ 4,350.00	\$ -	\$ 4,350.00	
GENERAL OPERATING ACCOUNT	228835	1/4/2024	ALLIED UNIVERSAL CORPORATION	24-00504	Bleach for Water Treatment	\$ 5,153.04	\$ -	\$ 5,153.04	
GENERAL OPERATING ACCOUNT	228835	1/4/2024	ALLIED UNIVERSAL CORPORATION	24-00505	Sodium Hypochlorite	\$ 7,334.82	\$ -	\$ 7,334.82	
GENERAL OPERATING ACCOUNT	228836	1/4/2024	AQUASOL COMMERCIAL CHEMICAL, I	24-00063	Chemical maintenance Pool/Pad	\$ 384.25	\$ -	\$ 384.25	
GENERAL OPERATING ACCOUNT	228837	1/4/2024	AVI-SPL LLC	23-00999	Council Chambers Change Order	\$ 11,389.48	\$ -	\$ 11,389.48	
GENERAL OPERATING ACCOUNT	228838	1/4/2024	CENTURYLINK	24-01131	CenturyLink Phone Service	\$ 240.22	\$ -	\$ 240.22	
GENERAL OPERATING ACCOUNT	228839	1/4/2024	CENTURYLINK COMMUNICATIONS LLC	24-01130	Camp Wewa Internet Circuit	\$ 180.18	\$ -	\$ 180.18	
GENERAL OPERATING ACCOUNT	228840	1/4/2024	CIVICPLUS, INC.	24-01664	CivicRec Upgrades	\$ 2,077.05	\$ -	\$ 2,077.05	
GENERAL OPERATING ACCOUNT	228840	1/4/2024	CIVICPLUS, INC.	24-01699	CivicClerk Annual Renewal	\$ 10,302.60	\$ -	\$ 10,302.60	
GENERAL OPERATING ACCOUNT	228841	1/4/2024	CONCORD TECHNOLOGIES	24-00354	Hosted Faxing Service	\$ 201.02	\$ -	\$ 201.02	
GENERAL OPERATING ACCOUNT	228842	1/4/2024	CONTROL SPECIALISTS	24-00345	Traffic Light Repair	\$ 1,101.25	\$ -	\$ 1,101.25	
GENERAL OPERATING ACCOUNT	228843	1/4/2024	CREATIVE FINANCIAL STAFFING	24-01732	Finance Dept. Temp Staff	\$ 13,167.00	\$ -	\$ 13,167.00	
GENERAL OPERATING ACCOUNT	228844	1/4/2024	DIAMOND FENCE COMPANY, INC.	24-00858	Fence repair PD Canine area	\$ 2,400.00	\$ -	\$ 2,400.00	
GENERAL OPERATING ACCOUNT	228845	1/4/2024	ELECTRONICS DEPOT	24-00752	VEHICLE ALARMS & WINDOW TINT	\$ 150.00	\$ -	\$ 150.00	
GENERAL OPERATING ACCOUNT	228846	1/4/2024	EVOQUA WATER TECHNOLOGIES LLC	24-00698	Chemical for Ordor Control	\$ 6,301.90	\$ -	\$ 6,301.90	
GENERAL OPERATING ACCOUNT	228847	1/4/2024	FIRE LINE EQUIPMENT, LLC	24-01707	PARTS FOR FIRE TRUCKS	\$ 2,684.01	\$ -	\$ 2,684.01	
GENERAL OPERATING ACCOUNT	228848	1/4/2024	FISHER & PHILLIPS LLP	24-00395	LABOR ATTORNEY FEES 2023-24	\$ 2,623.00	\$ -	\$ 2,623.00	
GENERAL OPERATING ACCOUNT	228849	1/4/2024	FLORIDA KENWORTH, LLC	24-00703	STOCK FUEL FILTERS FOR TRUCKS	\$ 972.24	\$ -	\$ 972.24	
GENERAL OPERATING ACCOUNT	228849	1/4/2024	FLORIDA KENWORTH, LLC	24-00836	PARTS & REPAIRS LARGE TRUCKS	\$ 6,989.86	\$ -	\$ 6,989.86	
GENERAL OPERATING ACCOUNT	228850	1/4/2024	GARCIA CIVIL CONTRACTORS, LLC	23-05280	CRA Sidewalk Project: Phase I	\$ 65,454.22	\$ -	\$ 65,454.22	
GENERAL OPERATING ACCOUNT	228851	1/4/2024	GARDNER, JADE	24-01671	Deposit Refund for BDCC	\$ 100.00	\$ -	\$ 100.00	
GENERAL OPERATING ACCOUNT	228852	1/4/2024	GRAINGER	24-01426	Blanket PO for Supplies	\$ 241.80	\$ -	\$ 241.80	
GENERAL OPERATING ACCOUNT	228853	1/4/2024	INFORMATION MANAGEMENT SERVICE	24-01599	IMS Annual Maintenance	\$ 544.50	\$ -	\$ 544.50	
GENERAL OPERATING ACCOUNT	228854	1/4/2024	JANI- KING OF ORLANDO	24-00448	Janitorial services Citywide	\$ 3,980.00	\$ -	\$ 3,980.00	
GENERAL OPERATING ACCOUNT	228855	1/4/2024	J.J. KELLER & ASSOCIATES, INC	24-01655	PS team training	\$ 3,995.00	\$ -	\$ 3,995.00	
GENERAL OPERATING ACCOUNT	228856	1/4/2024	JOHNSON BUILT, INC.	24-01270	Fiber furnish & install	\$ 3,682.00	\$ -	\$ 3,682.00	
GENERAL OPERATING ACCOUNT	228857	1/4/2024	MAGNETIC ATTRACTION INC.	24-01239	Recycling Decals	\$ 12,586.58	\$ -	\$ 12,586.58	
GENERAL OPERATING ACCOUNT	228858	1/4/2024	MAX SERVICE AIR AND HEAT, LLC	24-01016	Blanket for citywide AC repair	\$ 500.00	\$ -	\$ 500.00	
GENERAL OPERATING ACCOUNT	228859	1/4/2024	MGL FORMS-SYSTEMS, LLC	24-01434	EOY TAX FORMS / W-2'S & 1099'S	\$ 734.00	\$ -	\$ 734.00	
GENERAL OPERATING ACCOUNT	228860	1/4/2024	MTS SAFETY PRODUCTS, INC.	24-01147	Crossing Guard Gear	\$ 1,001.10	\$ -	\$ 1,001.10	
GENERAL OPERATING ACCOUNT	228861	1/4/2024	N.A.O.M.I. KIDS INC	24-01679	Donation - Nesta	\$ 650.00	\$ -	\$ 650.00	
GENERAL OPERATING ACCOUNT	228861	1/4/2024	N.A.O.M.I. KIDS INC	24-01680	Donation - Smith	\$ 500.00	\$ -	\$ 500.00	
GENERAL OPERATING ACCOUNT	228861	1/4/2024	N.A.O.M.I. KIDS INC	24-01681	Donation - Becker	\$ 500.00	\$ -	\$ 500.00	
GENERAL OPERATING ACCOUNT	228862	1/4/2024	NATIONAL STORM RECOVERY, LLC	24-00841	Tree Work	\$ 14,755.95	\$ -	\$ 14,755.95	
GENERAL OPERATING ACCOUNT	228863	1/4/2024	NET TRANSCRIPTS, INC	24-00783	Transcripts	\$ 396.80	\$ -	\$ 396.80	
GENERAL OPERATING ACCOUNT	228864	1/4/2024	ODP BUSINESS SOLUTIONS, LLC	24-00572	Office Supplies	\$ 762.54	\$ -	\$ 762.54	
GENERAL OPERATING ACCOUNT	228864	1/4/2024	ODP BUSINESS SOLUTIONS, LLC	24-00594	Blanket PO - Office Supplies	\$ 95.09	\$ -	\$ 95.09	
GENERAL OPERATING ACCOUNT	228865	1/4/2024	OPG PLUS LLC	24-00725	spill remediation Blanket PO	\$ 549.58	\$ -	\$ 549.58	
GENERAL OPERATING ACCOUNT	228866	1/4/2024	ORLANDO PAVING CO	24-00743	Piggyback - Hot Asphalt	\$ 247.35	\$ -	\$ 247.35	
GENERAL OPERATING ACCOUNT	228867	1/4/2024	PARTEK SOLUTIONS	24-01177	In-Car Printer Paper	\$ 1,146.78	\$ -	\$ 1,146.78	
GENERAL OPERATING ACCOUNT	228868	1/4/2024	PEOPLE READY, INC	24-01494	Temp Labor	\$ 44,700.80	\$ -	\$ 44,700.80	
GENERAL OPERATING ACCOUNT	228869	1/4/2024	RAMIREZ, BRYANNA	24-01667	Incentive Rebate Program	\$ 53.99	\$ -	\$ 53.99	
GENERAL OPERATING ACCOUNT	228873	1/4/2024	RANDALL MECHANICAL, INC.	24-00471	Fire Systems Insp and monitori	\$ 11,210.00	\$ -	\$ 11,210.00	
GENERAL OPERATING ACCOUNT	228873	1/4/2024	RANDALL MECHANICAL, INC.	24-00473	Fire/Security Mon. Upgrades	\$ 18,395.00	\$ -	\$ 18,395.00	
GENERAL OPERATING ACCOUNT	228873	1/4/2024	RANDALL MECHANICAL, INC.	24-00912	Fire Sprinkler/Alarm Repairs	\$ 13,932.92	\$ -	\$ 13,932.92	
GENERAL OPERATING ACCOUNT	228874	1/4/2024	RDK TRUCK SALES & SERVICE, INC	24-00103	Emergency Garb Truck Rental	\$ 22,080.00	\$ -	\$ 22,080.00	
GENERAL OPERATING ACCOUNT	228874	1/4/2024	RDK TRUCK SALES & SERVICE, INC	24-01683	Rearload garb truck rental	\$ 6,500.00	\$ -	\$ 6,500.00	
GENERAL OPERATING ACCOUNT	228875	1/4/2024	RICOH USA, INC.	24-00623	Copier Usage	\$ 55.25	\$ -	\$ 55.25	
GENERAL OPERATING ACCOUNT	228878	1/4/2024	SHEPARD, SMITH, KOHLMYER &HAND	24-01642	OCTOBER LEGAL BILLS 2023	\$ 64,460.00	\$ -	\$ 64,460.00	
GENERAL OPERATING ACCOUNT	228878	1/4/2024	SHEPARD, SMITH, KOHLMYER &HAND	24-01701	OUTSIDE LEGAL COUNSEL NOV 2023	\$ 60,125.00	\$ -	\$ 60,125.00	
GENERAL OPERATING ACCOUNT	228879	1/4/2024	SHI INTERNATIONAL CORP.	24-01509	Annual VMware Support Renewal	\$ 21,120.80	\$ -	\$ 21,120.80	
GENERAL OPERATING ACCOUNT	228879	1/4/2024	SHI INTERNATIONAL CORP.	24-01523	ME Patch Manager Plus License	\$ 687.23	\$ -	\$ 687.23	
GENERAL OPERATING ACCOUNT	228879	1/4/2024	SHI INTERNATIONAL CORP.	24-01698	Microsoft User Licenses	\$ 453.60	\$ -	\$ 453.60	
GENERAL OPERATING ACCOUNT	228880	1/4/2024	LOUIS E. SNYDER	24-00457	REBUILD HYDRAULIC CYLINDERS	\$ 3,457.00	\$ -	\$ 3,457.00	
GENERAL OPERATING ACCOUNT	228881	1/4/2024	SOUTHERN COMPUTER WAREHOUSE, I	24-01640	Monitors	\$ 3,424.08	\$ -	\$ 3,424.08	
GENERAL OPERATING ACCOUNT	228882	1/4/2024	TETRA TECH INC.	23-03155	Misc PE Services	\$ 9,672.46	\$ -	\$ 9,672.46	
GENERAL OPERATING ACCOUNT	228883	1/4/2024	T-MOBILE USA, INC	24-01200	PIO/Strategic Service-BLANKET	\$ 70.10	\$ -	\$ 70.10	
GENERAL OPERATING ACCOUNT	228883	1/4/2024	T-MOBILE USA, INC	24-01631	iPads	\$ 1,150.00	\$ -	\$ 1,150.00	
GENERAL OPERATING ACCOUNT	228884	1/4/2024	T-MOBILE USA	24-00909	Cell Data For GPS & iPad Servi	\$ 4,967.91	\$ -	\$ 4,967.91	
GENERAL OPERATING ACCOUNT	228885	1/4/2024	TRITECH FORENSICS	24-01146	Police Line Barrier Tape	\$ 638.50	\$ -	\$ 638.50	
GENERAL OPERATING ACCOUNT	228886	1/4/2024	VERIZON WIRELESS	24-00908	Verizon Cellular Service	\$ 6,008.06	\$ -	\$ 6,008.06	

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OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-00311	FY23 Electronic Invoices 3010	\$	729.79	\$	-	\$	729.79
OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-00843	FY24 Electric Invoices 3614	\$	984.06	\$	-	\$	984.06
OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-00917	Street Lights & Median Elect.	\$	16,998.32	\$	-	\$	16,998.32
OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	\$	1,519.32	\$	-	\$	1,519.32
OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-01052	Duke Energy PO for Power	\$	269.88	\$	-	\$	269.88
OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-01102	Duke Energy	\$	19.48	\$	-	\$	19.48
OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-01170	Avian Pointe Str Lgts FY2324	\$	6,929.37	\$	-	\$	6,929.37
OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-01171	East Kelly Park MSBU Str Lgts	\$	2,068.87	\$	-	\$	2,068.87
OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-01172	Oaks @ Kelly Park Str Lgts MSB	\$	2,289.74	\$	-	\$	2,289.74
OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-01174	Winding Meadows Str Lgts MSBU	\$	70.20	\$	-	\$	70.20
OPERATING ACCOUNT WIRES	902811	1/4/2024 DUKE ENERGY	24-01738	West Kelly Park MSBU Str Lgts	\$	2,335.56	\$	-	\$	2,335.56
SYNOVUS BANK E-PAYMENTS	304249	1/4/2024 APOPKA CHIEF, THE	24-01086	Blanket PO - Legal Ads	\$	513.00	\$	-	\$	513.00
SYNOVUS BANK E-PAYMENTS	304250	1/4/2024 APOPKA ACE HARDWARE & LUMBER I	24-00362	Repairs to Facilities	\$	14.43	\$	-	\$	14.43
SYNOVUS BANK E-PAYMENTS	304251	1/4/2024 DYNAFIRE, INC	24-01457	City Wide Access Control	\$	2,618.00	\$	-	\$	2,618.00
SYNOVUS BANK E-PAYMENTS	304255	1/4/2024 GALLS, PARENT HOLDINGS, LLC	24-01254	Firefighter Uniforms	\$	7,529.31	\$	-	\$	7,529.31
SYNOVUS BANK E-PAYMENTS	304255	1/4/2024 GALLS, PARENT HOLDINGS, LLC	24-01515	Duty Gear - BLANKET PO	\$	12.84	\$	-	\$	12.84
SYNOVUS BANK E-PAYMENTS	304255	1/4/2024 GALLS, PARENT HOLDINGS, LLC	24-01516	Footwear Annual Replacement	\$	80.00	\$	-	\$	80.00
SYNOVUS BANK E-PAYMENTS	304255	1/4/2024 GALLS, PARENT HOLDINGS, LLC	24-01517	Crossing Guard Uniform Needs	\$	183.32	\$	-	\$	183.32
SYNOVUS BANK E-PAYMENTS	304256	1/4/2024 ORLANDO FREIGHTLINER, INC.	24-00456	MISC FREIGHTLINER TRUCK PARTS	\$	9,256.65	\$	-	\$	9,256.65
SYNOVUS BANK E-PAYMENTS	304257	1/4/2024 RAPID SYSTEMS	24-01181	Wireless Internet Circuit	\$	2,136.00	\$	-	\$	2,136.00
SYNOVUS BANK E-PAYMENTS	304258	1/4/2024 SAFETY SHOE DISTRIBUTORS, L.L.	24-01055	Staff Boots	\$	1,396.92	\$	-	\$	1,396.92
SYNOVUS BANK E-PAYMENTS	304259	1/4/2024 TRAIL SAW & MOWER SERVICE, INC	24-00824	MISCELLANEOUS MOWER PARTS	\$	140.99	\$	-	\$	140.99
GENERAL OPERATING ACCOUNT	228887	1/5/2024 UNITED STATES TREASURY	24-01743	IRS LEVY PAYROLL W/E 12/30/23	\$	107.11	\$	-	\$	107.11
OPERATING ACCOUNT WIRES	902872	1/5/2024 EXPERTPAY	24-01740	CHILD SUPPORT W/E 12/30/23	\$	2,091.65	\$	-	\$	2,091.65
OPERATING ACCOUNT WIRES	902873	1/5/2024 INTERNAL REVENUE SERVICE	24-01742	ACH PAYROLL TAX W/E 12/30/23	\$	181,421.70	\$	-	\$	181,421.70
OPERATING ACCOUNT WIRES	902873	1/5/2024 INTERNAL REVENUE SERVICE	24-01787	ACH PAYROLL TAX W/E 12/30/23	\$	124.70	\$	-	\$	124.70
OPERATING ACCOUNT WIRES	902874	1/5/2024 PRUDENTIAL RETIREMENT	24-01744	PRUDENTIAL RETIREMENT 12/30/23	\$	198,477.97	\$	-	\$	198,477.97
OPERATING ACCOUNT WIRES	902875	1/5/2024 VOYA INSTITUTIONAL TRUST CO.	24-01741	457 CONTRIBUTION W/E 12/30/23	\$	7,848.10	\$	-	\$	7,848.10
GENERAL OPERATING ACCOUNT	228888	1/8/2024 QUARTIERI, SOL	24-01745	UTILITY REFUND	\$	60.00	\$	-	\$	60.00
GENERAL OPERATING ACCOUNT	228889	1/8/2024 TROTTER, NIKKI	24-01746	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	228890	1/8/2024 DAL, RONG	24-01747	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	228891	1/8/2024 JUSINO, CARMEN	24-01749	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	228892	1/8/2024 DYDO, TYLER	24-01750	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	228893	1/8/2024 DUNCAN, CHRISTINE	24-01751	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	228894	1/8/2024 OLIVER, ORLANTHIA NATASHA	24-01752	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	228895	1/8/2024 PETULLO, STEPHEN	24-01753	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	228896	1/8/2024 CARTER, JULIANN	24-01754	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	228897	1/8/2024 DECERBO, REBECCA	24-01755	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	228898	1/8/2024 ANSLEY, PAULA	24-01756	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	228899	1/8/2024 PEREZ MOLINA, JORGE	24-01757	UTILITY REFUND	\$	215.00	\$	-	\$	215.00
GENERAL OPERATING ACCOUNT	228900	1/8/2024 PEREGO, MARIA CHIARA	24-01758	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	228901	1/8/2024 HILLYARD, JAMES	24-01759	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	228902	1/8/2024 JOHNSON, DARON	24-01760	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	228903	1/8/2024 BETHEA, MARCUS	24-01761	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	228904	1/8/2024 JEAN, OLIVIA	24-01762	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	228905	1/8/2024 CABRERA, ROBERTO	24-01763	UTILITY REFUND	\$	90.00	\$	-	\$	90.00
GENERAL OPERATING ACCOUNT	228906	1/8/2024 MURRAY, ANGELA	24-01764	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	228907	1/8/2024 CAMPOPIANO, MARLENA	24-01765	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	228908	1/8/2024 FAZZALARO, GINA	24-01766	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	228909	1/8/2024 WOULD, KIMBERLY	24-01767	UTILITY REFUND	\$	60.00	\$	-	\$	60.00
GENERAL OPERATING ACCOUNT	228910	1/8/2024 GOBLE, CLYDE	24-01768	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	228911	1/8/2024 OREILLY, EDWARD	24-01769	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	228912	1/8/2024 RASGADO HERNANDEZ, CHRISTIAN	24-01770	UTILITY REFUND	\$	215.00	\$	-	\$	215.00
GENERAL OPERATING ACCOUNT	228913	1/8/2024 BISI, SERGIO	24-01794	UTILITY REFUND	\$	380.00	\$	-	\$	380.00
GENERAL OPERATING ACCOUNT	228914	1/8/2024 IVILL, MELANIE	24-01795	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	228915	1/8/2024 DEFREITAS, KYLE	24-01796	UTILITY REFUND	\$	50.00	\$	-	\$	50.00
GENERAL OPERATING ACCOUNT	228916	1/8/2024 SALGADO, LENIA	24-01797	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	228917	1/8/2024 KATZ, TRACY	24-01798	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	228918	1/8/2024 MORGAN, QUINTON	24-01799	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	228919	1/8/2024 KENT, JENNIFER	24-01800	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	228920	1/8/2024 HAQ, MAHMUDUL	24-01801	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	228921	1/8/2024 WOOD, ASHER	24-01802	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	228922	1/11/2024 MOTOROLA SOLUTIONS CREDIT CO.	24-01719	ANNUAL LEASE PYMT-P25 RADIO SY	\$	304,068.22	\$	-	\$	304,068.22
GENERAL OPERATING ACCOUNT	228923	1/11/2024 ADVANCED ENVIRONMENTAL LAB	24-00149	Drinking Water Compliance Labs	\$	1,418.00	\$	-	\$	1,418.00

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GENERAL OPERATING ACCOUNT	228924	1/11/2024	AIR CENTERS OF FLORIDA INC.	24-01218	Pressure Relief Valves	\$	194.40	\$	-	\$	194.40
GENERAL OPERATING ACCOUNT	228925	1/11/2024	ALLEN'S REFRIGERATION & AIR CO	24-01502	AC unit for FS Admin office	\$	3,922.00	\$	-	\$	3,922.00
GENERAL OPERATING ACCOUNT	228926	1/11/2024	ALLIED UNIVERSAL CORPORATION	24-00504	Bleach for Water Treatment	\$	5,761.98	\$	-	\$	5,761.98
GENERAL OPERATING ACCOUNT	228927	1/11/2024	ANGI ENERGY SYSTEMS, LLC	24-00326	PARTS FOR CNG TANK FUEL ISLAND	\$	338.03	\$	-	\$	338.03
GENERAL OPERATING ACCOUNT	228928	1/11/2024	APOPKA AREA CHAMBER OF COMMERCE	24-01673	Table/Chamber	\$	520.00	\$	-	\$	520.00
GENERAL OPERATING ACCOUNT	228929	1/11/2024	APOPKA MINISTERIAL ALLIANCE	24-01777	Donation - Becker	\$	500.00	\$	-	\$	500.00
GENERAL OPERATING ACCOUNT	228930	1/11/2024	AQUASOL COMMERCIAL CHEMICAL, I	24-00063	Chemical maintenance Pool/Pad	\$	362.50	\$	-	\$	362.50
GENERAL OPERATING ACCOUNT	228931	1/11/2024	AT & T MOBILITY	24-01132	ICC Internet Circuit	\$	43.23	\$	-	\$	43.23
GENERAL OPERATING ACCOUNT	228932	1/11/2024	AYALA, WILLIAM	24-01736	Paramedic School	\$	1,650.00	\$	-	\$	1,650.00
GENERAL OPERATING ACCOUNT	228933	1/11/2024	BERRIOS, ERIC	24-01726	Reimbursement	\$	99.70	\$	-	\$	99.70
GENERAL OPERATING ACCOUNT	228934	1/11/2024	BLUETARP FINANCIAL INC.	24-00359	MISCELLANEOUS VEHICLE PARTS	\$	84.00	\$	-	\$	84.00
GENERAL OPERATING ACCOUNT	228935	1/11/2024	BOUND TREE MEDICAL, LLC.	24-00903	Blanket PO - EMS Medications	\$	9,836.50	\$	-	\$	9,836.50
GENERAL OPERATING ACCOUNT	228936	1/11/2024	BRIGHTVIEW LANDSCAPE SERVICES	24-01117	Mowing Contracts	\$	30,103.08	\$	-	\$	30,103.08
GENERAL OPERATING ACCOUNT	228937	1/11/2024	CAR STORE OF WEST ORANGE, INC.	24-00328	TOWING FOR LARGE VEHICLES	\$	643.50	\$	-	\$	643.50
GENERAL OPERATING ACCOUNT	228938	1/11/2024	CHANGE HEALTHCARE TECHNOLOGY	24-00133	EMS Billing	\$	8,472.59	\$	-	\$	8,472.59
GENERAL OPERATING ACCOUNT	228939	1/11/2024	CHARTER COMMUNICATIONS HOLDING	24-01128	City Clinic Internet/Phone	\$	209.96	\$	-	\$	209.96
GENERAL OPERATING ACCOUNT	228939	1/11/2024	CHARTER COMMUNICATIONS HOLDING	24-01387	Cable TV Services	\$	275.89	\$	-	\$	275.89
GENERAL OPERATING ACCOUNT	228940	1/11/2024	CHUCK ROBINSON & BOB CAT SERV	24-00290	Pond Cleaning North Shore	\$	29,600.00	\$	-	\$	29,600.00
GENERAL OPERATING ACCOUNT	228941	1/11/2024	CITY ELECTRIC SUPPLY CO.	24-00005	Repair needs for division	\$	229.35	\$	-	\$	229.35
GENERAL OPERATING ACCOUNT	228942	1/11/2024	COFFEE, ANIYA	24-01703	Paramedic Reimbursement	\$	5,559.49	\$	-	\$	5,559.49
GENERAL OPERATING ACCOUNT	228943	1/11/2024	COMPLETE PRODUCTION RESOURCES	24-01672	Stage for NYE Event	\$	2,350.00	\$	-	\$	2,350.00
GENERAL OPERATING ACCOUNT	228944	1/11/2024	CREATIVE FINANCIAL STAFFING	24-01732	Finance Dept. Temp Staff	\$	897.75	\$	-	\$	897.75
GENERAL OPERATING ACCOUNT	228945	1/11/2024	CRYSTAL SPRINGS	24-00134	Water Delivery - Station 6	\$	131.90	\$	-	\$	131.90
GENERAL OPERATING ACCOUNT	228946	1/11/2024	CUMMINS, INC.	24-00831	PARTS & REPAIRS ON LARGE TRUCK	\$	6,090.38	\$	-	\$	6,090.38
GENERAL OPERATING ACCOUNT	228947	1/11/2024	DEYOUNG LAW FIRM, P.A.	24-00323	PD LEGAL ADVISOR 2023-24	\$	8,511.23	\$	-	\$	8,511.23
GENERAL OPERATING ACCOUNT	228948	1/11/2024	DUNN, KAREN	24-00097	Accounting Services	\$	7,425.00	\$	-	\$	7,425.00
GENERAL OPERATING ACCOUNT	228949	1/11/2024	EMBLEM ENTERPRISES, INC.	24-01391	Embroidered Police Patches	\$	1,960.83	\$	-	\$	1,960.83
GENERAL OPERATING ACCOUNT	228950	1/11/2024	ENCO UTILITY SERVICES FLORIDA	24-01428	UTILITY BILL PRINT & POSTAGE	\$	7,817.66	\$	-	\$	7,817.66
GENERAL OPERATING ACCOUNT	228951	1/11/2024	ENTERTAINMENT RETAIL	24-00415	Winter Uniform Jackets	\$	450.00	\$	-	\$	450.00
GENERAL OPERATING ACCOUNT	228952	1/11/2024	ENVIRONMENTAL PRODUCTS GROUP	24-00671	MISCELLANEOUS TRUCK PARTS	\$	5,093.85	\$	-	\$	5,093.85
GENERAL OPERATING ACCOUNT	228953	1/11/2024	EVOQUA WATER TECHNOLOGIES LLC	24-00698	Chemical for Ordor Control	\$	14,645.57	\$	-	\$	14,645.57
GENERAL OPERATING ACCOUNT	228953	1/11/2024	EVOQUA WATER TECHNOLOGIES LLC	24-00699	Ordor Control Scubber Leases	\$	10,956.42	\$	-	\$	10,956.42
GENERAL OPERATING ACCOUNT	228954	1/11/2024	EXPLORE INFORMATION SERVICES	24-00337	MYR MONITORING SYSTEM 2023-24	\$	704.28	\$	-	\$	704.28
GENERAL OPERATING ACCOUNT	228955	1/11/2024	FARM CITY, INC	24-01196	Canine food	\$	292.50	\$	-	\$	292.50
GENERAL OPERATING ACCOUNT	228956	1/11/2024	FAUSNIGHT STRIPE & LINE INC.	24-01026	ADA parking striping	\$	2,296.00	\$	-	\$	2,296.00
GENERAL OPERATING ACCOUNT	228957	1/11/2024	FCX, LLC	24-01144	Courier Service CJIS Documents	\$	136.00	\$	-	\$	136.00
GENERAL OPERATING ACCOUNT	228958	1/11/2024	FEDEX	24-01462	UB Lockbox Return Mail	\$	8.30	\$	-	\$	8.30
GENERAL OPERATING ACCOUNT	228958	1/11/2024	FEDEX	24-01778	Postage/Frinking Blanket PO	\$	16.20	\$	-	\$	16.20
GENERAL OPERATING ACCOUNT	228959	1/11/2024	FIRST DATA	24-00715	MERCHANT FEES	\$	2,655.15	\$	-	\$	2,655.15
GENERAL OPERATING ACCOUNT	228960	1/11/2024	FISHER SCIENTIFIC	24-00163	Blanket PO - PPE	\$	2,853.00	\$	-	\$	2,853.00
GENERAL OPERATING ACCOUNT	228960	1/11/2024	FISHER SCIENTIFIC	24-00701	Operational Lab Supplies	\$	416.36	\$	-	\$	416.36
GENERAL OPERATING ACCOUNT	228961	1/11/2024	FLASH-RITE, INC.	24-00656	Blanket for division use	\$	924.00	\$	-	\$	924.00
GENERAL OPERATING ACCOUNT	228962	1/11/2024	FLORIDA DEPT OF LAW ENFORCEMEN	24-00450	City Background Fingerprinting	\$	521.50	\$	-	\$	521.50
GENERAL OPERATING ACCOUNT	228963	1/11/2024	FLORIDA DOOR SOLUTIONS INC.	24-01035	PS Purchasing roll up door	\$	3,100.00	\$	-	\$	3,100.00
GENERAL OPERATING ACCOUNT	228964	1/11/2024	VISIT FLORIDA	24-01269	Visit Florida Annual Dues	\$	475.00	\$	-	\$	475.00
GENERAL OPERATING ACCOUNT	228965	1/11/2024	FLORIDA KENWORTH, LLC	24-00703	STOCK FUEL FILTERS FOR TRUCKS	\$	599.90	\$	-	\$	599.90
GENERAL OPERATING ACCOUNT	228966	1/11/2024	FLORIDA COAST EQUIPMENT	24-01237	KUBOTA PARTS FOR MOWERS	\$	223.39	\$	-	\$	223.39
GENERAL OPERATING ACCOUNT	228967	1/11/2024	FLORIDA PPE SERVICES, LLC	24-00135	Bunker Gear cleaning & repair	\$	9,860.50	\$	-	\$	9,860.50
GENERAL OPERATING ACCOUNT	228968	1/11/2024	GLENN JOINER & SON INC.	24-00805	MISCELLANEOUS VEHICLE PARTS	\$	657.83	\$	-	\$	657.83
GENERAL OPERATING ACCOUNT	228969	1/11/2024	GRAINGER	24-00082	Inventory items blanket PO	\$	2,069.70	\$	-	\$	2,069.70
GENERAL OPERATING ACCOUNT	228969	1/11/2024	GRAINGER	24-00758	MISCELLANEOUS PARTS & SUPPLIES	\$	333.88	\$	-	\$	333.88
GENERAL OPERATING ACCOUNT	228970	1/11/2024	HARRINGTON INDUSTRIAL PLASTICS	24-00619	Piping Material & Supplies	\$	264.39	\$	-	\$	264.39
GENERAL OPERATING ACCOUNT	228971	1/11/2024	JANI- KING OF ORLANDO	24-00448	Janitorial services Citywide	\$	7,963.00	\$	-	\$	7,963.00
GENERAL OPERATING ACCOUNT	228972	1/11/2024	JOHN MILLER TRUCKING, INC.	24-00730	Blanket P.O Sod.	\$	591.00	\$	-	\$	591.00
GENERAL OPERATING ACCOUNT	228973	1/11/2024	KAYE, MATTHEW	24-01737	Paramedic School	\$	1,650.00	\$	-	\$	1,650.00
GENERAL OPERATING ACCOUNT	228974	1/11/2024	KRASNOW, YEMANJA	23-03289	Blanket PO- Clinician Services	\$	2,289.00	\$	-	\$	2,289.00
GENERAL OPERATING ACCOUNT	228975	1/11/2024	KRONOS INCORPORATED	24-01134	Kronos Hosted Subscription	\$	2,081.56	\$	-	\$	2,081.56
GENERAL OPERATING ACCOUNT	228976	1/11/2024	LYNCH OIL COMPANY, INC	24-01662	STOCK BULK OILS FOR CITY USE	\$	4,978.16	\$	-	\$	4,978.16
GENERAL OPERATING ACCOUNT	228977	1/11/2024	MARCO POLO POOL MAINT INC	24-01241	Pool & Splash Pad Maintenance	\$	4,116.67	\$	-	\$	4,116.67
GENERAL OPERATING ACCOUNT	228978	1/11/2024	MCKESSON MEDICAL-SURGICAL INC	24-01793	December 2023 Clinic Expenses	\$	1,547.69	\$	-	\$	1,547.69
GENERAL OPERATING ACCOUNT	228979	1/11/2024	MID FLORIDA MATERIALS	24-00742	Materials and Roll offs	\$	150.00	\$	-	\$	150.00
GENERAL OPERATING ACCOUNT	228980	1/11/2024	MIDFLORIDA ARMORED & ATM SERV	24-00713	Armored Car Services	\$	642.00	\$	-	\$	642.00
GENERAL OPERATING ACCOUNT	228981	1/11/2024	M J DONOVAN ENTERPRISES, INC	24-01248	Event pole banners	\$	1,782.03	\$	-	\$	1,782.03
GENERAL OPERATING ACCOUNT	228982	1/11/2024	MOTOROLA SOLUTIONS, INC.	24-01670	Remote Speaker Ambulance Mics	\$	884.52	\$	-	\$	884.52

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GENERAL OPERATING ACCOUNT	228984	1/11/2024 MULLINAX FORD	24-00333	FORD PARTS AND REPAIRS	\$	1,452.54	\$	-	\$	1,452.54
GENERAL OPERATING ACCOUNT	228984	1/11/2024 MULLINAX FORD	24-00334	STOCK FORD VEHICLE PARTS	\$	1,445.05	\$	-	\$	1,445.05
GENERAL OPERATING ACCOUNT	228985	1/11/2024 MUNICIPAL EMERGENCY SERVICES	24-01073	Duty Uniforms	\$	403.62	\$	-	\$	403.62
GENERAL OPERATING ACCOUNT	228986	1/11/2024 MY HEALTH ONSITE	24-01791	January 2024 Program Fee	\$	13,271.00	\$	-	\$	13,271.00
GENERAL OPERATING ACCOUNT	228987	1/11/2024 N.A.O.M.I. KIDS INC	24-01790	donation -Velazquez	\$	300.00	\$	-	\$	300.00
GENERAL OPERATING ACCOUNT	228988	1/11/2024 NAVARRO, ROSIE	24-01725	Soccer Refund	\$	99.00	\$	-	\$	99.00
GENERAL OPERATING ACCOUNT	228989	1/11/2024 NEXGEN TRUCK & TRAILER PARTS	24-00806	PARTS FOR TRUCKS AND TRAILERS	\$	244.34	\$	-	\$	244.34
GENERAL OPERATING ACCOUNT	228990	1/11/2024 NORTHERN TOOL & EQUIP. CO.	24-01405	Hydraulic Cylinder	\$	71.00	\$	-	\$	71.00
GENERAL OPERATING ACCOUNT	228991	1/11/2024 ODOR CONTROL PRODUCTS AND EQUIP	24-01688	Belt Filter Press Cleaner	\$	254.95	\$	-	\$	254.95
GENERAL OPERATING ACCOUNT	228993	1/11/2024 ODP BUSINESS SOLUTIONS, LLC	24-00462	Chief's Office Supplies	\$	188.19	\$	-	\$	188.19
GENERAL OPERATING ACCOUNT	228993	1/11/2024 ODP BUSINESS SOLUTIONS, LLC	24-00624	Office supplies for department	\$	875.50	\$	-	\$	875.50
GENERAL OPERATING ACCOUNT	228993	1/11/2024 ODP BUSINESS SOLUTIONS, LLC	24-00625	Office supplies for department	\$	527.72	\$	-	\$	527.72
GENERAL OPERATING ACCOUNT	228993	1/11/2024 ODP BUSINESS SOLUTIONS, LLC	24-00626	OFFICE SUPPLIES FOR FLEET	\$	187.06	\$	-	\$	187.06
GENERAL OPERATING ACCOUNT	228993	1/11/2024 ODP BUSINESS SOLUTIONS, LLC	24-00629	DE Office Supplies	\$	153.44	\$	-	\$	153.44
GENERAL OPERATING ACCOUNT	228994	1/11/2024 ONSYTE PERFORMANCE LLC	24-00632	Monthly Utilities Charges	\$	1,215.82	\$	-	\$	1,215.82
GENERAL OPERATING ACCOUNT	228995	1/11/2024 OPG PLUS LLC	24-00725	spill remediation Blanket PO	\$	429.79	\$	-	\$	429.79
GENERAL OPERATING ACCOUNT	228996	1/11/2024 ORANGE COUNTY COMPTROLLER	24-00461	Code Enf. Violation Filings	\$	27.00	\$	-	\$	27.00
GENERAL OPERATING ACCOUNT	228997	1/11/2024 O'REILLY AUTO PARTS	24-00158	MISCELLANEOUS VEHICLE PARTS	\$	223.19	\$	-	\$	223.19
GENERAL OPERATING ACCOUNT	228997	1/11/2024 O'REILLY AUTO PARTS	24-00159	STOCK VEHICLE PARTS	\$	227.32	\$	-	\$	227.32
GENERAL OPERATING ACCOUNT	228998	1/11/2024 OSCEOLA UMPIRES LLC	24-00453	Softball Umpires	\$	1,950.00	\$	-	\$	1,950.00
GENERAL OPERATING ACCOUNT	228999	1/11/2024 PbO3 ENVIRONMENTAL MONITORING	24-01729	CDBG-Lead/Asbestos Inspection	\$	1,088.47	\$	-	\$	1,088.47
GENERAL OPERATING ACCOUNT	229000	1/11/2024 PETROLEUM TRADERS CORP	24-00162	CITY WIDE GAS & DIESEL	\$	44,869.71	\$	-	\$	44,869.71
GENERAL OPERATING ACCOUNT	229001	1/11/2024 PIEDMONT ANIMAL HOSPITAL	24-01803	Canine Wellness	\$	1,143.04	\$	-	\$	1,143.04
GENERAL OPERATING ACCOUNT	229002	1/11/2024 PREMIER LAWN MAINTENANCE	24-01235	Right of Way mowing contract	\$	7,482.15	\$	-	\$	7,482.15
GENERAL OPERATING ACCOUNT	229003	1/11/2024 PRINTERS, THE	24-00772	Cross Connection Door Hangers	\$	236.00	\$	-	\$	236.00
GENERAL OPERATING ACCOUNT	229003	1/11/2024 PRINTERS, THE	24-01666	Envelopes-BTR letter mailout	\$	550.00	\$	-	\$	550.00
GENERAL OPERATING ACCOUNT	229004	1/11/2024 PSYTEGRITY, LLC	24-01126	Pre Employment Exams	\$	375.00	\$	-	\$	375.00
GENERAL OPERATING ACCOUNT	229006	1/11/2024 RANDALL MECHANICAL, INC.	24-00471	Fire Systems Insp and monitori	\$	3,300.00	\$	-	\$	3,300.00
GENERAL OPERATING ACCOUNT	229006	1/11/2024 RANDALL MECHANICAL, INC.	24-00473	Fire/Security Mon. Upgrades	\$	7,782.50	\$	-	\$	7,782.50
GENERAL OPERATING ACCOUNT	229007	1/11/2024 RC BEACH & ASSOCIATES, INC	24-01650	Chlorine Pump Repair Parts	\$	664.00	\$	-	\$	664.00
GENERAL OPERATING ACCOUNT	229008	1/11/2024 RDK TRUCK SALES & SERVICE, INC	24-00103	Emergency Garb Truck Rental	\$	4,640.00	\$	-	\$	4,640.00
GENERAL OPERATING ACCOUNT	229008	1/11/2024 RDK TRUCK SALES & SERVICE, INC	24-01683	Rearload garb truck rental	\$	13,000.00	\$	-	\$	13,000.00
GENERAL OPERATING ACCOUNT	229008	1/11/2024 RDK TRUCK SALES & SERVICE, INC	24-01684	Emg Lease Mack FEL 3mo	\$	9,350.00	\$	-	\$	9,350.00
GENERAL OPERATING ACCOUNT	229009	1/11/2024 RECRUITMENT & ENGINEERING PROD	24-01694	Mailing Supplies for BTR	\$	548.92	\$	-	\$	548.92
GENERAL OPERATING ACCOUNT	229009	1/11/2024 RECRUITMENT & ENGINEERING PROD	24-01695	Payment for BTR's	\$	4,177.00	\$	-	\$	4,177.00
GENERAL OPERATING ACCOUNT	229010	1/11/2024 Red Wing Brands of America,INC	24-01081	SAFETY FOOTWEAR	\$	11,275.44	\$	-	\$	11,275.44
GENERAL OPERATING ACCOUNT	229011	1/11/2024 ROELL, COLLIN	24-01723	College Tuition Reimbursement	\$	478.68	\$	-	\$	478.68
GENERAL OPERATING ACCOUNT	229012	1/11/2024 ROSENBAUER MINNESOTA, LLC	24-00454	MISCELLANOUS FIRE TRUCK PARTS	\$	2,071.32	\$	-	\$	2,071.32
GENERAL OPERATING ACCOUNT	229013	1/11/2024 SCIENS ORLANDO, LLC.	24-01771	Fire Alarm System Monitoring	\$	300.00	\$	-	\$	300.00
GENERAL OPERATING ACCOUNT	229014	1/11/2024 SHARBONO, BRIAN	24-01702	Training Reimbursement	\$	325.00	\$	-	\$	325.00
GENERAL OPERATING ACCOUNT	229015	1/11/2024 SHEPARD, SMITH, KOHLMYER &HAND	24-01810	DECEMBER ATTORNEY FEES 2023	\$	37,795.04	\$	-	\$	37,795.04
GENERAL OPERATING ACCOUNT	229016	1/11/2024 SIGNAL ZERO ARMS	24-01669	SWAT Helmets & Rifle Accs.	\$	3,092.95	\$	-	\$	3,092.95
GENERAL OPERATING ACCOUNT	229017	1/11/2024 LOUIS E. SNYDER	24-00457	REBUILD HYDRAULIC CYLINDERS	\$	170.40	\$	-	\$	170.40
GENERAL OPERATING ACCOUNT	229018	1/11/2024 SOUTH APOPKA MINISTERIAL ALLIA	24-01781	MLK Parade Sponsorship	\$	500.00	\$	-	\$	500.00
GENERAL OPERATING ACCOUNT	229019	1/11/2024 VARSITY BRANDS HOLDING CO, INC	24-01479	Pitching Mounds	\$	6,803.89	\$	-	\$	6,803.89
GENERAL OPERATING ACCOUNT	229020	1/11/2024 STAPLES CONTRACT & COMMERCIAL	24-00336	Operating & Office Supplies	\$	473.54	\$	-	\$	473.54
GENERAL OPERATING ACCOUNT	229021	1/11/2024 STAPLE, INC	24-00298	Blanket PO - Supplies	\$	1,469.23	\$	-	\$	1,469.23
GENERAL OPERATING ACCOUNT	229021	1/11/2024 STAPLE, INC	24-01036	Staples Quill- office supp	\$	113.88	\$	-	\$	113.88
GENERAL OPERATING ACCOUNT	229022	1/11/2024 SYN-TECH SYSTEMS, INC.	24-00814	REPAIRS & PARTS TO FUELMaster	\$	1,489.50	\$	-	\$	1,489.50
GENERAL OPERATING ACCOUNT	229023	1/11/2024 TARGET SOLUTIONS LEARNING, LLC	24-01705	Vector Scheduling	\$	2,076.48	\$	-	\$	2,076.48
GENERAL OPERATING ACCOUNT	229024	1/11/2024 THE KERI ANNE DEMOTT FOUNDATIO	24-01780	Donation-Keri Anne DeMott Foun	\$	2,000.00	\$	-	\$	2,000.00
GENERAL OPERATING ACCOUNT	229025	1/11/2024 TOTAL TRUCK PARTS	24-00817	MISCELLANEOUS LARGE TRUCK PART	\$	762.01	\$	-	\$	762.01
GENERAL OPERATING ACCOUNT	229026	1/11/2024 TRANSSION RISK AND ALTERNATIV	24-01268	Transunion Risk TLO - Blanket	\$	222.00	\$	-	\$	222.00
GENERAL OPERATING ACCOUNT	229027	1/11/2024 UNIVERSAL BLOWER PAC, INC.	24-00617	Blower Oil	\$	875.40	\$	-	\$	875.40
GENERAL OPERATING ACCOUNT	229028	1/11/2024 USA BLUE BOOK	24-00077	Inventory items blanket PO	\$	697.08	\$	-	\$	697.08
GENERAL OPERATING ACCOUNT	229029	1/11/2024 VETERANS OF FOREIGN WARS USA	24-01718	City's Dec. payout to VFW	\$	1,594.00	\$	-	\$	1,594.00
GENERAL OPERATING ACCOUNT	229030	1/11/2024 W.B. MASON COMPANY, INC	24-00006	Toilet Paper and Trash bags	\$	1,732.13	\$	-	\$	1,732.13
GENERAL OPERATING ACCOUNT	229030	1/11/2024 W.B. MASON COMPANY, INC	24-00575	Blanket PO - Office Supplies	\$	64.88	\$	-	\$	64.88
GENERAL OPERATING ACCOUNT	229031	1/11/2024 WELCHES, WALTER	24-01693	Mileage Requisition Request	\$	8.91	\$	-	\$	8.91
SYNOVUS BANK E-PAYMENTS	304260	1/11/2024 AIRGAS USA, LLC	24-01459	Oxygen & Cylinder Rental	\$	765.58	\$	-	\$	765.58
SYNOVUS BANK E-PAYMENTS	304261	1/11/2024 ALTERNATIVE POWER SOLUTIONS, I	24-00686	Generator PMs	\$	1,059.20	\$	-	\$	1,059.20
SYNOVUS BANK E-PAYMENTS	304262	1/11/2024 APOPKA ACE HARDWARE & LUMBER I	24-00343	Repair & Maintenance Supplies	\$	384.34	\$	-	\$	384.34
SYNOVUS BANK E-PAYMENTS	304262	1/11/2024 APOPKA ACE HARDWARE & LUMBER I	24-00346	MISCELLANEOUS VEHICLE PARTS	\$	43.88	\$	-	\$	43.88
SYNOVUS BANK E-PAYMENTS	304262	1/11/2024 APOPKA ACE HARDWARE & LUMBER I	24-00362	Repairs to Facilities	\$	10.18	\$	-	\$	10.18

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SYNOVUS BANK E-PAYMENTS	304262	1/11/2024 APOPKA ACE HARDWARE & LUMBER I	24-01392	Hand tools and supplies	\$	79.98	\$	-	\$	79.98
SYNOVUS BANK E-PAYMENTS	304263	1/11/2024 CHANNEL INNOVATIONS CORP.	24-01238	Air Compressor Servicing	\$	849.06	\$	-	\$	849.06
SYNOVUS BANK E-PAYMENTS	304264	1/11/2024 CONSOLIDATED ELECTRICAL DIST.	24-00082	Electrical Parts	\$	194.35	\$	-	\$	194.35
SYNOVUS BANK E-PAYMENTS	304265	1/11/2024 CORE & MAIN LP	24-00098	Inventory items	\$	1,131.16	\$	-	\$	1,131.16
SYNOVUS BANK E-PAYMENTS	304266	1/11/2024 DANA SAFETY SUPPLY, INC.	24-00835	PARTS & REPAIRS EMERGENCY CARS	\$	1,242.67	\$	-	\$	1,242.67
SYNOVUS BANK E-PAYMENTS	304267	1/11/2024 FAST SIGNS	24-01721	Reflective Vinyl Signs	\$	520.53	\$	-	\$	520.53
SYNOVUS BANK E-PAYMENTS	304268	1/11/2024 FERGUSON ENTERPRISES, INC.	24-00074	Inventory Blanket PO	\$	1,911.40	\$	-	\$	1,911.40
SYNOVUS BANK E-PAYMENTS	304275	1/11/2024 GALLS, PARENT HOLDINGS, LLC	24-01154	Accouterments - Blanket PO	\$	1,272.40	\$	-	\$	1,272.40
SYNOVUS BANK E-PAYMENTS	304275	1/11/2024 GALLS, PARENT HOLDINGS, LLC	24-01254	Firefighter Uniforms	\$	13,947.35	\$	-	\$	13,947.35
SYNOVUS BANK E-PAYMENTS	304276	1/11/2024 MILLIKAN BATTERY & ELECTRIC	24-00124	Blanket PO: Vehicle Batteries	\$	3,264.50	\$	-	\$	3,264.50
SYNOVUS BANK E-PAYMENTS	304276	1/11/2024 MILLIKAN BATTERY & ELECTRIC	24-00125	STOCK BATTERIES	\$	1,165.00	\$	-	\$	1,165.00
SYNOVUS BANK E-PAYMENTS	304277	1/11/2024 NEXTRAN TRUCK CENTER - ORLANDO	24-00826	PARTS & REPAIRS ON MACK TRUCKS	\$	605.86	\$	-	\$	605.86
SYNOVUS BANK E-PAYMENTS	304278	1/11/2024 WELDON PARTS-ORLANDO	24-00497	STOCK:DEF FLUID	\$	1,450.46	\$	-	\$	1,450.46
SYNOVUS BANK E-PAYMENTS	304278	1/11/2024 WELDON PARTS-ORLANDO	24-01709	MISC DEF FULIDS FOR VEHICLES	\$	1,280.00	\$	-	\$	1,280.00
SYNOVUS BANK E-PAYMENTS	304279	1/11/2024 PRIDE ENTERPRISES	24-00782	STOCK RECAP TIRES FOR TRUCKS	\$	2,035.58	\$	-	\$	2,035.58
SYNOVUS BANK E-PAYMENTS	304280	1/11/2024 SAFETY PRODUCTS INC	24-00075	Inventory items Blanket PO	\$	1,431.99	\$	-	\$	1,431.99
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01183	City Clerk Copy Machine Maint	\$	124.61	\$	-	\$	124.61
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01184	Mayors Copy Machine Lease	\$	55.09	\$	-	\$	55.09
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01185	CommDev Copy Machine Maint	\$	238.13	\$	-	\$	238.13
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01186	CA Copy Machine Maintenance	\$	18.35	\$	-	\$	18.35
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01187	UB Copy Machine Lease	\$	285.43	\$	-	\$	285.43
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01188	PD Copy Machine Leases	\$	797.32	\$	-	\$	797.32
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01189	HR & Legal Copy Machine Lease	\$	179.44	\$	-	\$	179.44
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01190	Procurement Printer Maint	\$	32.00	\$	-	\$	32.00
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01191	Building Dept Copy Maintenance	\$	103.10	\$	-	\$	103.10
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01192	PS Copy Machine Maintenance	\$	510.36	\$	-	\$	510.36
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01193	Recreation Copy Machine Maint	\$	50.00	\$	-	\$	50.00
SYNOVUS BANK E-PAYMENTS	304282	1/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01194	IT Copy Machine Lease	\$	33.61	\$	-	\$	33.61
SYNOVUS BANK E-PAYMENTS	304283	1/11/2024 SITEONE LANDSCAPE SUPPLY, LLC	24-01155	Chemical, Chalk and Turface	\$	11.84	\$	-	\$	11.84
SYNOVUS BANK E-PAYMENTS	304284	1/11/2024 SPRAYER PARTS DEPOT	24-00812	MISCELLANEOUS SPRAYER PARTS	\$	105.36	\$	-	\$	105.36
SYNOVUS BANK E-PAYMENTS	304285	1/11/2024 TAMPA CRANE & BODY, INC.	24-00830	MISCELLANEOUS PART LARGE TRUCK	\$	525.38	\$	-	\$	525.38
SYNOVUS BANK E-PAYMENTS	304286	1/11/2024 SHELLEY'S ENVIRONMENTAL SYSTEM	24-00788	Sewer Debris Dumping	\$	325.00	\$	-	\$	325.00
SYNOVUS BANK E-PAYMENTS	304287	1/11/2024 TRAIL SAW & MOWER SERVICE, INC	24-00824	MISCELLANEOUS MOWER PARTS	\$	133.74	\$	-	\$	133.74
SYNOVUS BANK E-PAYMENTS	304287	1/11/2024 TRAIL SAW & MOWER SERVICE, INC	24-00873	Chainsaw chain & edger blades	\$	1,074.62	\$	-	\$	1,074.62
SYNOVUS BANK E-PAYMENTS	304288	1/11/2024 AAMCO TRANSMISSIONS	24-00325	TRAMSMISSION REPAIRS	\$	5,575.00	\$	-	\$	5,575.00
SYNOVUS BANK E-PAYMENTS	304289	1/11/2024 UNIFIRST CORPORATION	24-00130	UNIFORMS RENTAL FY 2024	\$	3,332.13	\$	-	\$	3,332.13
SYNOVUS BANK E-PAYMENTS	304290	1/11/2024 WASTE MANAGEMENT INC OF FL	24-00641	Yard Waste Tipping Fees	\$	9,307.20	\$	-	\$	9,307.20
SYNOVUS BANK E-PAYMENTS	304290	1/11/2024 WASTE MANAGEMENT INC OF FL	24-00642	Recycling Tipping Fees	\$	5,521.10	\$	-	\$	5,521.10
GENERAL OPERATING ACCOUNT	229032	1/12/2024 ARROWSMITH, J.W.	24-00015	COUNCIL RETIREMENT FY2024	\$	575.00	\$	-	\$	575.00
GENERAL OPERATING ACCOUNT	229033	1/12/2024 CEE BEE AIR SYSTEMS INC	24-01591	AC Unit Wewa Dining hall	\$	7,985.00	\$	-	\$	7,985.00
GENERAL OPERATING ACCOUNT	229034	1/12/2024 CHINCHOR ELECTRIC, INC	22-06222	US 441/Errol Signal Constr	\$	101,736.22	\$	-	\$	101,736.22
GENERAL OPERATING ACCOUNT	229035	1/12/2024 GALVIN-HARRIS LAND SERVICES	23-05628	Kelly Park Rd Widening Design	\$	39,013.80	\$	-	\$	39,013.80
GENERAL OPERATING ACCOUNT	229036	1/12/2024 GUARDIAN EQUIPMENT INC	24-01217	Bleach Metering Skid	\$	27,750.00	\$	-	\$	27,750.00
GENERAL OPERATING ACCOUNT	229037	1/12/2024 MUNICIPAL EMERGENCY SERVICES	24-00146	Hurst Extrication Tool Set	\$	1,012.29	\$	-	\$	1,012.29
GENERAL OPERATING ACCOUNT	229038	1/12/2024 NORTH AMERICA FIRE EQUIPMENT C	24-00911	Blanket PO -Engine 4 Equipment	\$	4,437.23	\$	-	\$	4,437.23
GENERAL OPERATING ACCOUNT	229038	1/12/2024 NORTH AMERICA FIRE EQUIPMENT C	24-01492	Aerial Apparatus	\$	769,237.50	\$	-	\$	769,237.50
GENERAL OPERATING ACCOUNT	229038	1/12/2024 NORTH AMERICA FIRE EQUIPMENT C	24-01493	Custom Level 2 Pumper	\$	412,984.00	\$	-	\$	412,984.00
GENERAL OPERATING ACCOUNT	229039	1/12/2024 ORKIN	24-01773	Mosquito Treatment	\$	2,639.43	\$	-	\$	2,639.43
GENERAL OPERATING ACCOUNT	229040	1/12/2024 REP SERVICES, INC.	23-04473	AWP Pavilion Project	\$	2,695.00	\$	-	\$	2,695.00
GENERAL OPERATING ACCOUNT	229041	1/12/2024 UNITED STATES TREASURY	24-01827	IRS LEVY PAYROLL W/E 01/06/24	\$	107.11	\$	-	\$	107.11
GENERAL OPERATING ACCOUNT	229042	1/12/2024 WATER TREATMENT AND CONTROLS	23-04139	Chlorine Analyzers	\$	32,537.00	\$	-	\$	32,537.00
GENERAL OPERATING ACCOUNT	229043	1/12/2024 HERBERT, GENA	24-01835	UTILITY REFUND	\$	87.00	\$	-	\$	87.00
GENERAL OPERATING ACCOUNT	229044	1/12/2024 VASQUEZ, GILSON	24-01854	UTILITY REFUND	\$	64.46	\$	-	\$	64.46
GENERAL OPERATING ACCOUNT	229045	1/12/2024 BARRETT, DANIEL	24-01875	UTILITY REFUND	\$	76.22	\$	-	\$	76.22
GENERAL OPERATING ACCOUNT	229046	1/12/2024 JUAREZ, DOLMAN	24-01832	UTILITY REFUND	\$	40.89	\$	-	\$	40.89
GENERAL OPERATING ACCOUNT	229047	1/12/2024 WILLIAMS, TIARA	24-01833	UTILITY REFUND	\$	107.67	\$	-	\$	107.67
GENERAL OPERATING ACCOUNT	229048	1/12/2024 KAREEM ELSHIMY FOODS INC	24-01834	UTILITY REFUND	\$	198.23	\$	-	\$	198.23
GENERAL OPERATING ACCOUNT	229049	1/12/2024 LANDERS, CHARLES	24-01836	UTILITY REFUND	\$	23.17	\$	-	\$	23.17
GENERAL OPERATING ACCOUNT	229050	1/12/2024 TAH MS BORROWER LLC	24-01837	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229051	1/12/2024 ENGLISH, JOSEPH	24-01838	UTILITY REFUND	\$	139.44	\$	-	\$	139.44
GENERAL OPERATING ACCOUNT	229052	1/12/2024 DANIELSKI, CHRISTOPHER	24-01839	UTILITY REFUND	\$	134.50	\$	-	\$	134.50
GENERAL OPERATING ACCOUNT	229053	1/12/2024 MEJIA, ALVA LUZ	24-01840	UTILITY REFUND	\$	20.45	\$	-	\$	20.45
GENERAL OPERATING ACCOUNT	229054	1/12/2024 LAMBERT SR., KENNETH	24-01842	UTILITY REFUND	\$	32.50	\$	-	\$	32.50
GENERAL OPERATING ACCOUNT	229055	1/12/2024 TYRELL, HARRIS	24-01843	UTILITY REFUND	\$	12.97	\$	-	\$	12.97

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GENERAL OPERATING ACCOUNT	229056	1/12/2024	HOLLOMAN GRODAN REALTY, INC	24-01844	UTILITY REFUND	\$	108.72	\$	-	\$	108.72
GENERAL OPERATING ACCOUNT	229057	1/12/2024	MAINE AVE APTS VILLAS	24-01845	UTILITY REFUND	\$	86.06	\$	-	\$	86.06
GENERAL OPERATING ACCOUNT	229058	1/12/2024	JUDNICK, LOGAN	24-01846	UTILITY REFUND	\$	170.00	\$	-	\$	170.00
GENERAL OPERATING ACCOUNT	229059	1/12/2024	HYATT, WINDELL	24-01847	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229060	1/12/2024	JONES, KEYONNA	24-01848	UTILITY REFUND	\$	31.56	\$	-	\$	31.56
GENERAL OPERATING ACCOUNT	229061	1/12/2024	SUMMERWELL AVIAN POINTE	24-01849	UTILITY REFUND	\$	35.00	\$	-	\$	35.00
GENERAL OPERATING ACCOUNT	229062	1/12/2024	ELAM, SHAWNDRY	24-01850	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229063	1/12/2024	PROPERTY OWNER 1 LLC	24-01851	UTILITY REFUND	\$	45.56	\$	-	\$	45.56
GENERAL OPERATING ACCOUNT	229064	1/12/2024	FERBER, MAXINE	24-01852	UTILITY REFUND	\$	42.16	\$	-	\$	42.16
GENERAL OPERATING ACCOUNT	229065	1/12/2024	PROGRESS RESIDENTIAL HVH BORRO	24-01853	UTILITY REFUND	\$	210.06	\$	-	\$	210.06
GENERAL OPERATING ACCOUNT	229066	1/12/2024	LOPEZ, IRWIN	24-01855	UTILITY REFUND	\$	170.00	\$	-	\$	170.00
GENERAL OPERATING ACCOUNT	229067	1/12/2024	TROUBLE FREE PROPERTY MGMT	24-01856	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229068	1/12/2024	PATTERSON, JAMES	24-01858	UTILITY REFUND	\$	101.60	\$	-	\$	101.60
GENERAL OPERATING ACCOUNT	229069	1/12/2024	RICKYANTO, RIBKAH	24-01859	UTILITY REFUND	\$	233.11	\$	-	\$	233.11
GENERAL OPERATING ACCOUNT	229070	1/12/2024	ALWAN, REZA	24-01860	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229071	1/12/2024	KHOURI, NAJI	24-01861	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229072	1/12/2024	SIMMONS, TAMEKA	24-01862	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	229073	1/12/2024	FAFINHA, LEON	24-01863	UTILITY REFUND	\$	30.59	\$	-	\$	30.59
GENERAL OPERATING ACCOUNT	229074	1/12/2024	DALLEY, SANDRA	24-01864	UTILITY REFUND	\$	20.62	\$	-	\$	20.62
GENERAL OPERATING ACCOUNT	229075	1/12/2024	SCHWIEGERATH, WAYNE	24-01865	UTILITY REFUND	\$	17.01	\$	-	\$	17.01
GENERAL OPERATING ACCOUNT	229076	1/12/2024	SHAW, NOVLYN	24-01866	UTILITY REFUND	\$	152.60	\$	-	\$	152.60
GENERAL OPERATING ACCOUNT	229077	1/12/2024	BRANNEN III, FRED	24-01867	UTILITY REFUND	\$	285.27	\$	-	\$	285.27
GENERAL OPERATING ACCOUNT	229078	1/12/2024	BOWEN, DANIELLE	24-01868	UTILITY REFUND	\$	140.63	\$	-	\$	140.63
GENERAL OPERATING ACCOUNT	229079	1/12/2024	HARJANI, KOSHU	24-01869	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229080	1/12/2024	COTRONEO, TAVIA	24-01870	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	229081	1/12/2024	HANOVER FAMILY BUILDERS	24-01871	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	229082	1/12/2024	HANOVER FAMILY BUILDERS	24-01872	UTILITY REFUND	\$	171.13	\$	-	\$	171.13
GENERAL OPERATING ACCOUNT	229083	1/12/2024	HANOVER FAMILY BUILDERS	24-01873	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	229084	1/12/2024	EDWARDS, LEWIS W	24-01874	UTILITY REFUND	\$	42.39	\$	-	\$	42.39
GENERAL OPERATING ACCOUNT	229085	1/12/2024	BRUNDIDGE, CHRISTEN	24-01876	UTILITY REFUND	\$	15.25	\$	-	\$	15.25
GENERAL OPERATING ACCOUNT	229086	1/12/2024	RYAN, KIMBERLY	24-01877	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	229087	1/12/2024	AZIZ, LESLIE	24-01878	UTILITY REFUND	\$	87.00	\$	-	\$	87.00
GENERAL OPERATING ACCOUNT	229088	1/12/2024	DR HORTON	24-01879	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	229089	1/12/2024	HOFER, ILCE	24-01880	UTILITY REFUND	\$	60.00	\$	-	\$	60.00
GENERAL OPERATING ACCOUNT	229090	1/12/2024	LONDONO, OMAR	24-01881	UTILITY REFUND	\$	50.00	\$	-	\$	50.00
GENERAL OPERATING ACCOUNT	229091	1/12/2024	MCGREGGOR- MEYER, JENNIFER	24-01882	UTILITY REFUND	\$	60.00	\$	-	\$	60.00
GENERAL OPERATING ACCOUNT	229092	1/12/2024	XOL MU'CO, CARLOS HUMBERTO	24-01884	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229093	1/12/2024	AUGOUSTATOS, NICOLE	24-01885	UTILITY REFUND	\$	252.27	\$	-	\$	252.27
GENERAL OPERATING ACCOUNT	229094	1/12/2024	MORALES, MARIA	24-01886	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229095	1/12/2024	TROUBLE FREE PROPERTY MANAGEME	24-01887	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229096	1/12/2024	RODRIGUEZ, YAMIL	24-01888	UTILITY REFUND	\$	87.00	\$	-	\$	87.00
GENERAL OPERATING ACCOUNT	229097	1/12/2024	SFR JV-HD BORROWER B LLC	24-01889	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	229098	1/12/2024	SFR JV-HD PROPERTY LLC	24-01890	UTILITY REFUND	\$	215.00	\$	-	\$	215.00
GENERAL OPERATING ACCOUNT	229099	1/12/2024	SQUEO, CARRIE	24-01891	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229100	1/12/2024	ROBINSON, CHRISTOPHER	24-01892	UTILITY REFUND	\$	170.00	\$	-	\$	170.00
GENERAL OPERATING ACCOUNT	229101	1/12/2024	MCKEE NORTH, TAMMY	24-01893	UTILITY REFUND	\$	50.00	\$	-	\$	50.00
GENERAL OPERATING ACCOUNT	229102	1/12/2024	RICHEMOND, GUERELINE	24-01894	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	229103	1/12/2024	CLERIE-ALEJANDRO, ELISABETH	24-01895	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	229104	1/12/2024	ME CONSTRUCTION	24-01896	UTILITY REFUND	\$	2,000.00	\$	-	\$	2,000.00
OPERATING ACCOUNT WIRES	902876	1/12/2024	APOPKA POLICE OFFICERS ASSOC	24-01831	PD Union December 2023	\$	336.50	\$	-	\$	336.50
OPERATING ACCOUNT WIRES	902877	1/12/2024	APOPKA FIREFIGHTERS ASSOC.	24-01829	FD Assoc Dues December 2023	\$	700.00	\$	-	\$	700.00
OPERATING ACCOUNT WIRES	902878	1/12/2024	APOPKA PROFESSIONAL	24-01830	FD Union Dues December 2023	\$	5,246.15	\$	-	\$	5,246.15
OPERATING ACCOUNT WIRES	902879	1/12/2024	EXPERTPAY	24-01824	CHLD SUPPORT W/E 01/06/24	\$	2,163.92	\$	-	\$	2,163.92
OPERATING ACCOUNT WIRES	902880	1/12/2024	INTERNAL REVENUE SERVICE	24-01826	ACH PAYROLL TAX W/E 01/06/24	\$	175,515.36	\$	-	\$	175,515.36
OPERATING ACCOUNT WIRES	902881	1/12/2024	PRUDENTIAL RETIREMENT	24-01828	PRUDENTIAL RETIREMENT 01/06/24	\$	193,144.18	\$	-	\$	193,144.18
OPERATING ACCOUNT WIRES	902882	1/12/2024	VOYA INSTITUTIONAL TRUST CO.	24-01825	457 CONTRIBUTION W/E 01/06/24	\$	9,076.53	\$	-	\$	9,076.53
GENERAL OPERATING ACCOUNT	229105	1/17/2024	ORLANDO SENTINEL	23-00326	LEGAL ADVERTISING	\$	2,072.68	\$	-	\$	2,072.68
GENERAL OPERATING ACCOUNT	229106	1/18/2024	ADVANCED ENVIRONMENTAL LAB	24-00148	Laboratory Services	\$	3,348.00	\$	-	\$	3,348.00
GENERAL OPERATING ACCOUNT	229106	1/18/2024	ADVANCED ENVIRONMENTAL LAB	24-00355	OnSite Laboratory Services	\$	436.00	\$	-	\$	436.00
GENERAL OPERATING ACCOUNT	229107	1/18/2024	ALLIED UNIVERSAL CORPORATION	24-00505	Sodium Hypochlorite	\$	7,296.57	\$	-	\$	7,296.57
GENERAL OPERATING ACCOUNT	229108	1/18/2024	ALL WORLD LIFT TRUCK CO LLC	24-01482	Fork lift hitch	\$	465.78	\$	-	\$	465.78
GENERAL OPERATING ACCOUNT	229109	1/18/2024	AMERICAN PUBLIC WORKS ASSN	24-01902	FL Chapter Dues Membership	\$	239.00	\$	-	\$	239.00
GENERAL OPERATING ACCOUNT	229111	1/18/2024	A.O.K. TIRE MART	24-00833	MISCELLANEOUS TIRE REPAIRS	\$	16,584.23	\$	-	\$	16,584.23
GENERAL OPERATING ACCOUNT	229112	1/18/2024	APOPKA FLORIST	24-00413	Blanket - Funeral Flowers FY24	\$	206.95	\$	-	\$	206.95

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GENERAL OPERATING ACCOUNT	229113	1/18/2024 ASPHALT PAVING SYSTEMS, INC	24-00838	Paving Project for FY23-24	\$	754,071.12	\$	-	\$	754,071.12
GENERAL OPERATING ACCOUNT	229114	1/18/2024 B&H PHOTO VIDEO	24-01823	City Hall Display Monitor	\$	1,030.43	\$	-	\$	1,030.43
GENERAL OPERATING ACCOUNT	229115	1/18/2024 BOUND TREE MEDICAL, LLC.	24-00903	Blanket PO - EMS Medications	\$	411.24	\$	-	\$	411.24
GENERAL OPERATING ACCOUNT	229116	1/18/2024 CDW GOVERNMENT LLC	24-01596	Security Awareness Training	\$	9,384.00	\$	-	\$	9,384.00
GENERAL OPERATING ACCOUNT	229116	1/18/2024 CDW GOVERNMENT LLC	24-01808	Network switch support renewal	\$	17,577.14	\$	-	\$	17,577.14
GENERAL OPERATING ACCOUNT	229117	1/18/2024 CENTRAL FLORIDA FIRE CHIEFS AS	24-01821	Membership Dues Renewal	\$	500.00	\$	-	\$	500.00
GENERAL OPERATING ACCOUNT	229118	1/18/2024 CENTURYLINK	24-01131	CenturyLink Phone Service	\$	924.85	\$	-	\$	924.85
GENERAL OPERATING ACCOUNT	229119	1/18/2024 CIVICPLUS, INC.	24-01822	New Amphitheater Website	\$	4,289.25	\$	-	\$	4,289.25
GENERAL OPERATING ACCOUNT	229119	1/18/2024 CIVICPLUS, INC.	24-01910	CivicPlus Website Hosting	\$	22,952.80	\$	-	\$	22,952.80
GENERAL OPERATING ACCOUNT	229120	1/18/2024 CREATIVE FINANCIAL STAFFING	24-01732	Finance Dept. Temp Staff	\$	1,134.00	\$	-	\$	1,134.00
GENERAL OPERATING ACCOUNT	229121	1/18/2024 EVERYTHINGBENEFITS	24-00289	Everything Benefits FY23-24	\$	5,909.34	\$	-	\$	5,909.34
GENERAL OPERATING ACCOUNT	229122	1/18/2024 FACC	24-00407	Annual Dues - Memberships	\$	125.00	\$	-	\$	125.00
GENERAL OPERATING ACCOUNT	229123	1/18/2024 FLORIDA COMBINED LIFE	24-00286	Open PO EE Pd Dental Ins FY24	\$	27,469.06	\$	-	\$	27,469.06
GENERAL OPERATING ACCOUNT	229124	1/18/2024 FLORIDA PPE SERVICES, LLC	24-00135	Bunker Gear cleaning & repair	\$	6,939.50	\$	-	\$	6,939.50
GENERAL OPERATING ACCOUNT	229125	1/18/2024 GRAINGER	24-00082	Inventory items blanket PO	\$	3,496.35	\$	-	\$	3,496.35
GENERAL OPERATING ACCOUNT	229125	1/18/2024 GRAINGER	24-00711	Repair Parts & Equipment	\$	115.57	\$	-	\$	115.57
GENERAL OPERATING ACCOUNT	229125	1/18/2024 GRAINGER	24-00712	Plant Maint Operating Supplies	\$	322.20	\$	-	\$	322.20
GENERAL OPERATING ACCOUNT	229125	1/18/2024 GRAINGER	24-00850	Parts and Small Equipment	\$	119.78	\$	-	\$	119.78
GENERAL OPERATING ACCOUNT	229126	1/18/2024 HAGAN HOLDING COMPANY	24-00765	REMOVED USED OIL & FILTERS	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	229127	1/18/2024 HECR RENTALS	24-00576	Equipment & Tool Rental	\$	514.00	\$	-	\$	514.00
GENERAL OPERATING ACCOUNT	229128	1/18/2024 HOWE, JOHN D.	24-01932	Reimbursement	\$	35.00	\$	-	\$	35.00
GENERAL OPERATING ACCOUNT	229129	1/18/2024 JANI- KING OF ORLANDO	24-00448	Janitorial services Citywide	\$	175.00	\$	-	\$	175.00
GENERAL OPERATING ACCOUNT	229130	1/18/2024 KINNEE, JESSICA	24-01898	Pavilion refund	\$	85.20	\$	-	\$	85.20
GENERAL OPERATING ACCOUNT	229131	1/18/2024 McMASTER, CAROL	24-01818	Training Conference- per diem	\$	240.00	\$	-	\$	240.00
GENERAL OPERATING ACCOUNT	229132	1/18/2024 MEGABYTE BBQ LLC	24-01714	rubs and sauces for BBQ event	\$	146.86	\$	-	\$	146.86
GENERAL OPERATING ACCOUNT	229133	1/18/2024 MUNICIPAL EQUIPMENT COMPANY	24-00140	Firefighter Bunker Boots	\$	419.25	\$	-	\$	419.25
GENERAL OPERATING ACCOUNT	229134	1/18/2024 MY HEALTH ONSITE	24-01899	December 2023 MHO Operations	\$	47,021.51	\$	-	\$	47,021.51
GENERAL OPERATING ACCOUNT	229135	1/18/2024 NATIONAL STORM RECOVERY, LLC	24-00841	Tree Work	\$	1,087.05	\$	-	\$	1,087.05
GENERAL OPERATING ACCOUNT	229136	1/18/2024 NORTH AMERICA FIRE EQUIPMENT C	24-00911	Blanket PO -Engine 4 Equipment	\$	565.80	\$	-	\$	565.80
GENERAL OPERATING ACCOUNT	229137	1/18/2024 OFFICE DEPOT, INC.	24-01783	office supplies	\$	360.76	\$	-	\$	360.76
GENERAL OPERATING ACCOUNT	229138	1/18/2024 OPG PLUS LLC	24-00725	spill remediation Blanket PO	\$	429.79	\$	-	\$	429.79
GENERAL OPERATING ACCOUNT	229139	1/18/2024 AMSOIL INC./ACCOUNTS RECEIVABL	24-00496	STOCK SYNTHETIC OILS	\$	9,822.89	\$	-	\$	9,822.89
GENERAL OPERATING ACCOUNT	229140	1/18/2024 SOUTHERN COMPUTER WAREHOUSE, I	24-01814	Printer for Station 5	\$	195.00	\$	-	\$	195.00
GENERAL OPERATING ACCOUNT	229141	1/18/2024 STAPLE, INC	24-00096	Office Supplies	\$	399.90	\$	-	\$	399.90
GENERAL OPERATING ACCOUNT	229142	1/18/2024 STRYKER SALES CORPORATION	24-01139	Blanket PO-Ambulance Equipment	\$	693.00	\$	-	\$	693.00
GENERAL OPERATING ACCOUNT	229143	1/18/2024 SUPERIOR HARDWARE PRODUCTS INC	24-01928	Door Hardware	\$	240.00	\$	-	\$	240.00
GENERAL OPERATING ACCOUNT	229144	1/18/2024 TAW ORLANDO SERVICE CENTER INC	24-00717	Pump & Motor Maint. Repairs	\$	4,917.80	\$	-	\$	4,917.80
GENERAL OPERATING ACCOUNT	229145	1/18/2024 TELEFLEX MEDICAL INC	24-01920	Medical Supplies	\$	3,000.00	\$	-	\$	3,000.00
GENERAL OPERATING ACCOUNT	229146	1/18/2024 The Osborn Engineering Company	24-01068	Live Fire Structure Evaluation	\$	3,236.00	\$	-	\$	3,236.00
GENERAL OPERATING ACCOUNT	229147	1/18/2024 THERMOTANE PROPANE	24-01033	Thermotane Propane	\$	735.08	\$	-	\$	735.08
GENERAL OPERATING ACCOUNT	229148	1/18/2024 USA BLUE BOOK	24-00791	Pressure Transmitters	\$	1,329.95	\$	-	\$	1,329.95
GENERAL OPERATING ACCOUNT	229149	1/18/2024 CF USSSA	24-01924	USSSA SB Team Registration	\$	150.00	\$	-	\$	150.00
GENERAL OPERATING ACCOUNT	229150	1/18/2024 VISION SERVICE PLAN - (IC)	24-00287	Open PO for EE PD Vision FY24	\$	4,975.49	\$	-	\$	4,975.49
GENERAL OPERATING ACCOUNT	229151	1/18/2024 YOURIDGUARD, INC.	24-00288	Open PO EE YOURIDGUARD FY24	\$	870.59	\$	-	\$	870.59
GENERAL OPERATING ACCOUNT	229152	1/18/2024 ZEP SALES & SERVICE	24-00081	Blanket PO - SOAP & DEODORIZER	\$	485.39	\$	-	\$	485.39
GENERAL OPERATING ACCOUNT	229153	1/18/2024 ZHA INCORPORATED	23-05359	Procurement Assitance Svcs.	\$	1,020.00	\$	-	\$	1,020.00
GENERAL OPERATING ACCOUNT	229154	1/18/2024 UNITED STATES TREASURY	24-01966	IRS LEVY PAYROLL W/E 01/13/24	\$	272.37	\$	-	\$	272.37
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00099	Blanket Sr Supply needs	\$	98.75	\$	-	\$	98.75
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00102	Blanket supplies/ events FCC	\$	169.94	\$	-	\$	169.94
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00143	NFL Flag football Uniforms	\$	13,800.00	\$	-	\$	13,800.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00170	Event/program supplies	\$	266.00	\$	-	\$	266.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00314	Station 6 Lease	\$	2,593.26	\$	-	\$	2,593.26
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00369	Blanket PO - Office Supplies	\$	60.82	\$	-	\$	60.82
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00445	Digital Subscription - J Hitt	\$	14.00	\$	-	\$	14.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00472	Amazon Open Purchase Order	\$	354.23	\$	-	\$	354.23
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00655	Annual Shop with a Cop	\$	18,837.48	\$	-	\$	18,837.48
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00714	UTILITY BILLING IVR PHONE PYMT	\$	1,146.38	\$	-	\$	1,146.38
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00857	Shop with a Cop - Velazquez	\$	800.00	\$	-	\$	800.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00886	Field Closed Signs	\$	470.00	\$	-	\$	470.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-00890	FY23 MEMBERSHIP RENEWAL	\$	290.00	\$	-	\$	290.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01058	Station Nightstands	\$	(275.34)	\$	-	\$	(275.34)
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01059	Logitech C920e HD 1080P Webcam	\$	139.98	\$	-	\$	139.98
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01088	Recruiting Event- Govsource	\$	1,000.00	\$	-	\$	1,000.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01091	Office Desk	\$	170.99	\$	-	\$	170.99

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OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01098	HBCU Career Symposium	\$	350.00	\$	-	\$	350.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01111	Duty Phone Cases PIO Chief	\$	25.74	\$	-	\$	25.74
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01114	Vacuum & Filters for Comm Ctr.	\$	86.96	\$	-	\$	86.96
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01116	FLGISA Membership Dues	\$	300.00	\$	-	\$	300.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01166	Winter Camp- Science Center	\$	405.00	\$	-	\$	405.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01167	Winter Camp- Wonderworks	\$	290.00	\$	-	\$	290.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01169	Traffic Pamphlet Holder	\$	216.92	\$	-	\$	216.92
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01203	Domain Registration Renewals	\$	53.98	\$	-	\$	53.98
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01210	Fuel- return from event	\$	21.00	\$	-	\$	21.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01211	Winter Camp Trip- Ice Den	\$	331.50	\$	-	\$	331.50
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01214	Candy for Christmas Luncheon	\$	134.90	\$	-	\$	134.90
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01232	Admin bldg - cash supplies	\$	22.95	\$	-	\$	22.95
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01245	Desk Clamp Power Strip	\$	39.98	\$	-	\$	39.98
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01246	FWRC Seminar attendance - DB	\$	525.00	\$	-	\$	525.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01256	Reliant Recruiting Event	\$	399.00	\$	-	\$	399.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01284	Magnetic File Holder	\$	71.98	\$	-	\$	71.98
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01286	SYNOVUS- SHRM & GOSHRM Dual	\$	882.00	\$	-	\$	882.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01290	A.Burke administrative trng	\$	268.00	\$	-	\$	268.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01298	Computer Monitor Stand	\$	45.99	\$	-	\$	45.99
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01396	Devanie SWAT Team Leader	\$	779.00	\$	-	\$	779.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01401	Pitman Bike Mechanic Class	\$	950.00	\$	-	\$	950.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01402	Crutcher Force Science Course	\$	1,399.00	\$	-	\$	1,399.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01414	Ubiquiti Cameras	\$	974.98	\$	-	\$	974.98
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01418	Car Rental	\$	316.01	\$	-	\$	316.01
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01419	Southwest Flights	\$	805.60	\$	-	\$	805.60
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01422	Conference Registration	\$	3,025.00	\$	-	\$	3,025.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01430	Office Supplies	\$	207.92	\$	-	\$	207.92
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01432	Athletic supplies	\$	458.98	\$	-	\$	458.98
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01435	Office Furniture	\$	329.98	\$	-	\$	329.98
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01437	2024 FRPA Memberships	\$	320.00	\$	-	\$	320.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01474	SHRM Membership for Jackie	\$	244.00	\$	-	\$	244.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01475	Notary Certification: Jackie	\$	137.95	\$	-	\$	137.95
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01481	Promotional Process Books	\$	638.52	\$	-	\$	638.52
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01484	FBA Membership	\$	150.00	\$	-	\$	150.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01485	Admin IT supplies - M.Saylor	\$	98.70	\$	-	\$	98.70
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01487	Apple Pencil for Joe	\$	89.00	\$	-	\$	89.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01488	PS Plotter Repair	\$	336.95	\$	-	\$	336.95
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01510	SHRM Exam Prep: Jackie&Zandra	\$	2,598.00	\$	-	\$	2,598.00
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01524	Canva Pro Subscription Renewal	\$	238.80	\$	-	\$	238.80
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01594	Adhesive vinyl for FS#4	\$	139.98	\$	-	\$	139.98
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01613	Computer Monitor Stand	\$	48.99	\$	-	\$	48.99
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01634	Traffic Pamphlet Holder	\$	346.62	\$	-	\$	346.62
OPERATING ACCOUNT WIRES	902896	1/18/2024 SYNOVUS BANK	24-01700	Online Form Creation Renewal	\$	390.00	\$	-	\$	390.00
SYNOVUS BANK E-PAYMENTS	304291	1/18/2024 AIRGAS USA, LLC	24-01459	Oxygen & Cylinder Rental	\$	444.82	\$	-	\$	444.82
SYNOVUS BANK E-PAYMENTS	304292	1/18/2024 ALTERNATIVE POWER SOLUTIONS, I	24-00686	Generator PMs	\$	125.00	\$	-	\$	125.00
SYNOVUS BANK E-PAYMENTS	304293	1/18/2024 APOPKA CHIEF, THE	24-00481	Legal Advertising	\$	170.75	\$	-	\$	170.75
SYNOVUS BANK E-PAYMENTS	304294	1/18/2024 APOPKA ACE HARDWARE & LUMBER I	24-00343	Repair & Maintenance Supplies	\$	117.14	\$	-	\$	117.14
SYNOVUS BANK E-PAYMENTS	304294	1/18/2024 APOPKA ACE HARDWARE & LUMBER I	24-00362	Repairs to Facilities	\$	12.73	\$	-	\$	12.73
SYNOVUS BANK E-PAYMENTS	304295	1/18/2024 CORE & MAIN LP	24-00098	Inventory items	\$	6,278.56	\$	-	\$	6,278.56
SYNOVUS BANK E-PAYMENTS	304297	1/18/2024 GALLS, PARENT HOLDINGS, LLC	24-01254	Firefighter Uniforms	\$	1,371.90	\$	-	\$	1,371.90
SYNOVUS BANK E-PAYMENTS	304298	1/18/2024 MERCER PEST CONTROL, INC.	24-00452	Pest Control for Facilities	\$	3,565.88	\$	-	\$	3,565.88
SYNOVUS BANK E-PAYMENTS	304299	1/18/2024 ORLANDO FREIGHTLINER, INC.	24-00456	MISC FREIGHTLINER TRUCK PARTS	\$	185.69	\$	-	\$	185.69
SYNOVUS BANK E-PAYMENTS	304300	1/18/2024 SAFETY PRODUCTS INC	24-00075	Inventory items Blanket PO	\$	288.90	\$	-	\$	288.90
SYNOVUS BANK E-PAYMENTS	304301	1/18/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01193	Recreation Copy Machine Maint	\$	26.00	\$	-	\$	26.00
SYNOVUS BANK E-PAYMENTS	304302	1/18/2024 TRAIL SAW & MOWER SERVICE, INC	24-01513	2 Replacement Mowers	\$	21,424.00	\$	-	\$	21,424.00
GENERAL OPERATING ACCOUNT	229155	1/19/2024 BELTRAN, CASSANDRA	24-01969	UTILITY REFUND	\$	91.12	\$	-	\$	91.12
GENERAL OPERATING ACCOUNT	229156	1/19/2024 WILLIAMS, GARFIELD	24-01984	UTILITY REFUND	\$	35.00	\$	-	\$	35.00
GENERAL OPERATING ACCOUNT	229157	1/19/2024 TORRES, MARITHA	24-01960	UTILITY REFUND	\$	170.00	\$	-	\$	170.00
GENERAL OPERATING ACCOUNT	229158	1/19/2024 K HOVNANIAN	24-01953	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229159	1/19/2024 K HOVNANIAN	24-01954	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229160	1/19/2024 K HOVNANIAN	24-01955	UTILITY REFUND	\$	97.02	\$	-	\$	97.02
GENERAL OPERATING ACCOUNT	229161	1/19/2024 HGR CONSTRUCTION INC	24-01956	UTILITY REFUND	\$	267.24	\$	-	\$	267.24
GENERAL OPERATING ACCOUNT	229162	1/19/2024 SIGNPOST INC	24-01957	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	229163	1/19/2024 WARREN, TIFFANY	24-01958	UTILITY REFUND	\$	42.83	\$	-	\$	42.83

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GENERAL OPERATING ACCOUNT	229164	1/19/2024	PROGRESS RESIDENTIAL EXCHANGE	24-01959	UTILITY REFUND	\$	170.00	\$	-	\$	170.00
GENERAL OPERATING ACCOUNT	229165	1/19/2024	JEAN, ESDRAS	24-01968	UTILITY REFUND	\$	170.00	\$	-	\$	170.00
GENERAL OPERATING ACCOUNT	229166	1/19/2024	ODOM, KATERIUS	24-01970	UTILITY REFUND	\$	20.00	\$	-	\$	20.00
GENERAL OPERATING ACCOUNT	229167	1/19/2024	EDGE, ALEXUS	24-01971	UTILITY REFUND	\$	61.92	\$	-	\$	61.92
GENERAL OPERATING ACCOUNT	229168	1/19/2024	RYAN HOMES	24-01972	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229169	1/19/2024	RYAN HOMES	24-01973	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229170	1/19/2024	RYAN HOMES	24-01974	UTILITY REFUND	\$	100.62	\$	-	\$	100.62
GENERAL OPERATING ACCOUNT	229171	1/19/2024	RYAN HOMES	24-01975	UTILITY REFUND	\$	54.99	\$	-	\$	54.99
GENERAL OPERATING ACCOUNT	229172	1/19/2024	RYAN HOMES	24-01976	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229173	1/19/2024	RYAN HOMES	24-01977	UTILITY REFUND	\$	279.83	\$	-	\$	279.83
GENERAL OPERATING ACCOUNT	229174	1/19/2024	MEDLIN, SOPHIE	24-01978	UTILITY REFUND	\$	13.68	\$	-	\$	13.68
GENERAL OPERATING ACCOUNT	229175	1/19/2024	OPENDOOR LABS INC	24-01980	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	229176	1/19/2024	PULTE HOMES	24-01981	UTILITY REFUND	\$	95.75	\$	-	\$	95.75
GENERAL OPERATING ACCOUNT	229177	1/19/2024	PULTE HOMES	24-01982	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229178	1/19/2024	PULTE HOMES	24-01983	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229179	1/19/2024	GENEYRO, NUBIA	24-01985	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229180	1/19/2024	KB HOMES ORLANDO	24-01987	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229181	1/19/2024	KB HOMES ORLANDO	24-01988	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229182	1/19/2024	KB HOMES	24-01989	UTILITY REFUND	\$	97.32	\$	-	\$	97.32
GENERAL OPERATING ACCOUNT	229183	1/19/2024	BROTHERS, TOLL	24-01990	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229184	1/19/2024	HANOVER FAMILY BUILDERS	24-01991	UTILITY REFUND	\$	215.00	\$	-	\$	215.00
GENERAL OPERATING ACCOUNT	229185	1/19/2024	HANOVER FAMILY BUILDERS	24-01992	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	229186	1/19/2024	HANOVER FAMILY BUILDERS	24-01993	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	229187	1/19/2024	HANOVER FAMILY BUILDERS	24-01994	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	229188	1/19/2024	HANOVER FAMILY BUILDERS	24-01995	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	229189	1/19/2024	HANOVER FAMILY BUILDERS	24-01996	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	229190	1/19/2024	LENNAR HOMES	24-01997	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229191	1/19/2024	LENNAR HOMES	24-01998	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229192	1/19/2024	LENNAR HOMES	24-01999	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229193	1/19/2024	LENNAR HOMES	24-02000	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229194	1/19/2024	DR HORTON	24-02001	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	229195	1/19/2024	DR HORTON	24-02002	UTILITY REFUND	\$	190.00	\$	-	\$	190.00
GENERAL OPERATING ACCOUNT	229196	1/19/2024	RYAN HOMES	24-02003	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229197	1/19/2024	RYAN HOMES	24-02004	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229198	1/19/2024	RYAN HOMES	24-02005	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229199	1/19/2024	RYAN HOMES	24-02006	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229200	1/19/2024	RYAN HOMES	24-02007	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229201	1/19/2024	DR HORTON	24-02008	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229202	1/19/2024	HASTINGS, SIERRA	24-02009	UTILITY REFUND	\$	20.54	\$	-	\$	20.54
GENERAL OPERATING ACCOUNT	229203	1/19/2024	D R HORTON	24-02010	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229204	1/19/2024	PULTE HOMES	24-02011	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229205	1/19/2024	PULTE HOMES	24-02012	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229206	1/19/2024	DR HORTON	24-02013	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229207	1/19/2024	RYAN HOMES	24-02014	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229208	1/19/2024	DR HORTON	24-02015	UTILITY REFUND	\$	215.00	\$	-	\$	215.00
GENERAL OPERATING ACCOUNT	229209	1/19/2024	RYAN HOMES	24-02016	UTILITY REFUND	\$	240.00	\$	-	\$	240.00
GENERAL OPERATING ACCOUNT	229210	1/19/2024	RYAN HOMES	24-02017	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229211	1/19/2024	RYAN HOMES	24-02018	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229212	1/19/2024	RYAN HOMES	24-02019	UTILITY REFUND	\$	120.00	\$	-	\$	120.00
GENERAL OPERATING ACCOUNT	229213	1/19/2024	TAYLOR MORRISON	24-02027	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229214	1/19/2024	TAYLOR MORRISON	24-02028	UTILITY REFUND	\$	320.39	\$	-	\$	320.39
GENERAL OPERATING ACCOUNT	229215	1/19/2024	TAYLOR MORRISON	24-02029	UTILITY REFUND	\$	101.82	\$	-	\$	101.82
GENERAL OPERATING ACCOUNT	229216	1/19/2024	TAYLOR MORRISON	24-02030	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229217	1/19/2024	TAYLOR MORRISON	24-02031	UTILITY REFUND	\$	101.89	\$	-	\$	101.89
GENERAL OPERATING ACCOUNT	229218	1/19/2024	TAYLOR MORRISON	24-02032	UTILITY REFUND	\$	250.78	\$	-	\$	250.78
GENERAL OPERATING ACCOUNT	229219	1/19/2024	TAYLOR MORRISON	24-02033	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229220	1/19/2024	TAYLOR MORRISON	24-02034	UTILITY REFUND	\$	101.83	\$	-	\$	101.83
GENERAL OPERATING ACCOUNT	229221	1/19/2024	JAMES, MARY	24-02035	UTILITY REFUND	\$	32.49	\$	-	\$	32.49
GENERAL OPERATING ACCOUNT	229222	1/19/2024	QUALLS, LORI	24-02036	UTILITY REFUND	\$	115.64	\$	-	\$	115.64
GENERAL OPERATING ACCOUNT	229223	1/19/2024	EXCALIBUR HOMES	24-02037	UTILITY REFUND	\$	128.47	\$	-	\$	128.47
OPERATING ACCOUNT WIRES	902868	1/19/2024	EXPERTPAY	24-01963	CHILD SUPPORT W/E 01/13/24	\$	2,163.92	\$	-	\$	2,163.92
OPERATING ACCOUNT WIRES	902869	1/19/2024	INTERNAL REVENUE SERVICE	24-01965	ACH PAYROLL TAX W/E 01/13/24	\$	179,845.62	\$	-	\$	179,845.62
OPERATING ACCOUNT WIRES	902870	1/19/2024	PRUDENTIAL RETIREMENT	24-01967	PRUDENTIAL RETIREMENT 01/13/24	\$	197,577.15	\$	-	\$	197,577.15
OPERATING ACCOUNT WIRES	902871	1/19/2024	VOYA INSTITUTIONAL TRUST CO.	24-01964	457 CONTRIBUTION W/E 01/13/24	\$	9,072.95	\$	-	\$	9,072.95

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OPERATING ACCOUNT WIRES	902838	1/22/2024	FLORIDA DEPARTMENT OF REVENUE	24-02053	DECEMBER 2023 SALES TAX PMT	\$	3,221.29	\$	-	\$	3,221.29
GENERAL OPERATING ACCOUNT	229224	1/23/2024	PROVIDENCE CONSTRUCTION & DEVE	22-05962	Apopka WRF Borrow Pit	\$	-	\$	-	\$	-
OPERATING ACCOUNT WIRES	902833	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00069	General Operating Supplies	\$	302.73	\$	-	\$	302.73
OPERATING ACCOUNT WIRES	902833	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00088	Repair needs for Division	\$	2,670.06	\$	-	\$	2,670.06
OPERATING ACCOUNT WIRES	902833	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00150	Non inventory supplies	\$	498.70	\$	-	\$	498.70
OPERATING ACCOUNT WIRES	902833	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00374	Blanket PO -Operating Supplies	\$	417.09	\$	-	\$	417.09
OPERATING ACCOUNT WIRES	902833	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00621	Plant Maint Operating Supplies	\$	221.09	\$	-	\$	221.09
OPERATING ACCOUNT WIRES	902833	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00630	Home Depot Blanket	\$	56.15	\$	-	\$	56.15
OPERATING ACCOUNT WIRES	902833	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00722	Blanket PO for Supplies	\$	355.98	\$	-	\$	355.98
OPERATING ACCOUNT WIRES	902837	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00069	General Operating Supplies	\$	439.30	\$	-	\$	439.30
OPERATING ACCOUNT WIRES	902837	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00088	Repair needs for Division	\$	5,415.50	\$	-	\$	5,415.50
OPERATING ACCOUNT WIRES	902837	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00150	Non inventory supplies	\$	996.38	\$	-	\$	996.38
OPERATING ACCOUNT WIRES	902837	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00374	Blanket PO -Operating Supplies	\$	755.64	\$	-	\$	755.64
OPERATING ACCOUNT WIRES	902837	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00621	Plant Maint Operating Supplies	\$	50.05	\$	-	\$	50.05
OPERATING ACCOUNT WIRES	902837	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00630	Home Depot Blanket	\$	299.00	\$	-	\$	299.00
OPERATING ACCOUNT WIRES	902837	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00636	Repairs for claimed damages.	\$	59.70	\$	-	\$	59.70
OPERATING ACCOUNT WIRES	902837	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00647	Misc Operating Supplies	\$	99.91	\$	-	\$	99.91
OPERATING ACCOUNT WIRES	902837	1/23/2024	HOME DEPOT CREDIT SERVICES	24-00722	Blanket PO for Supplies	\$	47.64	\$	-	\$	47.64
OPERATING ACCOUNT WIRES	902840	1/23/2024	LOWE'S BUSINESS ACCOUNT	23-05532	Hanstein tool box	\$	85.48	\$	-	\$	85.48
GENERAL OPERATING ACCOUNT	229225	1/25/2024	AIR CENTERS OF FLORIDA INC.	24-01909	Troubleshoot Service Calls	\$	1,411.00	\$	-	\$	1,411.00
GENERAL OPERATING ACCOUNT	229226	1/25/2024	ALLIED UNIVERSAL CORPORATION	24-00504	Bleach for Water Treatment	\$	10,044.45	\$	-	\$	10,044.45
GENERAL OPERATING ACCOUNT	229226	1/25/2024	ALLIED UNIVERSAL CORPORATION	24-00505	Sodium Hypochlorite	\$	7,418.97	\$	-	\$	7,418.97
GENERAL OPERATING ACCOUNT	229227	1/25/2024	ALYSA CLEANERS	24-01142	Uniform Alterations	\$	19.50	\$	-	\$	19.50
GENERAL OPERATING ACCOUNT	229228	1/25/2024	AMERICA'S OFFICE SOURCE	24-00683	Utility Warehouse Maintenance	\$	3,095.55	\$	-	\$	3,095.55
GENERAL OPERATING ACCOUNT	229229	1/25/2024	ANDREWS FILTER & SUPPLY CORP.	24-01638	Air Conditioner Filters	\$	1,135.70	\$	-	\$	1,135.70
GENERAL OPERATING ACCOUNT	229230	1/25/2024	APOPKA BOTTLE & R.V.GAS CENTER	24-00086	Blanket PO for Propane	\$	95.72	\$	-	\$	95.72
GENERAL OPERATING ACCOUNT	229231	1/25/2024	AQUATIC INFORMATICS, INC	24-01400	LinkoFOG Subscription	\$	3,514.00	\$	-	\$	3,514.00
GENERAL OPERATING ACCOUNT	229232	1/25/2024	ATLAS CONCRETE SERVICES, LLC	24-01649	Concrete cutting Finance door	\$	2,150.00	\$	-	\$	2,150.00
GENERAL OPERATING ACCOUNT	229233	1/25/2024	AVANTI COMPANY, THE	23-05735	Water Plant Flowmeters	\$	44,981.00	\$	-	\$	44,981.00
GENERAL OPERATING ACCOUNT	229234	1/25/2024	BAKER, JOSHUA	24-01940	Class Reimbursement	\$	230.81	\$	-	\$	230.81
GENERAL OPERATING ACCOUNT	229235	1/25/2024	BLUE JAY ACADEMY 4 KIDS, LLC	24-01941	CRA App #2023-22 FRAP	\$	5,000.00	\$	-	\$	5,000.00
GENERAL OPERATING ACCOUNT	229236	1/25/2024	BROWN, JASON	24-01904	Milage Reimbursement	\$	12.58	\$	-	\$	12.58
GENERAL OPERATING ACCOUNT	229237	1/25/2024	CENTURYLINK COMMUNICATIONS LLC	24-01130	Camp Wewa Internet Circuit	\$	180.18	\$	-	\$	180.18
GENERAL OPERATING ACCOUNT	229238	1/25/2024	CHARTER COMMUNICATIONS HOLDING	24-01387	Cable TV Services	\$	212.09	\$	-	\$	212.09
GENERAL OPERATING ACCOUNT	229239	1/25/2024	CHINCHOR ELECTRIC, INC	22-06222	US 441/Errol Signal Constr	\$	20,044.76	\$	-	\$	20,044.76
GENERAL OPERATING ACCOUNT	229240	1/25/2024	ENCO UTILITY SERVICES FLORIDA	24-01428	UTILITY BILL. PRINT & POSTAGE	\$	5,320.10	\$	-	\$	5,320.10
GENERAL OPERATING ACCOUNT	229241	1/25/2024	ESO SOLUTIONS, INC.	24-02068	FD Reporting Software Renewal	\$	38,531.76	\$	-	\$	38,531.76
GENERAL OPERATING ACCOUNT	229242	1/25/2024	EVOQUA WATER TECHNOLOGIES LLC	24-00698	Chemical for Ordor Control	\$	5,735.74	\$	-	\$	5,735.74
GENERAL OPERATING ACCOUNT	229243	1/25/2024	FBI NATIONAL ACADEMY ASSOC	24-01943	FBINAAA Membership Dues	\$	260.00	\$	-	\$	260.00
GENERAL OPERATING ACCOUNT	229244	1/25/2024	FEDERAL EASTERN INTERNATIONAL	24-01733	Training items for simunitions	\$	853.30	\$	-	\$	853.30
GENERAL OPERATING ACCOUNT	229245	1/25/2024	First Capitol Consulting	24-01946	2024 ACA Compliance&Reporting	\$	7,578.00	\$	-	\$	7,578.00
GENERAL OPERATING ACCOUNT	229246	1/25/2024	FISHER & PHILLIPS LLP	24-00395	LABOR ATTORNEY FEES 2023-24	\$	274.50	\$	-	\$	274.50
GENERAL OPERATING ACCOUNT	229247	1/25/2024	FLASH-RITE, INC.	24-00656	Blanket for division use	\$	1,682.00	\$	-	\$	1,682.00
GENERAL OPERATING ACCOUNT	229248	1/25/2024	FL LOCAL GOVT INFORMATION SYST	24-01253	FLGISA Winter Symposium	\$	750.00	\$	-	\$	750.00
GENERAL OPERATING ACCOUNT	229248	1/25/2024	FL LOCAL GOVT INFORMATION SYST	24-01656	FLGISA Winter Symposium	\$	500.00	\$	-	\$	500.00
GENERAL OPERATING ACCOUNT	229249	1/25/2024	FLORIDA PPE SERVICES, LLC	24-00135	Bunker Gear cleaning & repair	\$	3,158.00	\$	-	\$	3,158.00
GENERAL OPERATING ACCOUNT	229250	1/25/2024	FORTILINE, INC	24-00781	Purchase Backflow Preventers	\$	47,783.10	\$	-	\$	47,783.10
GENERAL OPERATING ACCOUNT	229250	1/25/2024	FORTILINE, INC	24-02020	INVENTORY ITEMS	\$	31,066.90	\$	-	\$	31,066.90
GENERAL OPERATING ACCOUNT	229251	1/25/2024	FRED FOX ENTERPRISES, INC.	22-02225	Fred Fox-CDBG Services-Blanket	\$	4,455.00	\$	-	\$	4,455.00
GENERAL OPERATING ACCOUNT	229252	1/25/2024	GENERAL UTILITIES CORPORATION	24-01030	General Utilities- Wewa	\$	1,065.00	\$	-	\$	1,065.00
GENERAL OPERATING ACCOUNT	229253	1/25/2024	GOLDSMITH, ANTHONY	24-01926	Milage Reimbursement	\$	25.33	\$	-	\$	25.33
GENERAL OPERATING ACCOUNT	229253	1/25/2024	GOLDSMITH, ANTHONY	24-02021	FDEP Wastewater Exam	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229254	1/25/2024	GRAINGER	24-00082	Inventory items blanket PO	\$	3,838.50	\$	-	\$	3,838.50
GENERAL OPERATING ACCOUNT	229255	1/25/2024	GRAYBAR	24-00779	Electrical Supplies	\$	725.07	\$	-	\$	725.07
GENERAL OPERATING ACCOUNT	229255	1/25/2024	GRAYBAR	24-01477	VFD Harmonic Filter	\$	6,632.53	\$	-	\$	6,632.53
GENERAL OPERATING ACCOUNT	229256	1/25/2024	HERC RENTALS	24-00745	Blanket for Equipment Rental	\$	362.00	\$	-	\$	362.00
GENERAL OPERATING ACCOUNT	229257	1/25/2024	JACK HENRY & ASSOCIATES	24-01483	REMIT PLUS CHECK PROCESSING	\$	227.70	\$	-	\$	227.70
GENERAL OPERATING ACCOUNT	229258	1/25/2024	KIMLEY-HORN & ASSOCIATES INC	23-05369	Golden Gem Road Design	\$	68,575.82	\$	-	\$	68,575.82
GENERAL OPERATING ACCOUNT	229259	1/25/2024	KONICA MINOLTA BUSINESS	24-00578	Finance Copy Machine Maintenanc	\$	127.90	\$	-	\$	127.90
GENERAL OPERATING ACCOUNT	229259	1/25/2024	KONICA MINOLTA BUSINESS	24-01135	Dispatch Copy Machine Maint	\$	86.96	\$	-	\$	86.96
GENERAL OPERATING ACCOUNT	229260	1/25/2024	LOPEZ, RACQUEL	24-01939	Training Reimbursement	\$	150.00	\$	-	\$	150.00
GENERAL OPERATING ACCOUNT	229261	1/25/2024	MERAKEI, LLC	24-01099	Digital Evidence Cabinet	\$	5,232.00	\$	-	\$	5,232.00
GENERAL OPERATING ACCOUNT	229262	1/25/2024	MID FLORIDA MATERIALS	24-00742	Materials and Roll offs	\$	460.00	\$	-	\$	460.00
GENERAL OPERATING ACCOUNT	229263	1/25/2024	MILLER-CARTY, LILEITH	24-01907	Incentive Rebate Program	\$	270.00	\$	-	\$	270.00

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GENERAL OPERATING ACCOUNT	229264	1/25/2024 MORRIS, CANDI	24-01945	Deposit Refund C.Morris	\$	500.00	\$	-	\$	500.00	
GENERAL OPERATING ACCOUNT	229265	1/25/2024 MOTOROLA SOLUTIONS, INC.	23-05773	Radios needed for Dept.	\$	362.03	\$	-	\$	362.03	
GENERAL OPERATING ACCOUNT	229266	1/25/2024 MTS SAFETY PRODUCTS, INC.	24-01147	Crossing Guard Gear	\$	271.82	\$	-	\$	271.82	
GENERAL OPERATING ACCOUNT	229267	1/25/2024 MUNICIPAL EMERGENCY SERVICES	24-01073	Duty Uniforms	\$	274.14	\$	-	\$	274.14	
GENERAL OPERATING ACCOUNT	229268	1/25/2024 NELSON, BRYAN	24-01782	reimb Mayor/cemetery cleaning	\$	237.27	\$	-	\$	237.27	
GENERAL OPERATING ACCOUNT	229269	1/25/2024 NEWKIRK ENGINEERING INC	23-05488	Binion Road Trail	\$	24,250.00	\$	-	\$	24,250.00	
GENERAL OPERATING ACCOUNT	229270	1/25/2024 OCU - SOLID WASTE DIVISION	24-00643	Garbage Tipping Fees	\$	110,615.29	\$	-	\$	110,615.29	
GENERAL OPERATING ACCOUNT	229271	1/25/2024 ODP BUSINESS SOLUTIONS, LLC	24-00570	Support Svcs. Office Supplies	\$	118.15	\$	-	\$	118.15	
GENERAL OPERATING ACCOUNT	229271	1/25/2024 ODP BUSINESS SOLUTIONS, LLC	24-00624	Office supplies for department	\$	69.94	\$	-	\$	69.94	
GENERAL OPERATING ACCOUNT	229271	1/25/2024 ODP BUSINESS SOLUTIONS, LLC	24-00716	OFFICE SUPPLIES - UB	\$	191.51	\$	-	\$	191.51	
GENERAL OPERATING ACCOUNT	229272	1/25/2024 ORANGE COUNTY UTILITIES	24-00719	RW Augmentation Acc#7266041755	\$	3,278.26	\$	-	\$	3,278.26	
GENERAL OPERATING ACCOUNT	229273	1/25/2024 PEOPLE READY, INC	24-01494	Temp Labor	\$	16,162.60	\$	16,162.60	\$	-	Data Entry-Inc Amt
GENERAL OPERATING ACCOUNT	229274	1/25/2024 POSITIVE PROMOTIONS, INC.	24-01633	community event items	\$	2,528.01	\$	-	\$	2,528.01	
GENERAL OPERATING ACCOUNT	229275	1/25/2024 PREMIERE JANITORIAL SUPPLY	24-00076	Inventory items blanket PO	\$	288.70	\$	-	\$	288.70	
GENERAL OPERATING ACCOUNT	229276	1/25/2024 PREMIER LAWN MAINTENANCE	24-01235	Right of Way mowing contract	\$	21,798.60	\$	-	\$	21,798.60	
GENERAL OPERATING ACCOUNT	229276	1/25/2024 PREMIER LAWN MAINTENANCE	24-01236	Grounds Maintenance	\$	470.00	\$	-	\$	470.00	
GENERAL OPERATING ACCOUNT	229277	1/25/2024 PUBLIX SUPER MARKETS, INC.	24-00403	Blanket PO - PR Events	\$	85.02	\$	-	\$	85.02	
GENERAL OPERATING ACCOUNT	229278	1/25/2024 RAFTELIS	23-05177	Municipal Impact Fee Study	\$	3,085.50	\$	-	\$	3,085.50	
GENERAL OPERATING ACCOUNT	229279	1/25/2024 RIVERA, Yael	24-01927	Mileage Reimbursement	\$	4.82	\$	-	\$	4.82	
GENERAL OPERATING ACCOUNT	229281	1/25/2024 SCOTT RANDOLPH, TAX COLLECTOR	24-02041	2023 ANNUAL PROPERTY TAX FEES	\$	8,774.24	\$	-	\$	8,774.24	
GENERAL OPERATING ACCOUNT	229282	1/25/2024 SHI INTERNATIONAL CORP.	24-01930	MaaS360 Licenses	\$	2,719.20	\$	-	\$	2,719.20	
GENERAL OPERATING ACCOUNT	229283	1/25/2024 STAGE DOOR II, INC.	24-00727	Emergency Stormwater Repair	\$	51,798.00	\$	-	\$	51,798.00	
GENERAL OPERATING ACCOUNT	229284	1/25/2024 STAPLES CONTRACT & COMMERCIAL	24-00336	Operating & Office Supplies	\$	378.39	\$	-	\$	378.39	
GENERAL OPERATING ACCOUNT	229285	1/25/2024 STATON, CHRIS	24-01908	Incentive Rebate Program	\$	100.00	\$	-	\$	100.00	
GENERAL OPERATING ACCOUNT	229286	1/25/2024 STRAIGHT UP FENCE INC	24-01522	Replace Fence	\$	1,300.00	\$	-	\$	1,300.00	
GENERAL OPERATING ACCOUNT	229287	1/25/2024 STRICKLAND, ANTONIO	24-01925	Mileage Reimbursement	\$	1.88	\$	-	\$	1.88	
GENERAL OPERATING ACCOUNT	229288	1/25/2024 SUNDAY COOL, LLC	24-01807	BBQ tshirts aprons and towels	\$	441.30	\$	-	\$	441.30	
GENERAL OPERATING ACCOUNT	229289	1/25/2024 THE GROSSHANS GROUP, LLC	23-04699	Engagement Serv-Jacob Schumer	\$	6,184.50	\$	-	\$	6,184.50	
GENERAL OPERATING ACCOUNT	229290	1/25/2024 TRIPLE CROWN CONSTRUCTION, LLC	23-05931	AWP Expansion (parking/trail)	\$	35,040.75	\$	-	\$	35,040.75	
GENERAL OPERATING ACCOUNT	229291	1/25/2024 ULINE INC	24-00871	Janitorial Supplies	\$	294.46	\$	-	\$	294.46	
GENERAL OPERATING ACCOUNT	229292	1/25/2024 USA BLUE BOOK	24-00077	Inventory items blanket PO	\$	380.16	\$	-	\$	380.16	
GENERAL OPERATING ACCOUNT	229293	1/25/2024 VANSON PROPERTY GROUP, LLC	24-02046	CRA Application #2023-19 FRAP	\$	27,642.00	\$	-	\$	27,642.00	
GENERAL OPERATING ACCOUNT	229294	1/25/2024 VERIZON WIRELESS	24-00908	Verizon Cellular Service	\$	213.61	\$	-	\$	213.61	
SYNOVUS BANK E-PAYMENTS	304303	1/25/2024 ALTERNATIVE POWER SOLUTIONS, I	24-00686	Generator PMs	\$	90.00	\$	-	\$	90.00	
SYNOVUS BANK E-PAYMENTS	304304	1/25/2024 GHX INDUSTRIAL, LLC	24-00746	Hoses and Fittings	\$	450.05	\$	-	\$	450.05	
SYNOVUS BANK E-PAYMENTS	304305	1/25/2024 APOPKA CHIEF, THE	24-01086	Blanket PO - Legal Ads	\$	1,246.00	\$	-	\$	1,246.00	
SYNOVUS BANK E-PAYMENTS	304306	1/25/2024 APOPKA ACE HARDWARE & LUMBER I	24-00343	Repair & Maintenance Supplies	\$	160.73	\$	-	\$	160.73	
SYNOVUS BANK E-PAYMENTS	304306	1/25/2024 APOPKA ACE HARDWARE & LUMBER I	24-00362	Repairs to Facilities	\$	14.51	\$	-	\$	14.51	
SYNOVUS BANK E-PAYMENTS	304307	1/25/2024 BCI TECHNOLOGIES	23-05782	Lift Station RTU Materials	\$	15,914.90	\$	-	\$	15,914.90	
SYNOVUS BANK E-PAYMENTS	304308	1/25/2024 CORE & MAIN LP	24-00098	Inventory items	\$	25,263.69	\$	-	\$	25,263.69	
SYNOVUS BANK E-PAYMENTS	304309	1/25/2024 CROWN SHREDDING, LLC	24-00386	Shredding Services	\$	190.30	\$	-	\$	190.30	
SYNOVUS BANK E-PAYMENTS	304310	1/25/2024 DANA SAFETY SUPPLY, INC.	23-05823	Addition of flashlights	\$	683.95	\$	-	\$	683.95	
SYNOVUS BANK E-PAYMENTS	304311	1/25/2024 FAST SIGNS	24-01665	Cabinet door for sharps boxes	\$	69.00	\$	-	\$	69.00	
SYNOVUS BANK E-PAYMENTS	304311	1/25/2024 FAST SIGNS	24-01809	banner for bbq contest	\$	106.20	\$	-	\$	106.20	
SYNOVUS BANK E-PAYMENTS	304311	1/25/2024 FAST SIGNS	24-01934	Signage	\$	2,805.53	\$	-	\$	2,805.53	
SYNOVUS BANK E-PAYMENTS	304311	1/25/2024 FAST SIGNS	24-01962	Wayfinding Signs	\$	37,307.14	\$	-	\$	37,307.14	
SYNOVUS BANK E-PAYMENTS	304315	1/25/2024 GALLS, PARENT HOLDINGS, LLC	24-01254	Firefighter Uniforms	\$	1,160.23	\$	-	\$	1,160.23	
SYNOVUS BANK E-PAYMENTS	304315	1/25/2024 GALLS, PARENT HOLDINGS, LLC	24-01516	Footwear Annual Replacement	\$	4,909.29	\$	-	\$	4,909.29	
SYNOVUS BANK E-PAYMENTS	304315	1/25/2024 GALLS, PARENT HOLDINGS, LLC	24-01518	UNIFORM APPAREL BLANKET P O	\$	461.01	\$	-	\$	461.01	
SYNOVUS BANK E-PAYMENTS	304316	1/25/2024 SHELLEY'S ENVIRONMENTAL SYSTEM	24-00788	Sewer Debris Dumping	\$	325.00	\$	-	\$	325.00	
SYNOVUS BANK E-PAYMENTS	304317	1/25/2024 UNITED SITE SERVICES, LLC	24-01923	Port-o-lets	\$	271.00	\$	-	\$	271.00	
SYNOVUS BANK E-PAYMENTS	304318	1/25/2024 WASTE MANAGEMENT INC OF FL	24-00642	Recycling Tipping Fees	\$	6,038.34	\$	-	\$	6,038.34	
GENERAL OPERATING ACCOUNT	229295	1/26/2024 UNITED STATES TREASURY	24-02093	IRS LEVY PAYROLL W/E 01/20/24	\$	858.56	\$	-	\$	858.56	
OPERATING ACCOUNT WIRES	902841	1/26/2024 DUKE ENERGY	24-00127	Utility Billing - Electrical	\$	8,659.00	\$	-	\$	8,659.00	
OPERATING ACCOUNT WIRES	902842	1/26/2024 DUKE ENERGY	24-00307	Electronic Invoices 2210	\$	93.75	\$	-	\$	93.75	
OPERATING ACCOUNT WIRES	902843	1/26/2024 DUKE ENERGY	24-00309	FY23 Electronic Invoices 2250	\$	557.68	\$	-	\$	557.68	
OPERATING ACCOUNT WIRES	902844	1/26/2024 DUKE ENERGY	24-00696	Blanket PO - Utility Charges	\$	758.91	\$	-	\$	758.91	
OPERATING ACCOUNT WIRES	902845	1/26/2024 DUKE ENERGY	24-01011	Electric Invoices 3151	\$	455.49	\$	-	\$	455.49	
OPERATING ACCOUNT WIRES	902846	1/26/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	\$	1,161.16	\$	-	\$	1,161.16	
OPERATING ACCOUNT WIRES	902847	1/26/2024 DUKE ENERGY	24-01102	Duke Energy	\$	81.07	\$	-	\$	81.07	
OPERATING ACCOUNT WIRES	902848	1/26/2024 DUKE ENERGY	24-00127	Utility Billing - Electrical	\$	586.11	\$	-	\$	586.11	
OPERATING ACCOUNT WIRES	902849	1/26/2024 DUKE ENERGY	24-00300	Duke Energy Blanket	\$	40,528.81	\$	-	\$	40,528.81	
OPERATING ACCOUNT WIRES	902850	1/26/2024 DUKE ENERGY	24-00301	FY24 Electrical Invoice 3121	\$	109,390.82	\$	-	\$	109,390.82	
OPERATING ACCOUNT WIRES	902851	1/26/2024 DUKE ENERGY	24-00302	Electric Bill Payments	\$	4,281.61	\$	-	\$	4,281.61	

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OPERATING ACCOUNT WIRES	902852	1/26/2024 DUKE ENERGY	24-00307	Electronic Invoices 2210	\$	2,918.43	\$	-	\$	2,918.43
OPERATING ACCOUNT WIRES	902853	1/26/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	\$	1,698.13	\$	-	\$	1,698.13
OPERATING ACCOUNT WIRES	902854	1/26/2024 DUKE ENERGY	24-01102	Duke Energy	\$	15,529.55	\$	-	\$	15,529.55
OPERATING ACCOUNT WIRES	902855	1/26/2024 DUKE ENERGY	24-00302	Electric Bill Payments	\$	2,194.30	\$	-	\$	2,194.30
OPERATING ACCOUNT WIRES	902856	1/26/2024 DUKE ENERGY	24-00696	Blanket PO - Utility Charges	\$	6,494.99	\$	-	\$	6,494.99
OPERATING ACCOUNT WIRES	902856	1/26/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	\$	289.25	\$	-	\$	289.25
OPERATING ACCOUNT WIRES	902857	1/26/2024 DUKE ENERGY	24-00300	Duke Energy Blanket	\$	26,306.71	\$	-	\$	26,306.71
OPERATING ACCOUNT WIRES	902857	1/26/2024 DUKE ENERGY	24-00917	Street Lights & Median Elect.	\$	1,167.12	\$	-	\$	1,167.12
OPERATING ACCOUNT WIRES	902857	1/26/2024 DUKE ENERGY	24-01102	Duke Energy	\$	4,448.09	\$	-	\$	4,448.09
OPERATING ACCOUNT WIRES	902858	1/26/2024 DUKE ENERGY	24-00309	FY23 Electronic Invoices 2250	\$	932.67	\$	-	\$	932.67
OPERATING ACCOUNT WIRES	902858	1/26/2024 DUKE ENERGY	24-01102	Duke Energy	\$	271.30	\$	-	\$	271.30
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-00302	Electric Bill Payments	\$	80.98	\$	-	\$	80.98
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-00307	Electronic Invoices 2210	\$	25.16	\$	-	\$	25.16
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-00311	FY23 Electronic Invoices 3010	\$	650.64	\$	-	\$	650.64
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-00843	FY24 Electric Invoices 3614	\$	1,175.76	\$	-	\$	1,175.76
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-00917	Street Lights & Median Elect.	\$	120,603.21	\$	-	\$	120,603.21
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-01011	Electric Invoices 3151	\$	2,290.26	\$	-	\$	2,290.26
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	\$	99.90	\$	-	\$	99.90
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-01052	Duke Energy PO for Power	\$	219.13	\$	-	\$	219.13
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-01102	Duke Energy	\$	4,372.93	\$	-	\$	4,372.93
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-01170	Avian Pointe Str Lgts FY2324	\$	6,897.32	\$	-	\$	6,897.32
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-01171	East Kelly Park MSBU Str Lgts	\$	2,067.62	\$	-	\$	2,067.62
OPERATING ACCOUNT WIRES	902864	1/26/2024 DUKE ENERGY	24-01172	Oaks @ Kelly Park Str Lgts MSB	\$	1,144.48	\$	-	\$	1,144.48
OPERATING ACCOUNT WIRES	902883	1/26/2024 EXPERTPAY	24-02090	CHILD SUPPORT W/E 01/20/24	\$	2,163.92	\$	-	\$	2,163.92
OPERATING ACCOUNT WIRES	902884	1/26/2024 INTERNAL REVENUE SERVICE	24-02092	ACH PAYROLL TAX W/E 01/20/24	\$	172,733.43	\$	-	\$	172,733.43
OPERATING ACCOUNT WIRES	902885	1/26/2024 PRUDENTIAL RETIREMENT	24-02094	PRUDENTIAL RETIREMENT 01/20/24	\$	191,696.04	\$	-	\$	191,696.04
OPERATING ACCOUNT WIRES	902886	1/26/2024 VOYA INSTITUTIONAL TRUST CO.	24-02091	457 CONTRIBUTION W/E 01/20/24	\$	9,588.52	\$	-	\$	9,588.52
GENERAL OPERATING ACCOUNT	229296	1/29/2024 MOTH, LISA	24-02159	UTILITY REFUND	\$	26.11	\$	-	\$	26.11
GENERAL OPERATING ACCOUNT	229297	1/29/2024 UNITED HEALTHCARE SVCS, INC	24-02104	UTILITY REFUND	\$	336.22	\$	-	\$	336.22
GENERAL OPERATING ACCOUNT	229298	1/29/2024 MUNOZ, KAREN NATHALY	24-02105	UTILITY REFUND	\$	51.06	\$	-	\$	51.06
GENERAL OPERATING ACCOUNT	229299	1/29/2024 WATTLE, JACQUELINE P	24-02106	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229300	1/29/2024 DUQUE, LUZDARY	24-02107	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	229301	1/29/2024 REED, EBONY LOWE	24-02108	UTILITY REFUND	\$	176.66	\$	-	\$	176.66
GENERAL OPERATING ACCOUNT	229302	1/29/2024 LOPEZ TORRES, JOSE	24-02109	UTILITY REFUND	\$	73.56	\$	-	\$	73.56
GENERAL OPERATING ACCOUNT	229303	1/29/2024 BROWN, BRENDA	24-02110	UTILITY REFUND	\$	58.26	\$	-	\$	58.26
GENERAL OPERATING ACCOUNT	229304	1/29/2024 LEE, SUNG H	24-02111	UTILITY REFUND	\$	302.76	\$	-	\$	302.76
GENERAL OPERATING ACCOUNT	229305	1/29/2024 RANNEY, TONY	24-02113	UTILITY REFUND	\$	99.37	\$	-	\$	99.37
GENERAL OPERATING ACCOUNT	229306	1/29/2024 AGUIRRE, CRISTINA	24-02114	UTILITY REFUND	\$	60.00	\$	-	\$	60.00
GENERAL OPERATING ACCOUNT	229307	1/29/2024 GODINEZ VILLATORO, CARMELA	24-02115	UTILITY REFUND	\$	40.01	\$	-	\$	40.01
GENERAL OPERATING ACCOUNT	229308	1/29/2024 TROUBLE FREE PROPERTY MNGMNT	24-02117	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	229309	1/29/2024 DEDLOW, WILLIAM	24-02118	UTILITY REFUND	\$	60.00	\$	-	\$	60.00
GENERAL OPERATING ACCOUNT	229310	1/29/2024 CHEN, MAY	24-02119	UTILITY REFUND	\$	60.00	\$	-	\$	60.00
GENERAL OPERATING ACCOUNT	229311	1/29/2024 MAIN STREET RENEWAL LLC	24-02120	UTILITY REFUND	\$	50.00	\$	-	\$	50.00
GENERAL OPERATING ACCOUNT	229312	1/29/2024 FLEMING, JEFFREY	24-02121	UTILITY REFUND	\$	115.99	\$	-	\$	115.99
GENERAL OPERATING ACCOUNT	229313	1/29/2024 TWELVE TWENTY NINE, LLC	24-02122	UTILITY REFUND	\$	48.21	\$	-	\$	48.21
GENERAL OPERATING ACCOUNT	229314	1/29/2024 NORTHPOINT ASSET MANAGEM	24-02123	UTILITY REFUND	\$	60.90	\$	-	\$	60.90
GENERAL OPERATING ACCOUNT	229315	1/29/2024 4U CUSTOM HOMES CORP	24-02124	UTILITY REFUND	\$	50.00	\$	-	\$	50.00
GENERAL OPERATING ACCOUNT	229316	1/29/2024 PRYOR, JAMES	24-02128	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	229317	1/29/2024 ADAMS, ASHLEY	24-02129	UTILITY REFUND	\$	134.67	\$	-	\$	134.67
GENERAL OPERATING ACCOUNT	229318	1/29/2024 BRANDYWINE HOMES USA LLC	24-02130	UTILITY REFUND	\$	145.18	\$	-	\$	145.18
GENERAL OPERATING ACCOUNT	229319	1/29/2024 DERRICO, BETH	24-02131	UTILITY REFUND	\$	168.89	\$	-	\$	168.89
GENERAL OPERATING ACCOUNT	229320	1/29/2024 JOCHIMS-MANN, TYRA L	24-02132	UTILITY REFUND	\$	220.00	\$	-	\$	220.00
GENERAL OPERATING ACCOUNT	229321	1/29/2024 BASSIR, SANAA	24-02133	UTILITY REFUND	\$	76.73	\$	-	\$	76.73
GENERAL OPERATING ACCOUNT	229322	1/29/2024 SIMMONDS, DIYANA	24-02134	UTILITY REFUND	\$	95.07	\$	-	\$	95.07
GENERAL OPERATING ACCOUNT	229323	1/29/2024 LONGRENT LLC	24-02135	UTILITY REFUND	\$	99.38	\$	-	\$	99.38
GENERAL OPERATING ACCOUNT	229324	1/29/2024 ALVAREZ, MARIA	24-02136	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229325	1/29/2024 SHEPARD, BROOK	24-02137	UTILITY REFUND	\$	20.18	\$	-	\$	20.18
GENERAL OPERATING ACCOUNT	229326	1/29/2024 CARDENAS, GABRIELA	24-02138	UTILITY REFUND	\$	50.99	\$	-	\$	50.99
GENERAL OPERATING ACCOUNT	229327	1/29/2024 RUGGIERO, JOSEPH	24-02139	UTILITY REFUND	\$	60.00	\$	-	\$	60.00
GENERAL OPERATING ACCOUNT	229328	1/29/2024 DIAZ, ZAHIRA	24-02140	UTILITY REFUND	\$	170.00	\$	-	\$	170.00
GENERAL OPERATING ACCOUNT	229329	1/29/2024 DEJESUS-WILKINSON, JEANETTE	24-02141	UTILITY REFUND	\$	38.99	\$	-	\$	38.99
GENERAL OPERATING ACCOUNT	229330	1/29/2024 GPS REALTY AND PROPERTY MNGNT	24-02142	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229331	1/29/2024 TRAUB, GREGORY	24-02143	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229332	1/29/2024 CLINEBELL, JERRY	24-02144	UTILITY REFUND	\$	100.00	\$	-	\$	100.00

City of Apopka
January 2024
Finance Disbursement Report
Exhibit A

GENERAL OPERATING ACCOUNT	229333	1/29/2024 CLINEBELL, JERRY	24-02145	UTILITY REFUND	\$	20.00	\$	-	\$	20.00
GENERAL OPERATING ACCOUNT	229334	1/29/2024 CHASE, DAVID	24-02146	UTILITY REFUND	\$	181.42	\$	-	\$	181.42
GENERAL OPERATING ACCOUNT	229335	1/29/2024 SEMENTO, JILL	24-02147	UTILITY REFUND	\$	170.00	\$	-	\$	170.00
GENERAL OPERATING ACCOUNT	229336	1/29/2024 M.A.S. INVESTMENTS & PROJ, LLC	24-02148	UTILITY REFUND	\$	235.38	\$	-	\$	235.38
GENERAL OPERATING ACCOUNT	229337	1/29/2024 TAH 2017-1 BORROWER LLC	24-02149	UTILITY REFUND	\$	185.00	\$	-	\$	185.00
GENERAL OPERATING ACCOUNT	229338	1/29/2024 MCM ORANGE BLOSSOM TRI LLC	24-02150	UTILITY REFUND	\$	216.01	\$	-	\$	216.01
GENERAL OPERATING ACCOUNT	229339	1/29/2024 JOHNSON, PATRUSHKA	24-02151	UTILITY REFUND	\$	170.00	\$	-	\$	170.00
GENERAL OPERATING ACCOUNT	229340	1/29/2024 VASQUEZ, JOCELINE	24-02152	UTILITY REFUND	\$	83.19	\$	-	\$	83.19
GENERAL OPERATING ACCOUNT	229341	1/29/2024 ESTEFAN, ANA MARIA	24-02153	UTILITY REFUND	\$	245.00	\$	-	\$	245.00
GENERAL OPERATING ACCOUNT	229342	1/29/2024 COOK, VIVIANA	24-02154	UTILITY REFUND	\$	99.67	\$	-	\$	99.67
GENERAL OPERATING ACCOUNT	229343	1/29/2024 DECLUE, MATTHEW	24-02155	UTILITY REFUND	\$	60.01	\$	-	\$	60.01
GENERAL OPERATING ACCOUNT	229344	1/29/2024 HAYES, ASHANTE	24-02156	UTILITY REFUND	\$	119.67	\$	-	\$	119.67
GENERAL OPERATING ACCOUNT	229345	1/29/2024 WATSON, LAMARI	24-02157	UTILITY REFUND	\$	49.82	\$	-	\$	49.82
GENERAL OPERATING ACCOUNT	229346	1/29/2024 K HOVNANIAN	24-02158	UTILITY REFUND	\$	39.11	\$	-	\$	39.11
GENERAL OPERATING ACCOUNT	229347	1/29/2024 KB HOMES ORLANDO	24-02160	UTILITY REFUND	\$	75.12	\$	-	\$	75.12
GENERAL OPERATING ACCOUNT	229348	1/29/2024 KB HOMES	24-02161	UTILITY REFUND	\$	23.15	\$	-	\$	23.15
GENERAL OPERATING ACCOUNT	229349	1/29/2024 BURGG, TIFFANY	24-02162	UTILITY REFUND	\$	67.55	\$	-	\$	67.55
GENERAL OPERATING ACCOUNT	229350	1/29/2024 HANOVER FAMILY BUILDERS	24-02163	UTILITY REFUND	\$	215.00	\$	-	\$	215.00
GENERAL OPERATING ACCOUNT	229351	1/29/2024 HANOVER FAMILY BUILDERS	24-02164	UTILITY REFUND	\$	215.00	\$	-	\$	215.00
GENERAL OPERATING ACCOUNT	229352	1/29/2024 WESOLOWSKI, WILLIAM	24-02165	UTILITY REFUND	\$	163.65	\$	-	\$	163.65
GENERAL OPERATING ACCOUNT	229353	1/29/2024 PEINE, JOHN	24-02166	UTILITY REFUND	\$	39.99	\$	-	\$	39.99
GENERAL OPERATING ACCOUNT	229354	1/29/2024 DR HORTON	24-02167	UTILITY REFUND	\$	215.00	\$	-	\$	215.00
GENERAL OPERATING ACCOUNT	229355	1/29/2024 MACINTOSH, CASSANDRA	24-02168	UTILITY REFUND	\$	170.00	\$	-	\$	170.00
GENERAL OPERATING ACCOUNT	229356	1/29/2024 VAZQUEZ, ISMAEL	24-02169	UTILITY REFUND	\$	55.74	\$	-	\$	55.74
GENERAL OPERATING ACCOUNT	229357	1/29/2024 BURDGE, ANGELO	24-02170	UTILITY REFUND	\$	39.21	\$	-	\$	39.21
GENERAL OPERATING ACCOUNT	229358	1/29/2024 CARDOZA, ROY	24-02171	UTILITY REFUND	\$	100.00	\$	-	\$	100.00
GENERAL OPERATING ACCOUNT	229359	1/29/2024 BURNS, JOHN	24-02172	UTILITY REFUND	\$	54.59	\$	-	\$	54.59
GENERAL OPERATING ACCOUNT	229360	1/29/2024 CORREA, DANIELA	24-02173	UTILITY REFUND	\$	162.23	\$	-	\$	162.23
GENERAL OPERATING ACCOUNT	229361	1/29/2024 SUAREZ, ENEDINA	24-02174	UTILITY REFUND	\$	50.00	\$	-	\$	50.00
GENERAL OPERATING ACCOUNT	229362	1/29/2024 ALBELO, ANANYELIE	24-02175	UTILITY REFUND	\$	50.00	\$	-	\$	50.00
GENERAL OPERATING ACCOUNT	229363	1/29/2024 ORLANDO SENTINEL	24-02182	Legal Advertising	\$	2,239.42	\$	-	\$	2,239.42
OPERATING ACCOUNT WIRES	902867	1/29/2024 LOWE'S	24-00068	repairs to facilities	\$	779.18	\$	-	\$	779.18
OPERATING ACCOUNT WIRES	902867	1/29/2024 LOWE'S	24-00070	General Operating Supplies	\$	42.49	\$	-	\$	42.49
OPERATING ACCOUNT WIRES	902867	1/29/2024 LOWE'S	24-00151	Non inventory supplies	\$	170.96	\$	-	\$	170.96
OPERATING ACCOUNT WIRES	902867	1/29/2024 LOWE'S	24-00297	Station Operating Supplies	\$	1,647.11	\$	-	\$	1,647.11
OPERATING ACCOUNT WIRES	902867	1/29/2024 LOWE'S	24-00631	Lowe's Blanket	\$	101.24	\$	-	\$	101.24
OPERATING ACCOUNT WIRES	902867	1/29/2024 LOWE'S	24-00637	Repairs for claimed damages.	\$	55.06	\$	-	\$	55.06
OPERATING ACCOUNT WIRES	902867	1/29/2024 LOWE'S	24-00638	Blanket PO - Operating Supplie	\$	6.06	\$	-	\$	6.06
OPERATING ACCOUNT WIRES	902867	1/29/2024 LOWE'S	24-01120	Blanket PO -Training Materials	\$	3,121.75	\$	-	\$	3,121.75
OPERATING ACCOUNT WIRES	902867	1/29/2024 LOWE'S	24-01704	Station Appliance Replacement	\$	549.10	\$	-	\$	549.10
OPERATING ACCOUNT WIRES	902899	1/29/2024 ORANGE COUNTY COMPTROLLER	24-02184	ORANGE CO PUBLIC SERVICE TAX	\$	20,736.63	\$	-	\$	20,736.63
GENERAL OPERATING ACCOUNT	229364	1/30/2024 BRANDON, CHERYL D	22-04744	UTILITY REFUND	\$	90.00	\$	-	\$	90.00
Total					\$	6,543,214.06	\$	16,162.60	\$	6,527,051.46



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 1.

Meeting Date: February 21, 2024

Department: Administration

SUBJECT:

Potable Water Break Damage - 1046 Villa Lane #23

REQUEST:

Council direction and authorization for appropriate action for damages caused to 1046 Villa Lane #23, Apopka, FL 32712 due to a potable water main break.

SUMMARY:

On January 30, 2024, a 6-inch potable water main break occurred in the Errol Estates neighborhood, near 1046 Villa Lane #23, Apopka, FL 32712. The water main break caused flooding in multiple rooms of the house, including the kitchen, living room, bedroom, and restroom. The resident has been in contact with City administration. Staff opened a claim with the City's insurance company as a result of this incident and the claim has been denied. Staff have developed three possible courses of action to remedy this situation for the resident, and are seeking further direction on the course of action preferred by Council.

Option 1

Request resident file a claim with their insurance company and work through the insurance system, since the City's insurance company has denied the claim.

Option 2

Go through the City procurement process to hire a contractor to make the necessary repairs. Initial estimates for needed repairs are anticipated between \$40,000 and \$60,000.

Option 3

Work toward a financial settlement with the homeowner to make the homeowner whole and allow them to make the necessary repairs on their own.

FUNDING SOURCE:

FY24 Budget

RECOMMENDED MOTION:

Council authorization of the appropriate option.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 2.

Meeting Date: February 21, 2024

Department: Community Development

SUBJECT:

Approval of proposal for the Apopka Station Street Project - Standard Investments & Holdings, LLC

REQUEST:

Approve the single proposal from Standard Investments & Holdings, LLC for the Station Street Project and proceed with a Development Agreement.

SUMMARY:

A single proposal was submitted by Standard Investments & Holdings, LLC which is being presented to the Apopka Community Redevelopment Agency (CRA) and City Council today, January 3, 2024. This proposal has been reviewed and is consistent with the request and property disposal requirements previously approved by the Apopka CRA and City Council on October 18, 2023. The request was advertised (January 12, 2024) as approved by the CRA and City Council, requesting the following:

The City and the Apopka Community Redevelopment Agency (CRA) envision a multi-use project including affordable housing, downtown public parking, an extension of the Downtown Apopka Trail, and construction of public event space. The City anticipates that approximately 1 acre of the property noticed for disposal herein may be retained by the City for construction of public event space to be completed by the successful proposer.

This proposal outlines the general design for a 60-unit, 2-building apartment complex and associated parking and event space. The event space would remain wholly owned and operated by the City of Apopka.

This proposal and use of the site is consistent with the Comprehensive Plan which shows the site as commercial, and the Land Development Code for zoning is MU-D, Mixed Use-Downtown. Both Land Use and Zoning permit multifamily developments and adhere to the SB102 Live Local Act to allow for a maximum of 25 dwelling units per acre for the apartment site area.

Once this proposal is accepted, the next step is to review and formally approve a Development Agreement, which would be scheduled for the CRA and City Council at separate meetings on March 6, 2024.

The Major Development Plan (MDP) approvals will be completed in accordance with the City of Apopka's Land Development Code and approved by the Planning Commission and City Council later this year. The Construction Site Plan (CSP) is completed and approved by the DRC in accordance with the LDC.

FUNDING SOURCE:

N/A - within the CRA District.

RECOMMENDED MOTION:

Approve the single proposal from Standard Investments & Holdings, LLC for the Station Street Project and proceed with review and processing of a Development Agreement to be presented and approved by the CRA and City Council.

ATTACHMENTS:

1. Downtown Apopka Street STation Project - Standard Investments and Holdings LLC Proposal - Submitted
02.01.24
2. Ad for proposal



JFP
FEB 01 2024
APOPKA FINANCE

Development Proposal
Station Street Project
Apopka City Hall
120 E. Main Street
Apopka, FL 32703

Standard Investments and Holdings, LLC

Submittal for



DEVELOPER for DOWNTOWN APOPKA STATION STREET PROJECT

I. OVERALL PLAN & DESIGN OF THE PROPOSED DEVELOPMENT

A. Project Plan

1. Narrative

Description of the overall development project including any special design considerations, details, and/or innovative/sustainable elements proposed.

The City of Apopka owns 3.43 acres of essentially vacant land in the southeast area of Downtown Apopka that currently has active streets (W. Station Street, W. 4th Street, and W 5th Street). The parcels are in a Qualified Opportunity Zone and within the designated Downtown Apopka Community Redevelopment Area (CRA). The goal is to provide up to 60 residential units connected to Central Avenue by a civic/plaza space. The space would be used to hold events such as food truck events, farmer's market, movie nights, with a feature to add live music to any of the events. This would activate an area of downtown in a way that currently does not exist. We share the same vision with the City of Apopka and propose to develop a sustainable plan which truly transforms the area.

We strongly believe that the location of the site and the surrounding residential density is not high enough and will not support a mixed-use model specifically for this site. We discussed this project location with very experienced commercial and retail developers, owners, and brokers. There are several challenges that make the site unpalatable for retail/commercial concepts that pay the rents needed to make the project financially viable.

Firstly, the site is set back from 441 enough to eliminate a lot of retail consideration. They need exposure frontage on roads that have specific levels of traffic volume. 441 has the traffic counts but the site is too far off this well-travelled road.

Secondly, the surrounding industrial and single-family housing density in the immediate area doesn't check the necessary boxes for retailers.

Thirdly, FinFrock was contacted to discuss costs for building a parking garage. The amount of spaces needed for the commercial and residential aren't enough to make a garage cost effective or the amount of spaces needed to get the price per space reasonable is excessive.

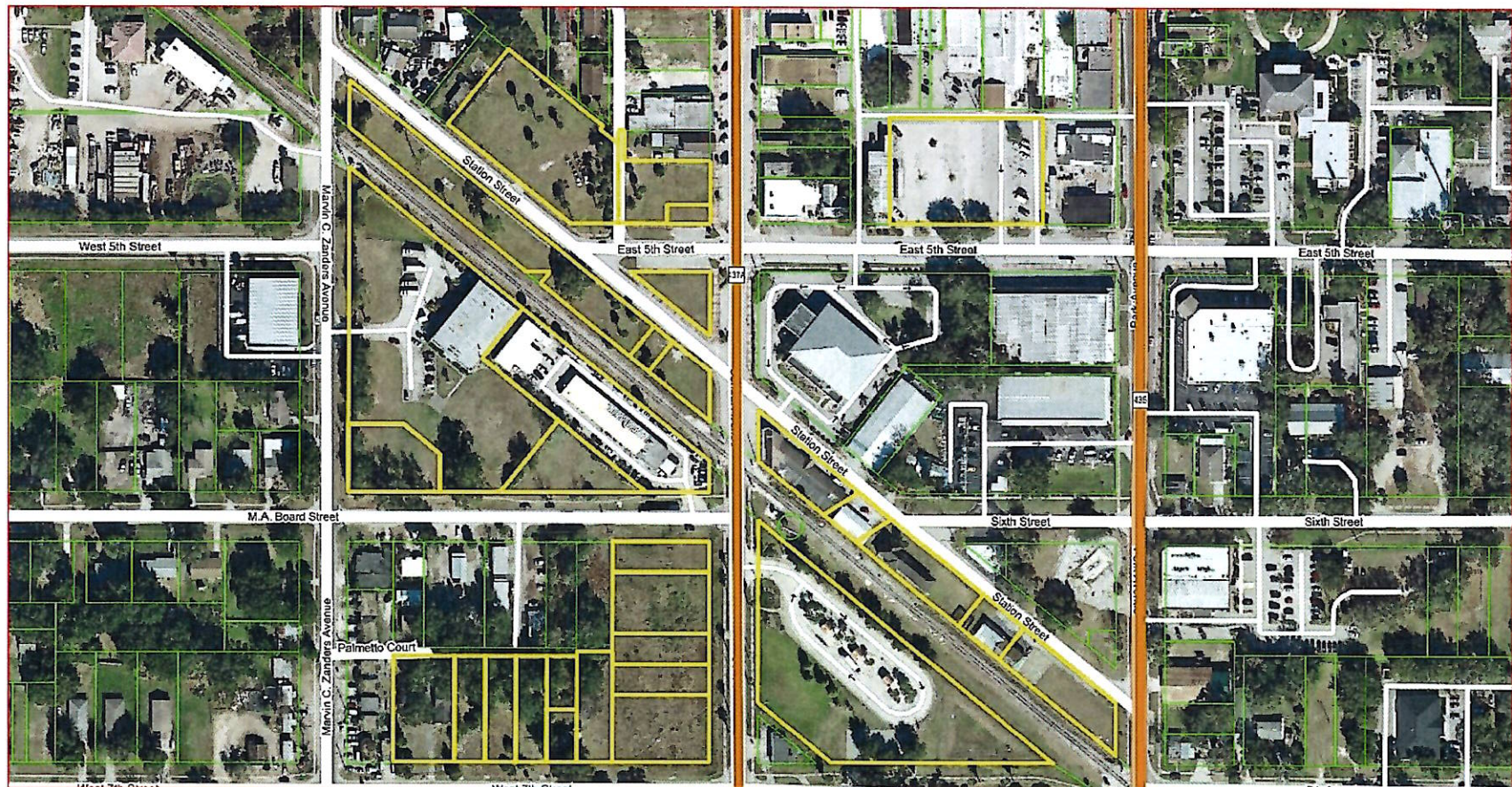
Fourthly, the various uses proposed in the RFP along with the density of residential forces a concept over 3 stories which brings additional costs. Along with the obvious upgrade in the structure, four story buildings require elevators. Elevators are a six figure add per building plus the ongoing operational and maintenance expense. Commercial on the first floor creates added accessibility considerations with no first-floor apartments.

Intuitively, a 3-story residential only alternative should be considered. However, the allowable 60 units on the site per Live Local compliance makes it difficult to work financially. Every development project has fixed costs and needs a certain level of density to be financially viable. A project this size is typically a non-starter due to basic fixed costs associated with any project. This number of units usually doesn't provide the revenue that allows for interesting and attractive returns. This site is no exception and does not provide the needed returns. The project will need some help from the City on land price, civic space cost support, and impact fees.

The retail leasing risk, additional costs of 4 story structures, building the civic space, and parking to support the commercial, require expanding the area under review to increase the scope of the project area. The Station Street project area needs more people living in the area to bring about transforming the neighborhood and support the uses noted in the RFP. Expanding the project area to bring in the needed residential will give the project the size and scope to attain the goal of a rejuvenated Downtown area. Our proposed first phase will be the catalyst for further development.

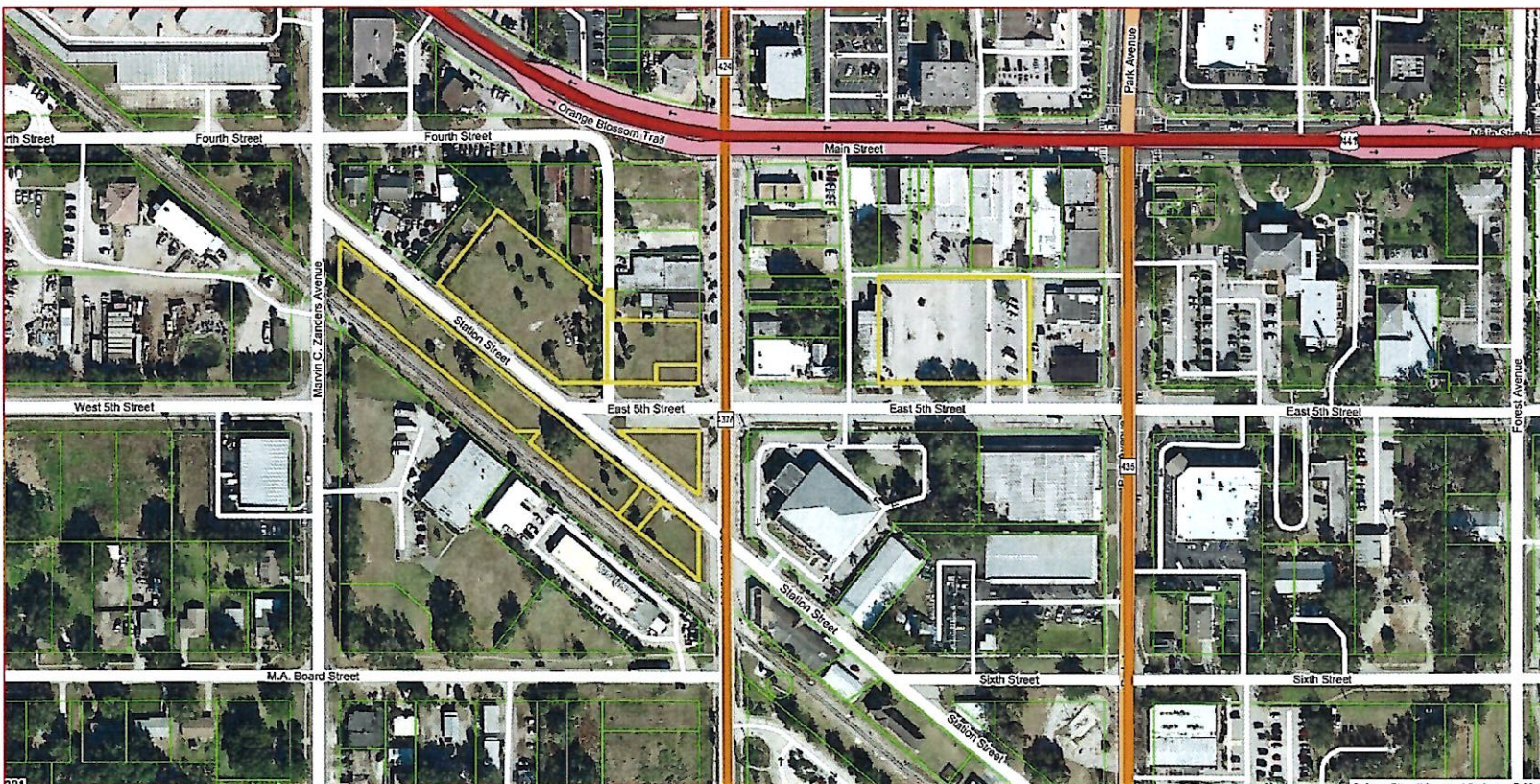
We propose a phased project that would include parcels that are adjacent to the RFP parcels. Our vision for this area would be to eventually rezone the indicated area and beyond into a PD or Planned Development. In an urban core area, a PD gives the variety of uses, flexibility with setbacks, building heights, FAR, and densities to allow for commercial, residential, and retail to coexist. As the residential builds in density, the retail, and commercial will follow it into the area. The parcels just south of the community center as well as other surrounding City parcels would be an excellent location once the rooftops are built.

Potential Redevelopment Area



Phase I

We propose to use the indicated site in the RFP to begin the project area transformation. We would deliver up to 60 units in two residential buildings, the City Plaza improvements, and parking as outlined in a Development Agreement. The site plan in this proposal shows the minimum number of units proposed. Our proposal includes constructing the plaza to City specifications and having the city assist in the funding. The affordability of the project must be maintained. Economic conditions have changed, and we propose that the City provide the land for the project while we construct the City Plaza area with funding assistance to be negotiated and determined in an executed development agreement. The Plaza area will include an open event structure, tower/focal element structure, and restrooms as specified in a Development Agreement. We are working with the Small Business Advocates of Central Florida to identify vendors for our work force housing program. We will certainly incorporate that effort into this project should we be awarded and successfully negotiate an agreement.



2. Site Program Analysis

- Total SF of commercial and residential spaces
- Number, size, and configuration of commercial spaces
- Number, size, and bedroom count of residential spaces
- Total number of parking spaces proposed, including vehicular and bicycle
- Height of building is approximately 35 feet or less

Space Type	# of Buildings or Areas	Approx. SF or Number of Each	Approx. Total SF or Number
Residential	2 Buildings	24,000 SF	48,000 SF
Plaza	1 area	52,275	52,275
Parking Spaces	1 Parking lot	140 spaces	140 Spaces*
Bike Racks	3 Racks	10	30 Spaces

*Current estimate. Total spaces for Public Parking will be the difference of total parking minus parking required by LDC for multifamily.

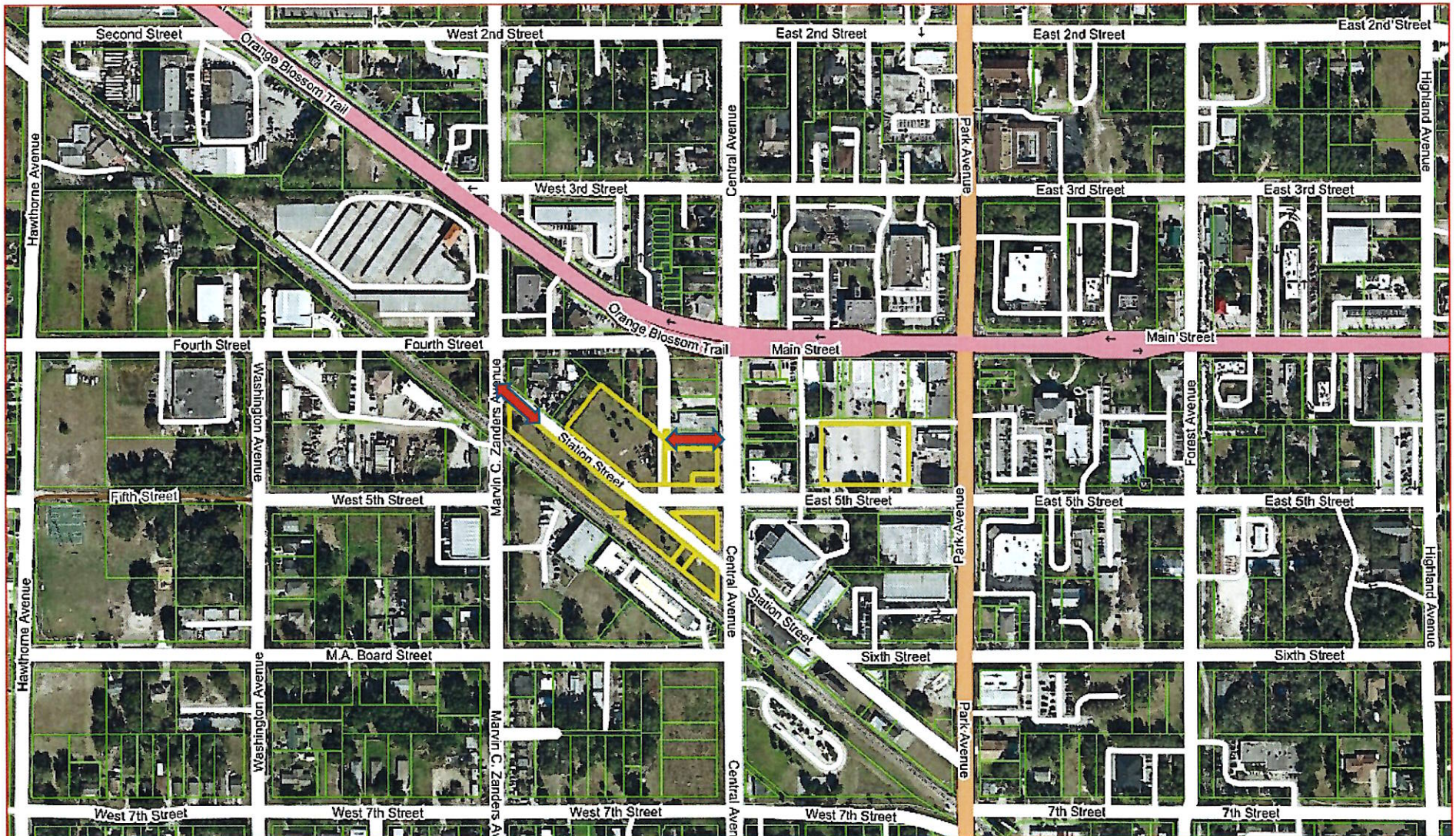
Number and Size of Residential Spaces

Unit Type	Number	SF
1BR1BA	36	744
2BR2BA	12	1,077

Subject to Change throughout the development process. Also, we will be adding 12 more units during the design process.

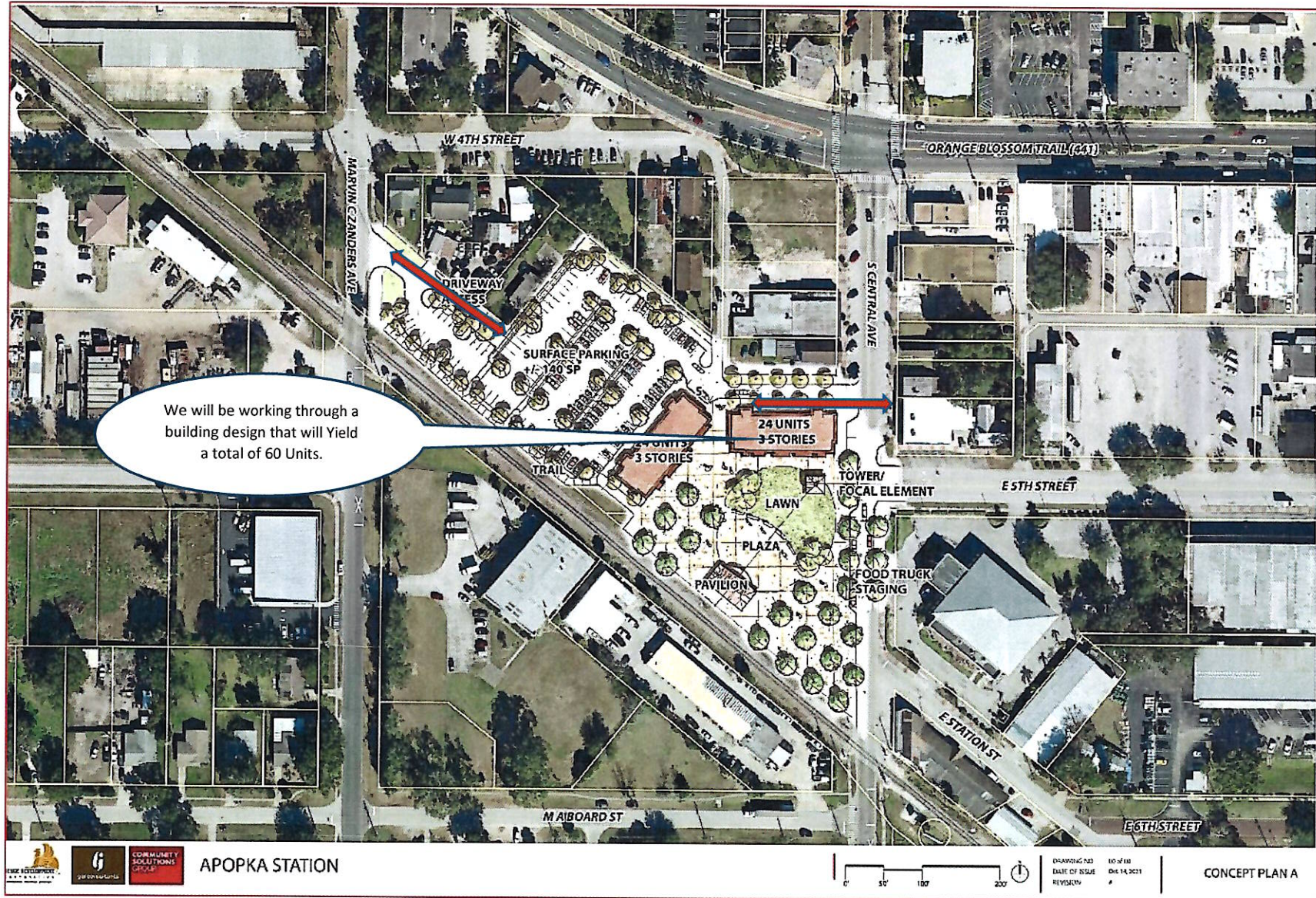
3. Site Context Plan

Plan that shows connectivity and relationship to the surrounding commercial and residential properties



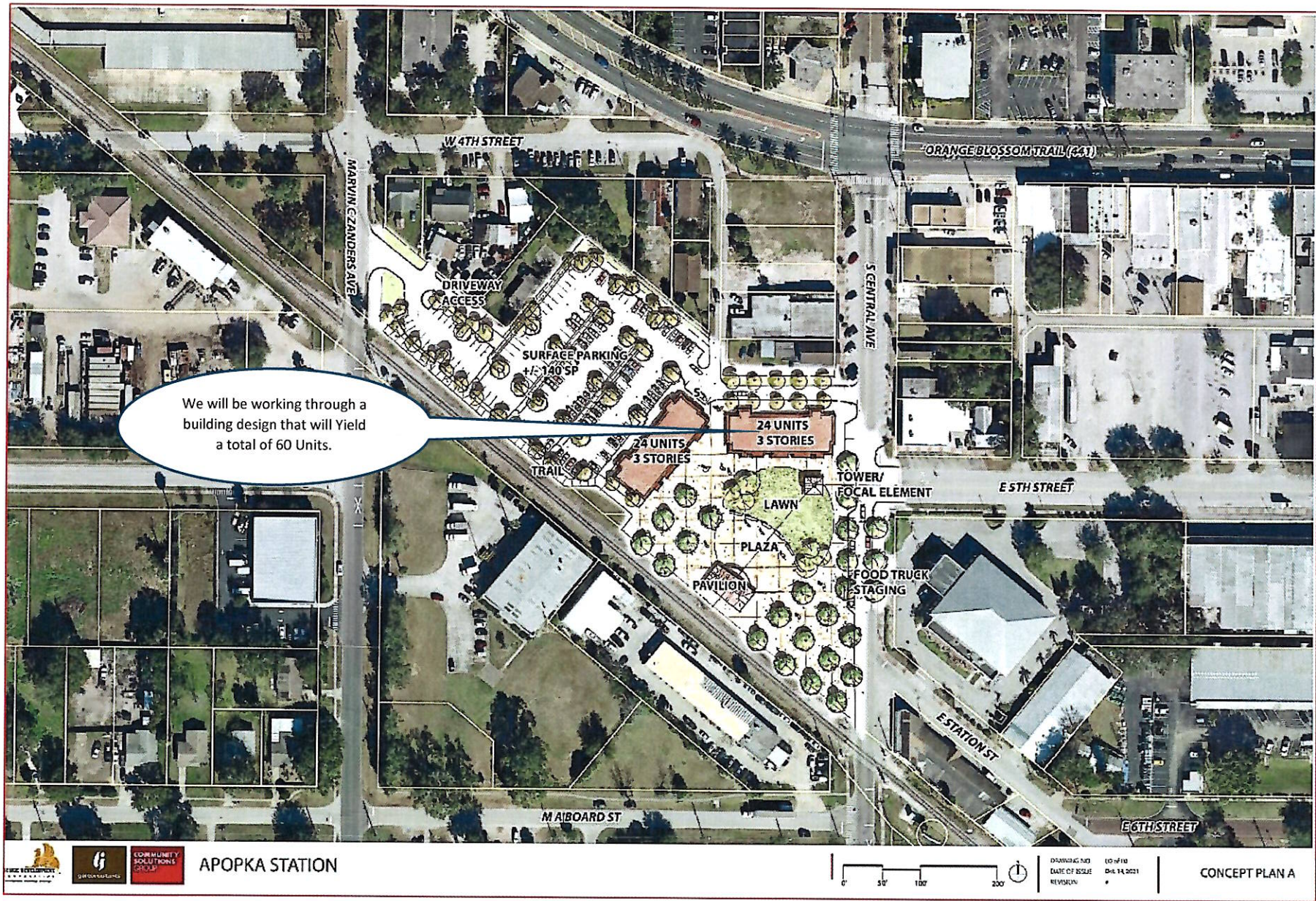
4. Site Plan Diagram

- Building location, View Corridors, Circulation Patterns, Relationship to SOBO (Historic Fire Station) Building & Parking Garage



5. Site Plan Rendering including:

- Building footprint, b. Parking/ingress/egress areas, c. Plazas, pathways, and other formal outdoor spaces, d. Landscape areas & open spaces



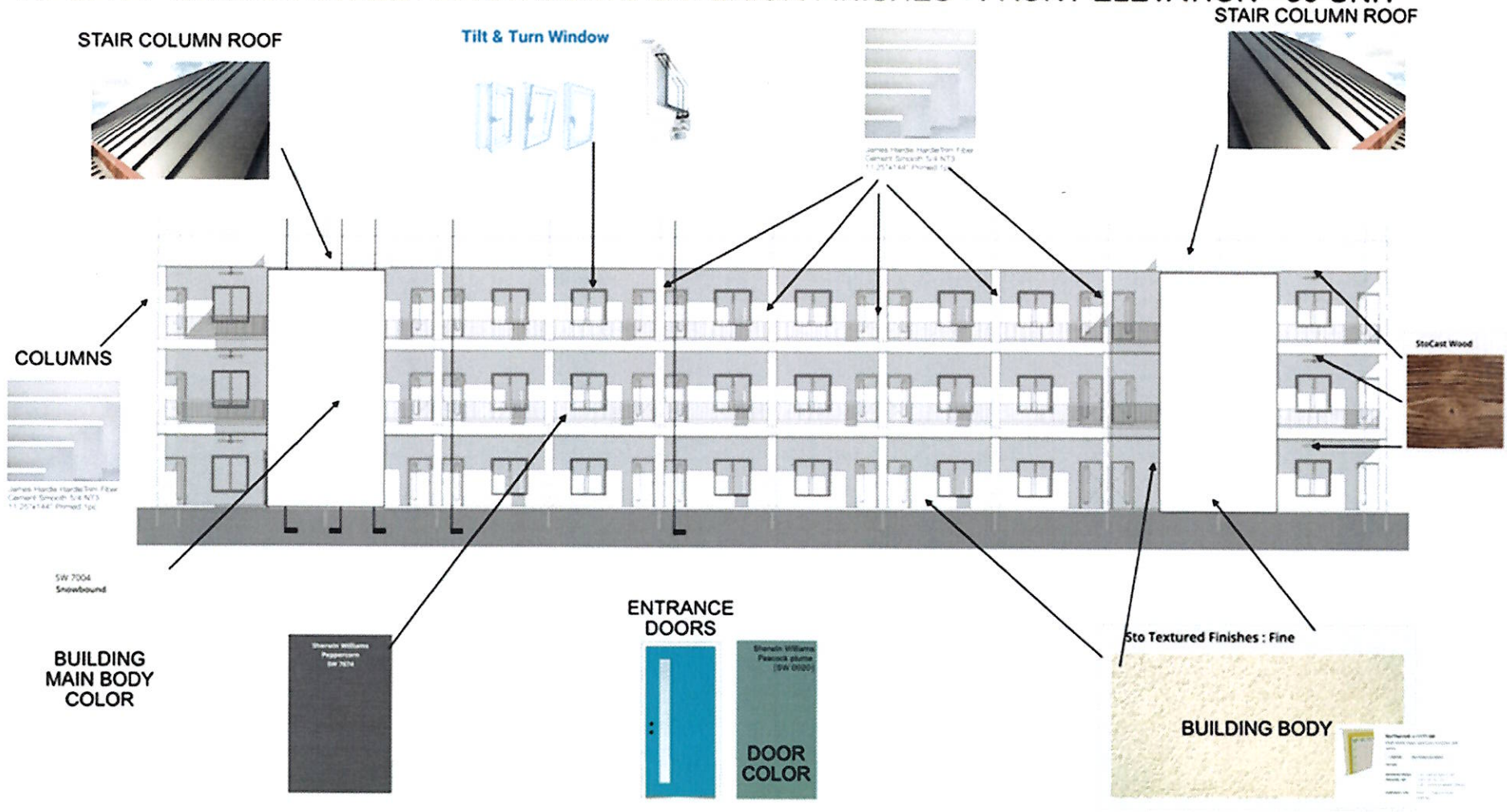
6. Building Elevations

This is an illustration of the type of building we have in mind and is subject to changes as we move to final design and tie in the surrounding neighborhood.

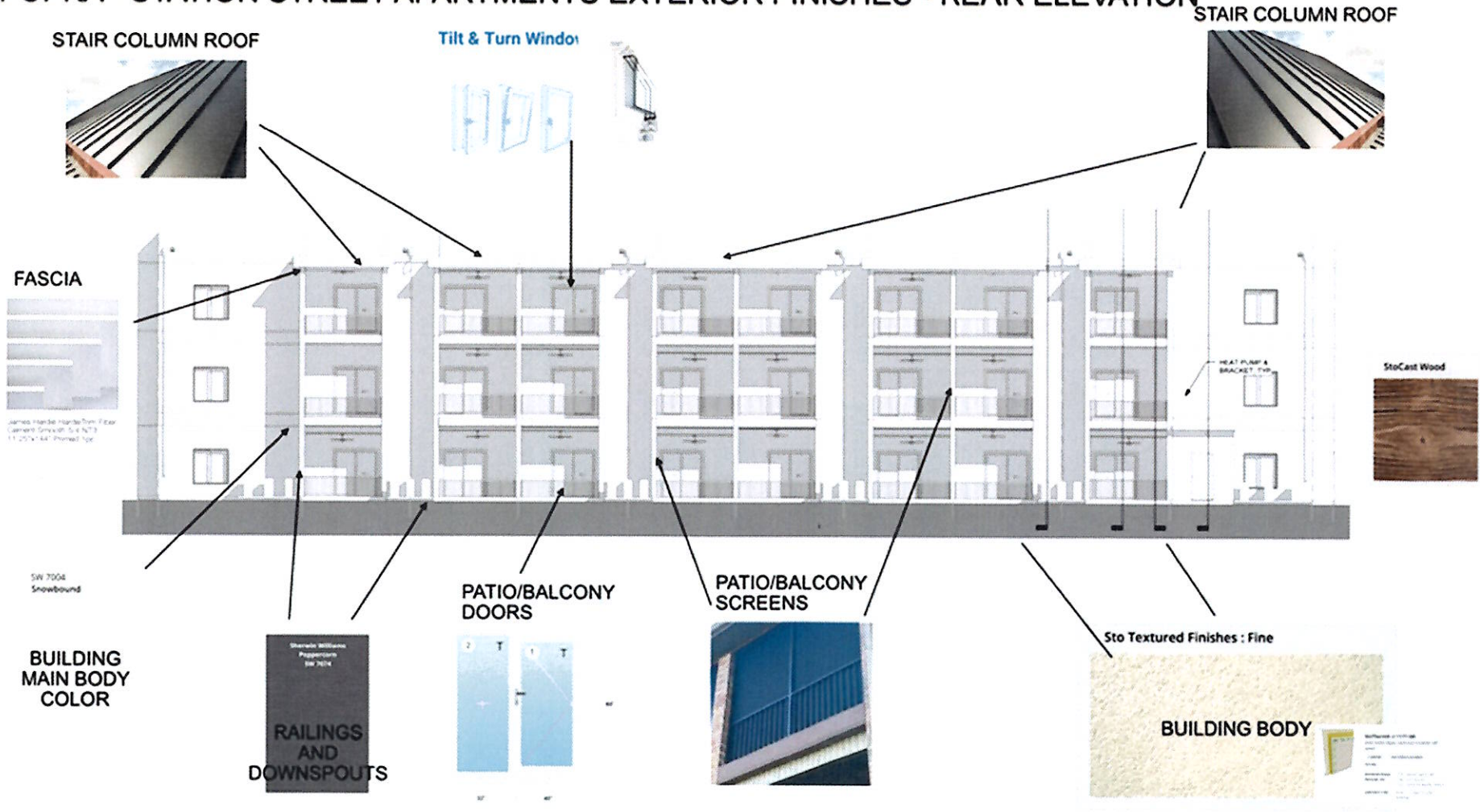


7. Graphic/Illustrative renderings of proposed development

APOPKA - STATION STREET APARTMENTS EXTERIOR FINISHES - FRONT ELEVATION - 30 UNIT



APOPKA - STATION STREET APARTMENTS EXTERIOR FINISHES - REAR ELEVATION



APOPKA - STATION STREET APARTMENTS EXTERIOR FINISHES - SIDE ELEVATION

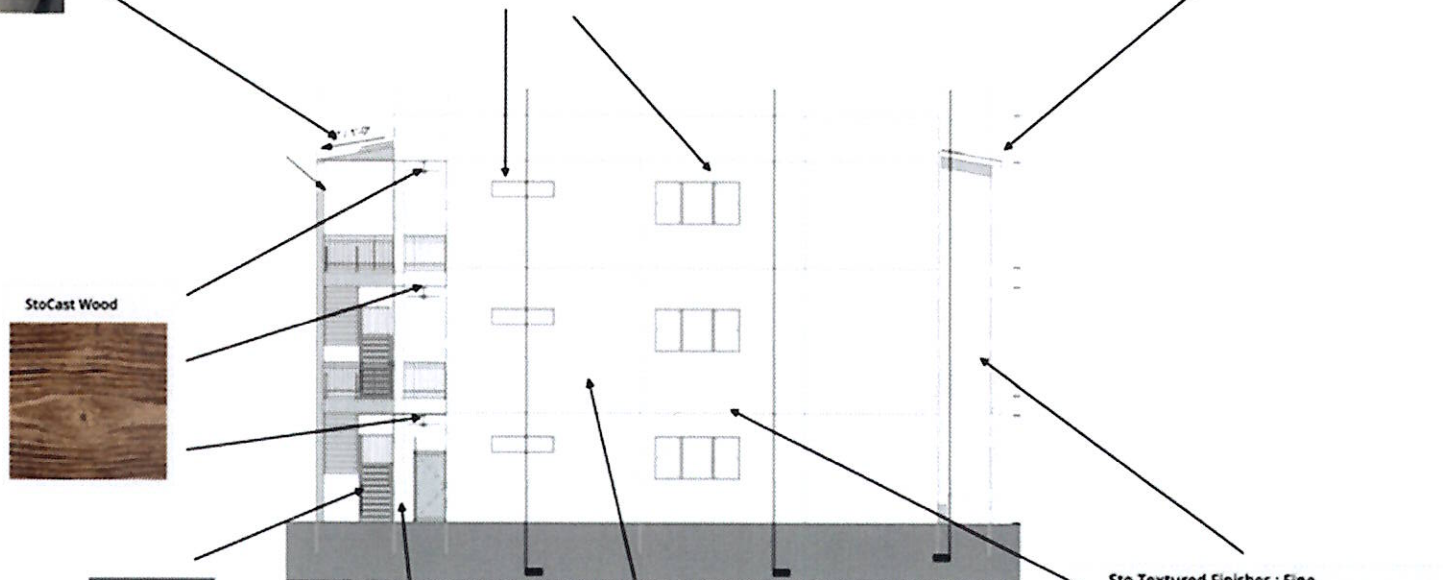
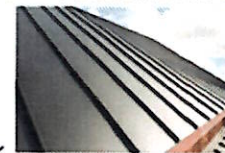
STAIR COLUMN ROOF



Tilt & Turn Window



STAIR COLUMN ROOF



StoCast Wood



RAILINGS
AND
DOWNSPOUTS
STAIRS



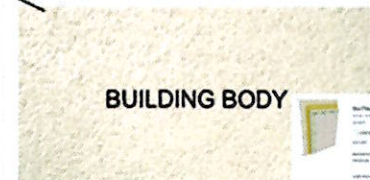
FASCIA AND COLUMNS



BUILDING
MAIN BODY
COLOR

SW 7004
Snowbound

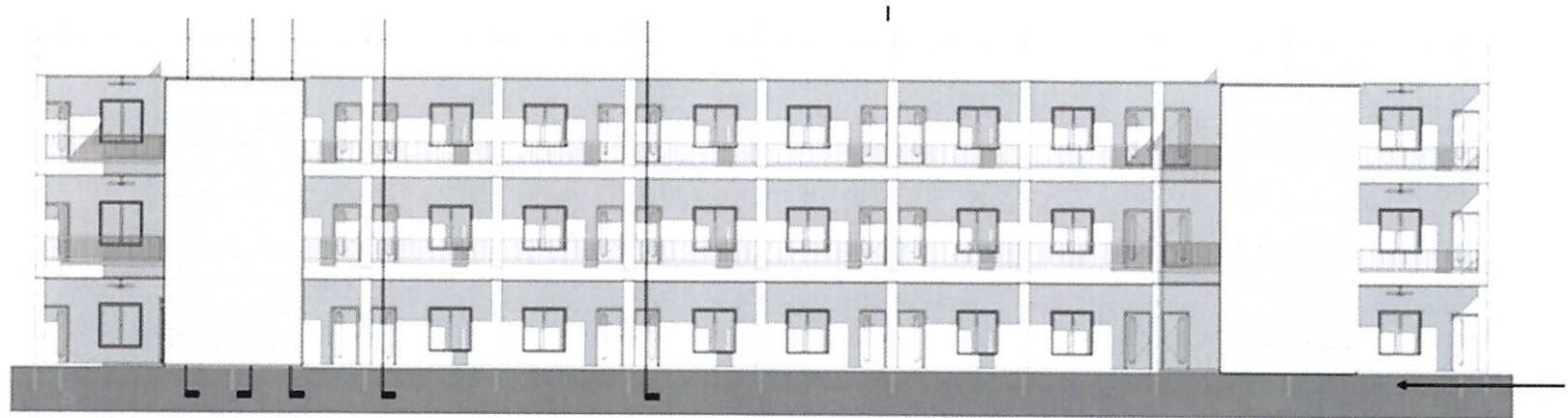
Sto Textured Finishes : Fine



BUILDING BODY



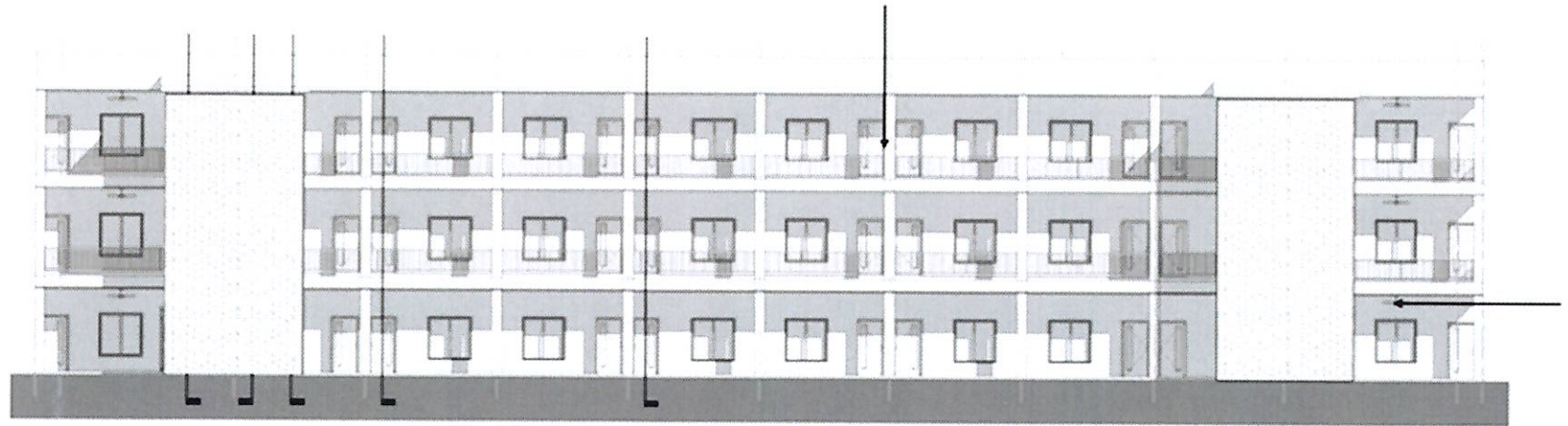
APOPKA - STATION STREET APARTMENTS EXTERIOR FINISHES - FRONT ELEVATION SIDING TOWERS



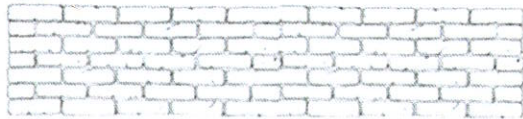
SIDING



APOPKA - STATION STREET APARTMENTS EXTERIOR FINISHES - FRONT ELEVATION BRICK TOWERS

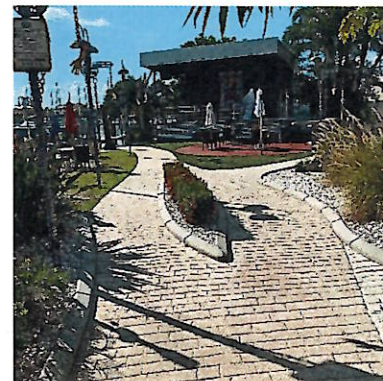
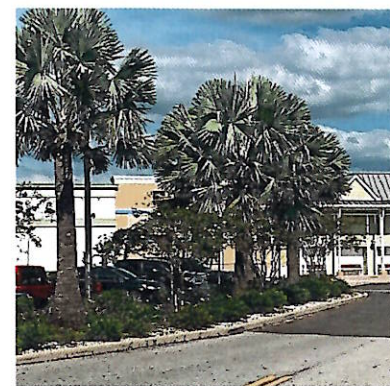
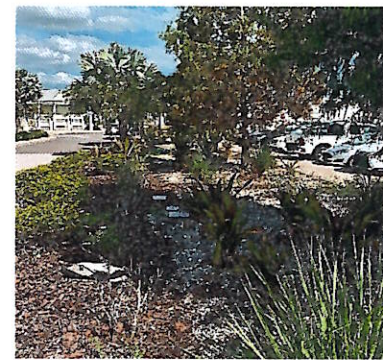
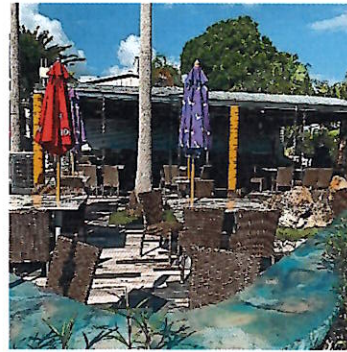
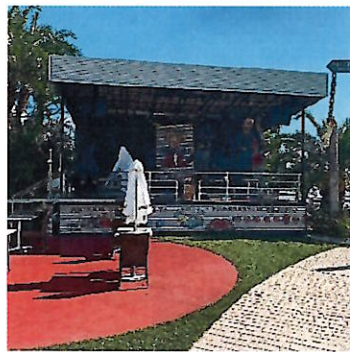


BRICK



8. Concept Materials Photo Sheets

a. Proposed building material & façade examples, Materials for outdoor spaces, Concept Plant Materials, Proposed signage



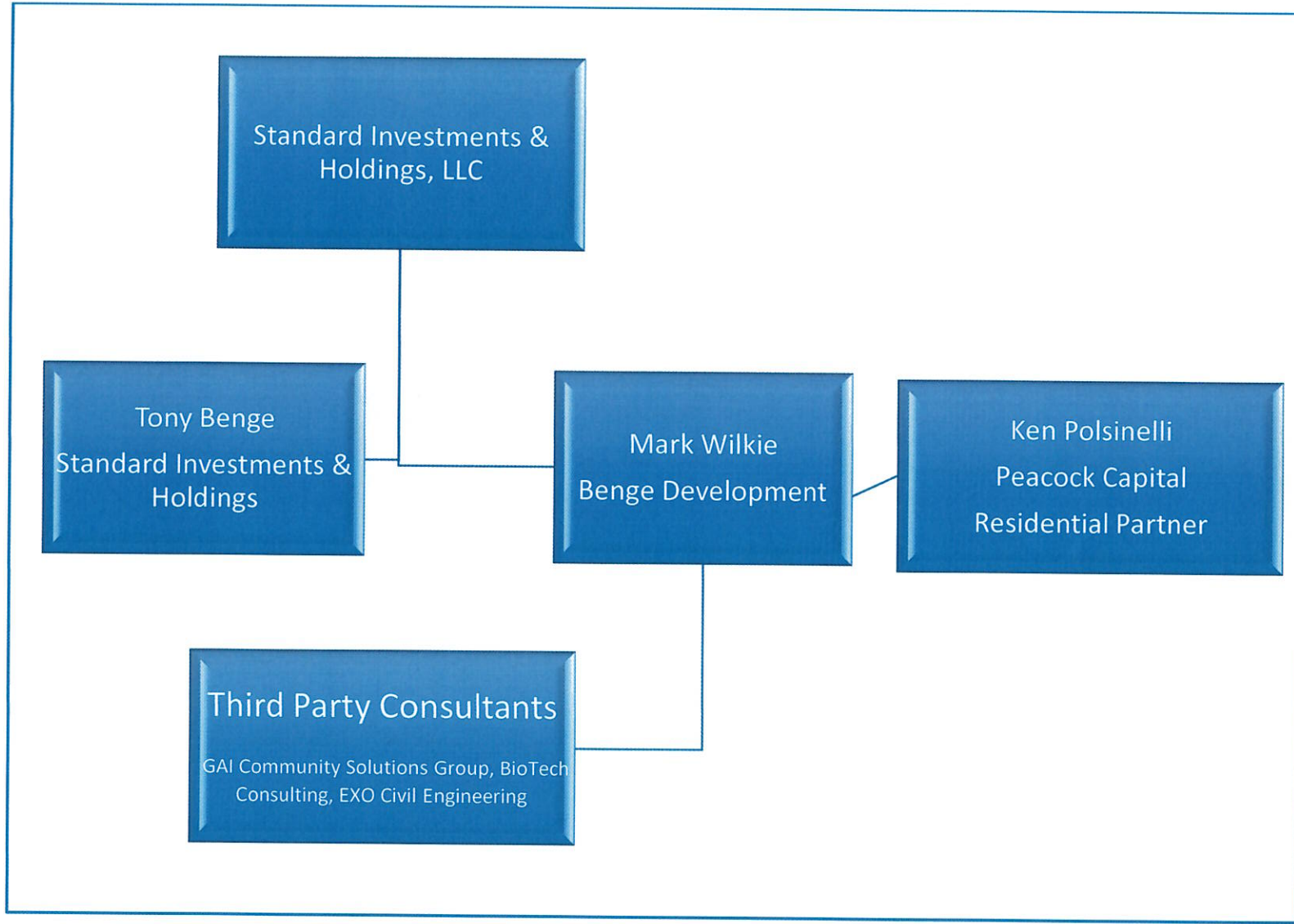
9. Optional Model but not encouraged if it can be expressed in 2 dimensions

We will not be submitting a 3-D model for this proposal.

II. DEVELOPMENT TEAM EXPERIENCE AND CAPABILITY

Development Team

1. Table of Organization – Graphic Representation



Bios of Key Development Team Members

2. Key Development Team Members' Certifications and registration with regulatory agencies, professional organizations

Included in Bio of each team Member.



Tony M. Benge

President

Professional Experience

Tony Benge is President of Benge Development Corporation and has successfully developed over twenty five large-scale projects in the Central Florida market since 1994 with over fifteen thousand residential lots. These projects include mixed-use communities such as EastWood, JB Ranch, and Traditions. BDC has twenty years of experience identifying, planning, permitting and fully developing residential and commercial projects. Commercial projects include Medical Office complexes, Assisted Living Facilities and retail outlets such as Chick-fil-a, Panera Bread, Starbucks, Publix and Marriott Hotels. Mr. Benge has been the Chairman of the Blanchard Park YMCA Board, a current Board member and Chair of the Downtown Orlando YMCA and Junior Achievement of Central Florida

Tony lives in Winter Park, Florida with his wife Robyn and his daughter Anna attends the University of Central Florida

EDUCATION

Westminster Schools—Atlanta, Ga.

Rollins College—BA Economics

University of Central Florida—MBA

PROFESSIONAL AND PHILANTHROPIC AFFILIATIONS

International Council of Shopping Centers—Member

Board of Realtors—Member

Central Florida YMCA—Board Member, Current Chairman

Greater Orlando Builders Association - Member

CURRENT PROJECTS

Floridian Town Center - 110 Acre Mixed-Use Development in Apopka

Engelmann Pointe - 65 acre Mixed-Use with waterfront Development in Apopka

Parkview at Brownwood - 44 acre Mixed-Use Development in The Villages

North Shore - 35 acre parcel Mixed-Use Development in Lake Nona, Florida







Mark Wilkie

Principal

Professional Experience

Mark Wilkie is a 35-year Real Estate Executive with a successful track record of team building, creating operational platforms, executing projects from land acquisition to asset disposition, and developing profitable strategies in geographically diverse multifamily portfolios exceeding \$800,000,000 and over 11,000 units. Mark has served as Vice President of Operations and Asset Management at an international boutique equity firm where he coordinated all aspects of asset management and property management supervision for the existing U.S. portfolio valued at over \$750,000,000. There and at his most recent opportunity Mark oversaw the disposition of assets valued at more than \$300 million. Mark has also held a variety of senior student housing positions. During his tenure with these companies he played an integral role in developing over 20 multi-family properties eight of which were completed in 18 months in 7 states in a public private partnership structure. Mark has personally managed high rise, mid rise, and traditional garden style walk up properties.

Education

B. A., University of South Florida

Designations

CCIM Certified Commercial Investment Member

CPM Certified Property Manager, Institute of Real Estate Management Member IREM Chapter 44

Licenses

FL Real Estate Broker BK3012942

Professional Associations

Past President, North Central Florida Apartment Association

Past Vice President, North Central Florida Apartment Association

Past Florida Delegate, Florida Apartment Association for National Apartment Association



KENNETH P. POLSINELLI

MANAGING PARTNER

Mr. Polsinelli is the Founder and Managing Partner of Peacock Capital, LLC. Peacock Capital is a real estate investment and advisory firm primarily focused on acquiring, operating and owning multifamily communities in central Florida. Since its inception in 2016, the firm and its strategic partners have acquired 22 multifamily communities directly from private owners and in the open market. These communities are located throughout greater central Florida and are all positioned for long-term cash flow. The portfolio has grown at a significant pace as Peacock has been able to leverage over 20 years of relationships with real estate professionals, local owners, third party service providers and lenders. Mr. Polsinelli's direct involvement includes sourcing properties, negotiating contracts, financing, executing on the business plan, asset management and creating value for investors. Ken has been active in central Florida since January 1999. Peacock Capital also provides receivership and asset management services for complex real estate transactions. Prior to launching Peacock Capital, Mr. Polsinelli served as Chief Real Estate Officer for McKinley, Inc., a national real estate investment company, where he was also a shareholder. In his role as CREO, Ken was responsible for all real estate acquisitions, dispositions and financing as well as asset management for a multi-billion dollar portfolio. He began with the firm in 1999 as Assistant to the Chief Operating Officer and gained increasing responsibility over time to become Chief Real Estate Officer. Over the course of this seventeen-year career, Ken also led the creation of a third-party fee management group with a specific focus on distressed real estate and led the redevelopment of numerous multifamily and commercial assets producing hundreds of millions of dollars in value for the company. Mr. Polsinelli also led the construction of several ground up development projects including an 132 unit senior housing project using LIHTC equity and 221(d)(4) HUD debt, the addition of new buildings at existing communities, and newly constructed Class A apartments. His extensive capital markets background includes transacting with Freddie Mac, Fannie Mae, HUD, CMBS, Commercial Banks and Life Insurance Companies. In addition, he has been personally named, or served on behalf of the firm, as a court appointed receiver in over 100 cases. He has acquired, sold, and financed over \$2.2 billion of real estate across 20 states throughout his career. Ken recently served as an adjunct instructor in the Dr. P. Phillips Real Estate Institute at the University of Central Florida where he taught Real Estate Analysis and Finance. He previously served as a co-instructor for the Real Estate Analysis class at the Crummer Graduate School of Business at Rollins College. Ken is a licensed real estate broker in Florida and Georgia. He resides with his family in Winter Park, FL.

LEGAL NOTICE

NOTICE OF DISPOSAL OF APPROXIMATELY 3.43 ACRES OF PROPERTY LOCATED IN THE COMMUNITY REDEVELOPMENT AREA BY THE APOPKA COMMUNITY REDEVELOPMENT AGENCY

The City of Apopka (City) hereby gives notice pursuant to Section 163.380(3)(a), Florida Statutes, as owner of the named real properties listed by folio numbers at the bottom of this notice and the legal description attached hereto as Exhibit "A," of its intent to dispose of said properties (or portions thereof) and to invite proposals from qualified developers for the redevelopment of said property. The City and the Apopka Community Redevelopment Agency (CRA) envision a multi-use project including affordable housing, downtown public parking, an extension of the Downtown Apopka Trail, and construction of public event space. The City anticipates that approximately 1 acre of the property noticed for disposal herein may be retained by the City for construction of public event space to be completed by the successful proposer.

Pursuant to Section 163.380(3)(a), Florida Statutes, prior to disposition of any real property in a community redevelopment area, the City or CRA shall give public notice of such proposed disposition by publication in a newspaper having a general circulation in the community, at least 30 days prior to the execution of any contract to sell, lease, or thereto. The City or CRA shall consider all such redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out. The City or CRA may negotiate with any persons for proposals for the conveyance of any real property acquired by it in the community redevelopment area. The City or CRA may accept such proposals as it deems to be in the public interest and in furtherance of Chapter 163, Part III, Florida Statutes.

Section 163.380(2), Florida Statutes, requires that such real property be conveyed at a value determined to be in the public interest for uses in accordance with the community redevelopment plan and in accordance with such reasonable disposal procedures as the City or CRA may prescribe. In determining the value of real property is in the public interest and that the proposed use is in compliance with the community redevelopment plan, the City or CRA will take into account and give consideration to:

1. The long-term benefits to be achieved by the City based on the proposed use when compared to any potential short-term losses or costs in the disposal of such real property; and
2. The appraised value; and
3. The uses provided for in the community redevelopment plan and any other pertinent redevelopment or land use plans; and
4. The restrictions upon the property, and any covenants, conditions, and obligations assumed by the purchaser of the property.

In the event the real property is conveyed for less than the fair value, such disposition requires the approval of the governing body of City which approval may only be given following a duly noticed public hearing. Further the City or CRA may provide in any instrument of conveyance to a private grantee that such grantee is without power to sell, lease, or otherwise transfer the real property without the prior written consent of the City or CRA until the purchaser has completed the construction of any or all improvements proposed in the response to this advertisement. The City or CRA may require other covenants as part of the conveyance process.

Any party interested in submitting a proposal for redevelopment of the properties listed below is hereby notified that sealed proposals to acquire said property must be received on or before 4:00 p.m. on February 12, 2024, by the City/CRA, Apopka City Hall, 120 East Main Street, Apopka, Florida, 32703. Proposals received after that date will not be considered. Any such offer must include a description of the proposed development that would be built on the properties, and documentation of the legal ability of the proposer, and availability of funding, to complete the development. Conditions of acceptance of any such proposals may include a right of repurchase of the properties at the conveyance value. The City or CRA may further negotiate terms and conditions of the purchase of the properties. The City or CRA may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of Chapter 163,

Part III, Florida Statutes.

Further information as may be available regarding the foregoing may be reviewed at the Purchasing Division, located at 120 East Main Street, Apopka, Florida, 32703 or by e-mailing Jessica Pugh, Purchasing Administrator, at jpugh@apopka.net.

FOLIO NUMBERS: 09-21-28-0196-50-050, 09-21-28-0196-50-121, 09-21-28-0196-50-122, 09-21-28-0196-50-610, 09-21-28-0196-51-260, 09-21-28-0196-51-390, and 09-21-28-0196-51-400

The approximate value of this property is \$ 900,000. The approximate value of the real property, as determined by the City or its agents, is available at Apopka City Hall, 120 East Main Street, Apopka, Florida, 32703. Anyone for or against this property sale will be given the opportunity to speak at the public hearing.

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE APOPKA CITY COUNCIL AND/OR CRA BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETINGS OR HEARINGS WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

Persons with disabilities requiring accommodation in order to participate should contact the City Clerk at (407) 703-1704 at least five business days prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) Newspaper Ad: January 12, 2024

Exhibit A

Station Street Project area
DESCRIPTION: (BY THIS SURVEYOR) A portion of The Town of Apopka, according to the plat thereof, as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida, lying in Section 9, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Lot 142, Block E, The Town of Apopka, according to the plat thereof, as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida, said point also lying on the Northeasterly right of way line of the CSX Railroad, per Right-of-Way and Track Map V02083 Seaboard Air Line Railway Co. Lake Charm Branch; thence North 50°42'52" West, a distance of 361.47 feet along said Northeasterly right of way line to the East line of the West 30 feet of Lot 135, Block E, Per Official Record Book 501, Page 357 and Deed Book 205, Page 354, Public Records of Orange County, Florida; thence North 39°19'53" East, a distance of 24.13 feet along said East line; thence departing said East line, North 50°42'52" West, a distance of 63.85 feet; thence North 89°30'23" West, a distance of 38.51 feet to the aforementioned Northeasterly right of way line of the CSX Railroad; thence North 50°42'52" West, a distance of 304.11 feet along said Northeasterly right of way line to the East right of way line of Lake Avenue, per said plat; thence North 00°05'48" East, a distance of 71.87 feet along said East right of way line to the Southerly right of way line of Station Street, per said plat; thence South 50°54'57" East, a distance of 167.42 feet along said Southerly right of way line to the Southerly extension of the West line of Lot 5, Block E, said plat of The Town of Apopka; thence North 39°12'56" East, a distance of 205.25 feet along said Southerly extension and said West line to the centerline of an Unnamed Alley, per said plat; thence South 51°24'27" East, a distance of 200.01 feet along said centerline to the Northerly extension of the West line of Lot 9, Block E, said plat of The Town of Apopka; thence South 39°12'56" West, a distance of 10.00 feet along said Northerly extension to the North line of said Lot 9; thence South 51°24'27" East, a distance of 36.25 feet along said North line to the East right of way line of a 15.00 foot wide alley, per Official Record Book 574, Page 17, Public Records of Orange County, Florida; thence North 00°02'57" East, a distance of 25.43 feet along said East right of way line to the South line of Lot 19, Block E, said plat of The Town of Apopka; thence South 89°47'37" East, a distance of 10.00 feet along said South line to the West line of lands described in Official Record Book 10808, Page 3862, Public Records of Orange County, Florida; thence South 00°02'57" West, a distance of 50.00 feet along said West line to the South line of said lands; thence South 89°47'37" East, a distance of 140.00 feet along said South line to the West right of way line of Central Avenue, per said plat; thence South 00°02'57" West, a distance of 425.97 feet along said West right of way line to the POINT OF BEGINNING.

Total: 3.43 acres
Publish: The Apopka Chief
January 12, 2024

175585



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 3.

Meeting Date: February 21, 2024

Department: Public Services

SUBJECT:

FY 23-24 Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project

REQUEST:

City Council approval of Amendment 4 of SJRWMD Cost-Share Contract #33662, reflecting an additional \$1,178,737.50 for this proposal, which represents 75% of the total cost.

SUMMARY:

The IDWTS Conversion Program includes installing an additional ninety (90) OnSyte units in the Wekiva Glen neighborhood. The presentation attached summarizes the history of the existing conversion program and its future needs.

FUNDING SOURCE:

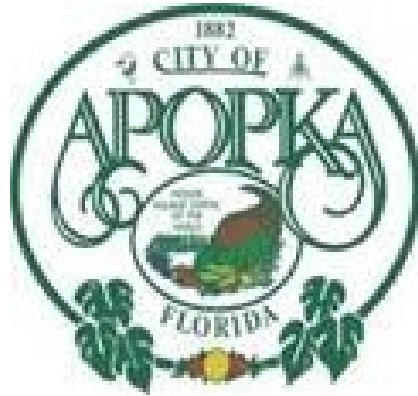
FY 23-24 401 Reclaimed Operating Fund 401-3121-535-6300 of \$332,000.

RECOMMENDED MOTION:

1. Approve the IDWTS Conversion Program Amendment 4 Cost-Share update, which will add, to our budget, an additional \$1,162,500 plus the balance of the original agreement, which is \$16,237.50, to bring the total to \$1,178,737.50 to make this project realized.
2. Adopt Resolution #2024-03 for the minimum conditions for the Individual Distributed Wastewater Treatment Systems for the stakeholders.
3. Approve the use of the Master Services Agreement with its amendment defining what repairs and replacements are covered under the operation and management provisions.

ATTACHMENTS:

1. Presentation of the City of Apopka's Individual Distributed Wastewater Treatment System
2. RESOLUTION #2024 - 03
3. OnSyte_Master Service Agreement
4. Onsyte - City of Apopka - MSA First Amendment



City of Apopka Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project February 21, 2024

SJRWMD Cost Share Agreement Amendment 4

Recap of Previous Presentations

- ◆ On October 18th 2023, staff presented Amendment #4 to SJRWMD Cost Share #33662 for the continuation of the Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project in the Wekiva Glen Neighborhood.
 - This Amendment adds \$1,162,500 to the existing cost share agreement to continue this project
 - It extends the completion deadline to March 30, 2025.
- ◆ The original intent of the Cost Share's is to help cover the costs to install technologically advanced nutrient removal units in the Priority Focus area of Wekiva Springs
 - This cost share requires that traditional septic tanks are replaced with Nutrient Reducing units that will have an average total nitrogen of 20mg/L prior to the drain field.
 - This does not hold us to a specific vendor.
 - OnSyte Performance LLC is the only Sequencing Batch Reactor (SBR) IDWTS vendor vetted by FDEP Florida Marketplace that can preform complete turnkey operation of these units.

Recap of Previous Presentations

- ◆ Several questions were raised by Council at the October 18th 2023 presentation and answers were provided at the November 15th 2023 presentation on:
 - Who is responsible for the units?
 - Life Span of the Units?
 - Repairs to the existing units?
 - Cost of long term ownership?
 - Benefits of the systems?
 - What is the long term strategy for the program?
 - How much would it cost to convert these home owners to central sewer?

Recap of Previous Presentations

- ◆ At the conclusion of the November 15th 2023 presentation, Council gave specific directions to add the following items to the existing program for their final consideration of the program. Those directions were:
 - Clarity on the IDWTS program, installation, and maintenance and the responsibility of each party.
 - Add verbiage either by Resolution or through the Installation and Maintenance Contracts with future and existing Property Owners about who would be responsible to cover the full cost of replacement at the end of the service life of the unit.

Current Situation

- ◆ Between the November 2023 presentation and present, Council members met with representatives of OnSyte to discuss their concerns with the current program, and for any future installations
 - During this meeting OnSyte agreed to revise the Master Services Agreement to clarify language about exactly what is covered under the Service portion of the agreement including full replacement of the units if they fail or reach the end of service life.
- ◆ Based on the directions at the November 2023 presentation, we have prepared Resolution #2024-03, which depicted the minimum conditions of approval for the Individual Distributed Wastewater Treatment Systems (IDWTS) conversion.

Main Items of the Resolution #2024-03

- The City wishes to expand the Project and integrate individual Distributed Wastewater Treatment Systems (IDWTS) in the Wekiva Glen Neighborhood.
- Participation in the Project is voluntary and any installation of an IDWTS unit requires submittal of an application, approval by the City, and is subject to certain standards and conditions.
- In order to facilitate the conversion of septic tanks to IDWTS units on private properties, the City wishes to establish the minimum standards and conditions for each participating party.

Main Items of the Resolution #2024-03, continued:

- ◆ SECTION 2. “Property Owner Responsibilities” as set forth in full in **Exhibit A**,
- ◆ SECTION 3. “OnSyte Performance LLC Responsibilities” as set forth in full in **Exhibit B**,
- ◆ SECTION 4. “City of Apopka Responsibilities” as set forth in full in **Exhibit C**,
- ◆ SECTION 5. The City of Apopka’s “Septic to Distributed Sewer Customer Application” as set forth in full in **Exhibit D**, and
- ◆ SECTION 6. The City of Apopka’s “Utility Service and Hold Harmless Agreement” as set forth in full in **Exhibit E**

Highlights of the Property Owner Responsibilities

- ◆ Pay the monthly service fee and program initiation fee, the same as paying the account and monthly billing fees to connect to sewer.
- ◆ Provide a working, up to code drain field.
- ◆ Full cost of any repairs if the unit is damaged by the property owner.
- ◆ Not removing the unit unless connecting to the City's Central Sewer system.
- ◆ Not discharging unallowed items to the unit.
- ◆ Not attempting repair to the units themselves.
- ◆ Not disconnecting power to the unit.

Highlights of the OnSyte Performance LLC Responsibilities

- ◆ Obtain all required permits.
- ◆ Maintain any required licenses and insurance.
- ◆ Make a pre-site visit to locate any utilities, inspect the existing drain field, and preform any other needed upgrades to allow for installation of the unit.
- ◆ Pump out the existing septic tank and legally abate it.
- ◆ Provide all labor, materials, and equipment for installation and maintenance of the units.
- ◆ Restore the site to the property owners' satisfaction per the contract.
- ◆ Installation and continuous monitoring of the SCADA system.
- ◆ All operations and Maintenance per the Master Services Agreement.
- ◆ Responding to customer complaints and alarms in a timely manor.
- ◆ During the term of the Master Services agreement full replacement of the unit if it were to fail or reach the end of its service life.

Highlights of the City of Apopka's Responsibilities

- ◆ Monitor the work of OnSyte Performance LLC during installation and through the life of the Master Services Agreement.
- ◆ Monitor and verify all data from OnSyte submitted to the FDEP.
- ◆ Collect the monthly maintenance fees and pay the monthly Bill to OnSyte.
- ◆ Pay the monthly sample analysis fees.
- ◆ Take over the operation and maintenance of the units if the Master Services agreement ceases for any reason.

Council Requested Actions

- ◆ Approve SJRWMD Cost Share Amendment #4 which with the addition of existing funds, equal \$1,178,737 to fully realize the project.
- ◆ Adopt the Resolution No. 2024-03 for the Minimum Conditions for the Individual Distributed Wastewater Treatment Systems defining the following:
 - Property Owner Responsibilities
 - OnSyte Performance LLC Responsibilities
 - The City of Apopka Responsibilities
 - The Septic to Distributed Sewer Customer Application
 - The City of Apopka Utility Service Hold Harmless Agreement
- ◆ Approve the use of the Master Services Agreement with its amendment defining what repairs and replacements are covered under the operation and maintenance provisions.

RESOLUTION NO. 2024-03

**A RESOLUTION OF THE CITY OF APOPKA, FLORIDA,
ADOPTING THE MINIMUM CONDITIONS OF APPROVAL
FOR THE INDIVIDUAL DISTRIBUTED WASTEWATER
TREATMENT SYSTEM CONVERSION PROJECT;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on October 18th, 2023, City staff, in conjunction with the Florida Department of Environmental Protection (the “FDEP”) and the St. Johns River Water Management District, updated the City Council on the City’s Individual Distributed Wastewater Treatment System (“IDWTS”) Conversion Project (the “Project”); and

WHEREAS, based on the ongoing success of distributed wastewater treatment systems, the City wishes to expand the Project and integrate individual treatment systems into the Wekiva Glen Neighborhood; and

WHEREAS, participation in the Project is voluntary and any installation of an IDWTS unit requires submittal of an application, approval by the City, and is subject to certain standards and conditions; and

WHEREAS, in order to facilitate the conversion of septic tanks to IDWTS units on private properties, the City wishes to establish the minimum standards and conditions for each participating party; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA:

SECTION 1. The findings set forth in the recitals above are adopted and fully incorporated herein as legislative findings of the City Council.

SECTION 2. The "Individual Distributed Wastewater Treatment System Minimum Standard Conditions for Installation: Property Owner Responsibilities" as set forth in full in **Exhibit A**, which is attached hereto and incorporated herein, is hereby adopted by this Resolution and in the future reference to such conditions may be made by reference to this Resolution. Copies of this Resolution, including incorporated exhibits, shall be kept on file with the Clerk's Office and be available for distribution.

SECTION 3. The "Individual Distributed Wastewater Treatment System Minimum Standard Conditions for Installation and Maintenance: OnSyte Performance LLC Responsibilities" as set forth in full in **Exhibit B**, which is attached hereto and incorporated herein, is hereby adopted by this Resolution and in the future reference to such conditions may be made by reference to this Resolution. Copies of this Resolution, including incorporated exhibits, shall be kept on file with the Clerk's Office and be available for distribution.

SECTION 4. The "Individual Distributed Wastewater Treatment System Minimum Standard Conditions for Installation and Maintenance: City of Apopka Responsibilities" as set forth in full in **Exhibit C**, which is attached hereto and incorporated herein, is hereby adopted by this Resolution and in the future reference to such conditions may be made by reference to this Resolution. Copies of this Resolution, including incorporated exhibits, shall be kept on file with the Clerk's Office and be available for distribution.

SECTION 5. The City of Apopka's "Septic to Distributed Sewer Customer Application" as set forth in full in **Exhibit D**, which is attached hereto and incorporated herein, is hereby adopted by this Resolution and in the future reference to such conditions may be made by reference to this Resolution. Copies of this Resolution, including incorporated exhibits, shall be kept on file with the Clerk's Office and be available for distribution.

SECTION 6. The City of Apopka's "Utility Service and Hold Harmless Agreement" as set forth in full in **Exhibit E**, which is attached hereto and incorporated herein, is hereby adopted by this Resolution and in the future reference to such conditions may be made by reference to this Resolution. Copies of this Resolution, including incorporated exhibits, shall be kept on file with the Clerk's Office and be available for distribution.

SECTION 7. SEVERABILITY. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Resolution and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 8. CONFLICT. All resolutions or part thereof in conflict herewith are, to the extent of such conflict, repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

This Resolution is adopted this _____ day of _____, 2024.

ATTEST:

Bryan Nelson, Mayor

Susan Bone, City Clerk

APPROVED AS TO FORM:

Clifford Shepard, City Attorney

"EXHIBIT A"

Individual Distributed Wastewater Treatment Systems Minimum Standard Conditions for Installation and Maintenance: PROPERTY OWNER RESPONSIBILITIES

A Property Owner approved by the City of Apopka (the "City") for installation of an Individual Distributed Wastewater Treatment System ("IDWTS") unit shall provide the following:

1. Set up a sewer account and pay the IDWTS Conversion Project initiation service fee of \$35.00 to the City's Utility Billing Department.
2. Pay the monthly service fee of \$46.00, which is added onto his or her monthly City Utility Bill. This fee will increase a minimum of 3% annually based on inflation and operating costs. In addition, the Property Owner shall be separately responsible for and pay any extraordinary or additional costs and expenses that arise out of or from an IDWTS unit installation or connection unique to the subject Property with relation to the drain field.
3. Provide a working, up-to-code septic drain field located on his or her property. The Property Owner shall maintain the septic drain field and is solely responsible for all costs associated with proper maintenance or replacement.
4. Remit the full cost of any repair work or replacement of the IDWTS unit upon the City's determination that the IDWTS unit was damaged or destroyed, either intentionally or negligently, by the Property Owner or the Property Owner's invitee.
5. Provide right-of-way access to the City and its agents to install, maintain, test, and repair the IDWTS unit or its system components. The Property Owner acknowledges and agrees that only City personnel or its agents may service the unit. Attempted repair by anyone other than trained and qualified City personnel may cause serious injury or death or may damage the IDWTS unit or other property.
6. Prior to the installation of the unit, allow for the repair or upgrade of the home electrical system at the Property Owner's expense, if required.
7. The IDWTS unit is a permanent fixture on the Property, and the Property Owner agrees that the unit may not be disconnected or removed unless the Property Owner chooses to or becomes required to connect to the City's sanitary sewer system, in compliance with City Code.
8. Provide a continuous and uninterrupted supply of electric current to the IDWTS unit. Any instance in which the supply of electricity to the IDWTS unit pump, panel, or other electrically operated IDWTS component is interrupted, whether by disconnection of electric utility service or otherwise for any reason, will be immediately reported to the City and may trigger a site visit by a repair technician. The Property Owner shall pay or cause payment of all charges and fees that may arise from such temporary interruption, except when the interruption was necessary for maintenance or repairs, or such interruption is beyond the control of the Property Owner or utility user.

9. Refrain from discharging or allowing others to discharge the following materials into the IDWTS unit: plastic, cloth, cigarette stubs, paper towels and tissue paper, acids or caustics, soaps or cleaning materials which have a high or low pH factor (use low suds detergents if possible), disposable diapers, rubber products, automatic toilet disinfection products, excess grease or fatty materials, motor oils, grease, kerosene, gasoline, paints, or backwash from water softeners or reverse osmosis systems.
10. Prevent children or others from playing on or near the IDWTS unit or associated components, as it could result in serious harm or death.
11. Refrain from opening, altering, or otherwise modifying the control panel for the IDWTS unit.

“EXHIBIT B”

Individual Distributed Wastewater Treatment Systems Minimum Standard Conditions for Installation and Maintenance: ONSYTE PERFORMANCE LLC RESPONSIBILITIES

Upon approval from the City of Apopka (the “City”) to install and maintain an Individual Distributed Wastewater Treatment System (“IDWTS”) unit on a particular property, OnSyte Performance LLC (“OnSyte”) shall provide the following:

1. Prior to installation, obtain all permitting necessary to install, maintain, and operate the IDWTS units from the Florida Department of Environmental Protection (the “FDEP”).
2. Prior to installation, secure all required performance and payment bonds.
3. Maintain and keep active all operational licenses required by federal, state, or local law throughout the course of service.
4. Purchase and maintain proper insurance, as determined and authorized by the City.
5. Prior to installation, provide the City with proper plans and specifications, as designed by a Florida licensed professional engineer, which meet the requirements provided in the FDEP Guidance Documents for IDWTS units.
6. Prior to installation, assess the proposed property, verifying and documenting any existing septic tank, drain field, and any other improvement, including underground utilities and irrigation systems. During such assessment, OnSyte shall inspect the drain field to determine whether the field can adequately meet the operational requirements of the IDWTS unit. OnSyte shall notify the City and the Property Owner if the Owner’s drain field fails to meet said requirements.
7. Be responsible for the installation, operation, and maintenance of all IDWTS units during the term of the Master Service Agreement or other contract, including:
 - a. Providing pump out services for a Property Owner’s existing septic tank.
 - b. Providing all labor, materials, and equipment necessary to properly install and maintain each IDWTS unit.
 - c. Restoring the site of the IDWTS unit installation with sod, mulch, or other material to the reasonable satisfaction of the Property Owner.
 - d. Continuously monitoring the IDWTS unit through the Supervisory Control and Data Acquisition (“SCADA”) system.
 - e. Inspecting the location of each IDWTS unit at least twice per year.
 - f. Maintaining and/or repairing all IDWTS units, as necessary, pursuant to the Master Service Agreement, as amended, or other contract executed by the City and OnSyte.

- g. Ensuring compliance with all FDEP permit requirements, as applicable, including but not limited to, delivering samples to a certified lab of the City's choosing and submitting monthly discharge monitoring reports and malfunction reports.
 - h. Responding to complaints and/or service requests by Property Owners in a timely manner.
 - i. Responding to system alarms in a timely manner.
 - j. Re-seeding the IDWTS unit as required, should the dwelling become vacant for a period of longer than ninety (90) days.
 - k. Following all other conditions of the Master Services Agreement, as amended, and any other contract executed by the City and OnSyte.
8. Provide proper legal abatement for each property's existing septic tank.

"EXHIBIT C"

Individual Distributed Wastewater Treatment Systems Minimum Standard Conditions for Installation and Maintenance: CITY OF APOPKA RESPONSIBILITIES

The City of Apopka (the "City") shall provide the following relating to the City's Individual Distributed Wastewater Treatment System (IDWTS) Conversion Project:

1. Oversee the application, approval, and installation process of each IDWTS unit.
2. Collaborate and assist OnSyte Performance, Inc. ("OnSyte") with complying with permits issued by the Florida Department of Environmental Protection (the "FDEP"), as applicable.
3. Monitor all data generated by OnSyte for completeness and accuracy.
4. Take steps to ensure that complaints and/or requests for service by Property Owners are timely addressed and that any needed repairs are completed in a timely manner.
5. Charge and collect the monthly service fees from each Property Owner.
6. Pay OnSyte a monthly maintenance fee to be determined in writing by OnSyte and the City.
7. Pay the monthly sample analysis fees to an environmental laboratory of the City's choosing, which is certified by the National Environmental Laboratory Accreditation Program, as required by FDEP permits.
8. In the event of the termination of the Master Service Agreement between the City and OnSyte, the City shall take over the operation and maintenance of any IDWTS units, either directly or through a third-party contract.

"EXHIBIT D"

**City of Apopka Septic to Distributed Sewer
Customer Application**

150 E. 5th Street, Apopka, Florida 32703

Phone: 407-703-1727

Fax: 407-703-1630

PROPERTY OWNER NAME:

(One person only please)

SERVICE ADDRESS:

BILLING ADDRESS:

CUSTOMER'S HOME PHONE #: _____

ALTERNATE PHONE #: _____

DRIVER'S LICENSE #: _____

STATE: _____ DATE OF BIRTH: _____

The City of Apopka (the "City") has obtained funding from the St. Johns River Water Management District to operate its Septic to Distributed Sewer Program (the "Program") at little or no cost to eligible Property Owners. The Program will cover the cost of the initial screening, septic system inspection, septic tank abandonment, electrical service connection, new treatment unit installation, and sod or mulch (at the Property Owner's option) to cover the excavated area.

This is a voluntary program and Property Owners are subject to an inspection and approval process. Approval of each application shall be subject to and conditioned on compliance with the provisions contained herein, and all other applicable codes, laws, regulations, resolutions, and specifications provided by the City. The Florida Department of Environmental Protection considers individual distributed wastewater treatment systems ("IDWTS") a viable alternative to centralized domestic wastewater treatment facilities and traditional septic tanks. The IDWTS units offer an advanced nutrient-removal wastewater treatment process analogous to large wastewater treatment plants without the environmental risks posed by failing septic tanks. Once treated, the water is safely discharged underground, utilizing a properly designed drain field.

If the condition of the Property Owner's existing septic system or electrical system requires improvements, or if the location of the work is significantly obstructed by landscaping or

hardscaping, additional costs may be incurred. Such costs, if any, will be disclosed to the Property Owner in writing, following an inspection. The Property Owner will be under no obligation to proceed but may do so by submitting payment for any additional costs.

Once installed, the IDWTS unit will be serviced and maintained by the City or its agents for a monthly Distributed Sewer Service Fee. The fee will increase a minimum of 3% annually, at the City's sole discretion, based on inflation and operating costs. Beyond the monthly service fee, the Property Owner must bear the cost of maintaining, or replacing, if applicable, the Owner's drain field and will be responsible for the full cost of replacing the IDWTS unit upon the City's determination that the unit has reached the end of its service life, which will not occur before thirty years after the date of the unit's installation. In addition, the Property Owner is responsible for all costs associated with any damage or destruction, whether intentionally or negligently, to the IDWTS unit, system components, and/or the drain field.

The City of Apopka reserves the right to take action, including but not limited to terminating water services, against any Property Owner who fails to: pay any fees charged in relation to the IDWTS unit; properly maintain the property, including the drain field, in a manner that effectuates the successful operation of the IDWTS unit; and/or remit the full cost of replacing the IDWTS unit at end of the unit's service life.

Conversion and Installation

Conversion to Distributed Sewer is accomplished by replacing an existing septic tank with an IDWTS unit. This process is minimally invasive and typically involves the following steps:

1. A licensed electrician will install a dedicated circuit and a service disconnect box on the exterior wall of the home closest to the location of the IDWTS unit.
2. A utility locate will be performed to locate primary underground utility lines.
3. The existing septic tank will be pumped out and either abandoned in place or removed entirely.
4. A IDWTS unit will be installed underground either adjacent to or in the same place as the decommissioned septic tank. All proper connections will be made, and the unit will be tested to ensure successful operation.
5. The installation site will be leveled and sodded or mulched, at the Property Owner's option.

A typical installation takes one day or less and requires disruption of the Property's plumbing for approximately three hours. The Property Owner is responsible for repairing, upgrading, or otherwise ensuring the compatibility of the drain field prior to the installation of the IDWTS unit. Any electrical system repairs or upgrades deemed necessary for the compatible use of the IDWTS unit will be performed by the City or its agents prior to or during the unit's installation, at the Property's Owner's expense.

I, _____, the Property Owner, understand and agree that I am responsible for all applicable charges associated with the service requested and will continue to be responsible for ongoing Distributed Sewer Service Fees as long as the system remains in place. I have been provided with an estimate of additional costs, if any, and I understand and acknowledge that the City of Apopka is not responsible for these additional costs. I further understand that I shall be solely responsible for all costs associated with any damage or destruction to the IDWTS unit, associated structure, and/or the drain field, which arises out of or is caused by the intentional or negligent act of the Property Owner, or the Owner's invitees.

I further understand that once the IDWTS unit is installed, the system may not be disconnected or removed, and shall become a permanent fixture on the property, unless the property becomes lawfully connected to the City's wastewater system, or the unit reaches the end of its service life.

I understand the City charges utility bills monthly, and that payment is due within twenty (20) calendar days of the date of charge. I also understand that I am liable for late fees that may be charged based on payments made after the provided due date or any ongoing, outstanding balances.

I expressly agree to pay the non-refundable \$35.00 initiation of service fee, which will be charged on my first utility bill.

Installation Authorization:

Customer's Signature: _____ **Date:** _____

*******DO NOT WRITE BELOW THIS LINE, FOR OFFICE USE ONLY*******

Deposit Card #: _____ Work Order #: _____ Rcvd by: _____

Acct #: _____

"EXHIBIT E"

CITY OF APOPKA UTILITY SERVICE AND HOLD HARMLESS AGREEMENT

In consideration of the request for the initiation of service provided by the City of Apopka (the "City"), the undersigned applicant (the "Property Owner") and the City agree upon the following terms:

1. Prior to commencing the installation of an individual distributed wastewater treatment system ("IDWTS") unit, the Property Owner agrees to fully inspect the premises to determine that all taps and faucets are closed and that the service lines are not broken, punctured, or otherwise obstructed.
2. The Property Owner agrees that he/she will indemnify and hold the City, its officers, employees, and agents, harmless from, any and all loss, damage, action, claim, suit, judgment, cost, or expense for injury to persons (including death) or damage to property and improvements (including destruction), in any manner resulting from or arising out of the installation, replacement, maintenance or failure to maintain, use, existence, or removal of an IDWTS unit or its related components on the Owner's Property pursuant to the City's Septic to Distributed Sewer Program, except to the extent such loss or damage is caused by the gross negligence of the City or its officers, employees, or agents.
3. The Property Owner understands and agrees that installing, repairing, and replacing any underground service requires trenching or excavating. The City and/or its officers, employees, or agents will not be held responsible for any damage that may result to landscaping, trees, shrubbery, and other above-ground objects when work, such as trenching and excavating, is required to provide services to the Property. Further, the City and/or its officers, employees, or agents will not be responsible for providing erosion control measures, re-seeding or re-sodding lawns, or replacing gravel in the area(s) disturbed due to said services. **The Property Owner assumes full responsibility for any repair thereof.**
4. The Property Owner understands and agrees that trucks and equipment must access the Property to maintain the IDWTS unit and associated structures. While the City and/or its officers, employees, or agents agree to perform the services in a professional manner and use reasonable precaution to avoid or minimize damage to obvious above-ground objects such as paved driveways, curbs, gutters, trees, shrubbery, crops, sidewalks, and buildings, the City and/or its officers, employees, or agents will not be held responsible for any damage that may result as a result of the work required to provide service to said Property. **The Property Owner assumes full responsibility of any repair thereof.**
5. It is further agreed that any investigation or inspection that may be conducted by the agents of the City prior to initiation of service will not amount to an undertaking of any responsibility or liability and such inspection will not be considered a waiver of the City's reliance upon the Property Owner to fully inspect the premises prior to the initiation of

service, and to indemnify and hold harmless the City from any damages that may be subject to the above conditions. For Property Owners who have irrigation systems or secondary or auxiliary utilities, the City and its agents are not responsible for damage to such irrigation systems or utilities.

6. An initiation of service fee will be assessed and will appear on the Property Owner's first utility bill. The City reserves the right to withhold service connection until all required applications have been completed and approved and all deposits have been paid, or other contractual arrangements have been mutually agreed upon. Upon the City's approval of the Property Owner's application for service, the application shall constitute a service contract, which is subject to the conditions contained herein, and all other applicable City rules, regulations, rates, and policies.
7. The Property Owner shall remain the fee simple owner of his/her drain field and is responsible for any repair or replacement of said field. By application for and participation in the City's Septic to Distributed Sewer Program, the Property Owner agrees to ensure that the drain field remains accessible to the City and its agents at all times for inspection and proper maintenance and repair and poses no hazard to public health or safety.
8. **RIGHT-OF-WAY AND ACCESS.** By application for and participation in the City's Septic to Distributed Sewer Program, the Property Owner grants to the City and its agents an easement on and across the Property for access to the IDWTS unit and its related components. The Property Owner shall always keep the area around all IDWTS components readily accessible and unobstructed. For purposes of this subsection the term "accessible and unobstructed" means that no structures, plantings, fencing, or other improvements or fixed objects shall be constructed, installed, or placed on, above, in, or below the Property within five feet of any IDWTS components, excluding those installations necessary and a part of the IDWTS unit or its connections. The City may remove or cause removal of, at the Property Owner's expense and with no liability to the City, any such encroachment found by the City to inhibit or otherwise interfere with access to the IDWTS unit or any of its components. The Property Owner shall be responsible for any property restoration after such removal. The City and its agents shall have the right of ingress and egress over the subject Property at all reasonable hours to perform any installations, connections, inspections, maintenance, repairs, or other activities associated with the IDWTS unit. For purposes of this subsection "reasonable hours" means all daylight hours and hours after daylight for which an appointment has been made or any time when immediate repairs are necessary as determined by the City. The Property Owner shall provide the City and its agents with all necessary clearances and gate codes, if any, to access to the subject Property. Failure to provide such access may be grounds for discontinuance of service and relocation of equipment at the Property Owner's expense. Neither the City nor its agents shall be liable for trespass during the performance of these activities.
9. **TO PREVENT MALFUNCTION OF AN IDWTS UNIT, THE CITY PROHIBITS THE DISCHARGE OF CERTAIN MATERIALS INTO TOILETS OR DRAINS, INCLUDING BUT NOT LIMITED TO:** plastic, cloth, cigarette stubs, paper towels and tissue paper,

acids or caustics, soaps or cleaning materials which have a high or low pH factor (use low suds detergents if possible), disposable diapers, rubber products, automatic toilet disinfection products, excess grease or fatty materials, motor oils, grease, kerosene, gasoline, paints, or backwash from water softeners or reverse osmosis systems. Any damage to the treatment unit due to the discharge of prohibited materials will be repaired by the City or its agents at the Property Owner's sole expense.

10. TO FUNCTION PROPERLY, THE IDWTS UNIT MUST BE SERVICED ONLY BY A QUALIFIED PROFESSIONAL. ATTEMPTED REPAIR BY ANYONE OTHER THAN A QUALIFIED PROFESSIONAL MAY CAUSE SERIOUS INJURY OR DEATH OR MAY OTHERWISE DAMAGE THE UNIT OR RELATED PROPERTY. Any damage or destruction of the IDWTS unit or any of its components resulting from an attempt to repair any part of the system by any person or professional other than a qualified professional as designated by the City will be at the Property Owner's sole expense.
11. DO NOT DISCONNECT THE POWER TO THE IDWTS UNIT. DO NOT ALLOW CHILDREN TO PLAY ON OR AROUND THE UNIT. DO NOT OPEN THE CONTROL PANEL. The IDWTS unit requires access to power to operate and communicate with the City's utility operators or its agents. Any instance in which the supply of electricity to the IDWTS unit pump, panel, or other electrically operated IDWTS component is interrupted, whether by disconnection of electric utility service or otherwise for any reason, is immediately reported to the City and may trigger a site visit by a repair technician. The Property Owner shall pay or cause payment of all charges and fees that may arise from such temporary interruption, except when the interruption was necessary for maintenance or repairs or such interruption is beyond the control of the Property Owner or utility user.

Signature

Date

Name, Property Owner

City of Apopka Representative

MASTER SERVICES AGREEMENT

Jan. 7, 2021

This Master Services Agreement (the "**Agreement**"), dated as of ~~December 12, 2020~~ (the "**Effective Date**"), is made by and between OnSyte Performance, Inc., a Georgia corporation, with offices located at 300 Brogdon Road, Suwanee GA 30024, Ste 120 ("**OnSyte**") and the City of Apopka ("**Customer**"). Each of OnSyte and Customer may be referred to herein individually as a "**Party**" and collectively they are the "**Parties**".

BACKGROUND

OnSyte has developed technology to provide cost-effective domestic wastewater treatment services to locations beyond the reach of conventional sewer infrastructure. The Florida Department of Environmental Protection ("**FDEP**") has evaluated this technology and determined it to meet the requirements of Chapter 62-600, Florida Administrative Code, for Domestic Wastewater Facilities.

FDEP has developed a new category of domestic wastewater facility, called "Distributed Wastewater Treatment Systems" ("**DWTS**"), which involves centrally managed, decentralized treatment of domestic waste as an alternative to Onsite Sewage Treatment and Disposal Systems (septic tanks). The decentralized treatment is provided by individual "Distributed Wastewater Treatment Units" ("**DWTU**"), installed at the point of wastewater generation. These DWTUs are connected to a licensed wastewater operator using existing wireless data networks to a central management system (e.g. a Supervisory Control & Data Acquisition System or "**SCADA**"), and in this configuration, the DWTS functions like a public wastewater collection and treatment system but without the physical sewer connection to each end user.

Customer desires to provide domestic wastewater (sewer) services to end users within its jurisdiction which may be out of reach of its existing or planned conventional wastewater collection system. The decentralized nature of DWTS technology lends itself to the installation of one or more DWTU at one or more locations, each of which is centrally managed and operated by a licensed wastewater operator, and all of which are authorized by FDEP under a single DWTS Domestic Wastewater Facility permit.

Customer acknowledges that the continued legal occupancy of its residential and/or commercial units of development obligates Customer to continue make domestic wastewater (sewer) services available, whether through this Agreement, or other approved operating entity acceptable to the FDEP.

In consideration of the foregoing, the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 SERVICES AND OBLIGATIONS

1.1 OnSyte Services. OnSyte hereby agrees during the Service Term of each applicable DWTS Service Order to provide to Customer the domestic wastewater treatment (sewer) services to be performed by OnSyte as specified in this Agreement. The operational approach to this Agreement is a nested concept:

- 1.1.1 For the property(ies) within Customer's municipal boundary and any applicable franchise territories ("**DWTS Jurisdictional Area**"), a single DWTS permit will be obtained by OnSyte, and the DWTS will be operated by OnSyte, pursuant to a "DWTS Service Order" (defined below).
- 1.1.2 Within the DWTS Jurisdictional Area, one or more DWTU may be installed at one or more locations to serve residential or commercial units of development. Each DWTU will be configured, installed and commissioned by OnSyte pursuant to a "DWTU Task Order" (defined below). One or more DWTU Task Orders may be executed in connection with this Agreement and subject to any additional requirements provided in the corresponding DWTS Service Order.

1.2 **DWTS Service Order: System Services.** For purposes of this Agreement, “**DWTS Service Order**” means a written services order, in the form attached hereto as Exhibit A, that references this Agreement, is duly executed by the Parties, and details the DWTS and related platform delivery and system support services to be provided by OnSyte thereunder (the “**System Services**”) in accordance with this Section. Each DWTS Service Order shall specify, without limitation: (a) the DWTS Jurisdictional Area; (b) the initial term of such DWTS Service Order; (c) a designated Project Manager (defined in Section 1.6 below) for each Party; (d) any specific tasks to be performed by OnSyte as a part of such System Services; (e) any corresponding obligations of Customer (if any) thereunder; (f) all fees, costs or expenses for or associated with such services (the “**System Fees**”), including but not limited to applicable fees for professional and design services, consulting services, or estimates thereof; (g) any associated deliverables and corresponding target or due dates; and (h) any associated reporting requirements, documentation requirements, assumptions or contingencies.

1.3 **DWTU Task Orders: Deployment Services.** For purposes of this Agreement, “**DWTU Task Order**” means a written task order, in the form attached hereto as Exhibit B, that references this Agreement and corresponding DWTS Service Order, is duly executed by the Parties, and details the DWTU configuration, installation, commissioning and other services to be provided by OnSyte thereunder (collectively, “**Deployment Services**” and together with the System Services, the “**Services**” under this Agreement) in accordance with this Section. Each DWTU Task Order shall specify, without limitation: (a) the design wastewater flow, or corresponding number of dwelling units or designated uses of the proposed unit of development, as applicable, necessary to determine the appropriate treatment capacity of the DWTU; (b) the location where the DWTU is to be installed; (c) approximate start and end dates of such services; (d) a detailed description of such services and any specific tasks to be performed by OnSyte as part of such Deployment Services; (e) any corresponding obligations of Customer (if any) thereunder; (f) all fees associated with such Deployment Services (the “**Deployment Fees**”, and together with the System Fees, the “**Fees**” under this Agreement), including but not limited to applicable fees for professional and design services, implementation and installation services, consulting services, and hardware purchasing, or estimates thereof; (g) any associated deliverables and corresponding target or due dates; and (h) any associated reporting requirements, documentation requirements, assumptions or contingencies and relevant acceptance testing procedures and criteria.

1.4 **Change Orders.** Either Party may request changes to any DWTS Service Order or DWTU Task Order by written proposal to the other Party (a “**Change Proposal**”). The Parties shall work together in good faith to evaluate the impact of such proposed changes on the terms of each applicable Service Order or Task Order, and OnSyte shall prepare a written description detailing the nature and scope of any additional services required to implement such changes in the form attached as Exhibit C hereto (a “**Change Order**”). Each Change Order shall specify (to the extent applicable) any additional resources required, revised start or end dates, modified or additional Fees, and any other material and relevant information. Any Change Proposal for services outside the scope of or materially different from those set forth in the applicable DWTS Service Order or DWTU Task Order shall be deemed to be a request for new services and shall require a mutually acceptable new DWTS Service Order or DWTU Task Order.

1.5 **Obligations.** Under no circumstances shall either Party have any obligation or be liable for any Fees in connection with a given DWTS Service Order, DWTU Task Order or Change Order until such has been executed by both Parties. Each fully executed DWTS Service Order, DWTU Task Order or Change Order shall be attached to this Agreement, and all terms and conditions of this Agreement shall apply thereto.

1.6 **Project Managers.** Each Party will designate a “**Project Manager**” who will be the principal point of contact between the Parties for all matters relating to the applicable DWTS Service Order and any DWTU Task Order executed thereunder. A Party may designate a new Project Manager by written notice to the other Party. The applicable Project Managers for a given DWTS Service Order or DWTU Task Order executed thereunder will have overall responsibility for managing and coordinating the delivery of all

services thereunder, meet regularly regarding such services, and have the power and authority to make decisions with respect to actions to be taken by the Parties in the ordinary course of day-to-day management of the Services under such DWTS Service Order or DWTU Task Order executed thereunder.

1.7 OnSyte Personnel. OnSyte shall have sole authority to hire, fire, direct, control, discipline, reward, evaluate, schedule, supervise, promote, suspend or terminate, all OnSyte personnel. Additionally, OnSyte shall have sole responsibility for its personnel and for the compensation of its personnel assigned to perform services hereunder, including but not limited to payment of worker's compensation, disability and other income and other similar benefits, unemployment and other similar insurance and for withholding income and other taxes and social security.

1.8 Physical Access Rights. Customer will ensure that OnSyte is granted legal access to any Customer property or property of Customer's end-customers, for the purpose of testing, maintaining, repairing, Commissioning, or Decommissioning the DWTU, in accordance with the terms of this Agreement, the DTWS Service Order, and the applicable DWTU Task Order(s).

1.9 Inspection and Audit Rights. Except as otherwise specified in the applicable DWTS Service Order or DWTU Task Order, during reasonable hours and upon prior reasonable written notice to OnSyte and Customer, each shall be permitted to observe the services and related progress, in a manner that does not unreasonably interfere with the performance of such services. Additionally, except as otherwise specified in the applicable DWTS Service Order or DWTU Task Order, during the Term and for a period of three (3) months thereafter, during reasonable hours and upon prior reasonable written notice to OnSyte, Customer shall have the right to review OnSyte's records relating to its services, solely to the extent necessary for purposes of verifying costs billed to Customer hereunder and compliance with the terms of this Agreement, and provided that Customer may not audit the underlying costs of any Services provided as fixed-cost or flat-fee Services.

1.10 Subcontracting. OnSyte may subcontract the performance of any of the services to one or more third parties, provided, however, that OnSyte shall remain primarily liable and responsible to Customer for the performance of such services by its subcontractors, and shall monitor and manage such subcontractors.

1.11 Customer Requirements. Customer understands and agrees that OnSyte will be performing certain of the Services in reliance on specifications, designs, drawings, plans, and other documents and materials provided by Customer or by third parties on behalf of Customer ("Customer Requirements"). In no event shall OnSyte be liable for any loss, liability, harm, damage, cost, or expense resulting from compliance with Customer Requirements. Furthermore, in no event shall OnSyte's compliance with Customer Requirements be deemed to be an approval, endorsement, or ratification of such requirements.

2 ONSYTE SAAS PLATFORM.

2.1 Definitions. As used herein, "OnSyte SaaS Platform" means, collectively: (i) OnSyte's proprietary subscription-based, software-as-a-service platform (in object code format only), delivered via the internet, including access to the customer-accessible features and functionality of OnSyte's proprietary software (in object code format only) embedded on certain hardware devices provided by OnSyte, which facilitates the remote monitoring and operation of the DWTU (the "OnSyte Software"), (ii) any documentation related to the OnSyte SaaS Platform that is made available to Customer online or otherwise, as updated from time to time, and DWTU- and DWTS-related data, documentation and reports, generated by the OnSyte SaaS Platform, required to comply with the FDEP Permit (the "Documentation").

2.2 Grant of Usage Rights. Subject to the terms and conditions of the Agreement, including but not limited to timely payment of the applicable Fees, OnSyte hereby grants to Customer during the Service Term of each DWTS Service Order a non-exclusive, non-sublicensable, non-transferable personal right to access and use the OnSyte SaaS Platform, solely for Customer's internal business purposes.

2.3 Restrictions. Except as expressly permitted hereunder, Customer shall not and shall not permit or

authorize any third party to: (i) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any part of the OnSyte SaaS Platform; (ii) translate or create derivative works based on any part of the OnSyte SaaS Platform; (iii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make any part of the OnSyte SaaS Platform available to any third party; or (iv) access any part of the OnSyte SaaS Platform to develop or build a competitive product or service.

2.4 Suspension Rights. OnSyte may suspend or limit use of the OnSyte SaaS Platform for a violation of the restrictions set forth above, or if continued use may result in material harm to the OnSyte SaaS Platform or its users. OnSyte will notify Customer within a reasonable time of the grounds for the suspension or limitation. OnSyte will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

2.5 Modifications. The OnSyte SaaS Platform may be modified by OnSyte from time to time during the Service Term. OnSyte will inform Customer of modifications by email, the support portal, release notes, Documentation or the OnSyte SaaS Platform. Modifications may include optional new features for the OnSyte SaaS Platform which OnSyte makes generally available to its customers at no additional charge, which Customer may use subject to the then-current Documentation. If a modification is not required in order for the OnSyte SaaS Platform to continue to operate in compliance with applicable law and materially reduces the Cloud Service, Customer may terminate the DWTS Service Order applicable to the affected OnSyte SaaS Platform by providing written notice to OnSyte within thirty days after receipt of OnSyte's informational notice.

3 DWTU EQUIPMENT.

3.1 Definitions. As used herein, "Commissioned" means a FDEP Form 62-620.910(12) has been executed by both Parties to document the placement of a DWTU into service, "Decommission" or "Decommissioned" means a FDEP Form 62-620.910(9) has been executed by both Parties to document the abandonment of a DWTU or its removal from service, and "Control Unit" means the central processing unit of the DWTU, which contains the OnSyte Software and communicates with the DTWS.

3.2 Delivery Terms. Unless otherwise stated on the DWTU Task Order, OnSyte shall deliver the DWTU to the Customer DDP (Incoterms 2010) to the location shown on the DWTU Task Order or as otherwise agreed in writing by OnSyte.

3.3 Title; Risk of Loss. Unless otherwise stated on the DWTU Task Order, title and risk of loss for each DWTU shall pass to Customer at the time the DWTU is Commissioned.

3.4 Decommissioning. Customer understands and agrees that where OnSyte is permitted or required under the terms of this Agreement to Decommission a DWTU, OnSyte may, as part of the Decommissioning process, remotely disable the communications capabilities of the DWTU, remotely uninstall software from the DWTU, or, at its discretion, physically access the DWTU Control Unit and disable or uninstall software embedded therein.

4 FEES AND PAYMENT TERMS

4.1 Invoicing; Fees. Except as provided below, OnSyte will invoice Customer for all Fees, and Customer will pay OnSyte such Fees, as set forth in the applicable DWTS Service Order or DWTU Task Order.

4.2 Expenses. Except as otherwise expressly set forth in the applicable DWTS Service Order or DWTU Task Order, OnSyte shall invoice Customer in arrears on a calendar monthly basis for all costs and expenses incurred directly by OnSyte in connection with the performance of the services.

4.3 Payment Terms. Unless otherwise set forth in the applicable DWTS Service Order or DWTU Task Order, all Fees will be due net thirty (30) days from receipt of the corresponding invoice. If an invoice

remains unpaid following at least ten (10) days written notice by OnSyte, OnSyte may (reserving all other legal remedies and rights) suspend the Services, Decommission any or all DWTU's for which Fees have not been paid, or, following thirty (30) days written notice by OnSyte, terminate the Agreement.

4.4 **Increases.** OnSyte reserves the right, on an annual basis, to increase the System Fees by an amount which will not exceed the greater of: (a) three percent (3%), or (b) the year-over-year increase in the Consumer Price Index published by the U.S. Department of Labor.

4.5 **Net of Taxes.** All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer shall be solely responsible for payment of any Taxes, except for those Taxes based on the income of OnSyte.

5 PROPRIETARY RIGHTS AND RIGHTS IN DATA

5.1 **Definitions.** As used herein:

5.1.1 **"Intellectual Property"** means any and all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents and materials, and all Intellectual Property Rights in any of the foregoing.

5.1.2 **"Intellectual Property Rights"** means all worldwide patents, copyrights, trademarks, trade names, service marks, trade secrets, database rights and other intellectual property rights (whether or not registered or registerable).

5.1.3 **"Customer Data"** means any and all electronic data or information submitted by Customer directly to OnSyte.

5.1.4 **"Usage Data"** means any and all electronic data or other information obtained through Customer's or its end customer's use of the OnSyte SaaS Platform.

5.1.5 **"OnSyte Property"** means all Intellectual Property owned by OnSyte as of the Effective Date, all Intellectual Property acquired by or on behalf of OnSyte after the Effective Date, all Intellectual Property developed by or on behalf of OnSyte after the Effective Date, and all modifications, enhancements, improvements or derivative works based upon any of the foregoing.

5.2 **OnSyte Property.** Except as otherwise expressly provided hereunder or in an applicable DWTS Service Order, OnSyte shall be the sole and exclusive owner of OnSyte Property. Except as otherwise expressly stated herein or in an applicable DWTS Service Order, nothing in this Agreement grants, conveys or shall be construed to grant or convey to Customer any license, right, title or interest in or to the OnSyte Property or any portion thereof. Except as expressly permitted hereunder or under an applicable DWTS Service Order, Customer shall not and shall not permit or authorize any third party to: (a) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any OnSyte Property; (b) translate or create derivative works based upon any of the OnSyte Property; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the OnSyte Property available to any third party; or (d) use the OnSyte Property (or any part thereof) to develop or build a competitive product or service. Without limiting the generality of the foregoing, the OnSyte SaaS Platform, each portion thereof, and all modifications, enhancements and improvements thereof and derivative works based thereupon are deemed to be OnSyte Property and Confidential Information of OnSyte, and Customer agrees to treat them accordingly.

5.3 **Customer Data.** Customer hereby grants OnSyte: (A) during the Service Term, a limited, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable right and license to (i) copy, transmit, display, distribute, modify, create derivative works of and otherwise use the Customer Data in order to perform the Services, (ii) derive data therefrom ("Derived Data"), and (iii) allow third-party providers of third-party products to access Customer Data solely as required for the interoperation and troubleshooting

of such third-party products with the OnSyte SaaS Platform; and (B) during the Service Term and thereafter, an unrestricted, transferrable, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable right and license to copy, use, modify, distribute, display and disclose Customer Data (i) internally, for OnSyte's business purposes including, without limitation, product improvement (in particular, product features and functionality, workflows and user interfaces), development of new products and services, improving resource allocation and support, internal demand planning, training and developing machine learning algorithms, improving product performance, verification of security and data integrity, identification of industry trends and developments, creation of indices and anonymous benchmarking; and (b) internally or externally on an aggregate and anonymized basis, solely to the extent that the aggregate data does not include information that identifies or would reasonably be expected to identify Customer as the source of such data.

5.4 **Usage Data.** As between the Parties, Usage Data is and remains OnSyte Property. OnSyte hereby grants to Customer, during the Service Term of an applicable Service Order, a non-exclusive, non-transferrable, non-sublicensable right to access and view Usage Data to the extent provided to Customer by OnSyte through the OnSyte SaaS Platform.

6 TERM; TERMINATION

6.1 **Term.** This Agreement will be effective as of the Effective Date and continue until terminated in accordance with this Section 6 (the "Term"). Unless earlier terminated in accordance with this Agreement, the initial term of each DWTS Service Order shall commence as of the DWTS Service Order Effective Date set forth therein and continue for the period specified therein as the Initial Term (each an "Initial Service Term"). Except as otherwise specified in the applicable DWTS Service Order, each DWTS Service Order shall automatically renew for additional terms of the same length as the Initial Service Term (each, a "Renewal Term" and collectively with the Initial Service Term, the "Service Term" of such DWTS Service Order) unless terminated in accordance with such DWTS Service Order or unless either Party provides written notice of its intent not to renew the DWTS Service Order no later than sixty (60) days prior to the end of the Initial Term or then-current Renewal Term.

6.2 **Termination of Agreement.** Either Party may terminate this Agreement, a DWTS Service Order, or a DWTU Task Order: (a) if the other Party breaches any material term or condition of, as applicable this Agreement, the DWTS Service Order, or the DWTU Task Order and fails to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days after written notice of such breach, except payment obligations, for which there is no cure period; (b) immediately upon written notice if the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (c) immediately upon written notice if the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing; (d) immediately upon written notice if the other Party ceases to do business, or otherwise terminates its business operations; or (e) upon at least sixty (60) day's written notice to the other Party, with respect to this Agreement, at any time when all DWTS Service Orders and any DWTU Task Orders executed thereunder have been terminated or expired.

6.3 **Limitations.** Customer acknowledges that domestic wastewater treatment (sewer) services provided by OnSyte may be necessary for the continued occupancy of dwelling or other units within its jurisdiction and therefore agrees that Customer will, prior to termination of this Agreement, or any DWTS Service Order executed thereunder, for any reason, transfer operation of any permitted DWTS or DWTU to a utility or other approved operating entity, acceptable to the FDEP, by completing and filing FDEP Form 62-600.910(11) - Application for Transfer of a Wastewater Facility or Activity Permit.

6.4 **Termination of DWTS Service Order.** Subject to the Limitations in Section 6.3 above, either Party may terminate any DWTS Service Order in accordance with the terms of such DWTS Service Order.

6.5 Termination of DWTU Task Order. Subject to the Limitations in Section 6.3 above, either Party may terminate any DWTU Task Order in accordance with the terms of such DWTU Task Order. Additionally, each DWTU Task Order shall automatically terminate upon the completion of the Services described therein, unless otherwise set forth in such DWTU Task Order.

6.6 Effect of Termination. In no event will any termination relieve Customer of the obligation to pay any Fees payable to OnSyte for the period prior to the effective date of termination; and, except to the extent otherwise specified in the applicable DWTS Service Order or DWTU Task Order, in the event of any termination of this Agreement or any DWTS Service Order or DWTU Task prior to the completion of all services hereunder or thereunder (as applicable), OnSyte shall be entitled to invoice Customer for, and Customer shall pay, an amount at OnSyte's then applicable hourly rates for any additional work necessary for OnSyte to prepare and deliver to Customer any works in process as of the effective date of such termination. Upon any termination or expiration of this Agreement: (a) each Party will return or destroy the other Party's Confidential Information, at the request of the other Party and (b) Subject to the Limitations in Section 6.3 above, Customer will immediately cease use of the DWTS and any DWTU operating thereunder. Sections 4 (Fees and Payment Terms); 5 (Proprietary Rights and Rights in Data); 6.6 (Effect of Termination); 7 (Confidential Information); 8.5 (Disclaimer); 8.6 (General Communications Limitations); 8.7 (Liability for Acts of Other Parties); 10 (Limitation of Liability); and 11 (General) will survive any termination of this Agreement.

7 CONFIDENTIAL INFORMATION

7.1 Definition. As used herein, "Confidential Information" means, any and all information, regardless of whether it is in tangible form, disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is either (a) marked as confidential or proprietary, (b) identified in writing as confidential or proprietary within thirty (30) days of disclosure, or (c) would be reasonably understood by the Receiving Party as the Disclosing Party's Confidential Information at the time of disclosure. Information shall not be deemed Confidential Information if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

7.2 Obligations. Each Receiving Party shall use reasonable measures, and at least a reasonable degree of care, to protect the confidentiality of and avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Confidential Information of the Disclosing Party may be disclosed by the Receiving Party only to: (A) those employees and agents of the Receiving Party who have a need to know such information in connection with the performance of the services or rights under this Agreement; and (B) legal or financial advisors or potential acquirers of the Receiving Party on a need to know basis; provided, that, in each case, such legal and financial advisors are bound by professional ethical duties, and such employees, agents or potential acquirers are bound by written confidentiality obligations, which are at least as restrictive as those set forth herein. Confidential Information of the Disclosing Party may also be disclosed by the Receiving Party if required by law or valid order of a court or other governmental authority (provided that the Receiving Party delivers reasonable notice to the Disclosing Party and use commercially reasonable efforts to cooperate with Disclosing Party's attempt to obtain a protective order). Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return to Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party.

7.3 Remedies. Each Receiving Party acknowledges and agrees that any breach of this Section 7 may give rise to irreparable injury to the Disclosing Party and accordingly agrees that, in addition to all other

rights and remedies that the Disclosing Party may have, the Disclosing Party may seek injunctive relief in connection with any such breach.

7.4 Public Records. OnSyte understands and agrees that by virtue of this Agreement, all of its documents, records, and materials relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida's Public Records law. If OnSyte will act on behalf of Customer as provided under Section 119.011(2), Florida Statutes, OnSyte agrees to (a) Keep and maintain public records required by Customer to perform the service; (b) Upon request from Customer's custodian of public records, provide Customer 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 costs 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 term of this Agreement and following completion of the Agreement term if OnSyte does not transfer the records to Customer. It is further agreed that OnSyte's specifications and details regarding the Services are disclosed or furnished to Customer in confidence solely in connection with OnSyte's performance of this Agreement are trade secrets to the full extent provided under Florida law, and that the DWTU, DTWS, and OnSyte SaaS Platform, are proprietary commercial products and not subject to disclosure. Upon completion or termination of the Agreement, OnSyte shall transfer, at no cost, to Customer all public records in possession of OnSyte or keep and maintain public records required by Customer to perform the service. If OnSyte transfers all public records to Customer upon completion of the Agreement, OnSyte shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If OnSyte keeps and maintains public records upon completion of Agreement, OnSyte shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with the information technology of Customer. If OnSyte does not comply with a public records request timely, Customer shall enforce the Agreement provisions in accordance with the Agreement.

8 REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, and within thirty (30) days after the applicable services commence under a given DWTS Service Order or DWTU Task Order, shall have obtained and maintain all licenses, permits and certifications required for such Party in connection with the performance of such services; (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

8.2 Deployment Services. OnSyte warrants that the Deployment Services will be performed in a professional and workmanlike manner, and will comply in all material respects with the corresponding specifications set forth in the applicable DWTU Task Order. Customer's sole and exclusive remedy with respect to this warranty will be that: (a) OnSyte shall undertake reasonable efforts to correct any verified non-conformities within a commercially reasonable period of time, provided that Customer reports any warranty claims to OnSyte within thirty (30) days of the delivery of the non-conforming Deployment Services; and (b) if OnSyte is unable to correct any verified non-conformities by undertaking commercially reasonable efforts within a commercially reasonable period of time, OnSyte may terminate the applicable DWTU Task Order and refund to Customer any Deployment Fees paid in respect of the non-conforming Deployment Services.

8.3 OnSyte SaaS Platform. During the Service Term of each applicable DWTS Service Order, OnSyte will use commercially reasonable efforts to provide the OnSyte SaaS Platform twenty-four (24) hours a day, seven (7) days a week, subject to downtime for maintenance and circumstances beyond the reasonable control of OnSyte, including without limitation the circumstances set forth in Subsection 8.6.

8.4 **DWTU Maintenance.** Any defects arising in any DWTU provided hereunder for which Customer has subscribed to operations and maintenance service under the applicable DWTU Task Order will be serviced by OnSyte in accordance with the support and maintenance terms attached hereto as Exhibit D (the "Support and Maintenance Terms"), which shall be Customer's sole and exclusive remedy, and OnSyte's sole obligation with respect to any defect or claimed defect in any DWTU.

8.5 **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS SECTION, ONSYTE MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED WITH RESPECT TO THE DWTS, DWTU, ONSYTE SAAS PLATFORM, SYSTEM SERVICES, OR DEPLOYMENT SERVICES, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS TO THE ONSYTE SAAS PLATFORM (IF ANY) WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.

8.6 **General Communications Limitations.** CUSTOMER ACKNOWLEDGES THAT THE SYSTEM SERVICES ARE MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE UNDERLYING WIRELESS NETWORK. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF AMONG OTHER THINGS: (i) CUSTOMER FACILITIES LIMITATIONS; (ii) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, AND OTHER CAUSES REASONABLY OUTSIDE OF ONSYTE'S CONTROL; OR (iii) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF THE SERVICES. CONNECTIONS MAY BE INVOLUNTARILY DISCONNECTED FOR A VARIETY OF REASONS, INCLUDING, WITHOUT LIMITATION, ATMOSPHERIC CONDITIONS OR GAPS IN COVERAGE WITHIN A SERVICE AREA. ONSYTE SHALL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO COMMUNICATIONS EQUIPMENT OR SYSTEMS NOT OWNED BY ONSYTE USED IN CONNECTION WITH THE SERVICES.

8.7 **Liability for Acts of Other Parties.** CUSTOMER ACKNOWLEDGES THAT ONSYTE WILL EXERCISE REASONABLE CARE IN PROVIDING THE DEPLOYMENT SERVICES, BUT HAS NO CONTROL OVER THE ACTIONS OF THE PUBLIC, OF CUSTOMER, OR OF ANY OTHER PARTY AND CANNOT PREVENT ACCIDENT, INJURY, VANDALISM, NEGLIGENCE, IMPROPER MAINTENANCE OR REPAIR, OR MISUSE OF THE SERVICES OR ANY DWTU SUPPLIED BY ONSYTE. CUSTOMER'S INSPECTION AND ACCEPTANCE OF THE DEPLOYMENT SERVICES IN ACCORDANCE WITH THIS AGREEMENT AND THE APPLICABLE DWTU TASK ORDER SHALL BE CONCLUSIVELY DEEMED TO BE CUSTOMER'S ACKNOWLEDGEMENT THAT ONSITE HAS EXERCISED REASONABLE CARE IN PROVIDING THE DEPLOYMENT SERVICES, AND CUSTOMER'S ACCEPTANCE OF RISK WITH RESPECT TO ANY CLAIM BY A THIRD PARTY OR MEMBER OF THE PUBLIC RELATED TO THE SERVICES OR THE USE OF ANY DWTU.

9 INDEMNIFICATION

9.1 **General.** Provided Customer is not in material breach of the Agreement and is current with payment obligations, and subject to the other requirements of this Agreement, OnSyte will defend Customer against claims brought against Customer by any third party alleging that Customer's or its customers' use of the OnSyte SaaS Platform or DWTU infringes or misappropriates a United States patent claim, copyright, or trade secret right ("Claim"). OnSyte will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement OnSyte enters into) with respect to these claims; provided, in each case, that the Customer (i) promptly notifies OnSyte of such Claim, (ii) gives OnSyte the right to control and direct the preparation, defense and settlement of such Claim and (iii) gives full cooperation to

OnSyte for the defense of same.

9.2 **Mitigation of Damages.** If a Claim under Section 9.1 above arises, or in OnSyte's opinion, may arise, OnSyte may at its sole option and in its sole discretion (a) replace, modify or re-perform the portion of the System Services or DWTU so as to avoid the Claim; (b) procure the right for Customer to continue to use the OnSyte SaaS Platform or DWTU; or (c) subject to the Limitations in Section 4.3, terminate the DWTS Service Order corresponding to the Claim and refund to Customer a pro rata amount of the System Fees actually paid by Customer to OnSyte for the remainder of the Service Term of such DWTS Service Order.

9.3 **Exceptions.** The foregoing indemnities will not apply to any Claim based upon or arising from (a) any unauthorized use or modification of the DWTS or any DWTU; or (b) use of the DWTS or any DWTU in combination with any software, data, content or hardware not provided or required by OnSyte, to the extent the Claim relates to the combination.

9.4 **Sole and Exclusive Remedy.** The foregoing represents Customer's sole and exclusive remedy and OnSyte's entire liability and obligation with respect to any actual or alleged infringement of any Intellectual Property Rights.

10 LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO DAMAGES DUE TO BREACH OF THE TERMS OF SECTION 5 (PROPRIETARY RIGHTS AND RIGHTS IN DATA) HEREOF, TO THE EXTENT ALLOWED BY LAW, NEITHER PARTY WILL BE RESPONSIBLE OR LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER THIS AGREEMENT OR WITH RESPECT TO ANY SUBJECT MATTER HEREOF OR TERMS OR CONDITIONS RELATED HERETO, REGARDLESS OF THE FORM OF ACTION (WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY) OR WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR: (A) ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR BUSINESS); OR (B) ANY AMOUNT IN EXCESS OF THE AMOUNT OF FEES PAID BY CUSTOMER TO ONSYTE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OCCURRENCE THAT GAVE RISE TO SUCH LIABILITY, CLAIM OR DAMAGES. NOTHING HEREIN SHALL BE CONSTRUED TO EXTEND CUSTOMER'S LIABILITY BEYOND THAT PROVIDED IN SECTION 768.28, FLORIDA STATUTES.

11 GENERAL

11.1 **Independent Contractor.** OnSyte is an independent contractor, and this Agreement will not be construed as constituting either Party as partner, joint venturer or fiduciary of the other or to create any other form of legal association that would impose liability on one Party for the act or failure to act of the other or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it pursuant to this Agreement.

11.2 **Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services.

11.3 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.4 **Assignment.** Neither Party may assign this Agreement or assign or delegate its rights or obligations under this Agreement without the other Party's prior written consent; provided however, that either Party may assign this Agreement without such consent to an acquirer of or successor to all or substantially all of

its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either Party otherwise than in accordance with this Section shall be null and void.

11.5 Entire Agreement. The Parties agree that this Agreement, including the DWTS Statements of Work and DWTU Task Orders entered into in connection herewith and all exhibits, schedules and addenda hereto and to such DWTS Statements of Work and DWTU Task Orders, each of which is hereby incorporated into and made a part of this Agreement, is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

11.6 Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both Parties.

11.7 Conflicts. To the extent of any express conflict or inconsistency between the provisions in the body of this Agreement and any exhibit, addendum, schedule or Service Order hereto, the terms of this Agreement shall prevail to the extent necessary to resolve such conflict or inconsistency.

11.8 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a Party does not have any authority of any kind to bind the other Party in any respect whatsoever.

11.9 Notices. All notices under this Agreement will be in writing and sent to the intended recipient's address set forth above, and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested. Either Party may change its address for notice purposes by notice in accordance with this Section.

11.10 Force Majeure. Each Party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, pandemics or measures of any governmental authority in response to a pandemic, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a Party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event shall automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event.

11.11 Governing Law. This Agreement shall be governed by the laws of State of Florida without regard to its conflict of laws provisions.

11.12 No Third-Party Beneficiaries. This Agreement is entered into solely between, and may be enforced only by, OnSyte and Customer, and will not be deemed to create any rights in third parties, including suppliers, customers or subcontractors of either Party, or to create any obligations of a Party to any such third parties.

11.13 Further Assurances. The Parties will execute and deliver such other instruments and documents, and take such other actions, as either Party reasonably requests to evidence or effect the transactions contemplated by this Agreement.

11.14 Counterparts. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which together will constitute one instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

OnSyte Performance, LLC

By: 
Name: Scott Forrester
Title: Senior Vice President

City of Apopka

By: 
Name: Jeffrey S Weatherford
Title: Director, Public Services

DWTS SERVICE ORDER NO. 1
(OnSyte Distributed Wastewater Treatment System)

This Service Order No. 1 is entered into in connection with, and is governed by, that certain Master Services Agreement (the “**Agreement**”) dated as of January 7, 2021 by and between OnSyte Performance, LLC. (“**OnSyte**”) and City of Apopka (“**Customer**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

In consideration of the mutual promises contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. General Information.

Service Order Effective Date:	March 15, 2021
Initial Term:	5 years
Jurisdiction:	City of Apopka
Subscription Type (Choose One):	☒ SaaS Platform + O&M ☐ SaaS Platform only
Start Date (Activation):	On Commissioning of first DWTU Scott Forrester sforrester@onsyte.com
Project Managers:	OnSyte: 770-356-1067 <i>(name, email, phone)</i>
	Customer: City of Apopka 407-703-1717 <i>(name, email, phone)</i>

2. System Fees and Payments: \$36.60/ standard residential DWTU for access to the OnSyte SaaS Platform and all costs associated with the operation, inspections, maintenance and repair of the DWTU (“**SaaS + O&M**”) for the Service Term. For non-standard residential DWTU installations (e.g. those systems serving multi-family or commercial locations), the System Fees will be determined on a case-by-case basis and described in the specific DWTU Task Order for that installation.

3. Assumptions/contingencies: Permit Compliance requires periodic effluent sampling and certified laboratory analysis. Under the Agreement, OnSyte will perform the sample collection for a cost covered under the System Fee and will deliver the sample to a state certified laboratory that is approved by the Customer for analytic testing. The Customer will be responsible for the cost of laboratory analytic testing.

4. Additional Terms: None

IN WITNESS WHEREOF, the Parties have signed this DWTS Service Order as of the Service Order Effective Date above.

OnSyte Performance, LLC

By: Scott Forrester

Name: Scott Forrester

Title: Senior Vice President

City of Apopka

By:  Jeffrey S Weatherford (Apr 23, 2021 11:57 EDT)

Name: Jeffrey S Weatherford

Title: Director -Public Services

EXHIBIT B
FORM OF DWTU TASK ORDER

DWTU TASK ORDER
(OnSyte Distributed Wastewater Treatment Unit Configuration, Installation, Commissioning)
DWTU TASK ORDER NO. 001

This DWTU Task Order No. 001 is entered into in connection with, and is governed by, that certain Master Services Agreement (the “**Agreement**”) dated as of February 1, 2021 by and between OnSyte Performance, LLC. (“**OnSyte**”) and City of Apopka (“**Customer**”) and DWTS Service Order No.1 (the “**Service Order**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement or referenced DWTS Service Order.

In consideration of the mutual promises contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. General Information.

DWTU Task Order Effective Date:	February 1, 2021
DWTU Location:	2200 Coral Hills Rd.
DWTS Jurisdiction:	City of Apopka
Projected Start Date (Activation):	February 1, 2021
Project Managers:	OnSyte: Jeff Parker, jparker@onsyte.com , 470.717.2809
	(name, email, phone)
	Customer:
	(name, email, phone)

2. Scope and Objectives. This Task Order No. 001 details OnSyte’s role in the completion of the DWTU design, configuration, technical support, permitting, commissioning and other services to be provided by OnSyte to the Customer.

SERVICES: OnSyte will obtain the DWTS for the City of Apopka, pursuant to the Developer Agreement, “A Space Storage Clarcona, LLC Reclaimed Water and Wastewater System,” dated August 5th, 2020.

EQUIPMENT: OnSyte Model “500C”

3. Fees and Payments:

Total Equipment Cost: \$0 (Equipment purchased by Developer pursuant to Developer Agreement)

Design, Permitting, Hardware and Support Costs: None			

Monthly O&M Fee: \$36.60

Beginning the first full month after commissioning, and for every month of DWTU Operation for the Service Term of the Service Order, OnSyte will bill the Customer for operations and maintenance services further described in the Service Order and the Support and Maintenance Terms.

4. **Invoicing of Fees/Payment.** OnSyte will invoice according to the schedule above. All invoices are due to be paid within 30 days.

5. **DWTU Purchase/Lease Terms:** The DWTU will be purchased by the Developer from OnSyte and upon Commissioning, will become the property of the Customer.

6. **Customer Responsibilities:**

- i. Customer will promptly pay any properly submitted invoice by OnSyte
- ii. Customer will provide legal access to the property for the purpose of testing, maintaining, and repairing the DWTU, in accordance with the DTWS Service Order.
- iii. Customer will reimburse OnSyte for any repair costs associated with damage to the DWTU or drainfield caused by the property owner or end user.

7. **Staffing/Personnel:** OnSyte will provide the necessary staffing/personnel to accomplish the above described Services.

8. **Reporting:** OnSyte will provide immediate written notice to Customer of significant DWTU malfunctions, repairs and scheduled maintenance and will provide written documentation of the satisfactory resolution of such events, in accordance with the procedures detailed in Exhibit D.

9. **Documentation:** Documentation will be provided electronically, including through the OnSyte DWTS SCADA system

10. **Assumptions/contingencies:** Gallon per day treatment capacity assumed at less than 500 gpd. Equipment design and price can change if further investigation indicates an increase in design flow.

11. **Additional Conditions:** None

IN WITNESS WHEREOF, the Parties have signed this DWTU Task Order as of the Task Order Effective Date above.

OnSyte Performance, LLC

City of Apopka

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT C
FORM OF CHANGE ORDER

This Change Order is entered into on _____, 20__ (the “**Change Order Effective Date**”) in connection with, and is governed by, that certain Master Services Agreement (the “**Agreement**”) dated as of _____, 20__ between OnSyte Performance, LLC. (“**OnSyte**”) and _____ (“**Customer**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. General Information.

DWTS Service Order #: _____

DWTU Task Order #: _____

2. Description of Changes:

- a. **Services:**
- b. **Deliverables (delivery or target dates):**
- c. **Acceptance Criteria:**
- d. **Fees and Payments:**
- e. **Other:**

IN WITNESS WHEREOF, the Parties have signed this Change Order as of the Change Order Effective Date above.

OnSyte Performance, LLC

City of Apopka

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT D
SUPPORT AND MAINTENANCE TERMS

1. General Information.

Each OnSyte DWTU is equipped with OnSyte Software responsible for the electronic operation, maintenance, and reporting of each DWTU. The OnSyte SaaS Platform will inform OnSyte technicians of all alarms and maintenance needs. Critical alarms will trigger a site visit by an OnSyte technician. Most non-critical alarms can be resolved through the OnSyte SaaS Platform. Prior to the dispatch of an OnSyte technician, the Customer will be notified in accordance with the standards listed herein.

Each OnSyte DWTU discharges to a FDEP-approved disposal system. In the case of a standard residential DWTU, the disposal system is a subsurface absorption field (drainfield). For the duration of the Service Order, OnSyte will be responsible for the maintenance and any required repairs to the FDEP-approved disposal system.

Each OnSyte DWTU will accumulate biosolids and other non-biodegradable solids in the primary clarifier, at a rate dependent on the type of DWTU, incoming wastewater characteristics, flow and other factors. These solids must be periodically removed to avoid impacts to DWTU performance and in accordance with FDEP requirements. For the duration of the Service Order, OnSyte will be responsible for the removal of such solids as needed and any required reporting to FDEP.

Customer will reimburse OnSyte for any repair costs associated with damage to the DWTU or disposal system caused by the Customer, property owner or others. For example, if a contractor performing work for the property owner accidentally damages the drainfield, OnSyte will repair the damage and invoice Customer.

2. OnSyte Performance DWTU Alarm/Alert Handling Protocol.

The following protocols detail the prescribed response actions to be carried out by OnSyte Performance authorized personnel in the event of a DWTU alarm and/or alert.

Alarm Triage Levels:

<u>ALARM</u>	<u>CRITICAL</u>	<u>NON-CRITICAL</u>
<u>URGENT</u>	Code 1	Code 3
<u>NON-URGENT</u>	Code 2	Code 4

Critical: Relating to a detriment of any components integral to ongoing and continual treatment processing of site-generated wastewater.

Non-Critical: Relating to a non-detrimental condition of any components integral to ongoing and continual treatment processing of site-generated wastewater OR relating to an ancillary component not integral to ongoing and continual treatment processing of site-generated wastewater

Urgent: Condition observed that necessitates immediate attention or action, be it a physical site visit or remote intervention, within the allowable response time as determined by the alarm severity.

Non-Urgent: Condition observed that does not necessitate immediate attention or action to be taken but to be addressed within a reasonable response time as determined by the alarm severity.

Alarm Level	Customer Notification Required	Site Visit Required	Required Response Time
Code 1	YES*	YES	<72 Hours
Code 2	YES*	YES	<5 Business Days
Code 3	NO**	NO	<10 Business Days
Code 4	NO**	NO	N/A

**Code 1 and Code 2 Alarms may necessitate external notification to the Customer. Upon any condition observed that requires a site visit due to a Code 1 or Code 2 Alarm, the contracted maintenance entity will notify the Customer Authorized User(s), listed below, detailing the station in alarm, repair plan of action, and site visit timeline. Upon notification to the Customer Authorized User(s), a site visit will be conducted within the Required Response Time for system repair.*

***Code 3 and Code 4 Alarms do not necessitate external notification to the Customer. However, upon any condition observed that requires a site visit, the Customer will be notified at least 24 hours prior to the site visit.*

3. OnSyte DWTS Documentation and Reports.

OnSyte will supply the Customer with a Discharge Monitoring Report (DMR) and other periodic reports in accordance with FDEP Permit requirements. These documents will be provided in electronic format only and uploaded to the OnSyte SaaS Platform for access by the Customer.

4. Customer Authorized User(s).

Access Levels Overview:

Basic: Users with Basic access level can view and download most DWTS Customer data, documents and reports pertinent to the DWTS. Basic users do not have the ability to directly access a DWTU.

Operator: Users with Operator access level have the same abilities as Basic users as well as some additional features. Operator level users can access historical records pertaining to each DWTU, as well as real-time access to operational functions. Access to a DWTU is limited to a licensed wastewater operator or authorized OnSyte technician. Improper operation of the OnSyte Software could result in unauthorized discharge(s) of untreated wastewater, permit enforcement from FDEP, and damage to the DWTU.

Authorized User 1

Full Name: _____

Job Title: _____

Access Level: _____

Email Address: _____

Phone Number: _____

Operator Class/Level: _____

License # and Exp. Date: _____

Authorized User 2

Full Name: _____

Job Title: _____

Access Level: _____

Email Address: _____

Phone Number: _____

Operator Class/Level: _____

License # and Exp. Date: _____

Authorized User 3

Full Name: _____

Job Title: _____

Access Level: _____

Email Address: _____

Phone Number: _____

Operator Class/Level: _____

License # and Exp. Date: _____

5. OnSyte Service Technician(s).

Primary Technician

Full Name: Jeff Parker (FL Operator License 25314, exp. APR 30, 2021)

Job Title: Field Operations Manager

Email Address: jparker@onsyte.com

Phone Number: 470.717.2809

Secondary Technician

Full Name: Ben McBryant

Job Title: Field Technician

Email Address: bmcbyrant@onsyte.com

Phone Number: 770.789.1855

OnSyte may, at its sole discretion, contract with outside service providers to perform service and repairs to its equipment. OnSyte will remain responsible for the services provided by its contracted service providers as provided in Section 1.10 of the Agreement.

6. OnSyte DWTU Service Record.

When a site visit is required, a Service Record (sample below) will be generated, detailing the site visit. The Service Record will include, at a minimum, the following information:

- Station ID
- Address
- Permit Number
- OnSyte Authorized Technician
- Reason for Visit
- Summary of Work Performed
- Expected Outcome/Results
- Next Steps Required (if any)

Upon generation of a DWTU Service Record, a copy will be uploaded to the OnSyte SaaS Platform for access by the Customer.

DWTU Service Record [SAMPLE]

STATION ID:		ADDRESS:	
PERMIT NUMBER:			
TECHNICIAN:			
REASON FOR VISIT:			
SUMMARY OF WORK PERFORMED:			
EXPECTED OUTCOME/RESULTS:			
NEXT STEPS REQUIRED:			

**FIRST AMENDMENT
TO
MASTER SERVICE AGREEMENT**

This Amendment to Master Service Agreement is made and entered into as of this __ day of _____ 2024, by and between the City of Apopka, a Florida municipal corporation (“Customer”), and OnSyte Performance, Inc. (“OnSyte”). Customer and Onsyte may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Customer and OnSyte are parties to a Master Service Agreement dated January 7, 2021 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, Onsyte provides domestic wastewater (sewer) services to Customer; and

WHEREAS, the Parties have mutually agreed to amend the Agreement in the limited manner set forth below.

NOW THEREFORE, in exchange for the mutual promises contained herein, Customer and Onsyte agree to amend the Agreement as follows: (*italics in this Amendment indicate new language to be added to the Agreement*)

1. Section 8.4 of the Agreement is amended and restated in its entirety to read as follows:

DWTU Maintenance. Any defects arising in any DWTU provided hereunder for which Customer has subscribed to operations and maintenance service under the applicable DWTU Task Order will be serviced by OnSyte in accordance with *this Agreement and any amendments made thereto, the terms of the applicable Task Order, and* the support and maintenance terms attached hereto as Exhibit D (the "Support and Maintenance Terms"), which shall be Customer's sole and exclusive remedy, and OnSyte's sole obligation with respect to any defect or claimed defect in any DWTU.

2. Section 8 of the Agreement is amended to add the following subsection:

8.8 Onsyte Requirements. Onsyte acknowledges and agrees that, as part of the Support and Maintenance Services provided to Customer, Onsyte will provide at its sole cost full coverage maintenance, adjustment, repair, and/or replacement for all DWTUs, including but not limited to related components and infrastructure, except to the extent that such damage was caused by Customer, property owner or others, as provided in Exhibit D, Support and Maintenance Terms. Any replacement parts shall be new or refurbished to meet quality standards of manufacturers. Replacement due to any structural failure of the DWTU vessel or replacement at the end of life of all DWTUs during the term of the Agreement is the sole responsibility of OnSyte. Under no circumstances shall OnSyte’s obligations under this Section 8.8 survive

beyond the date of termination of the Agreement or any DWTS Service Order or DWTU Task Order as set forth in Section 6 of the Agreement. Notwithstanding anything to the contrary herein, OnSyte shall not be liable for any failures caused by, arising from, or in connection with any Force Majeure Event as defined in Section 11.10 of the Agreement.

3. All other terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modifications thereof, this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment on the day, month, and year set forth above.

CITY OF APOPKA, FLORIDA

ONSYTE PERFORMANCE, INC.

Bryan Nelson,
Mayor

Signature

Print

Title

ATTEST:

Susan Bone
City Clerk

Approved as to form and legal sufficiency:

Clifford B. Shepard
City Attorney



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 4.

Meeting Date: February 21, 2024

Department: Finance Department

SUBJECT:

Proposed Investment Portfolio Composition by Security Type

REQUEST:

Approval of the Investment Program Long-Term Goals 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 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 provided an update on the following:

- Investment Program - Current Holdings
- Investment Program - Investment Policy Restrictions
- Investment Program - Long Term Goal

Due to the concerns regarding deposits in the City's local banks and the potential impact of future withdrawals, Council requested additional information from the staff pertaining to whether the local banks' interest rates will change as a result of the withdrawals. Staff contacted the local banks to address as requested. Synovus Bank responded with a no change in the current rate due to future withdrawals. Seacoast Bank responded with a decrease in the rate from 5.50% to 5.30%.

As a result, the City's Investment Advisor recommends the following:

- \$15,000,000 allocation of funds into two Treasury securities and one bond issued by Apple Corporation. The funds will be drawn from Synovus Bank as follows:

Yield	Face Amount	Security	Maturity Date	Cash Earnings	Security Earnings
5.01	\$ 5,000,000	T 4 1/8 1/31/2025	1/31/2025	\$ 295,369	\$ 301,909
4.67	\$ 5,000,000	T 4 1/4 1/31/2026	1/31/2026	\$ 473,725	\$ 541,149
4.73	\$ 5,000,000	Apple 2.45 8/4/2026	8/4/2026	\$ 556,790	\$ 697,777
	\$ 15,000,000			\$ 1,325,885	\$ 1,540,834

- At current rates as of 2/16/2024 and based off projected federal funds interest rates using Morgan Stanley's forecast and Bloomberg's WIRP (World Interest Rate Probability) consensus projections, the securities will earn roughly \$200,000 more income over their respective terms to maturity over the money left at Synovus Bank at Federal Funds minus 5 basis points.

FUNDING SOURCE:

City's Investment Portfolio

RECOMMENDED MOTION:

Approval of the Investment Program Long-Term Goals and authorization to transfer funds accordingly.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 1.

Meeting Date: February 21, 2024

Department: Community Development

SUBJECT:

Magnolia Terrace (now known as Lee Terrace) Planned Development Agreement Amendment

REQUEST:

Approve the amended Planned Development Agreement for Magnolia Terrace (now known as Lee Terrace).

SUMMARY:

On December 15, 2021, the City Council adopted Ordinance No. 2888, which rezoned 95.09 acres to PD (Planned Development), for the proposed Magnolia Terrace subdivision. The subject property is located east of South Binion Road and south of Willet Avenue. In addition to the adoption of Ordinance No. 2888, the City Council adopted a PD Master Plan, and a PD Agreement. Following adoption, the original developer, Meritage Homes opted not to construct the project, and never signed the PD Agreement. Subsequently, a new developer purchased the project, and has provided a revised PD Agreement reflecting changes that are relative to the new developer.

Per LDC Section 3.7.2.F.2, the PD Agreement is a required component for the establishment of a PD district to establish the conditions related to the approval of the PD Plan, provision of public facilities in the Development, environmental protection of the Property, community benefits and amenities in the Development, and other provisions determined by the City to be relevant and necessary to the development of the Property. The unit count remains the same (300 total units), however, townhome units increase by one (from 176 to 177) and single-family detached units decrease by one (from 124 to 123). Additional changes include a noted increase in the wetland area from 11.94 acres in the original agreement to 13.18 acres in the amended agreement, an increase in Karst area from 1.89 acres in the original agreement to 1.96 acres in the amended agreement, a decrease in the total developable area from 81.18 acres in the original agreement to 79.50 acres in the amended agreement, and change of the reference of proposed density in the original agreement of 3.7 dwelling units per acre, renaming this to proposed net density, at a calculation of 3.77 dwelling units per acre.

FUNDING SOURCE:

N/A

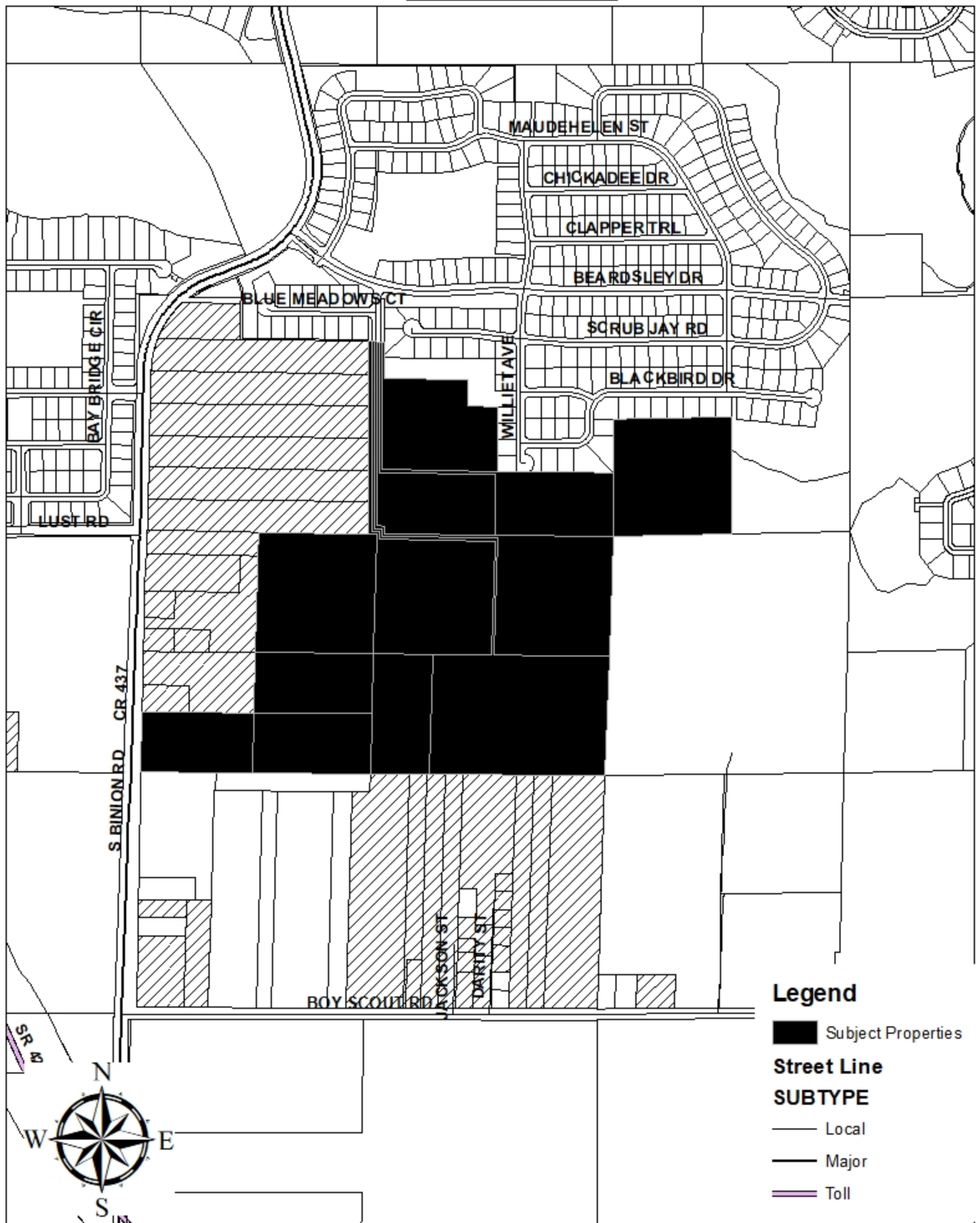
RECOMMENDED MOTION:

Approve the Planned Development Agreement amendment for Magnolia Terrace (now known as Lee Terrace).

ATTACHMENTS:

1. Vicinity Map
2. Lee Terrace PD Agreement(52544886.1)
3. Magnolia Terrace PD Agreement
4. MAGNOLIA TERRACE PD MASTER PLAN

Vicinity Map



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

Prepared by and Return to:
Thomas R. Sullivan
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

**PD AGREEMENT
(MAGNOLIA (LEE) TERRACE PD)**

This **PD Agreement** (the “**PD Agreement**”) is made and entered into this ___ day of January, 2024 (the “**Effective Date**”) by and among, City of Apopka, a Florida municipal corporation, whose mailing is 120 East Main Street, Apopka, Florida 32703 (the “**City**”), and Burgland Investments, LLC a Florida limited liability company, whose mailing address is 1810 West Kennedy Boulevard, Suite 232, Tampa, FL 33606 (the “**Developer**”). The City and the Developer may each be referred to herein as a “**Party**,” and collectively, the “**Parties**.”

RECITALS

A. The Developer is the contract purchaser of that certain real property located in the City of Apopka, Orange County, Florida, more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”);

B. The Developer intends to develop the Property in accordance with the Planned Development Master Plan prepared by Appian Engineering, dated December 3rd, 2021 (the “**Master Plan**”);

C. The Developer desires to develop the Property as a residential development consisting of one hundred seventy-seven (177) single-family attached units (townhomes) and one hundred twenty-three (123) single-family detached units, together with related amenities as more particularly set forth in the Conceptual Plan (the “**Development**”);

D. The City approved a zoning amendment for the Property to Planned Development (PD) on December 15, 2021, together with the approval of the related PD Master Plan.

E. The Developer and the City desire to enter into this PD Agreement to facilitate the development of the Property in accordance with the PD Conceptual Plan as mutually agreed upon, resolve any inconsistencies in applicable provisions of the LDC with the PD Master Plan, and set forth the conditions that will be applicable throughout Magnolia Terrace PD.

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

AGREEMENT

1. **Recitals.** The foregoing recitals contained above are true and correct and are incorporated herein by reference.

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

- a. Gross acreage: 95.09 acres +/-
- b. Wetland area: 13.18 acres +/-
- c. Karst area: 1.96 acres +/-
- d. ROW Dedication: 0.45 acres +/-
- e. Total developable area: 79.50 acres +/-
- f. Gross residential density (maximum allowed): Up to 5 dwelling units / acre
- g. Proposed Net Density: 3.77 dwelling units / acre
- h. Existing future land use: Low Density Residential (“LDR”)
- i. Existing zoning: PD
- j. Total number of dwelling units: 300
 - i. 177 townhome lots 24’ x 115’
 - ii. 93 single family lots 60’ x 125’
 - iii. 30 single family lots 75’ x 125’
- k. Phasing: The Development may be developed in two (2) phases, consistent with the Construction Site Plans

3. **Provision of Public Facilities:**

- a. Right of Way: Rights of way internal to the Development (roadway centerline length of 10,195 lf +/-), Tract A - 12.27 acres +/- and Tract B - 0.45 acres +/-, shall be dedicated to the City at final plat and maintained by the City. Tracts MM, NN, OO, PP and QQ are private alleys and maintained by the homeowners’ association (“HOA”).
- b. Utilities:

- i. A lift station (Tract GG, .05 acres +/-) shall be dedicated to the City at final plat and maintained by the City.
 - ii. Potable water, reclaimed water, and wastewater services shall be provided by the City. Developer shall be responsible for the design and installation of on-site potable water, reclaimed water, and wastewater facilities in compliance with applicable City, state, and federal regulations. Easements for the construction, installation, and maintenance of the on-site potable water, reclaimed water, and wastewater facilities shall be granted to the City at time of final plat. Additionally, since the existing wastewater facility that this development proposes connecting to has been identified as needing upgrade in the current Wastewater Master Plan Update an appropriate pro rata fee, based on the development's share of usage, will be imposed at the time of building permit application, similar to impact fees. This pro rata fee will be calculated in accordance with the City's wastewater dynamic model, but in any case, such fee shall not exceed \$218,000.00.
 - iii. Electric Services shall be provided by Duke Energy. Easements necessary for the on-site electric facilities shall be granted to the provider at time of final plat.
 - iv. Cable television / communications services shall be provided by Charter/Spectrum. Easements necessary for the construction, installation, and maintenance of the on-site cable television / telecommunications services shall be granted to the provider at time of final plat.
 - v. Natural gas services shall be provided by Lake Apopka Natural Gas. Easements necessary for the construction, installation, and maintenance of the on-site natural gas facilities shall be granted to the provider at the time of final plat.
 - vi. Fire protection services shall be provided by the City. Developer shall be responsible for the design and installation of on-site fire protection facilities in compliance with applicable City, state, and federal regulations. Easements necessary for the construction, installation, and maintenance of the on-site of the on-site fire protection facilities shall be granted to the City at time of final plat.
 - vii. Solid waste / trash collection services shall be provided by the City.
- c. Stormwater / Pond / Conservation:
- i. Tracts C (West Pond Tract, 1.20 acres +/-), D (South Pond Tract, 11.72 acres +/-) and E (North Pond Tract, 3.23 acres +/-) shall be owned and maintained by the HOA. Easements necessary for the maintenance of stormwater drainage structures shall be granted to the City at time of final plat.
 - ii. Tracts HH (2.87 acres +/-) and II (9.07 acres +/-), Conservation Tracts, shall be dedicated to St. Johns River Water Management District ("SJRWMD").

d. Amenities / Open Space / Buffers

- i. Amenity Tract FF (1.6 acres +/-) shall be owned and maintained by the HOA.
- ii. Open Space Tracts AA (.17 acres +/-), BB (.19 acres +/-), CC (.23 acres +/-), DD (.33 acres +/-), EE (2.29 acres +/-), and JJ (1.89 acres +/-)
- iii. The following 10 Foot Landscape Buffer Tracts shall be owned and maintained by the HOA:
 1. Tract F (.03 acres +/-)
 2. Tract G (.03 acres +/-)
 3. Tract H (.02 acres +/-)
 4. Tract I (.02 acres +/-)
 5. Tract J (.02 acres +/-)
 6. Tract K (.02 acres +/-)
 7. Tract L (.02 acres +/-)
 8. Tract M (.02 acres +/-)
 9. Tract N (.02 acres +/-)
 10. Tract O (.02 acres +/-)
 11. Tract P (.02 acres +/-)
 12. Tract Q (.02 acres +/-)
 13. Tract R (.02 acres +/-)
 14. Tract S (.02 acres +/-)
 15. Tract T (.02 acres +/-)
 16. Tract U (.02 acres +/-)
 17. Tract V (.02 acres +/-)
 18. Tract W (.02 acres +/-)
 19. Tract X (.17 acres +/-)
 20. Tract Y (.18 acres +/-)

21. Tract Z (.78 acres +/-)

4. **Access Easement.** Tract KK is a 7.5 – foot access tract (.24 acres +/-) to maintain the existing access easement for the property to the south. It will be owned and maintained by the HOA.

5. **Environmental Protection / Natural Preservation.** As shown on the Master Plan, the Development contains 11.74 acres of conservation and karst is located in Conservation Tracts HH and II and Open Space Tract JJ.

6. **Open Space Set Aside Requirements.** Pursuant to LDC Section 5.4, Table 5.4.4, Required Open Space Set Aside Area is 30% of net developable land area for residential PD Districts. Based upon a net developable land area of 78.26 acres, the Required Open Space Set Aside Area for the Development is 23.49 acres. The Master Plan proposes a total Open Space Set Aside Area of 28.20 acres, which is 36% of net developable land area in the Development, exceeding the Open Space Set Aside requirements of the LDC.

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

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

9. **Covenants Running with the Land/Assignment.** The terms, provisions, covenants, conditions, and restrictions set forth in this PD Agreement and the rights, privileges, benefits, and duties, obligations and burdens assigned, granted, imposed, and created pursuant to this PD Agreement shall and are hereby declared to be covenants running with the title to the Property. This PD Agreement shall legally benefit and bind the Developer and the City and their respective successors and assigns.

10. **Legal Proceedings, Attorneys’ Fees.** In the event that either of party shall institute litigation or other legal proceedings against the other to interpret or enforce any term, provision, warranty,

covenant or condition set forth in this PD Agreement, the prevailing party in such litigation or other legal proceedings following all appeals therefrom, if any, shall be entitled to recover from the non-prevailing party in such litigation or other legal proceedings reasonable attorneys', paralegals', and experts' fees and expenses and court costs incidental thereto, including those incurred on any bankruptcy proceeding and/or appeal of a lower court decision.

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

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

City: Chuck Vavrek, City Administrator
120 East Main Street
Apopka, Florida 32703
Telephone: (407) 703-1712

With a copy to: Cliff Shepard, Esq.
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Telephone: (407) 622-1772

Developer: Burgland Investments, LLC
Frank Bombeeck
810 West Kennedy Boulevard, Suite 232
Tampa, FL 33606

With a copy to: GrayRobinson
Thomas Sullivan
301 East Pine Street, Suite 1400
Orlando, FL 32801

13. **Miscellaneous Provisions.**

- a. Entire Agreement. This PD Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with respect to the topics addressed in this PD Agreement and supersede any and all prior or contemporaneous covenants, agreements, undertakings, statements, representations, or warranties, whether written or oral, of any party hereto concerning or with respect thereto.
- b. Relationship of the Parties. This PD Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the City and Developer. Developer cannot create an obligation or responsibility on behalf of City or bind City in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this PD Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that none of the other Parties hereto is acting as a fiduciary for or as an adviser to it in respect of this PD Agreement or any responsibility or obligation contemplated herein.
- c. Agency. Developer and City, and their agents, contractors, and subcontractors, shall perform all activities described in this PD Agreement as independent entities and not as agents of one another.
- d. Sovereign Immunity. Nothing contained in this PD Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to § 768.28, *Florida Statutes*.
- e. Captions and Paragraph Headings. Captions and paragraph headings contained in this PD Agreement are for convenience of reference only and are in no way intended, and shall in no way be deemed, to define, describe, extend, or limit the scope, content, or intent of this PD Agreement or of any particular term, provision, or paragraph hereof.
- f. Modification, Amendment or Termination. This PD Agreement may not be changed, modified, amended, or terminated except as expressly set forth in a separate writing signed by both of the parties to this PD Agreement or their respective successors in interest or title.
- g. Recording in Public Records. Developer shall ensure that this PD Agreement is recorded in the public records of Orange County, Florida promptly after the execution of the PD Agreement and Transportation Agreement by all parties.
- h. Default. Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder. Prior to termination of this PD Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided thirty (30) day opportunity within which to cure such default.

- i. No Liability or Monetary Remedy. Notwithstanding anything herein to the contrary, Developer and City, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any direct, indirect, special, punitive or consequential damages, including but not limited to, damages based on loss of service, revenues, profits or business opportunities, and hereby waive any and all claims and causes of action for the recovery of such direct, indirect, special, punitive or consequential damages.
- j. Construction of Agreement. The fact that any one of the parties to this PD Agreement shall have drafted or structured or shall be deemed to have drafted or structured this PD Agreement or any particular term or provision of this PD Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this PD Agreement or any particular term or provision of this PD Agreement, either in favor or to the disadvantage of such party.
- k. Severability. If any of the terms, provisions, covenants or conditions set forth in this PD Agreement or the application thereof to any particular circumstance shall be held by any Court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this PD Agreement shall not be affected thereby and each provision of this PD Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.
- l. Counterparts. This PD Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original and collectively but one instrument.
- m. Time of the Essence. Time, and timely performance, is of the essence of this PD Agreement and of the covenants and provisions hereunder. When a date upon which a specified event shall occur or be performed falls upon a weekend or legal holiday, the time allowed for the event or performance to occur shall be extended to 5:00 p.m. on the next succeeding business day. For purposes of this PD Agreement, a “business day” shall mean any weekday that the banks in the county in which The Ridge is located are open for business (thereby excluding Saturdays, Sundays, and legal holidays).
- n. Statutory Development Agreement. This PD Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act) and is being entered into by the City pursuant to the City’s home rule authority.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this PD Agreement on the day and year first above written.

DEVELOPER:

Witnesses:

Burgland Investments, LLC a Florida limited liability company

Printed Name: _____ By: _____
Name: _____
Witness Address: _____ Title: _____

Printed Name: _____
Witness Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ by online notarization ☐ in person (check one) this ____ day of ___, 20____, by ___, as ___ of Burgland Investments, LLC a Florida limited liability company, on behalf of said company, who is known to me ___ or who produced _____ as identification.

Notary Public
State of Florida at Large _____

My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF APOPKA

By: _____

ATTEST:

, City Clerk

Approved as to Form:

, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me ☐ by online notarization ☐ in person (check one) this ____ day of January 2024, by _____, who is known to me ___ or produced ___ as identification as _____ of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida.

Notary Public
State of Florida at Large

My Commission Expires:

Exhibit "A"

Legal Description

A PARCEL OF LAND LYING IN SECTIONS 7, 8 & 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT 33, MAUDEHELEN SUBDIVISION PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON THE WESTERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 50 THROUGH 52 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 205.75 FEET TO THE SOUTHERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 2; THENCE RUN ALONG SAID SOUTHERLY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 89°22'06" EAST FOR A DISTANCE OF 461.08 FEET; THENCE RUN SOUTH 00° 07' 50" EAST FOR A DISTANCE OF 148.07 FEET; THENCE RUN SOUTH 89° 14' 20" EAST FOR A DISTANCE OF 168.78 FEET; THENCE RUN SOUTH 00° 07' 50" EAST FOR A DISTANCE OF 360.68 FEET; THENCE RUN SOUTH 89° 17' 38" EAST FOR A DISTANCE OF 645.04 FEET; THENCE RUN NORTH 00° 08' 12" WEST FOR A DISTANCE OF 299.05 FEET; THENCE RUN NORTH 88° 56' 54" EAST FOR A DISTANCE OF 659.16 FEET TO THE WESTERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 83 THROUGH 86 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00° 01' 51" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 656.33 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE RUN SOUTH 88° 47' 33" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 657.98 FEET TO THE NORTHEAST CORNER OF SAID SECTION 18; THENCE RUN SOUTH 02° 03' 11" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 1330.96 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°33'56" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 1311.51 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°32'20" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 1311.50 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH BINION ROAD ACCORDING TO ROAD PLAT BOOK 1, PAGES 40 THROUGH 43 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 01°09'43" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 336.48 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN SOUTH 89°27'30" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 657.03 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°22'58" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1006.73 FEET TO THE SOUTH LINE OF SAID SECTION 7; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 615.89 FEET TO THE WEST LINE OF THE WEST 15.00 FEET OF THE EAST 45.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1071.42 FEET TO THE SOUTHERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 4; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 90.01 FEET TO THE POINT OF BEGINNING.

Prepared by and Return to:

Vivien Monaco, Esq.
100 South Orange Ave., Suite 1000
Orlando, Florida 32801

**PD AGREEMENT
(MAGNOLIA TERRACE PD)**

This **PD Agreement** (the "**PD Agreement**") is made and entered into this ___ day of _____, 2021 (the "**Effective Date**") by and among, City of Apopka, a Florida municipal corporation, whose mailing is 120 East Main Street, Apopka, Florida 32703 (the "**City**"), and Meritage Homes of Florida, Inc., a Florida corporation, whose mailing address is 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260 (the "**Developer**"). The City and the Developer may each be referred to herein as a "**Party**," and collectively, the "**Parties**."

RECITALS

A. The Developer is the contract purchaser of that certain real property located in the City of Apopka, Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**");

B. The Developer intends to develop the Property in accordance with the Planned Development Master Plan prepared by Appian Engineering, dated _____, 2021 (the "**Master Plan**");

C. The Developer desires to develop the Property as a residential development consisting of one hundred seventy-six (176) townhomes and one hundred twenty-four (124) single family homes, together with related amenities as more particularly set forth in the Conceptual Plan (the "**Development**");

D. The current zoning district of the Property is Transitional (T), and the Developer and the City desire to change the zoning to PD, pursuant to the PD Conceptual Plan, the City's Comprehensive Plan ("**Comprehensive Plan**"), and the City's Land Development Code ("**LDC**").

E. The Developer and the City desire to enter into this PD Agreement to facilitate the development of the Property in accordance with the PD Conceptual Plan as mutually agreed upon, resolve any inconsistencies in applicable provisions of the LDC with the PD Master Plan, and set forth the conditions that will be applicable throughout Magnolia Terrace PD.

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

AGREEMENT

1. **Recitals.** The foregoing recitals contained above are true and correct and are incorporated herein by reference.

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

- a. Gross acreage: 95.09 acres +/-
- b. Wetland area: 11.94 acres +/-
- c. Karst area: 1.89 acres +/-
- d. Total developable area: 81.18 acres +/-
- e. Gross residential density (maximum allowed): Up to 5 dwelling units / acre
- f. Proposed density: 3.70 dwelling units / acre
- g. Existing future land use: Residential low
- h. Existing zoning: T (Transitional) and RSF-1A (Residential Single-Family-Estate District)
- i. Proposed zoning: PD
- j. Total number of dwelling units: 300
 - i. 176 townhome lots 24' x 115'
 - ii. 94 single family lots 60' x 125'
 - iii. 30 single family lots 75' x 125'
- k. Phasing: The Development may be developed in two (2) phases, consistent with the Master Plan

3. **Provision of Public Facilities:**

- a. Right of Way: Rights of way internal to the Development (roadway centerline length of 10,195 lf +/- and alley way centerline length of 2,910 lf +/-, Tract A, 13.63 acres +/- and Tract B (.08 acre +/-) shall be dedicated to the City at final plat and maintained by the City.

b. Utilities:

- i. A lift station (Tract GG, .05 acres +/-) shall be dedicated to the City at final plat and maintained by the City.
- ii. Potable water, reclaimed water, and wastewater services shall be provided by the City. Developer shall be responsible for the design and installation of on-site potable water, reclaimed water, and wastewater facilities in compliance with applicable City, state, and federal regulations. Easements for the construction, installation, and maintenance of the on-site potable water, reclaimed water, and wastewater facilities shall be granted to the City at time of final plat. Additionally, since the existing wastewater facility that this development proposes connecting to has been identified as needing upgrade in the current Wastewater Master Plan Update an appropriate pro rata fee, based on the development's share of usage, will be imposed at the time of building permit application, similar to impact fees. This pro rata fee will be calculated in accordance with the City's wastewater dynamic model anticipated to be completed in January 2022, but in any case, such fee shall not exceed \$218,000.00.
- iii. Electric Services shall be provided by Duke Energy. Easements necessary for the on-site electric facilities shall be granted to the provider at time of final plat.
- iv. Cable television / communications services shall be provided by Charter/Spectrum. Easements necessary for the construction, installation, and maintenance of the on-site cable television / telecommunications services shall be granted to the provider at time of final plat.
- v. Natural gas services shall be provided by Lake Apopka Natural Gas. Easements necessary for the construction, installation, and maintenance of the on-site natural gas facilities shall be granted to the provider at the time of final plat.
- vi. Fire protection services shall be provided by the City. Developer shall be responsible for the design and installation of on-site fire protection facilities in compliance with applicable City, state, and federal regulations. Easements necessary for the construction, installation, and maintenance of the on-site of the on-site fire protection facilities shall be granted to the City at time of final plat.
- vii. Solid waste / trash collection services shall be provided by the City.

c. Stormwater / Pond / Conservation:

- i. Tracts C (West Pond Tract, 1.20 acres +/-), D (South Pond Tract, 11.72 acres +/-) and E (North Pond Tract, 3.23 acres +/-) shall be owned and maintained by the homeowners' association ("HOA"). Easements

necessary for the maintenance of stormwater drainage structures shall be granted to the City at time of final plat.

- ii. Tracts HH (2.87 acres +/-) and II (9.07 acres +/-), Conservation Tracts, shall be dedicated to St. Johns River Water Management District ("SJRWMD").

d. Amenities / Open Space / Buffers

- i. Amenity Tract FF (1.6 acres +/-) shall be owned and maintained by the HOA.
- ii. Open Space Tracts AA (.17 acres +/-), BB (.19 acres +/-), CC (.23 acres +/-), DD (.33 acres +/-), EE (2.29 acres +/-), and JJ (1.89 acres +/-)
- iii. The following 10 Foot Landscape Buffer Tracts shall be owned and maintained by the HOA:
 - 1. Tract F (.03 acres +/-)
 - 2. Tract G (.03 acres +/-)
 - 3. Tract H (.02 acres +/-)
 - 4. Tract I (.02 acres +/-)
 - 5. Tract J (.02 acres +/-)
 - 6. Tract K (.02 acres +/-)
 - 7. Tract L (.02 acres +/-)
 - 8. Tract M (.02 acres +/-)
 - 9. Tract N (.02 acres +/-)
 - 10. Tract O (.02 acres +/-)
 - 11. Tract P (.02 acres +/-)
 - 12. Tract Q (.02 acres +/-)
 - 13. Tract S (.02 acres +/-)
 - 14. Tract R (.02 acres +/-)
 - 15. Tract T (.02 acres +/-)
 - 16. Tract Z (.78 acres +/-)

17. Tract Y (.18 acres +/-)

18. Tract X (.17 acres +/-)

19. Tract W (.02 acres +/-)

20. Tract V (.02 acres +/-)

21. Tract U (.02 acres +/-)

4. **Access Easement.** Tract KK is a 7.5 – foot access tract (.24 acres +/-) to maintain the existing access easement for the property to the south. It will be owned and maintained by the HOA.

5. **Environmental Protection / Natural Preservation.** As shown on the Master Plan, the Development contains 11.74 acres of conservation and karst is located in Open Space Tract JJ.

6. **Open Space Set Aside Requirements.** Pursuant to LDC Section 5.4, Table 5.4.4, Required Open Space Set Aside Area is 30% of net developable land area for residential PD Districts. Based upon a net developable land area of 78.26 acres, the Required Open Space Set Aside Area for the Development is 23.49 acres. The Master Plan proposes a total Open Space Set Aside Area of 28.20 acres, which is 36% of net developable land area in the Development, exceeding the Open Space Set Aside requirements of the LDC.

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

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

9. **Covenants Running with the Land/Assignment.** The terms, provisions, covenants, conditions, and restrictions set forth in this PD Agreement and the rights, privileges, benefits, and duties, obligations and burdens assigned, granted, imposed, and created pursuant to this PD

Agreement shall and are hereby declared to be covenants running with the title to the Property. This PD Agreement shall legally benefit and bind the Developer and the City and their respective successors and assigns.

10. **Legal Proceedings, Attorneys' Fees.** In the event that either of party shall institute litigation or other legal proceedings against the other to interpret or enforce any term, provision, warranty, covenant or condition set forth in this PD Agreement, the prevailing party in such litigation or other legal proceedings following all appeals therefrom, if any, shall be entitled to recover from the non-prevailing party in such litigation or other legal proceedings reasonable attorneys', paralegals', and experts' fees and expenses and court costs incidental thereto, including those incurred on any bankruptcy proceeding and/or appeal of a lower court decision.

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

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

City: Edward Bass, City Administrator
120 East Main Street
Apopka, Florida 32703
Telephone: (407) 703-1712

With a copy to: Michael Rodriguez, City Attorney
120 East Main Street
Apopka, Florida 32703
Telephone: (407) 703-1658

Developer: Meritage Homes of Florida, Inc.
Brian Kittle, Division President
5337 Millenia Lakes Blvd., Suite 235
Orlando, Florida 32839
Telephone: (407) 712-8678

With copies to: Meritage Homes of Florida, Inc.
Attention: H. Curtis Keller, Esq.
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Telephone: (480-515-8013

Vivien Monaco, Esq.
Watson Sloane PLLC
100 South Orange Ave., Suite 1000
Orlando, Florida 32801
Telephone (407) 622-6751

13. **Miscellaneous Provisions.**

- a. Entire Agreement. This PD Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with respect to the topics addressed in this PD Agreement and supersede any and all prior or contemporaneous covenants, agreements, undertakings, statements, representations, or warranties, whether written or oral, of any party hereto concerning or with respect thereto.
- b. Relationship of the Parties. This PD Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the City and Developer. Developer cannot create an obligation or responsibility on behalf of City or bind City in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this PD Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that none of the other Parties hereto is acting as a fiduciary for or as an adviser to it in respect of this PD Agreement or any responsibility or obligation contemplated herein.
- c. Agency. Developer and City, and their agents, contractors, and subcontractors, shall perform all activities described in this PD Agreement as independent entities and not as agents of one another.
- d. Sovereign Immunity. Nothing contained in this PD Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to § 768.28, *Florida Statutes*.
- e. Captions and Paragraph Headings. Captions and paragraph headings contained in this PD Agreement are for convenience of reference only and are in no way intended, and shall in no way be deemed, to define, describe, extend, or limit the scope, content, or intent of this PD Agreement or of any particular term, provision, or paragraph hereof.

- f. Modification, Amendment or Termination. This PD Agreement may not be changed, modified, amended, or terminated except as expressly set forth in a separate writing signed by both of the parties to this PD Agreement or their respective successors in interest or title.
- g. Recording in Public Records. Developer shall ensure that this PD Agreement is recorded in the public records of Orange County, Florida promptly after the execution of the PD Agreement and Transportation Agreement by all parties.
- h. Default. Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder. Prior to termination of this PD Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided thirty (30) day opportunity within which to cure such default.
- i. No Liability or Monetary Remedy. Notwithstanding anything herein to the contrary, Developer and City, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any direct, indirect, special, punitive or consequential damages, including but not limited to, damages based on loss of service, revenues, profits or business opportunities, and hereby waive any and all claims and causes of action for the recovery of such direct, indirect, special, punitive or consequential damages.
- j. Construction of Agreement. The fact that any one of the parties to this PD Agreement shall have drafted or structured or shall be deemed to have drafted or structured this PD Agreement or any particular term or provision of this PD Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this PD Agreement or any particular term or provision of this PD Agreement, either in favor or to the disadvantage of such party.
- k. Severability. If any of the terms, provisions, covenants or conditions set forth in this PD Agreement or the application thereof to any particular circumstance shall be held by any Court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this PD Agreement shall not be affected thereby and each provision of this PD Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.
- l. Counterparts. This PD Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original and collectively but one instrument.
- m. Time of the Essence. Time, and timely performance, is of the essence of this PD Agreement and of the covenants and provisions hereunder. When a date upon which a specified event shall occur or be performed falls upon a weekend or legal holiday, the time allowed for the event or performance to occur shall be extended to 5:00 p.m. on the next succeeding business day. For purposes of this PD Agreement, a

“business day” shall mean any weekday that the banks in the county in which The Ridge is located are open for business (thereby excluding Saturdays, Sundays, and legal holidays).

- n. Statutory Development Agreement. This PD Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act) and is being entered into by the City pursuant to the City’s home rule authority.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this PD Agreement on the day and year first above written.

Witnesses:

MERITAGE HOMES OF FLORIDA, INC., a
Florida profit corporation

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ by online notarization ☐ in person (check one) this ____ day of _____, 2021, by _____, as _____ of Meritage Homes of Florida, Inc., a Florida corporation who is known to me ____ or who produced _____ as identification on behalf of the company.

Notary Public
State of Florida at Large

My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF APOPKA

By: _____

ATTEST:

_____, City Clerk

Approved as to Form:

_____, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me ☐ by online notarization ☐ in person (check one) this ____ day of _____, 2021, by _____, who is known to me ___ or produced ___ as identification as _____ of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida.

Notary Public
State of Florida at Large

My Commission Expires:

Exhibit "A"

Legal Description

The land referred to herein below is situated in the County of ORANGE, State of Florida, and described as follows:

East 3/4 of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 and the West 15 feet of the Northeast 1/4 of the Northeast 1/4 of Northeast 1/4 (less North 15 feet) & South 15 feet of North 30 feet of Northwest 1/4 of Northeast 1/4 of Northeast 1/4 (less West 15 feet) & East 15 feet of West 30 feet of North 15 feet of Northwest 1/4 of Northeast 1/4 of Northeast 1/4 in Section 18-21-28, & South 30 feet of West 30 feet of South 1/2 of Southwest 1/4 of Southeast 1/4 of Southeast 1/4 (less West 15 feet of South 15 feet) & North 15 feet of South 30 feet of East 30 feet of Southwest 1/4 of Southeast 1/4 and West 15 feet of East 30 feet of Southwest 1/4 of Southeast 1/4 (less South 30 feet) and (less North 30 feet for road right of way) in Section 7-21-28.

ALSO DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°33'56" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 983.64 FEET TO THE WEST LINE THEREOF; THENCE RUN NORTH 01°42'59" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 668.38 FEET TO THE NORTH LINE THEREOF; THENCE RUN SOUTH 89°23'30" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 329.16 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°49'42" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 637.41 FEET TO THE SOUTH LINE OF THE SOUTH 15 FEET OF NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°13'08" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 645.77 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°36'18" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 30.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE SOUTH 15 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 00°00'39" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 15.00 FEET TO THE NORTH LINE THEREOF; THENCE RUN NORTH 89°13'08" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH 15 FEET OF SOUTH 30 FEET OF EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 45.00 FEET TO THE WEST LINE OF THE WEST 15 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1056.42 FEET TO THE SOUTH LINE OF MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF EAST 30 FEET OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 1041.42 FEET TO THE NORTH LINE OF THE NORTH 15 FEET OF SOUTH 30 FEET OF EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTH 30 FEET OF THE WEST 30 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 45.00 FEET TO THE EAST LINE OF THE SOUTH 30 FEET OF THE WEST 30 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A

DISTANCE OF 30.00 FEET TO THE EAST LINE OF THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 15 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 01°36'18" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF THE SOUTH 15 FEET OF THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 645.83 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 01°49'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 652.36 FEET TO THE NORTH LINE OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°23'30" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 643.32 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 02°03'11" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 665.48 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15.92 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT FILE NO: 2037-4935813

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL 18A INCLUDING A 15 FEET STRIP TO COUNTY ROAD.

THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 LESS THE NORTH 30 FEET THEREOF, SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALSO THE WEST 15 FEET OF THE NORTH 30 FEET OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4, SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALSO THE SOUTH 15 FEET OF THE WEST 15 FEET OF THE SOUTH 1/2 OF THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; ALSO THE SOUTH 15 FEET OF THE EAST 30 FEET OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALSO THE WEST 15 FEET OF THE EAST 45 FEET OF THE SW 1/4 OF THE SE 1/4, LESS THE NORTH 30 FEET THEREOF FOR COUNTY ROAD RIGHT OF WAY, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALL IN ORANGE COUNTY, FLORIDA.

AND

NORTHEAST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 (LESS THE WEST 15 FEET) AND THE NORTH 15 FEET OF THE WEST 15 FEET OF NORTHEAST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 AND THE NORTH 15 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 (LESS THE WEST 30 FEET) IN SECTION 18, AND THE SOUTH 45 FEET OF THE WEST 45 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 (LESS THE SOUTH 30 FEET OF WEST 30 FEET) AND THE EAST 15 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (LESS THE SOUTH 30 FEET AND LESS THE NORTH 30 FEET FOR ROAD RIGHT OF WAY), SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

AND

WEST 1/2 OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, TOGETHER WITH A 20 FOOT INGRESS AND EGRESS EASEMENT AS STATED IN O.R. BOOK 3749, PAGE 2060, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

THE SOUTH 30 FEET OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; ALSO THE NORTH 15 FEET OF THE SOUTH 30 FEET OF

THE NORTH 1/2 OF THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4, LESS THE WEST 15 FEET THEREOF, ALSO THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 3/4 OF THE SE 1/4 OF THE SE 1/4, LESS THE SOUTH 30 FEET THEREOF; ALSO THE NORTH 15 FEET OF THE WEST 15 FEET OF THE SE 1/4 OF THE SE 1/4; THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALL IN ORANGE COUNTY, FLORIDA.

ALSO DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°23'30" WEST ALONG THE NORTH LINE OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 329.16 FEET TO THE WEST LINE THEREOF; THENCE RUN SOUTH 01°42'59" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 668.38 FEET TO THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°33'56" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 327.88 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18; THENCE RUN NORTH 01°36'18" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1338.71 FEET TO THE SOUTH LINE OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°13'08" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 45.00 FEET TO THE WEST LINE OF THE WEST 15 FEET OF THE EAST 45 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1071.42 FEET TO THE SOUTH LINE OF MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE EAST 45 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 1056.42 FEET TO THE SOUTH LINE OF THE NORTH 15 FEET OF THE SOUTH 30 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID SOUTH LINE AND NORTH LINE OF THE WEST 15 FEET OF THE SOUTH 15 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 45.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE SOUTH 15 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 01°36'18" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF THE SOUTH 15 FEET OF THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 645.77 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 01°49'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 637.41 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15.1 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°23'30" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 643.32 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°49'42" EAST ALONG SAID EAST

LINE FOR A DISTANCE OF 652.36 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 15 FEET OF THE NORTH 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18; THENCE RUN NORTH 89°13'08" WEST ALONG SAID EASTERLY EXTENSION AND SAID NORTH LINE FOR A DISTANCE OF 645.83 FEET TO THE EAST LINE OF THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 15 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°36'18" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE SOUTH 30 FEET OF THE WEST 30 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 00°00'39" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 30.00 FEET TO THE NORTH LINE THEREOF; THENCE RUN NORTH 89°13'08" WEST ALONG SAID NORTH LINE AND THE NORTH LINE OF THE NORTH 15 FEET OF THE SOUTH 30 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 45.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1041.42 FEET TO THE SOUTH LINE OF MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.00 FEET TO THE WEST LINE OF THE WEST 15 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1026.41 FEET TO THE NORTH LINE OF THE SOUTH 45 FEET OF THE WEST 45 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 45.00 FEET TO THE EAST LINE THEREOF; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 45.00 FEET TO THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 615.89 FEET TO THE EAST LINE THEREOF; THENCE RUN NORTH 00°04'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 343.18 FEET TO THE SOUTH LINE OF THE NORTH 15 FEET OF THE SOUTH 30 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 89°17'38" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 645.50 FEET TO THE WEST LINE OF THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 729.09 FEET TO THE SOUTH LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 4; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 714.07 FEET TO THE NORTH LINE OF THE SOUTH 30 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°17'38" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1290.97 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°08'12" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 359.05 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 02°03'11" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 665.48 FEET TO THE POINT OF BEGINNING.

CONTAINING: 16.37 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT FILE NO: 2037-4935687

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°24'26" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°10'14" WEST, 950.29 FEET; THENCE SOUTH 89°06'30" EAST, 645.37 FEET; THENCE NORTH 00°00'00" WEST, 360.04 FEET; THENCE NORTH 89°06'30" WEST, 168.78 FEET; THENCE NORTH 00°00'00" WEST, 592.75 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 89°24'26" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 473.73 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF LAND CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDED BOOK 7195, PAGE 3600, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°14'04" EAST, ALONG THE NORTH LINE OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°01'54" WEST A DISTANCE OF 450.04 FEET; THENCE RUN SOUTH 89°22'26" EAST A DISTANCE OF 459.52 FEET THENCE RUN NORTH 00°07'50" WEST A DISTANCE OF 448.99 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH 89°14'04" WEST ALONG SAID NORTH LINE A DISTANCE OF 458.33 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THAT PORTION OF LAND LYING WITHIN TRACT 33, OF MAUDEHELEN SUBDIVISION PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGE(S) 53 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION OF LAND CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3365, PAGE 706, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 45 FEET OF THE SOUTH 45 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA..

TOGETHER WITH

THE SOUTH 15 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST;

ALSO THE WEST 15 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 15 FEET AND LESS THE SOUTH 15 FEET THEREOF, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ALL IN ORANGE COUNTY, FLORIDA.

PARCEL 3:

THAT PORTION OF TRACT 33, OF MAUDEHELEN SUBDIVISION PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGE(S) 53 THROUGH 56, INCLUSIVE, OF THE

PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WITHIN THAT CERTAIN WARRANTY OFFICIAL RECORDS BOOK 4388, PAGE 4737, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA.

THE ABOVE LEGAL DESCRIPTIONS ARE A PRELIMINARY DESCRIPTION. THIS DESCRIPTION IS CURRENTLY NOT AN INSURABLE DESCRIPTION. THE COMPANY MUST BE FURNISHED WITH A COMPLETE AND ACCURATE DESCRIPTION OF THE LANDS TO BE INSURED. THE COMPANY RESERVES THE RIGHT TO REVISE AND/OR AMEND THIS COMMITMENT UPON RECEIPT AND REVIEW OF SAID DESCRIPTION.

ALSO DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT 33, MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON THE WESTERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 2, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 50 THROUGH 52 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 443.80 FEET TO THE SOUTHERLY LINE THEREOF; THENCE RUN ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES: SOUTH 89°22'06" EAST FOR A DISTANCE OF 461.08 FEET; THENCE RUN SOUTH 00°07'50" EAST FOR A DISTANCE OF 148.07 FEET; THENCE RUN SOUTH 89°14'20" EAST FOR A DISTANCE OF 168.78 FEET; THENCE RUN SOUTH 00°07'50" EAST FOR A DISTANCE OF 360.68 FEET TO THE NORTH LINE OF THE NORTH 15 FEET OF THE SOUTH 30 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°17'38" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 645.93 FEET TO THE EAST LINE OF THE EAST 15 FEET OF THE WEST 30 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 714.07 FEET TO THE SOUTH LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 4; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1.20 FEET TO THE WEST LINE OF SAID TRACT 33; THENCE RUN NORTH 00°02'24" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 237.98 FEET TO THE NORTH LINE OF SAID TRACT 33; THENCE RUN SOUTH 89°31'10" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 13.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°13'08" WEST ALONG THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 615.89 FEET TO THE EAST LINE OF SOUTH 45 FEET OF THE WEST 45 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 45.00 FEET TO THE NORTH LINE THEREOF; THENCE RUN NORTH 89°13'08" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 45.00 FEET TO THE WEST LINE OF THE WEST 15 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1026.41 FEET TO THE SOUTH LINE OF MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE WEST 15 FEET OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 729.09 FEET TO THE NORTH LINE OF THE SOUTH 15 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°17'38" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 645.50 FEET TO THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE

SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 00°04'26" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 343.18 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5.4 ACRES OF LAND, MORE OR LESS.

CONTAINING: 7.11 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT FILE NO:2037-4935888

THE LAND IS DESCRIBED AS FOLLOWS:

THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4, SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

ALSO DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT 13, MAUDEHELEN SUBDIVISION PHASE 1, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 83 THROUGH 86 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88°47'33" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST FOR A DISTANCE OF 657.98 FEET TO THE WEST LINE THEREOF; THENCE RUN NORTH 00°08'12" WEST ALONG SAID WEST LINE AND THE SOUTHERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 2, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 50 THROUGH 52 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 658.10 FEET; THENCE RUN NORTH 88°56'54" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 659.16 FEET TO THE WESTERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 1; THENCE RUN SOUTH 00°01'51" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 656.33 FEET TO THE POINT OF BEGINNING.

CONTAINING: 9.93 ACRES OF LAND, MORE OR LESS.

TITLE COMMITMENT FILE NO: 2037-4935859

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTH 1/2 OF THE SW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT OF WAY DESCRIBED IN DEED BOOK 771, PAGE 438.

PARCEL 2:

THE SOUTH 1/2 OF THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

ALSO DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°32'20" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1311.50 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH BINION ROAD ACCORDING TO PLAT BOOK 1, PAGES 40 THROUGH 43 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 01°09'43" EAST

ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 336.48 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°27'30" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1314.07 FEET TO THE EAST LINE THEREOF; THENCE RUN SOUTH 01°36'18" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 334.68 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10.11 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION: (PREPARED BY ALLEN & COMPANY)

A PARCEL OF LAND LYING IN SECTIONS 7, 8 & 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY FLORIDA. MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF TRACT 33, MAUDEHELEN SUBDIVISION PHASE 4, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGES 53 THROUGH 55 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON THE WESTERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 2, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 50 THROUGH 52 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°00'39" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 443.80 FEET TO THE SOUTHERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 2; THENCE RUN ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES: SOUTH 89°22'06" EAST FOR A DISTANCE OF 461.08 FEET; THENCE RUN SOUTH 00°07'50" EAST FOR A DISTANCE OF 148.07 FEET; THENCE RUN SOUTH 89°14'20" EAST FOR A DISTANCE OF 168.78 FEET; THENCE RUN SOUTH 00°07'50" EAST FOR A DISTANCE OF 360.68 FEET TO THE NORTH LINE OF THE SOUTH 30 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN SOUTH 89°17'38" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 645.04 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE RUN NORTH 00°08'12" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 299.05 FEET TO THE SOUTHERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 2; THENCE RUN NORTH 88°56'54" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 659.16 FEET TO THE WESTERLY LINE OF MAUDEHELEN SUBDIVISION PHASE 1, OF THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 83 THROUGH 86 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°01'51" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 656.33 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE RUN SOUTH 88°47'33" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 657.98 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 02°03'11" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1330.96 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°33'56" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1311.51 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 89°32'20" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1311.50 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH BINION ROAD ACCORDING TO PLAT BOOK 1, PAGES 40 THROUGH 43 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 01°09'43" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 336.48 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°27'30" EAST FOR A DISTANCE OF 1314.07 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE RUN NORTH 01°36'18" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1004.03 FEET TO THE SOUTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°13'08" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 45.00 FEET TO THE WEST LINE OF THE WEST 15 FEET OF EAST 45 FEET OF SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 7; THENCE RUN NORTH 00°00'39" WEST FOR A DISTANCE OF 1071.42 FEET TO THE SOUTHERLY LINE OF SAID MAUDEHELEN SUBDIVISION PHASE 4; THENCE RUN SOUTH 89°13'07" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 76.20 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 33; THENCE RUN NORTH 00°02'24" EAST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 237.98 FEET TO

NORTHWEST CORNER OF SAID TRACT 33; THENCE RUN SOUTH 89°31'10" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 13,59 FEET TO THE POINT OF BEGINNING.

CONTAINING: 79.96 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION: DAVIDSON

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF NORTHEAST 1/4 (LESS 20' RIGHT OF WAY EASEMENT ON WEST FOR PURPOSE OF INGRESS & EGRESS FROM AND TO PROPERTY ON NORTH SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST TOGETHER WITH A 20' INGRESS & EGRESS EASEMENT AS STATED IN O. R. BOOK 3749, PAGE 2060) PUBLIC RECORDS ORANGE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 18, TOWNSHIP 21 SOUTH RANGE 28 EAST TOGETHER WITH THE FOLLOWING EASEMENTS FOR THE PURPOSE OF INGRESS AND EGRESS. THE NORTH 20 FEET OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 (LESS ROAD RIGHT OF WAY ON THE WEST) AND THE WEST 20 FEET OF THE NORTH 1/2 OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 ALL LYING AND BEING IN SECTION 18, TOWNSHIP 21 SOUTH RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING 15.21 ACRES MORE OR LESS.

P:\PROJECT DRAWINGS\MER-008 Binion Road Property aka Thomas Property\Drawings\CAD Civil3D\Layouts\03 PD Master Plan\Cover Sheet.dwg Plotted: 12/3/2021 By: bkllela

LDC SECTION 3.7.2 STATEMENTS:

THE PROPOSED DEVELOPMENT WILL ADDRESS THE FOLLOWING ITEMS AS NOTED IN LDC SECTION 3.7.2.

1. REDUCING THE INFLEXIBILITY OF ZONING DISTRICT STANDARDS THAT SOMETIMES RESULTS FROM STRICT APPLICATION OF THE BASE DISTRICT, AND DEVELOPMENT AND FORM STANDARDS;

THE PROPOSED DEVELOPMENT INCLUDES A MIXTURE OF DIFFERENT PRODUCT TYPES NOT ALLOWED UNDER A STRAIGHT ZONING DISTRICT, INCLUDING FRONT LOADED 66-FOOT AND 75-FOOT LOTS, AS WELL AS REAR LOADED TOWNHOME UNITS.

2. ALLOWING GREATER FLEXIBILITY IN SELECTING: THE FORM AND DESIGN OF DEVELOPMENT, THE WAYS BY WHICH PEDESTRIANS AND TRAFFIC CIRCULATE, HOW THE DEVELOPMENT IS LOCATED AND DESIGNED TO RESPECT THE NATURAL FEATURE OF LAND AND PROTECT THE ENVIRONMENT, THE LOCATION AND INTEGRATION OF OPEN SPACE AND CIVIC SPACE INTO THE DEVELOPMENT, AND DESIGN AMENITIES;

THE DEVELOPMENT IS DESIGNED WITH TWO CONSERVATION TRACT AREAS ON THE SOUTHEASTERN BORDER OF THE PROPERTY IN ORDER TO CREATE ZERO IMPACT TO THE EXISTING FEMA FLOOD LINE AND WETLAND AREA. THE CONSERVATION AREAS LEAVE THE NATURAL FEATURES IN PLACE, CREATING A UNIQUE TERRACED VIEW THROUGHOUT THE DEVELOPMENT. SIMILARLY, A TRACT AREA IS DEDICATED TO LEAVE A KARST FEATURE AND BUFFER AREA IN THE NORTHWEST CORNER OF THE PROPERTY UN-IMPACTED BY THE DEVELOPMENT.

3. ENCOURAGING A GREATER MIX OF LAND USES WITHIN THE SAME DEVELOPMENT;

WITHIN THE DEVELOPMENT, THERE IS A MIXTURE OF TOWNHOMES, 60' LOTS, 75' LOTS, AS WELL AS AN AMENITY TRACT, OPEN SPACE TRACTS, AND STORM-WATER POND TRACTS.

4. ALLOWING MORE EFFICIENT USE OF LAND, WITH SMALLER NETWORKS OF STREETS AND UTILITIES;

TO ALLOW FOR A MORE EFFICIENT USE OF LAND, REAR LOADED TOWNHOMES AND ALLEYS ARE IMPLEMENTED WITHIN THE INTERNAL PORTION OF THE SITE. IN ADDITION PROPOSED ROADWAYS THAT FRONT TOWNHOMES HAVE BEEN DESIGNED WITH ON-STREET PARKING TO ELIMINATE THE NEED FOR INDEPENDENT PARKING LOTS. ADDITIONALLY ALL STREETS HAVE BEEN DESIGNED TO BE DOUBLE LOADED THEREBY CREATING A MORE CONCENTRATED NETWORK OF STREETS AND PROPOSED UTILITIES.

5. PROVIDING PEDESTRIAN CONNECTIONS WITHIN THE SITE AND TO THE PUBLIC RIGHT-OF-WAY; AND

PEDESTRIAN ACCESS POINTS HAVE BEEN DESIGNED TO CONNECT TO THE PUBLIC RIGHT OF WAY AT THE SOUTHWESTERN AND NORTHERN ENTRANCES (S. BINION ROAD, AND JOHNS ROAD RESPECTIVELY). SIDEWALKS ARE LOCATED THROUGHOUT THE DEVELOPMENT. TRAIL ACCESS INTERCONNECTED WITH THE SIDEWALKS EXTEND ALONG THE ENTIRETY OF THE CONSERVATION AREA, BORDERING THE WETLANDS AND FLOOD LINE.

6. PROMOTING DEVELOPMENT FORMS AND PATTERNS THAT RESPECT THE CHARACTER OF ESTABLISHED SURROUNDING NEIGHBORHOODS AND OTHER TYPES OF LAND USES.

PROPERTIES ABUTTING THE NORTHERN EDGE ARE 75' LOTS, MATCHING THOSE LOCATED IN THE MAUDEHELEN SUBDIVISION. THE INTERNAL 60' LOTS ARE CONGRUENT TO THE DEVELOPMENT CHARACTER OF THE CLONTS FARM SUBDIVISION WHICH CONTAINS A MIXTURE OF 55' AND 65' LOTS. A 50' LANDSCAPE BUFFER IS LOCATED ALONG THE NORTHWESTERN EDGE OF THE PROPOSED DEVELOPMENT IN ORDER TO ADEQUATELY BUFFER THE EXISTING A-1 ZONING CONDITIONS ALONG THAT PROPERTY BOUNDARY. THE CONSERVATION AREAS LOCATED ON THE SOUTHEASTERN PORTIONS OF THE PROPERTY HAVE BEEN PRESERVED IN ORDER TO ELIMINATE ANY IMPACTS TO THE EXISTING WETLAND AND LEAVE THE EXISTING WETLAND AND FLOODPLAIN SYSTEMS INTACT.

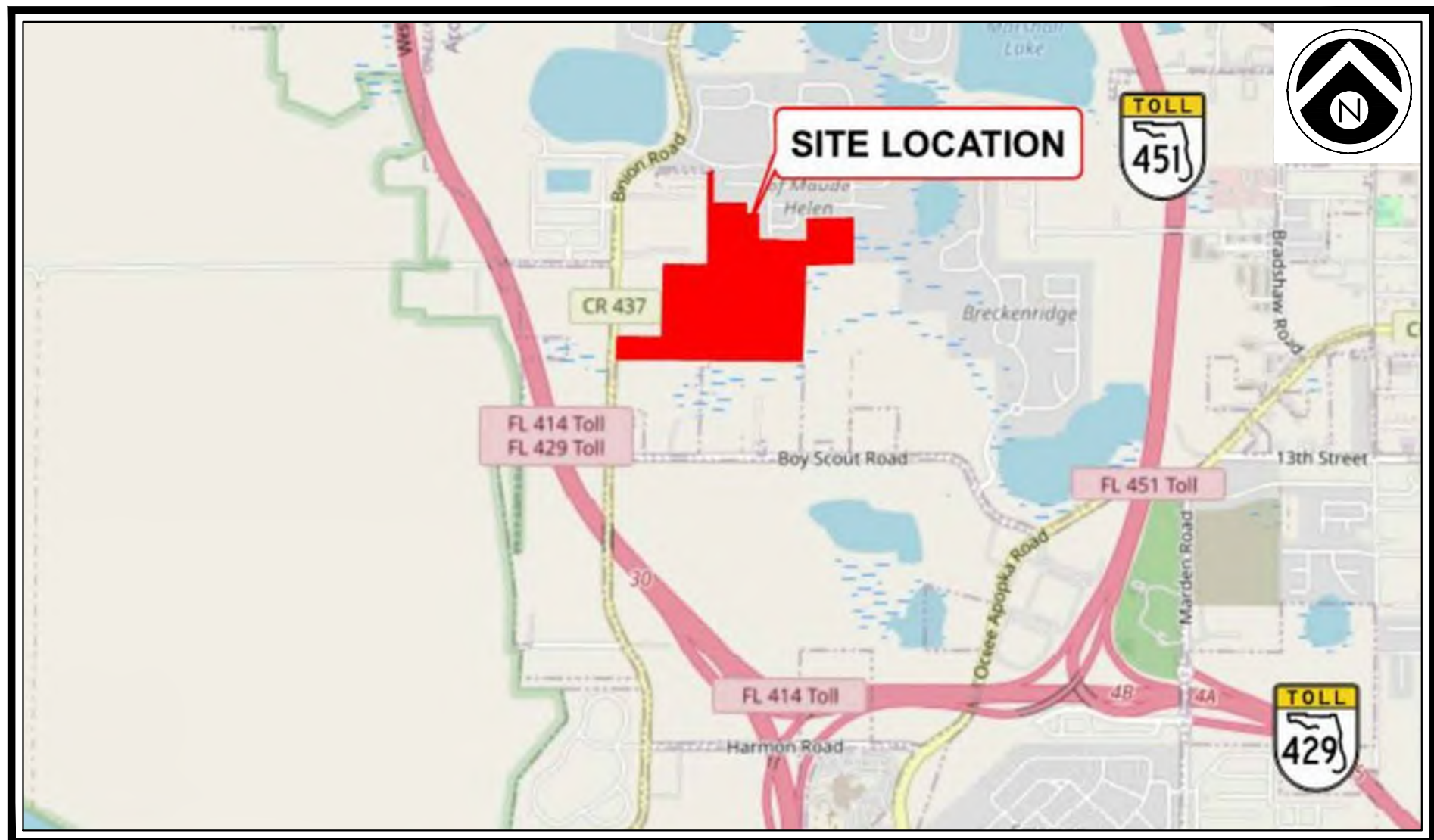
PLANNED DEVELOPMENT MASTER PLAN

FOR

MAGNOLIA TERRACE

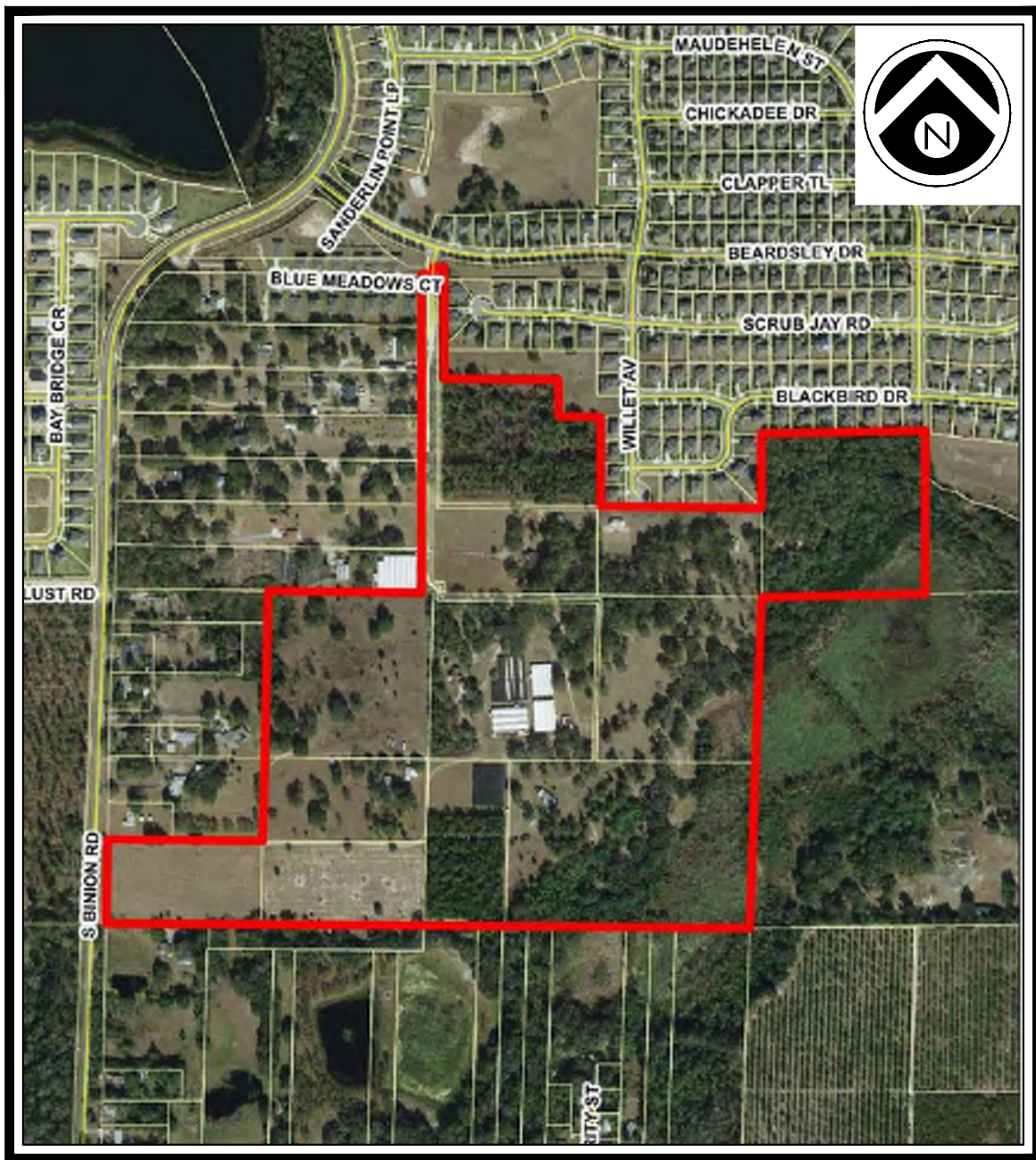
CITY OF APOPKA, FLORIDA

OCPA PARCEL ID: 07-21-28-0000-00-016, 07-21-28-0000-00-021, 07-21-28-0000-00-044,
08-21-28-0000-00-007, 18-21-28-0000-00-018, 18-21-28-0000-00-019, 18-21-28-0000-00-023,
18-21-28-0000-00-054, 18-21-28-0000-00-056, 18-21-28-0000-00-071



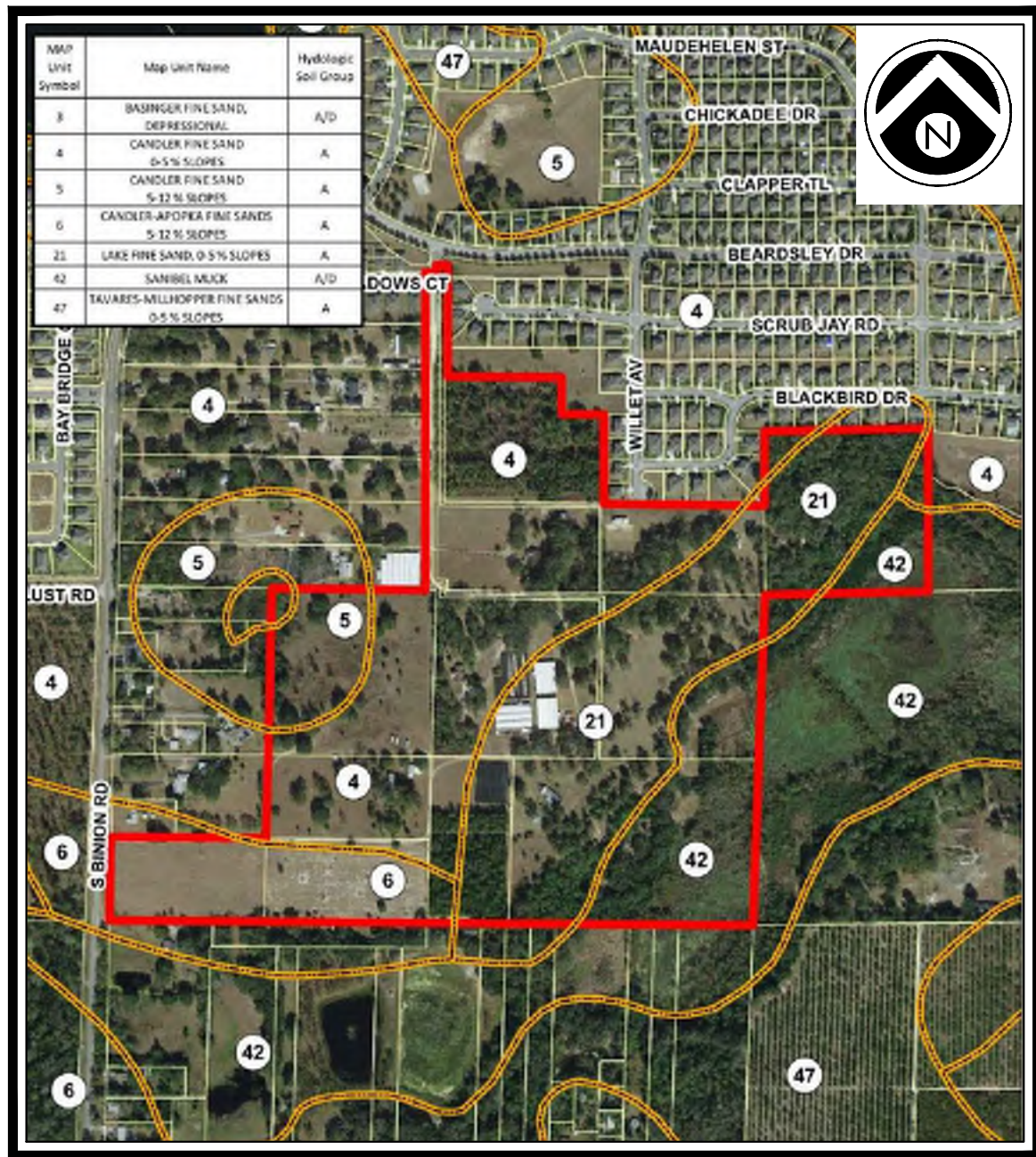
VICINITY MAP

SCALE: 1" = 2,000'



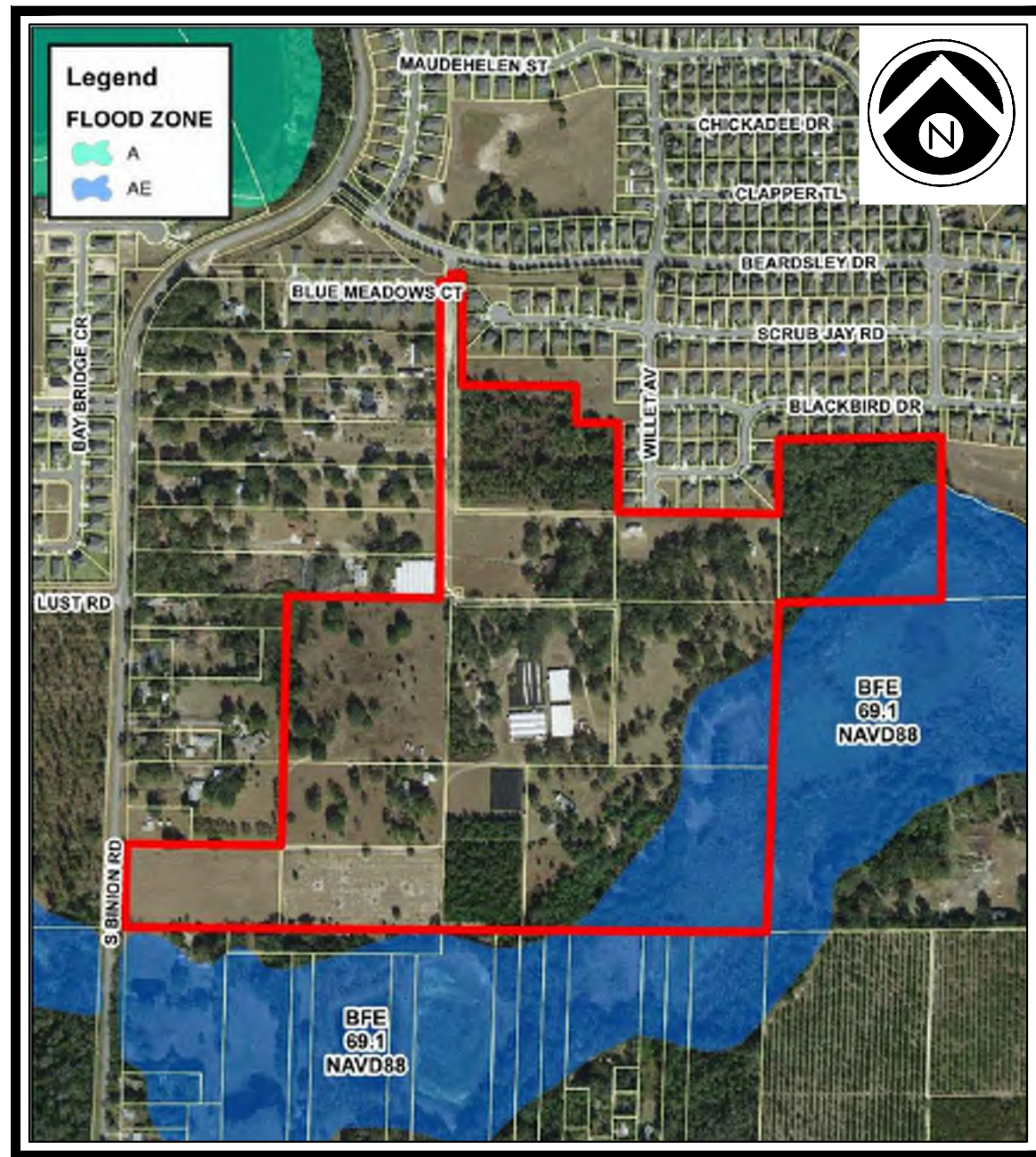
AERIAL MAP

SCALE: 1" = 400'



SOILS MAP

SCALE: 1" = 400'



FEMA FLOOD MAP

SCALE: 1" = 400'

Sheet Index

SHEET NUMBER	SHEET TITLE
C0.0	COVER SHEET
MP. 1	MASTER PLAN -- OVERALL
MP. 2	MASTER PLAN
MP. 3	SITE DATA
MP. 4	DEVELOPMENT STANDARDS

LDC SECTION 3.7.2.E.1:

PER LDC SECTION 3.7.2.E.1a, A DEVELOPMENT IN A PD DISTRICT SHALL COMPLY WITH THE STANDARDS IN ARTICLE 5: DEVELOPMENT STANDARDS, ARTICLE 6: ENVIRONMENTAL STANDARDS, AND ARTICLE 7: CONCURRENCY, UNLESS THEY ARE MODIFIED AS ALLOWED BY TABLE 3.7.2.E.1: PD DISTRICT DEVELOPMENT STANDARDS SUBJECT TO MODIFICATION.

PER LDC SECTION 3.7.2.E.1b, MODIFICATIONS TO DEVELOPMENT STANDARDS, AS ALLOWED IN TABLE 3.7.2.E.1: PD DISTRICT, DEVELOPMENT STANDARDS SUBJECT TO MODIFICATION SHALL BE:

1. CONSISTENT WITH THE PURPOSES OF THE PD DISTRICT; AND
2. DOCUMENTED IN THE PD PLAN AND PD AGREEMENT, WITH A CLEAR BASIS FOR WHY THE CHANGE IS NEEDED, HOW IT SUPPORTS THE PURPOSES OF THE DISTRICT, AND HOW IT SUPPORTS HIGH-QUALITY DEVELOPMENT.

NOT FOR CONSTRUCTION



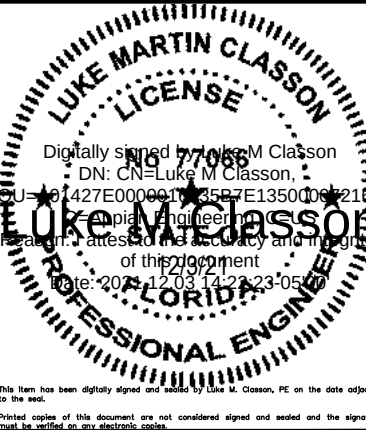
2221 LEE ROAD, SUITE 27
WINTER PARK, FLORIDA 32789
(407) 960-5868

BOARD OF PROFESSIONAL
ENGINEERING CERTIFICATE
NO. 32174

PERMITS REQUIRED

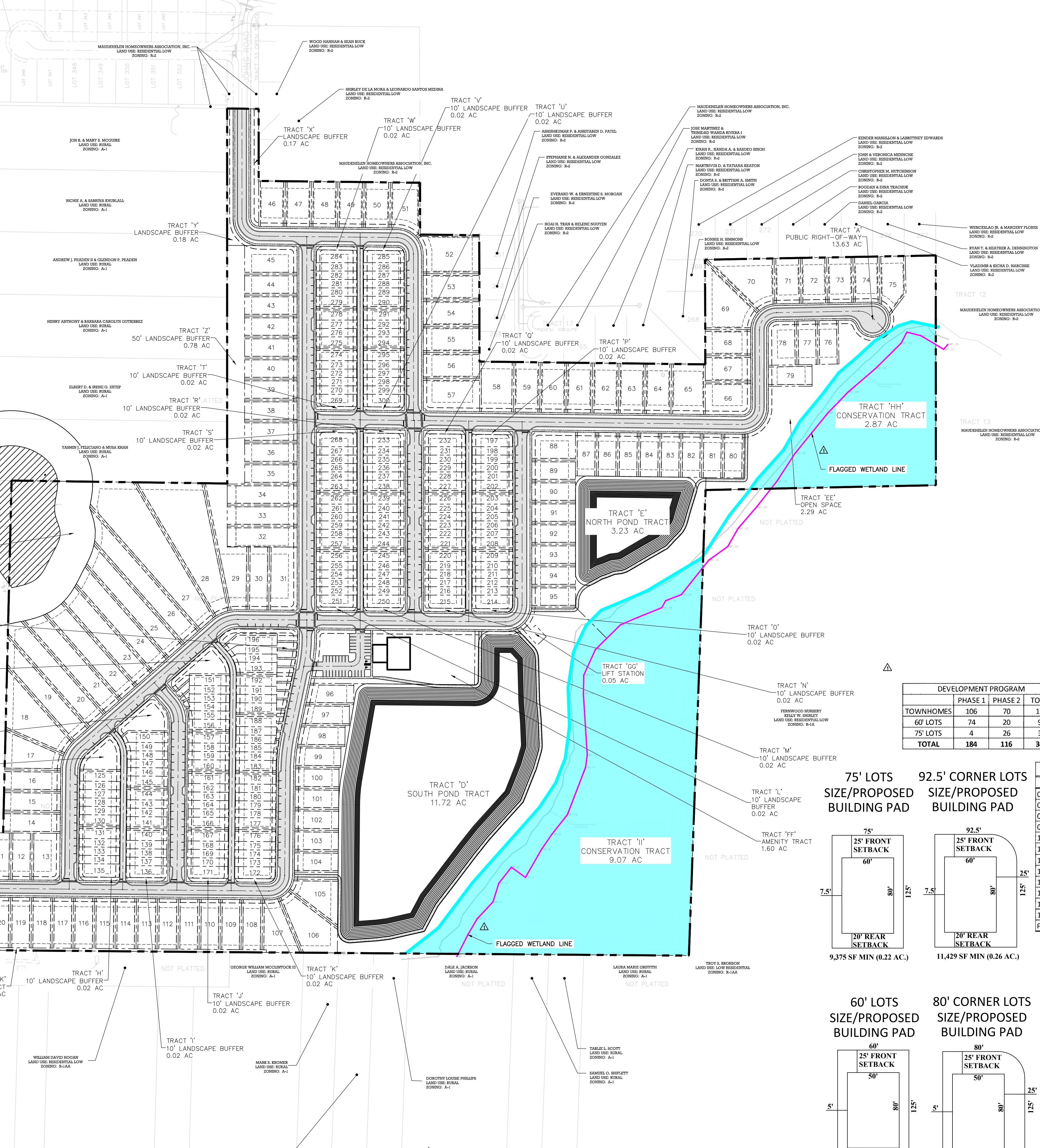
AGENCY	PERMIT TYPE	DATE APPLIED	DATE APPROVED	APPROVAL NO.
CITY OF APOPKA	MASTER PLAN			

2021/04/12	CITY OF APOPKA -- COMMENT DATED 2021-04-12
2021/05/17	CITY OF APOPKA -- COMMENT DATED 2021-05-17
2021/06/07	CITY OF APOPKA -- COMMENT DATED 2021-06-07
2021/06/28	CITY OF APOPKA -- COMMENT DATED 2021-06-28
REV.	DATE
	DESCRIPTION



TRACT DATA				
TRACT	DESCRIPTION	AREA (AC)	AREA (SF)	OWNER
TRACT 'A'	PUBLIC RIGHT OF WAY	13.63 AC	593,696.67 SF	CITY
TRACT 'B'	DEDICATED PUBLIC RIGHT OF WAY	0.08 AC	3,364.65 SF	COUNTY
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TRACT 'D'	SOUTH POND TRACT	11.72 AC	510,625.12 SF	H.O.A.
TRACT 'E'	NORTH POND TRACT	3.23 AC	140,662.60 SF	H.O.A.
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TRACT 'G'	10' LANDSCAPE BUFFER	0.03 AC	1,449.07 SF	H.O.A.
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TRACT 'U'	10' LANDSCAPE BUFFER	0.02 AC	1,025.40 SF	H.O.A.
TRACT 'V'	10' LANDSCAPE BUFFER	0.02 AC	1,026.58 SF	H.O.A.
TRACT 'W'	10' LANDSCAPE BUFFER	0.02 AC	1,025.45 SF	H.O.A.
TRACT 'X'	LANDSCAPE BUFFER	0.17 AC	7,471.70 SF	H.O.A.
TRACT 'Y'	LANDSCAPE BUFFER	0.18 AC	7,963.36 SF	H.O.A.
TRACT 'Z'	50' LANDSCAPE BUFFER	0.78 AC	34,087.03 SF	H.O.A.
TRACT 'AA'	OPEN SPACE	0.17 AC	7,578.90 SF	H.O.A.
TRACT 'BB'	OPEN SPACE	0.19 AC	8,493.08 SF	H.O.A.
TRACT 'CC'	OPEN SPACE	0.23 AC	9,911.74 SF	H.O.A.
TRACT 'DD'	OPEN SPACE	0.33 AC	14,438.73 SF	H.O.A.
TRACT 'EE'	OPEN SPACE	2.29 AC	99,743.83 SF	H.O.A.
TRACT 'FF'	AMENITY TRACT	1.60 AC	69,877.97 SF	H.O.A.
TRACT 'GG'	LIFT STATION	0.05 AC	1,975.58 SF	CITY
TRACT 'HH'	CONSERVATION TRACT	2.87 AC	124,965.29 SF	H.O.A. *
TRACT 'II'	CONSERVATION TRACT	9.07 AC	394,995.58 SF	H.O.A. *
TRACT 'JJ'	OPEN SPACE	1.89 AC	82,485.08 SF	H.O.A.
TRACT 'KK'	7.5' ACCESS TRACT	0.24 AC	10,545.04 SF	H.O.A.

* Tracts 'HH' and 'II' are to be owned and maintained by the home owners' association with development rights dedicated to the City of Apopka, Florida. No construction, clearing, grading or alteration of tracts 'HH' and 'II' is allowed unless approved by the City of Apopka and the other applicable jurisdictional agencies. Tracts 'HH' and 'II' are subject to a conservation easement in favor of the St. Johns River Water Management District pursuant to section 704.06, Florida Statutes, to be dedicated by separate instrument in the public records of Orange County, Florida.

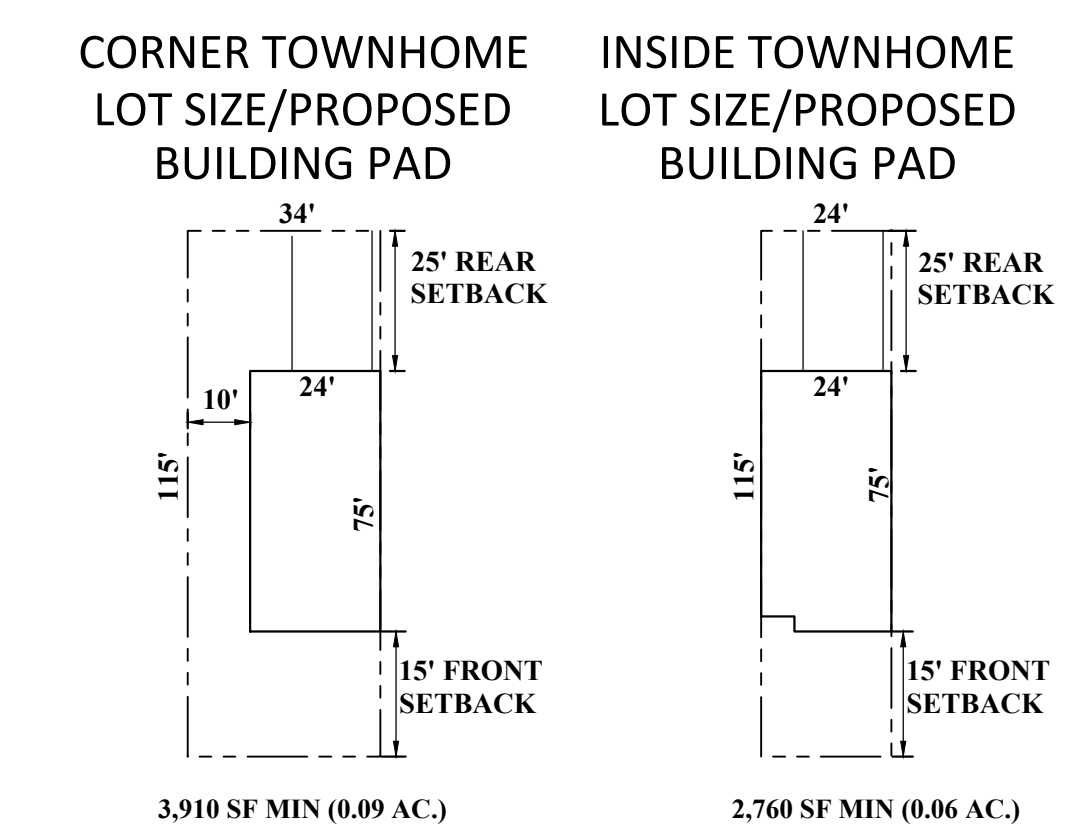
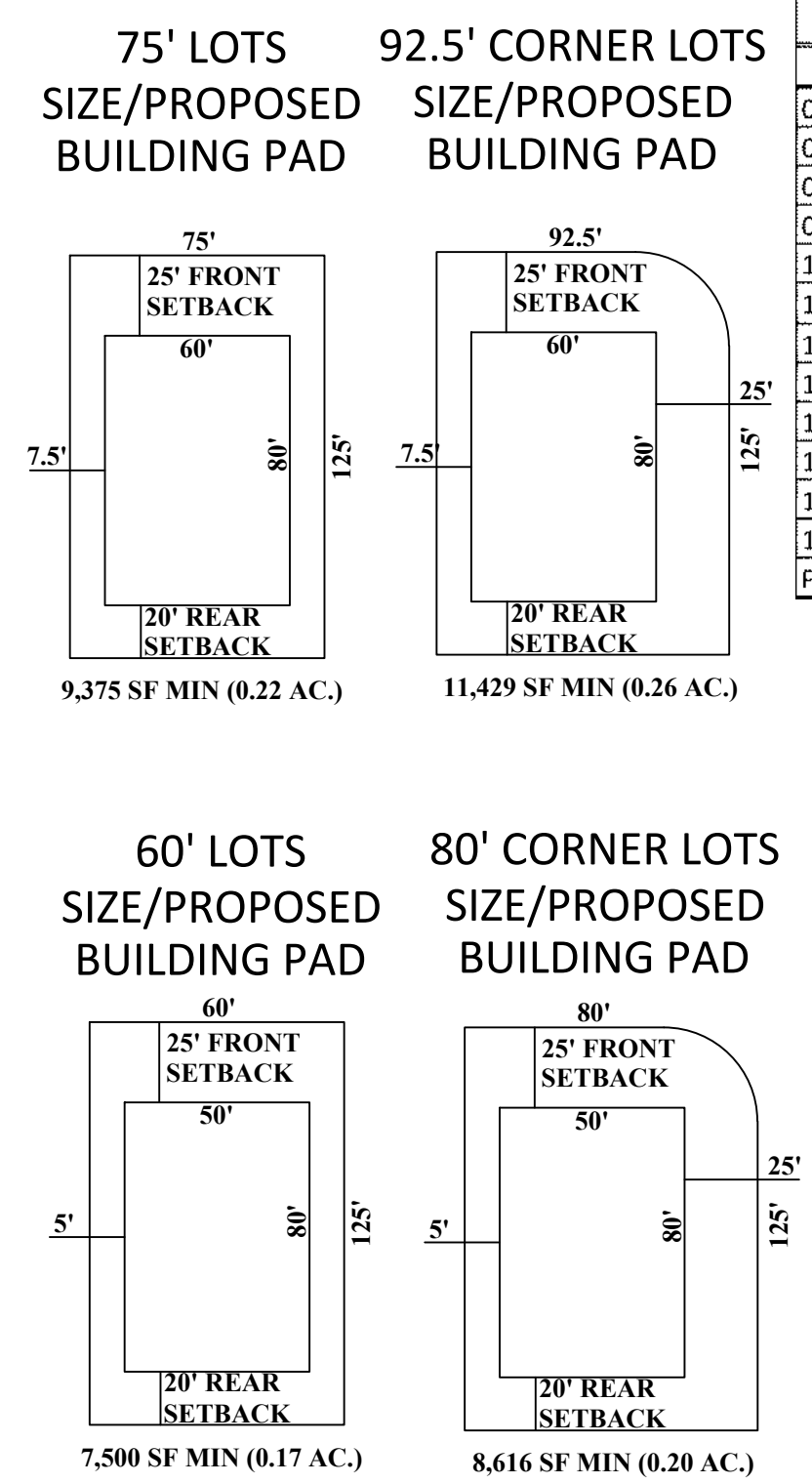


OVERALL SITE DATA:		
OCPA - PARCEL ID #:	07-21-28-0000-00-016	
	07-21-28-0000-00-021	
	07-21-28-0000-00-044	
	08-21-28-0000-00-007	
	18-21-28-0000-00-018	
	18-21-28-0000-00-019	
	18-21-28-0000-00-020	
	18-21-28-0000-00-023	
	18-21-28-0000-00-038	
	18-21-28-0000-00-054	
	18-21-28-0000-00-056	
	18-21-28-0000-00-071	
TOTAL PROPERTY AREA:	95.09 ac.	△
DEDICATED PUBLIC RIGHT-OF-WAY AREA	0.08 AC.	
TOTAL CONSERVATION AREA	11.94 AC.	
TOTAL KARST AREA	1.89 AC.	△
TOTAL DEVELOPABLE AREA:	81.18 AC.	△
PROPOSED DENSITY:	300 DU/81.18 AC.	
	= 3.70 DU/AC.	
THIS DEVELOPMENT SHALL BE CONSTRUCTED IN TWO PHASES.		

OPEN SPACE TABLE		
OPEN SPACE REQUIRED (30%)	24.35 AC	30.00%
PROPOSED OPEN SPACE		
LANDSCAPE BUFFERS	1.51 AC	1.86%
OPEN SPACE TRACTS	5.10 AC	6.28%
CONSERVATION (50% MAX)	11.94 AC	14.71%
STORMWATER POND (50% MAX)	12.17 AC	14.99%
TOTAL	30.72 AC	37.84%

DEVELOPMENT PROGRAM			
	PHASE 1	PHASE 2	TOTAL
TOWNHOMES	106	70	176
60' LOTS	74	20	94
75' LOTS	4	26	30
TOTAL	184	116	300

PARCEL DATA			
PARCEL	TOTAL PARCEL AREA	OWNER	
07-21-28-0000-00-016	5.40 AC	235,340 SF	MARION & MARY HOPPER
07-21-28-0000-00-021	5.91 AC	257,301 SF	HAROLD & MELODY THOMAS
07-21-28-0000-00-044	7.04 AC	306,351 SF	MARY HOPPER
08-21-28-0000-00-007	9.93 AC	432,748 SF	VERNUS & GAIL STAPLER
18-21-28-0000-00-018	10.47 AC	455,911 SF	HAROLD & MELODY THOMAS
18-21-28-0000-00-019	5.04 AC	219,680 SF	HAROLD & MELODY THOMAS
18-21-28-0000-00-020	10.15 AC	442,060 SF	KENNETH & NATALIE DAVISON
18-21-28-0000-00-023	5.05 AC	219,941 SF	ANITA & DOUGLAS MATTHEWS
18-21-28-0000-00-038	5.06 AC	220,377 SF	KENNETH & NATALIE DAVISON
18-21-28-0000-00-054	10.06 AC	438,183 SF	HAROLD & MELODY THOMAS
18-21-28-0000-00-056	15.92 AC	693,555 SF	GEORGE & SANDRA THOMAS
18-21-28-0000-00-071	5.06 AC	220,547 SF	ANITA & DOUGLAS MATTHEWS
PROPERTY AREA	95.09 AC	4,141,994 SF	MERITAGE HOMES, INC.



NOT FOR CONSTRUCTION

CIVIL ENGINEERING I LAND PLANNING

APPIAN ENGINEERING LLC.

2221 Lee Road, Suite 217, Winter Park, Florida 32789

APPIANFL.COM • 407.960.5868

PLANNED DEVELOPMENT

MASTER PLAN – OVERALL

MAGNOLIA TERRACE

CITY OF APOPKA, FLORIDA

DRAWN: S. SULLIVAN

DESIGNED: J. PALM

CHECKED: L. CLASON

DATE: 12/3/2021

SCALE: 1" = 150'

PROJECT: MER-008

SHEET: MP. 1

APPIAN ENGINEERING

PROFESSIONAL ENGINEER

FLORIDA

12/3/2021

18/28/2021 CITY OF APOPKA - COMMENT DATED 06/28/2021

18/07/2021 CITY OF APOPKA - COMMENT DATED 06/07/2021

05/17/2021 CITY OF APOPKA - COMMENT DATED 05/17/2021

04/12/2021 CITY OF APOPKA - COMMENT DATED 04/12/2021

BY

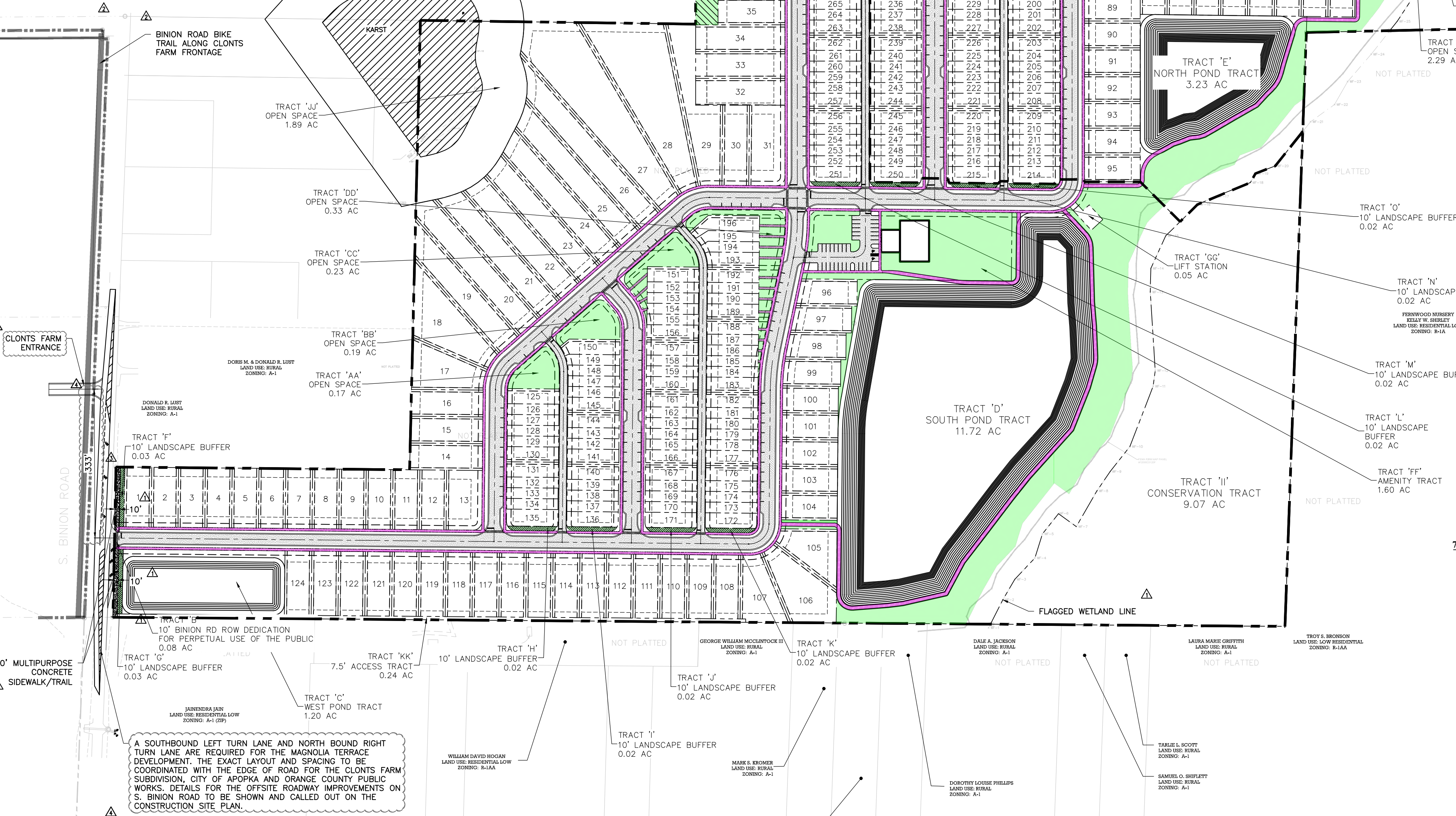
REV

DATE

DESCRIPTION

TRACT DATA				
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TRACT 'B'	DEDICATED PUBLIC RIGHT OF WAY	0.08 AC	3,364.65 SF	COUNTY
TRACT 'C'	WEST POND TRACT	1.20 AC	52,469.47 SF	H.O.A.
TRACT 'D'	SOUTH POND TRACT	11.72 AC	510,625.12 SF	H.O.A.
TRACT 'E'	NORTH POND TRACT	3.23 AC	140,662.60 SF	H.O.A.
TRACT 'F'	10' LANDSCAPE BUFFER	0.03 AC	1,340.50 SF	H.O.A.
TRACT 'G'	10' LANDSCAPE BUFFER	0.03 AC	1,449.07 SF	H.O.A.
TRACT 'H'	10' LANDSCAPE BUFFER	0.02 AC	1,025.96 SF	H.O.A.
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TRACT 'Y'	LANDSCAPE BUFFER	0.18 AC	7,963.36 SF	H.O.A.
TRACT 'Z'	50' LANDSCAPE BUFFER	0.78 AC	34,087.03 SF	H.O.A.
TRACT 'AA'	OPEN SPACE	0.17 AC	7,578.90 SF	H.O.A.
TRACT 'BB'	OPEN SPACE	0.19 AC	8,499.08 SF	H.O.A.
TRACT 'CC'	OPEN SPACE	0.23 AC	9,911.74 SF	H.O.A.
TRACT 'DD'	OPEN SPACE	0.33 AC	14,438.73 SF	H.O.A.
TRACT 'EE'	OPEN SPACE	2.29 AC	99,743.83 SF	H.O.A.
TRACT 'FF'	AMENITY TRACT	1.60 AC	69,877.97 SF	H.O.A.
TRACT 'GG'	UFT STATION	0.05 AC	1,975.58 SF	CITY
TRACT 'HH'	CONSERVATION TRACT	2.87 AC	124,965.29 SF	H.O.A.*
TRACT 'II'	CONSERVATION TRACT	9.07 AC	394,980.58 SF	H.O.A.*
TRACT 'JJ'	OPEN SPACE	1.89 AC	82,485.08 SF	H.O.A.
TRACT 'KK'	7.5' ACCESS TRACT	0.24 AC	10,545.04 SF	H.O.A.

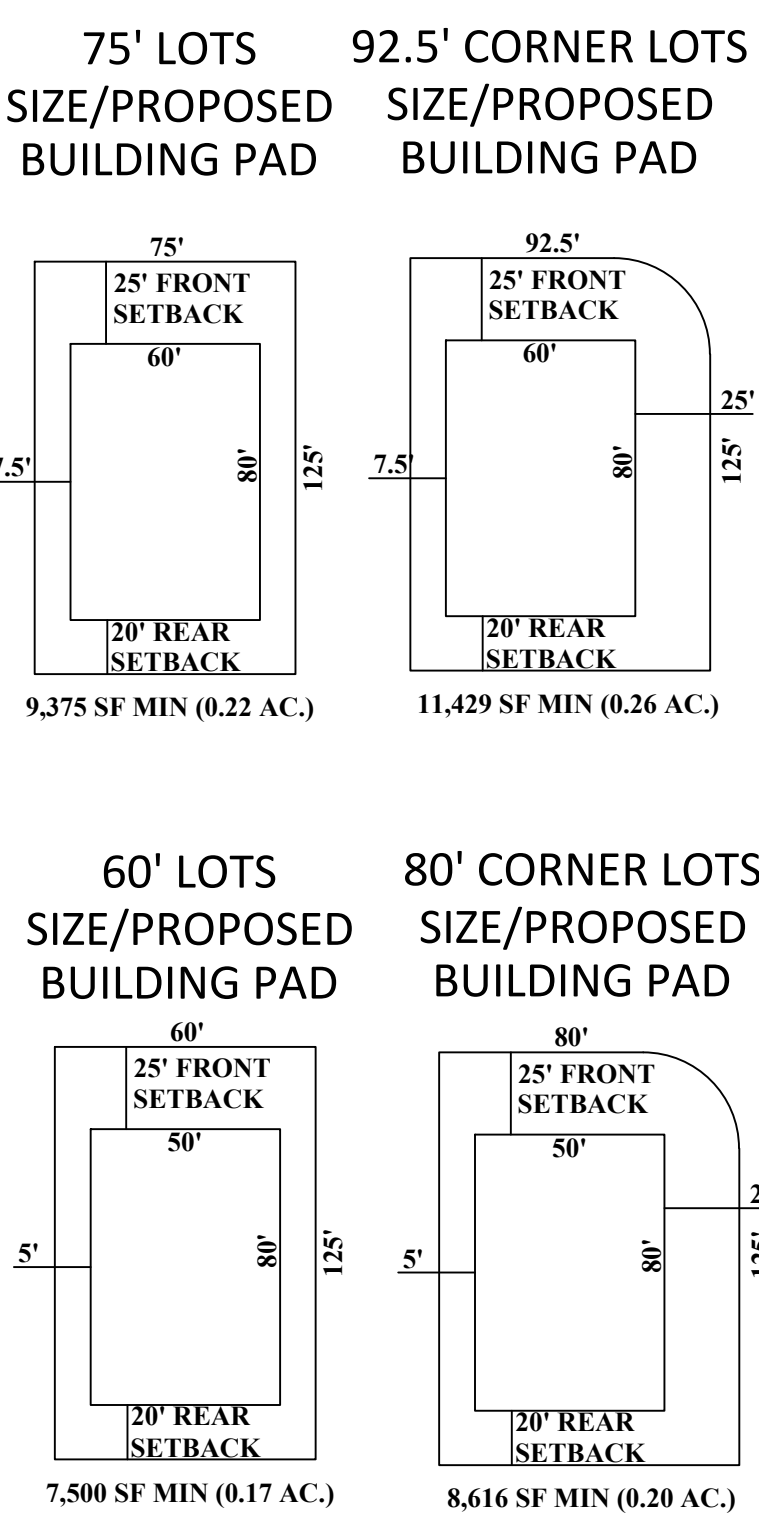
* Tracts 'HH' and 'II' are to be owned and maintained by the home owners' association with development rights dedicated to the City of Apopka, Florida. No construction, clearing, grading or alteration of tracts 'HH' and 'II' is allowed unless approved by the City of Apopka and the other applicable jurisdictional agencies. Tracts 'HH' and 'II' are subject to a conservation easement in favor of the St. Johns River Water Management District pursuant to section 704.06, Florida Statutes, to be dedicated by separate instrument in the public records of Orange County, Florida.



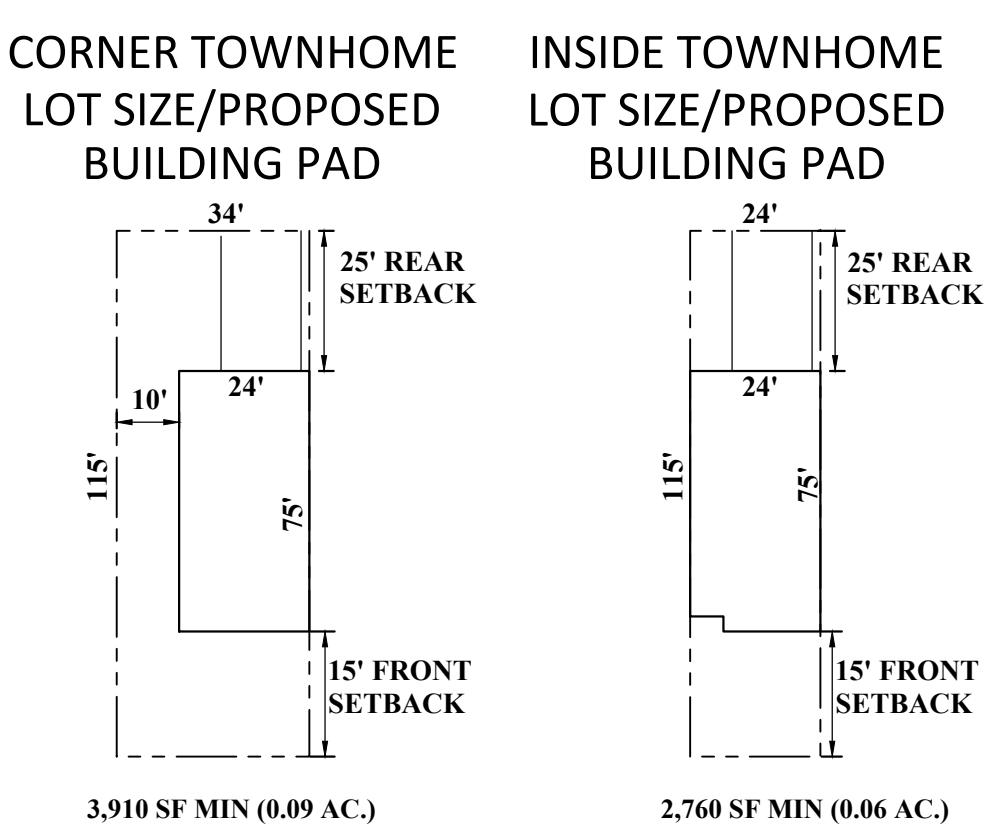
OVERALL SITE DATA:		
OCPA - PARCEL ID #:		
	07-21-28-0000-00-016	
	07-21-28-0000-00-021	
	07-21-28-0000-00-044	
	08-21-28-0000-00-007	
	18-21-28-0000-00-018	
	18-21-28-0000-00-019	
	18-21-28-0000-00-020	
	18-21-28-0000-00-023	
	18-21-28-0000-00-038	
	18-21-28-0000-00-054	
	18-21-28-0000-00-056	
	18-21-28-0000-00-071	
TOTAL PROPERTY AREA:		
	95.09 AC.	
DEDICATED PUBLIC RIGHT-OF-WAY AREA		
	0.08 AC.	
TOTAL CONSERVATION AREA		
	11.94 AC.	
TOTAL KARST AREA		
	1.89 AC.	
TOTAL DEVELOPABLE AREA:		
	81.18 AC.	
PROPOSED DENSITY:		
	300 DU/81.18 AC.	
	= 3.70 DU/AC.	
THIS DEVELOPMENT SHALL BE CONSTRUCTED IN TWO PHASES.		

DEVELOPMENT PROGRAM			
	PHASE 1	PHASE 2	TOTAL
TOWNHOMES	106	70	176
60' LOTS	74	20	94
75' LOTS	4	26	30
TOTAL	184	116	300

OPEN SPACE TABLE		
OPEN SPACE REQUIRED (30%)	24.35 AC	30.00%
PROPOSED OPEN SPACE		
LANDSCAPE BUFFERS	1.51 AC	1.86%
OPEN SPACE TRACTS	5.10 AC	6.28%
CONSERVATION (50% MAX)	11.94 AC	14.71%
STORMWATER POND (50% MAX)	12.17 AC	14.99%
TOTAL	30.72 AC	37.84%



PARCEL DATA			
PARCEL	TOTAL PARCEL AREA	OWNER	
07-21-28-0000-00-016	5.40 AC	MARION & MARY HOPPER	
07-21-28-0000-00-021	5.91 AC	HAROLD & MELODY THOMAS	
07-21-28-0000-00-044	7.04 AC	MARY HOPPER	
08-21-28-0000-00-007	9.93 AC	VERNUS & GAIL STAPLER	
18-21-28-0000-00-018	10.47 AC	HAROLD & MELODY THOMAS	
18-21-28-0000-00-019	5.04 AC	HAROLD & MELODY THOMAS	
18-21-28-0000-00-020	10.15 AC	KENNETH & NATALIE DAVISON	
18-21-28-0000-00-023	5.05 AC	ANITA & DOUGLAS MATTHEWS	
18-21-28-0000-00-038	5.06 AC	KENNETH & NATALIE DAVISON	
18-21-28-0000-00-054	10.06 AC	HAROLD & MELODY THOMAS	
18-21-28-0000-00-056	15.92 AC	GEORGE & SANDRA THOMAS	
18-21-28-0000-00-071	5.06 AC	ANITA & DOUGLAS MATTHEWS	
PROPERTY AREA	95.09 AC	4,141,994 SF	
		MERITAGE HOMES, INC.	



NOT FOR CONSTRUCTION

CIVIL ENGINEERING I LAND PLANNING

APPIAN ENGINEERING LLC.

2221 Lee Road, Suite 217, Winter Park, Florida 32789

APPIANFL.COM • 407.960.5868

PLANNED DEVELOPMENT MASTER PLAN

MAGNOLIA TERRACE

CITY OF APOPKA, FLORIDA

DRAWN: S. SULLIVAN

DESIGNED: J. PALM

CHECKED: L. CLASSON

DATE: 12/3/2021

SCALE: 1" = 150'

PROJECT: MER-008

SHEET: MP. 2

APPIAN ENGINEERING

LUKE MARTIN CLASSON

No. 77066

STATE OF FLORIDA

PROFESSIONAL ENGINEER

18/07/2021 CITY OF APOPKA - COMMENT DATED 06/07/2021

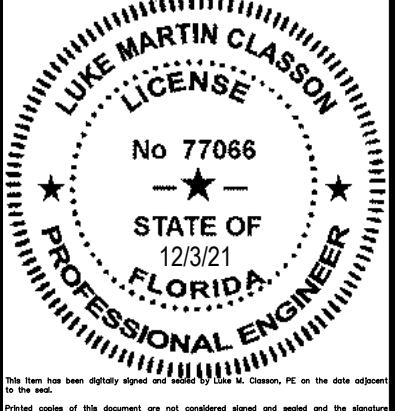
05/17/2021 CITY OF APOPKA - COMMENT DATED 05/17/2021

04/12/2021 CITY OF APOPKA - COMMENT DATED 04/12/2021

BY: DATE DESCRIPTION

SITE DATA:

OCPA - PARCEL ID #:		07-21-28-0000-00-016 07-21-28-0000-00-044 07-21-28-0000-00-021 18-21-28-0000-00-018 18-21-28-0000-00-019 18-21-28-0000-00-054 08-21-28-0000-00-007 18-21-28-0000-00-023 18-21-28-0000-00-071 18-21-28-0000-00-056 18-21-28-0000-00-020 18-21-28-0000-00-038
TOTAL PARCEL AREA:		95.09 Ac.
FEMA FLOOD INSURANCE RATE MAP FLOOD ZONE:		X FIRM PANEL #12095C0120F DATED SEPT. 25, 2009
EXISTING ZONING:		A-1 (ZIP), R-1AA
PROPOSED ZONING:		PD
ADJACENT ZONING:		A-1 (ZIP), A-1 (COUNTY), R-1AA, R-2 NORTH A-1 (ZIP), A-1 (COUNTY), R-1A, R-1AA SOUTH A-1 (ZIP), R-1A, R-1AA, R-2 EAST A-1 (ZIP), A-1 (COUNTY), R-2 WEST
EXISTING FUTURE LAND USE (FLU):		RL
PROPOSED FUTURE LAND USE (FLU):		RL
ADJACENT FUTURE LAND USE (FLU):		RL, R (COUNTY) NORTH RL, R (COUNTY) SOUTH RL EAST RL, R (COUNTY), COMM. WEST
PROPOSED DENSITY:		300 LOTS / 81.18 AC = 3.70 DU/AC
PROPOSED MINIMUM LOT REQUIREMENTS		
24' LOT:		2,880 SF MINIMUM LOT AREA 24 ft. MINIMUM LOT WIDTH 115 ft. MINIMUM LOT DEPTH 35 ft. MAXIMUM BUILDING HEIGHT SETBACKS FRONT PORCH 3 ft. FRONT 15 ft. SIDE 10 ft. REAR 25 ft. CORNER 10 ft.
60' LOT:		7,200 SF MINIMUM LOT AREA 60 ft. MINIMUM LOT WIDTH 120 ft. MINIMUM LOT DEPTH 35 ft. MAXIMUM BUILDING HEIGHT SETBACKS FRONT PORCH 3 ft. FRONT 25 ft. SIDE 5 ft. REAR 20 ft. CORNER 25 ft.
75' LOT:		9,000 SF MINIMUM LOT AREA 75 ft. MINIMUM LOT WIDTH 120 ft. MINIMUM LOT DEPTH 35 ft. MAXIMUM BUILDING HEIGHT SETBACKS FRONT PORCH 3 ft. FRONT 25 ft. SIDE 7.5 ft. REAR 20 ft. CORNER 25 ft.



SCALE	DRAWN:
N.T.S.	S. SULLIVAN
PROJECT	DESIGNED:
MER-008	J. PALM
SHEET	CHECKED:
MP. 3	L. CLASON
	DATE:
	12/3/2021

PLANNED DEVELOPMENT MASTER PLAN SITE DATA
MAGNOLIA TERRACE CITY OF APOPKA, FLORIDA

CIVIL ENGINEERING | LAND PLANNING

APPIAN ENGINEERING LLC.

APPIANFL.COM • 407.960.5868

2231 Lee Road, Suite 211, Winter Park, Florida 32789

REGISTERED PROFESSIONAL ENGINEER, STATE OF FLORIDA, LICENSE NO. 77066

REV.	DATE	DESCRIPTION
1	08/28/2021	CITY OF APOPKA - COMMENT DATED 08/28/2021
2	08/07/2021	CITY OF APOPKA - COMMENT DATED 08/07/2021
3	05/17/2021	CITY OF APOPKA - COMMENT DATED 05/17/2021
4	04/12/2021	CITY OF APOPKA - COMMENT DATED 04/12/2021
BY		

NOT FOR CONSTRUCTION



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 2.

Meeting Date: February 21, 2024

Department: Public Services

SUBJECT:

Change of Chapter 58, Article III, "Private Refuse Collection Services," of the Code of Ordinances of the City of Apopka

REQUEST:

Approve Change of Chapter 58, Article III, "Private Refuse Collection Services," of the Code of Ordinances of the City of Apopka

SUMMARY:

Under the directions of the previous City Administrator, the Division began using a written franchise agreement to memorialize the agreement with franchisees based on the above reference code. The previous attorney drafted the agreement that clearly defined responsibilities for the franchisees however some details and practices were not in exact agreement with the ordinance and the two were never reconciled. The proposed ordinance change corrects this situation and brings the ordinance and the franchise agreement into agreement.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Approve Change of Chapter 58, Article III, "Private Refuse Collection Services," of the Code of Ordinances of the City of Apopka

ATTACHMENTS:

1. Proposed changes to Chapter 58, Article III, "Private Refuse Collection Services," of the Code of Ordinances of the City of Apopka
2. City of Apopka Roll-off Franchise overview PowerPoint
3. Current Franchise Agreement

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ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF APOPKA, FLORIDA, AMENDING CHAPTER 58, "SOLID WASTE," OF THE APOPKA CODE OF ORDINANCES TO RECONCILE THE PROVISIONS OF CHAPTER 58 RELATED TO PRIVATE REFUSE COLLECTION SERVICES WITH ANY ROLL-OFF CONTAINER SOLID WASTE COLLECTION SERVICE FRANCHISE AGREEMENTS; TO ESTABLISH KEY REQUIREMENTS AND ESSENTIAL CLAUSES FOR ENTERING NON-EXCLUSIVE FRANCHISE AGREEMENTS FOR ROLL-OFF CONTAINER SOLID WASTE COLLECTION SERVICES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority provided by Section 2, Art. VIII, of the Florida Constitution, and Section 180.14, Florida Statutes, the City may grant to private companies or corporations the privilege or franchise for the collection and disposal of solid waste, other waste, and recyclable material for certain terms of years and upon such conditions and limitations as may be deemed expedient and for the best interest of the City; and

WHEREAS, the City adopted Chapter 58, Art. III, "Private Refuse Collection Services," governing private solid waste collection within the City in 1992 and there have only been partial amendments, if any, in the decades since; and

WHEREAS, since 1992, the solid waste industry has adopted improved operational standards and practices, leading to better service for residents and reduced environmental impact. However, this progress has also made some existing City Code regulations obsolete, as they no longer reflect the industry's current capabilities and practices; and

WHEREAS, as a result, the City's franchise agreements with companies who provide roll-off container solid waste collection and disposal services have deviated from Code requirements to reflect current industry standards; and

WHEREAS, the City has determined that amending the Code provisions that govern franchise agreements for private roll-off container solid waste collection and disposal services will relieve inconsistencies with current practices; and

WHEREAS, recognizing the dynamic nature of industry customs in solid waste, the City finds that setting minimum standards and best practices can achieve the benefits of responsible contract terms while preserving the flexibility needed to keep pace with evolving industry needs and better serve the community; and

WHEREAS, based on the foregoing, the City Council finds the adoption of this Ordinance to be in the best interest of the health, safety, and welfare of the public.

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

(Words in ~~strike-through~~ type are deletions; words in underscore type are additions; asterisks (* * * *) indicate an omission from the existing text which is intended to remain unchanged.)

SECTION I: Chapter 58, Article III, “Private Refuse Collection Services,” of the Code of Ordinances of the City of Apopka is hereby amended as follows:

CHAPTER 58. – SOLID WASTE

* * * *

ARTICLE III. – PRIVATE REFUSE COLLECTION SERVICES

Sec. 58-122 – 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:

Containers means either open-top or scow-type containers used only for nonputrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten cubic yards' capacity or larger.

~~*Department head* means the person designated by the mayor.~~

Franchisee means the person proposing to provide the service under a franchise.

Garbage, industrial wastes, refuse, and rubbish have the same definitions as provided in section 58-21.

Service encompasses the use of roll-on/roll-off containers as used with mechanical pickup devices or compaction devices, or both.

Sec. 58-123. Penalty for violation of article.

Violations of this article shall be prosecuted in the manner provided by section 1-14.

Sec. 58-124. Requirement of franchise agreement for private refuse collection services.

(1) Any person or entity who engages in roll-off container solid waste collection and disposal services within the City shall be required to enter into a non-exclusive franchise agreement with the City to provide such service.

(2) In addition to the franchise agreement required herein, every franchisee shall obtain and maintain at all times during the franchisee's operations all applicable permits and licenses required by any public agency having jurisdiction over the operation of said business.

95 **Sec. 58-125. – Franchise agreement terms and conditions.**

96
97 The franchise agreement authorized under this Article shall include, but not be limited to, the
98 following provisions:
99

- 100 (1) Non-exclusive right of franchisee. The agreement shall grant the franchisee the right to
101 provide roll-off container solid waste collection and disposal services within the City of
102 Apopka.
103
104 (2) Franchise fee. The agreement shall provide that the franchisee shall be required to pay to the
105 City a franchise fee. The fee amount and the terms and conditions of payment shall be
106 established at the time of the grant of the franchise agreement.
107
108 (3) Public liability insurance. The franchise agreement shall provide that the franchisee shall
109 carry public liability insurance in amounts determined by the City, for the death or injury of
110 one or more persons and for property damage. Such insurance shall name the City, its officers,
111 agents, and employees as additional insureds.
112
113 (4) Performance standards. The franchise agreement shall specify standards of performance that
114 the franchisee shall be required to comply with as determined by the City to ensure protection
115 of the public health, safety, and welfare.
116
117 (5) Additional terms and conditions. The City Council shall retain the power, by resolution, to
118 provide for the inclusion of such additional terms and conditions as the Council deems
119 necessary to protect the interests of the City.
120

121 **Sec. 58-126. – Right to terminate franchise.**

- 122
123 (1) The City shall have the right to terminate a non-exclusive franchise based on the City
124 Administrator's determination that a default has occurred as defined in
125 the franchise agreement.
126
127 (2) In the event of a franchisee's default, the franchisee shall have no right or authority to engage
128 in roll-off container solid waste collection and disposal operations in the City for a period of
129 five (5) years from the date of the termination. After five (5) years, and upon proof that the
130 event triggering the franchisee's previous default has been corrected the City may, in its sole
131 discretion, grant the franchisee the right to engage in roll-off container solid waste collection
132 and disposal services within the City.
133

134 **Sec. 58-127. – Right to appeal termination.**

- 135
136 (1) Any franchisee whose agreement under this Article is terminated by the City may appeal the
137 decision to the City Council by filing with the City Clerk, within ten (10) business days of the
138 date of termination, a written notice of appeal which shall set forth the grounds for such
139 appeal.
140

(2) The City Council shall hold an appeal hearing not later than thirty (30) days following the receipt of the written request. The Council's decision to uphold or reverse the termination shall be final.

~~Sec. 58-124. Additional remedies.~~

~~All remedies provided in this article shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the city, at law or in equity. If the city shall prevail in any action arising under this article, the franchisee shall pay the city's costs and any and all attorney fees thereafter charged to the city.~~

~~Sec. 58-125. Warranty regarding conflict of interest.~~

~~A franchisee under this article represents and warrants to the city that no appointed or elected city official, officer, employee or agent has any interest, either directly or indirectly, in the business of the franchisee to be conducted under this article.~~

~~Sec. 58-126. Effective area of franchise.~~

~~A franchise granted under this article shall be effective within and upon:~~

~~(1) The city's corporate limits as they may from time to time exist.~~

~~(2) All governmental facilities located within the city's corporate limits.~~

~~Sec. 58-127. Compliance with franchise.~~

~~If a franchisee under this article shall at any time fail to comply with any of the provisions of the franchise, unless such failure is beyond the franchisee's control because of matters deemed to be an act of God, the city, after written notice to the franchisee, may revoke the franchise and render it void and of no further effect.~~

~~Sec. 58-128. Amendment of franchise; authority to prescribe additional regulations.~~

~~The city reserves the right to amend the franchise granted under this article at any time and in any manner that the city deems necessary for the health, safety or welfare of the public. The city also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing the franchisee's operations under this article, including, but not limited to, hours and frequency of container pickup. These rules may be issued through the department head or his designee, and they need not be memorialized in an ordinance revision or further formal action by the city council, the city council's approval of the ordinance from which this article is derived being an approval that the regulations should be so issued.~~

~~Sec. 58-129. Service of notices.~~

186 All notices required in this article to be given by the city to a franchisee, except where specifically
187 provided otherwise, may be effected either by hand delivery to any franchisee employee, or by
188 United States mail, postage prepaid, addressed to the franchisee at its last known business address.
189 All notices required to be given to the city shall be given to both the department head and the city
190 clerk either by hand delivery or by United States certified mail, postage prepaid, addressed to:
191 Solid Waste, City of Apopka, P.O. Box 1229, Apopka, Florida 32704-1229, and City Clerk, City
192 of Apopka, P.O. Box 1229, Apopka, Florida 32704-1229.

193
194 **Sec. 58-130. Authority of franchisee; service contracts.**
195

196 (a) A franchisee under this article shall be empowered and authorized to provide roll-off
197 service. The franchisee will either furnish all necessary trucks and other equipment to
198 perform such services, or will contract with other persons duly licensed by the city for the
199 furnishing of trucks and equipment; provided, however, that at all times the trucks and
200 equipment shall comply with the requirements provided in this article for trucks and
201 equipment owned and operated by the franchisee.

202
203 (b) The franchisee may contract to provide services with any person within the city if such
204 person has first requested the service. Such contracts must be approved by the department
205 head or his designee prior to or within ten calendar days of the placement of the containers
206 for service. For each container placed for service without a contract having been submitted
207 to the department head by such date, an inspection and administration late fee of \$50.00
208 shall be paid by the franchisee to the city. The contract shall not exceed the term of the
209 franchise. Further, all contracts must specify the container delivery date at the service site.
210 The franchisee agrees to provide the solid waste division with the location of its containers,
211 and the names and addresses of and numbers of pickups to be made for each of the persons
212 contracting for service; and the franchisee also recognizes that any contract between the
213 franchisee and such persons has no effect whatsoever upon the city's decision to grant the
214 franchise or any renewal decision made thereafter. If the department head disapproves a
215 contract and the subject container remains in service more than 48 hours after telephone or
216 written notice by the city to the franchisee to remove the container, or if any container
217 should remain in service at any location more than 48 hours after telephone or written
218 notice from the city to the franchisee to remove the container, then, in either or both cases,
219 the franchisee shall pay the city \$50.00 per day until the container is removed.

220
221 (c) The franchisee shall provide the equipment and frequency of service as needed by the
222 persons contracting for service and as approved by the department head.

223
224 (d) The franchisee shall dispose of waste only at landfills approved by the appropriate local,
225 state and federal governmental agencies.

226
227 (e) All lease or purchase arrangements for compaction equipment and for maintenance or
228 service charges for the containers agreed upon between the franchisee and the persons
229 contracting for service shall be set forth in the contracts between the franchisee and such
230 persons, and approved by the department head pursuant to this section. Further, the
231 contracts between the franchisee and such persons shall not include a franchise or city fee.

~~The franchisee shall give the city prior written notice of any material changes in the contracts between the franchisee and such persons, including, but not limited to, changes in the schedule of pickups, types of containers, contract terms and so forth.~~

Sec. 58-131. Franchise fees; billing; records and reports.

~~(a) *Pickup fee.* A franchisee under this article shall pay the city a charge of \$25.00 for each container pickup. The charge shall be paid monthly, and shall be based upon the number of container pickups by the franchisee from the persons contracting for service during the preceding month, whether or not the franchisee bills such persons for the pull. It is hereby understood that, for the privilege of doing business within the city limits, the city levies a fee of \$25.00 per pull on the franchisee, not on the persons contracting for service.~~

~~(b) *Required records; annual report.*~~

~~(1) The franchisee shall furnish the department head with an original and one copy of an annual report on or before the 45th day following the end of the franchisee's fiscal year. The report shall be submitted to the department head on the date of the franchisee's acceptance of the franchise, and the report shall be prepared by an independent certified public accountant in accordance with generally accepted auditing standards. The report shall reflect the accuracy of the franchisee's payments to the city as defined in this article, and shall include, but not be limited to, and shall ensure, the following:~~

~~a. That all city accounts are properly coded to reflect charges accrued to the city.~~

~~b. That the number of city-related container pickups is correctly reported to the city.~~

~~c. That all city payments are correctly computed and remitted to the city on a timely basis, or the interest payment provision of subsection (e) of this section shall apply.~~

~~(2) In addition to the annual report, the city auditors shall have the right to audit the franchisee's city franchise books and records, and, in the city's discretion, all other related books and records.~~

~~(3) During the term of the franchise or its renewal, the franchisee shall make its city franchise books and records, and, in the city's discretion, all other related books and records, including, but not limited to, dump tickets, customer invoices and customer transaction files, available to the city at all reasonable times. Failure to furnish the city with the report, or to maintain complete and accurate city franchise and all other related books and records, or to make such books and records available to the city, shall be considered a material breach of the franchise, and the city shall be entitled to terminate the franchise and to collect any damages resulting therefrom. The franchisee must keep all franchise and all other related books and records on file for~~

not less than three years from the termination of the franchise by either party, or the termination of the two-year franchise term, whichever is later.

~~(c) *Billing; right to discontinue service.* The franchisee shall have the sole responsibility for the billing and collection of all charges described in this section. Billings shall be monthly, and payable on or before the 15th day of the succeeding month. If bills are not paid within this time, the franchisee shall have the right, provided that the franchisee may otherwise legally do so, to discontinue all services for non-payment, after giving the city 15 days' prior written notice that such services will be discontinued, and after receiving written approval from the department head to so discontinue the services.~~

~~(d) *Dump tickets.* The franchisee shall ensure that all dump tickets are completed at the landfill site and contain the following information:~~

~~(1) Customer name and service site location; or~~

~~(2) Customer account number.~~

~~(e) *Administrative fee; monthly statement; late payment penalty.*~~

~~(1) The franchisee shall pay the city a fee of \$80.00 per month for administrative and inspection costs and expenses incurred by the city in connection with the franchise. This fee shall be payable monthly from all franchisees to the city, beginning 30 days after the effective date of the franchise and continuing for the duration of the franchise. This fee shall be credited monthly against the franchise pickup fee.~~

~~(2) All statements of fees and charges by the franchisee for pulls during the month shall be submitted to the department head on or before the 25th day following the end of the franchisee's fiscal month. These statements shall specify the previous month's account activities as specified in this section, and shall include the account names, the account numbers, the number of container pickups during the month, and the names of all discontinued accounts. Failure to submit any of the fees and charges specified or referred to in this section on or before the 25th day of each month as required shall result in a penalty at the rate of ten percent of the monthly obligation outstanding. In addition to any monthly obligation outstanding and any penalty attached thereto, the franchisee shall pay interest of one percent per month (12 percent per year) on the total unpaid balance. Failure to submit any statements, addenda or fees and charges shall be considered a material breach of this article, and shall allow the city to terminate the franchise as further defined in section 58-138.~~

~~Sec. 58-132. Term of franchise.~~

~~(a) The term of a franchise under this article shall be for three years. An acceptance of the provisions, conditions and stipulations of the franchise shall be in writing, contain the franchisee's local address, and be filed with the city clerk within 15 days of the adoption of~~

the franchise. The city reserves the right to review, from time to time, each franchisee's agreement to ensure compliance.

- (b) The term may be extended for an additional two years, at the sole option of the city, by written notice to the franchisee not less than 30 days prior to the expiration of the current term.

Sec. 58-133. Failure to provide adequate service.

- (a) If a franchisee under this article fails to provide adequate services to the persons contracting for service by reason of any breach of contract or negligent failure to adequately perform the duties and obligations set out in this article, as determined solely by the city, the city may, at its sole option, after written notice, terminate the franchise.

- (b) If other franchisees default or otherwise fail to provide adequate services, in the sole determination of the city, the city may, at the franchisee's request, or at the request of the city, grant permission to another franchisee to provide the services or temporary services, or both of these things, if the franchisee may reasonably do so given the franchisee's equipment and schedule, and provided that a reasonable price can be determined by the franchisee, the city and the persons contracting for services for the services' undertaking and completion.

- (c) If the franchisee sells or transfers its business or substantially all of its assets, the franchisee shall give the city at least 15 days' prior written notice of such sale or transfer.

Sec. 58-134. Liability of franchisee; indemnification of city; insurance.

- (a) The privileges granted by this article are granted upon the express condition that the franchisee shall be liable for all damages or injury to persons or property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the services, during the life of the franchise. Should the city be sued therefrom, the franchisee shall be notified of and have the duty to defend such suit; provided, however, that the city has the sole option to defend itself or to hire independent counsel and thereafter to tax all such defense costs and fees to the franchisee. The franchisee specifically agrees to pay any such judgment rendered against the city in any such case, and to reimburse the city, in full, for all costs and fees on appeal.

- (b) The attorneys chosen by the franchisee to represent the city in any suit concerning matters included within this section shall be approved by the city, unless the city chooses to represent itself as provided in subsection (a) of this section. The franchisee shall indemnify and hold harmless the city and its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions, including costs and attorney fees, and costs and attorney fees on appeal, of any kind or nature, arising or growing out of or in any way connected with the franchisee's activities permitted under the franchise.

(c) ~~The franchisee further agrees to purchase and maintain in good standing an insurance policy in the following type and amount:~~

~~(1) Comprehensive general liability~~

~~a. Bodily injury coverage shall be for not less than \$1,000,000.00 for each occurrence and not less than \$1,000,000.00 aggregate. Property damage coverage shall be not less than \$500,000.00 for each occurrence and \$500,000.00 aggregate; or~~

~~b. Bodily injury and property damage coverage shall be in a combined single limit of not less than \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate.~~

~~(2) Business automobile liability coverage shall be for not less than \$500,000.00 per occurrence.~~

~~The city shall be named as an additional insured under the policy. The policy must provide that the city shall be given 30 days' written notice prior to cancellation or modification, and a copy of the policy, or a certificate of insurance, shall be filed with the city clerk's office on or before the effective date of the franchise and on or before the effective date of each policy renewal period.~~

Sec. 58-135. Compliance with other regulations.

~~(a) A franchisee under this article shall, at its sole expense, procure from all local, state and federal governmental and agency authorities having jurisdiction over the operations of the franchisee all licenses, certificates, permits or other authorizations which may be necessary for the conduct of the franchisee's operations. The franchisee shall pay all taxes and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations or gross receipts, or all or any combination of these things, upon the franchise and the rights and privileges granted in this article, and shall make all applications, reports and returns required in connection therewith to all respective governmental and agency authorities.~~

~~(b) The franchisee and its employees shall observe and comply with all present and future federal, state and local laws, rules, regulations, requirements, ordinances, orders and mandatory guidelines which may pertain or apply to the services rendered under this article.~~

Sec. 58-136. Vehicles and equipment.

~~(a) A franchisee under this article agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of the franchise, to ensure that the franchisee shall at all times be in a position to properly maintain its schedules and to~~

otherwise perform all duties, responsibilities, and conditions required of it under this article. Should the franchisee purchase or lease equipment or trucks from other persons, then the franchisee shall submit to the department head a list noting the type and number of equipment and trucks purchased or leased, the duration of the lease, and the names of the persons leasing equipment or trucks to the franchisee.

(b) All trucks utilized by the franchisee, and all containers owned or leased by the franchisee, shall be prominently identified on both the left and right sides with the franchisee's name in letters not less than six inches in height, and the franchisee's business telephone number in numbers not less than three inches in height, either painted on or attached by signs to the trucks and containers. The franchisee shall give each of its trucks an identification number that shall be visible and legible at all times, and that shall appear on the bumper in numbers not less than four inches in height.

(c) All of the franchisee's trucks, containers and equipment shall conform to the city safety and sanitation requirements for refuse collection vehicles, including, but not limited to, the requirement for proper vehicle registration and license tags, and the equipment and trucks must be approved by the department head. The franchisee specifically agrees that the department head shall have the right to inspect the trucks or the equipment, or both, at all reasonable times, and after having endeavored to give reasonable written or oral notice that such an inspection shall take place. The department head shall notify the franchisee in writing of any defects in the trucks or equipment, and the franchisee shall have two city business days from the receipt of the notice to correct the defects. If the defects are not corrected to the department head's satisfaction within the period, the franchisee shall pay the city \$100.00 for each truck or each piece of equipment whose defects are not corrected within the period. The franchisee shall pay the city \$100.00 for every seven calendar days after the period in which the defects are not corrected.

Sec. 58-137. Transfer of franchise.

A franchise granted under this article shall not be assignable by the franchisee without the prior written consent of the city. If the franchisee attempts to assign, transfer or delegate its rights and duties in violation of this section without the city's consent, then the city may terminate the franchise, and any such assignment shall be null, void and of no legal effect whatsoever.

Sec. 58-138. Termination of franchise.

(a) A franchise granted under this article may be terminated:

- (1) By the city, at its convenience, upon 30 days' prior written notice to the franchisee;
- (2) By the franchisee, following 30 days' prior written notice to the city; or
- (3) By the mutual agreement of the parties.

(b) ~~If any of the privileges granted in this article are terminated pursuant to this section, any liability of the franchisee to the city accruing thereby, and any liability of the franchisee to the city arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the city, without further notice.~~

* * * *

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

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

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

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

PASSED UPON the first reading of the City Council, this ___ day of _____ 2024.

PASSED UPON the second and final reading of the City Council, this ___ day of _____ 2024.

ATTEST

BRYAN NELSON
Mayor

SUSAN M. BONE
City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: Month Day, 2024
Month Day, 2024

SANITATION DIVISION

PRIVATE ROLL-OFF WASTE DISPOSAL FRANCHISE



NEW CONSTRUCTION

The City is experiencing significant growth, accompanied by a corresponding increase in construction activity and associated waste hauling traffic.



WEAR AND TEAR

Roll-off trucks and their waste are heavy and cause wear and tear on our streets.



HEALTH AND SAFETY

Waste management services that are not well managed can be a health and safety risk to the community.



ILLEGAL DUMPING

The proper disposal of waste collected by roll-off haulers is crucial, and associated costs are significant. Therefore, it is in the City's best interests to maintain some degree of knowledge and control over the disposal locations and methods employed.



ROLL-OFF COLLECTION SERVICES IN APOPKA

- The City of Apopka maintains a non-exclusive franchise system to provide roll-off container waste collection and disposal services within City limits.
- That is, in return for the privilege of using the City's transportation infrastructure to provide waste collection services, private haulers must enter into agreements with the City that stipulate specific service standards and requirements.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is hereby made and entered into _____, 2021 ("Effective Date") by and between the City of Apopka, a corporation organized under the laws of the State of Florida ("City"); and [xxx], a business address is [xx] ("Franchisee")

For and in consideration of the granting to Franchisee of a non-exclusive franchise to provide roll-off container solid waste collection and disposal services within the City of Apopka, the mutual good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Franchisee mutually agree and promise as follows:

1. Grant of Franchise and Term; Renewal.

- 1.1 *Grant of Non-exclusive Franchise.* Pursuant to Chapter 58, Article III, Code of the City of Apopka, City hereby grants a non-exclusive right, privilege, ("Franchise") to Franchisee to provide roll-off container solid waste collection services from property located within the corporate limits of the City of Apopka ("Franchise Area") in accordance with the terms of this Agreement, and all other terms and conditions set forth herein.
- 1.2 *Term.* This Agreement takes effect on the date of its execution by City and shall remain in effect for five (5) years.

2. Franchisee's Authority; General Performance and Obligations of Franchisee

- 2.1 *Authorized Independent Collector.* Franchisee is hereby authorized to provide roll-off container solid waste collection and disposal service within the Franchise Area. Franchisee shall be an independent collector and shall provide, at its own expense, all labor, supervision, machinery and equipment, plant building, trucks, and all other equipment, accessories and things necessary to maintain the standard of disposal set forth herein and pursuant to applicable law.
- 2.2 *Protection of Adjacent Property and Utilities.* Franchisee shall conduct its operations in a manner that shall not cause damage to or interfere with the property or utilities of any third party.

WHY DO WE OFFER A ROLL-OFF FRANCHISE IN APOPKA

- Allows the City to retain more control over the waste management system, as we can set service standards and regulations applicable to all franchisees.
- Promotes competitive, service-oriented refuse operations.
- Generates revenue through franchise fees charged to the haulers.
- Agreements can be structured to encourage environmentally responsible practices.
- Long-term contracts can embolden haulers to make the necessary investments in equipment needed to bring about economic benefits for businesses.

Overall, solid waste franchises are common practice among municipalities and roll franchises are typically between 10-25% of a roll-off business's gross revenue.

FRANCHISE HIGHLIGHTS

- **Non-exclusive.** Any contractor may request a franchise.
- **Not advertised.** Contractors are expected to discover the requirements through their own due diligence before starting operations in the City. It is common practice for waste haulers to investigate government requirements when starting business in a new jurisdiction.
- **Establishes basic operation criteria.** Agreements stipulate service conditions, equipment requirements, penalties and remedies for poor or nonperformance, and compliance mechanisms.
- **Oversight measures.** Franchisees must provide an annual audit reporting compliance with franchise requirements to the City.
- **Franchise Fees.** To cover costs associated with the franchised service, such as administrative costs, wear and tear on municipal roads, etc., franchisees currently pay an \$80 monthly administrative fee and are charged \$25 per pull. (Admin fee is credited against the overall pull charges).

FRANCHISE FEE RECEIPTS: PREVIOUS 4 YEARS

Contractor	FY20	FY21	FY22	FY23	Grand Total
AR	\$ 1,680.00	\$ 2,030.00	\$ 1,780.00	\$ 8,330.00	\$ 13,820.00
AD	\$ 8,450.00	\$ 2,350.00			\$ 10,800.00
CR	\$ 2,575.00	\$ 3,425.00	\$ 2,350.00	\$ 2,495.00	\$ 10,845.00
EO			\$ 10,900.00	\$ 10,350.00	\$ 21,250.00
G	\$ 2,355.00	\$ 3,500.00	\$ 1,550.00	\$ 14,025.00	\$ 21,430.00
JW	\$ 3,050.00	\$ 4,150.00	\$ 2,525.00	\$ 1,290.00	\$ 11,015.00
MM	\$ 3,275.00	\$10,125.00	\$ 76,425.00	\$108,000.00	\$197,825.00
RS	\$ 625.00	\$ 350.00			\$ 975.00
RSV	\$ 4,525.00	\$ 4,150.00	\$ 5,750.00	\$ 22,050.00	\$ 36,475.00
RGH				\$ 1,480.00	\$ 1,480.00
RSO	\$ 480.00	\$ 560.00			\$ 1,040.00
USS	\$ 1,100.00	\$ 1,300.00	\$ 1,100.00	\$ 500.00	\$ 4,000.00
WC	\$ 6,825.00	\$10,775.00	\$ 8,450.00	\$ 15,975.00	\$ 42,025.00
WM	\$26,825.00	\$31,375.00	\$ 34,025.00	\$ 63,150.00	\$155,375.00
WP	\$ 3,600.00	\$ 9,200.00	\$ 8,875.00	\$ 9,300.00	\$ 30,975.00
Total	\$65,365.00	\$83,290.00	\$153,730.00	\$256,945.00	\$559,330.00

FRANCHISE ORDINANCE CHANGES: BACKGROUND

- The previous City Attorney prepared a new form franchise agreement that reflects current industry standards and practices.
- This new agreement streamlines the City's franchise system by removing certain requirements that were:
 - Burdensome on the Division
 - Antiquated
 - Inconsistently followed
 - Invasive to the daily operation of the franchisees
- The new agreement still outlines the franchisee's responsibilities, expected standards of service, and enforcement measures for non-compliance.

FRANCHISE ORDINANCE CHANGES: BACKGROUND

- Many of the Code provisions governing franchise agreements for roll-off collection and disposal services have not been updated since their enactment in 1992 and therefore still reflect the outdated, overly burdensome, and often invasive practices that are no longer used in our current agreements.
- Effect:
 - Inconsistent with current franchise agreements with the City
 - Disadvantages the City when it comes to negotiating the terms and conditions of franchise agreements
 - May discourage haulers from offering services in Apopka
 - Limits adaptability to changing industry norms

(Code 1993, § 66-126; Ord. No. 734, § I(1), 11-4-1992)

Sec. 58-123. - Penalty for violation of article

Violations of this article shall be prosecuted in the

(Code 1993, § 66-127; Ord. No. 734, § II, 11-4-1992)

Sec. 58-124. - Additional remedies.

All remedies provided in this article shall be deemed to prevail in any action arising under this article, the fran

FRANCHISE ORDINANCE CHANGES: PROPOSAL

- Amending Chapter 58, Article III, “Private Refuse Collection Services,” by:
- **Removing language** that conflicts with current franchise agreements, is outdated or inefficient, or otherwise limits the City’s ability to adapt to evolving industry practices.
- **Adding language** that outlines key requirements and essential clauses for franchise agreements, which will reconcile current agreements and ensure consistency with future agreements without sacrificing transparency and accountability.

Sec. 58-125. – Franchise agreement terms and conditions:

The franchise agreement authorized under this Article shall following provisions:

- (1) Non-exclusive right of franchisee. The agreement shall provide roll-off container solid waste collection and Apopka.
- (2) Franchise fee. The agreement shall provide that the franchisee shall pay the City a franchise fee. The fee amount and the terms established at the time of the grant of the franchise agreement.
- (3) Public liability insurance. The franchise agreement shall require the franchisee to carry public liability insurance in amounts determined one or more persons and for property damage. Such insurance shall include the franchisee, its agents, and employees as additional insureds.
- (4) Performance standards. The franchise agreement shall require the franchisee shall be required to comply with as determined by the City of the public health, safety, and welfare.
- (5) Additional terms and conditions. The City Council shall provide for the inclusion of such additional terms as necessary to protect the interests of the City.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”) is hereby made and entered into as of this _____ day of _____, 2021 (“Effective Date”) by and between the City of Apopka, Florida, a municipal corporation organized under the laws of the State of Florida (“City”); and [xxx], a Florida [xxx] whose business address is [xx] (“Franchisee”)

For and in consideration of the granting to Franchisee of a non-exclusive franchise to provide roll-off container solid waste collection and disposal services within the City of Apopka, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Franchisee mutually agree and promise as follows:

Section 1. Grant of Franchise and Term; Renewal.

- 1.1 *Grant of Non-exclusive Franchise.* Pursuant to Chapter 58, Article III, Code of Ordinances of the City of Apopka, City hereby grants a non-exclusive right, privilege, and franchise (“Franchise”) to Franchisee to provide roll-off container solid waste collection and disposal services from property located within the corporate limits of the City of Apopka, Florida (“Franchise Area”) in accordance with the terms of this Agreement, and all applicable laws.
- 1.2 *Term.* This Agreement takes effect on the date of its execution by City and continues in effect for five (5) years.

Section 2. Franchisee’s Authority; General Performance and Obligations of Franchisee.

- 2.1 *Authorized Independent Collector.* Franchisee is hereby authorized to provide roll-off container solid waste collection and disposal service within the Franchise Area. Franchisee shall be an independent collector and shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks, and any other tools, equipment, accessories and things necessary to maintain the standard of collection and disposal set forth herein and pursuant to applicable law.
- 2.2 *Protection of Adjacent Property and Utilities.* Franchisee shall conduct its work with due care and in such a manner as to avoid damage to adjacent private or public property, including utilities, and shall immediately repair or pay for any damage incurred through its operations.
- 2.3 *Spillage.* Franchisee shall not litter or cause any spillage to occur upon the premises wherein the collection shall occur or on any rights-of-way or public property. During hauling, all solid waste shall be contained, tied, covered, or enclosed so that leaking, spilling, or blowing of waste are prevented. Franchisee shall promptly clean up all spillage. It shall be the responsibility of Franchisee to make sure that the size of container and frequency of collection is adequate for the amount of waste material deposited in the container.
- 2.4 *Disposal Site.* Franchisee shall dispose of waste only at landfills approved by the appropriate local, state and federal governmental agencies. City reserves the right to approve or disapprove sites, considering costs, routes within the city, and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

- 2.5 *Office.* Franchisee shall establish and maintain local office. Franchisee shall maintain sufficient telephones with local telephone numbers where service inquiries and complaints can be received by Franchisee. Franchisee's office shall be staffed with trained, responsible persons on duty during collection hours. Franchisee shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Franchisee also shall develop a system, subject to the approval of the City's Public Services Director ("Director"), for receiving emergency calls from the public at any time, and for communicating with City regarding emergency matters.
- 2.6 *Complaints.* All complaints shall be promptly resolved by Franchisee.
- 2.7 *Permits and Licenses.* Franchisee shall obtain, at its sole expense, any and all permits and licenses required by applicable law in connection with this Agreement, and Franchisee shall maintain the same in full force and effect throughout the term of this Agreement. Any revocation, termination, or non-renewal of Franchisee's licenses or permits shall be reported to the City within three (3) calendar days.
- 2.8 *Unauthorized Collectors.* Franchisee agrees to defend City in the protection of the right of Franchisee from encroachment by unauthorized collectors within the Franchise Area.
- 2.9 *Hours.* No collection activities shall begin before 6:00 a.m. or continue later than 7:00 p.m. All collections shall be made as quietly as possible with a minimum of noise and disturbance to the customers and the public. Franchisee shall modify its collection schedule upon request of City.
- 2.10 *Title to Waste.* Title to all waste shall be vested in Franchisee upon being loaded for transport in Franchisee's containers.
- 2.11 *Prohibitions on Biological, Biomedical and Hazardous Waste.* Franchisee shall not collect biological, biomedical, or hazardous waste of any kind. Franchisee shall not collect any solid waste that Franchisee reasonably knows or should know is biological, biomedical, or hazardous waste. Franchisee shall immediately notify the Director if any customer, person, or entity delivers or attempts to deliver such material to Franchisee, or places such material in any container of Franchisee. City shall have the right to inspect the solid waste collected by Franchisee at any time.

3. Vehicles and Equipment.

- 3.1 *Vehicles and Equipment.* Franchisee shall provide an adequate number of vehicles and equipment, approved by the Director, for collection services and back up in the event of any breakdowns. Equipment shall be kept in good repair, appearance, and in a safe and sanitary condition at all times. Vehicles used by Franchisee shall be clearly identified on each side with Franchisee's name and local telephone number. Containers used by Franchisee shall also be identified with Franchisee's name and local telephone number.
- 3.2 *Location of Container.* Containers shall be placed at locations that are mutually acceptable to Franchisee and the customer and in compliance with applicable law. Containers shall be located on private property. City property may be used for the sitting of containers only with the written approval of the Director.

4. **Franchisee Personnel.** Franchisee shall assign a qualified person or persons to be in charge of Franchisee's operations in the Franchise Area. Franchisee shall provide City with a written list containing the names and telephone numbers, including emergency telephone numbers, of Franchisee's operations manager and other key personnel, updated when changes are made.

- 4.1 All of Franchisee's employees shall be properly trained and qualified to perform the tasks assigned to them. Franchisee shall provide routine training in operating and safety procedures.
- 4.2 Each driver of Franchisee's vehicles shall at all times carry a valid Florida driver's license for the type of vehicle that is being operated.
- 4.3 Franchisee's employees shall treat all customers in a polite and courteous manner. All personnel of Franchisee shall refrain from belligerent behavior. Franchisee shall promptly take appropriate action to correct any such behavior.
- 4.4 Franchisee's personnel shall not request tips or payment of any kind from customers. Invoices for services rendered by Franchisee shall be sent to the customer at an agreed upon billing address.
- 4.5 No person shall be denied employment by Franchisee for reasons of race, creed, or religion. Franchisee shall comply with all applicable laws relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect.

5. **Collection Contracts.**

- 5.1 Franchisee may contract to provide collection services within the Franchise Area for any person, organization, firm, or requesting the service.
- 5.2 Franchisee agrees to provide the Director with the location of its containers and the names and addresses of the customers and number of pick-ups made.
- 5.3 If the Director orders removal of a container and the subject container remains at the location more than forty-eight (48) hours after telephone or written notice by the Director to Franchisee to remove the container, Franchisee shall pay to City the agreed sum of Fifty (\$50.00) Dollars per day until the container is removed.

6. **Rates; Billing.**

- 6.1 *Rates.* The collection service rates may be negotiated between Franchisee and the customer.
- 6.2 *Billing.* Billing for collection services and collection of amounts due Franchisee shall be the sole responsibility of Franchisee.

7. **Franchise Fee.**

- 7.1 Franchisee shall pay to City a franchise fee for each container pickup. In addition, franchisee shall pay the city a fee for administrative and inspection costs and expenses incurred by the city in connection with the franchise. This fee shall be payable monthly from all franchisees to the city, beginning 30 days after the effective date of the franchise and continuing for the duration of the franchise. This fee shall be credited monthly against the franchise pickup fee. Fees payable under this franchise will be adopted by resolution by City Council. This franchise fee payment shall be made on or before the fifteenth day of each month for all service fees collected by Franchisee during the immediately preceding month.
- 7.2 The leasing or sale of compactors is not intended to be regulated by this Franchise Agreement. The leasing or sale of compactors is not subject to Franchise Fees. Collection and disposal services from compactors, however, shall be subject to Franchise Fees and shall be considered roll-off container solid waste collection and disposal service for purposes of this Agreement.

8. Books, Records, Reports.

- 8.1 *Franchise Records.* Franchisee shall keep records in accordance with generally accepted accounting practices of wastes collected and the charges billed and collected for services provided within the franchise area. City shall have the right to review such records which in any way pertain to the payments due City as well as the billing of all customers by Franchisee. Franchisee shall make its City franchise records and related materials (including, but not limited to, dump tickets, customer invoices, transaction files) available to the Director and City's Finance Director at all reasonable times. Failure to furnish the requested materials or to maintain complete and accurate City franchise and all other related books and records, or to make such books and records available to City, shall be considered material breach of this Agreement, and City shall be entitled to terminate this Agreement and to collect any damages resulting there from. Franchisee shall keep all such Franchise and other related books and records on file and available for review by City for not less than three (3) years from the date of termination of this Agreement. This subsection shall survive termination in order to provide compliance with the provisions hereof.
- 8.2 *Annual Report.* Beginning at Franchisee's fiscal year-end occurring subsequent to the Effective Date, Franchisee shall furnish the Director with an original and one copy of an annual report on or before the forty-fifth day following such fiscal year-end. The end date of Franchisee's fiscal year shall be provided to the Director prior to the Effective Date of this Agreement. Franchisee shall have a continuing duty to apprise the Director of any change in such fiscal year end date. The annual report shall include a statement of all pickups for the previous fiscal year, and certify that all payments under this agreement have been correctly computed and submitted on time to the city. The annual report shall provide all information needed by City to comply with the reporting requirements established by state and federal law.

9. **Compliance with Laws.** Franchisee and its employees, agents, contractors, and subcontractors shall observe and comply with all present and future applicable laws that pertain or apply to this Agreement and the services to be rendered pursuant to the Franchise.

10. **Release and Indemnity.** In consideration of City granting to Franchisee the franchise provided for in this Agreement, together with other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged and specifically in exchange for the release and indemnification provided for herein, Franchisee hereby releases and agrees to indemnify and hold harmless the City, its Departments, its elected officials, officers, employees, and agents, from any and all claims, liabilities, suits, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and costs through trial and appeal arising in any manner whatsoever out of, from, or due to the Franchisee's operations or arising out of the violation of any applicable law by Franchisee or any persons or entities employed or utilized by Franchisee. Should any such claim be made or suit brought against City, Franchisee shall be notified of and have the duty to defend City against such claims or suits; provided, however, that City has the sole option to defend against such claims or suits itself, or to hire independent legal counsel. Franchisee specifically agrees to reimburse City, in full, for all such costs and attorneys' fees and to pay any judgment rendered against City in any such case.

11. Insurance.

11.1 *General.* Before commencing operations under this Agreement within the Franchise Area, Franchisee shall procure insurance of the types and to the limits specified herein. Franchisee shall require each of their subcontractors, if any, to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of Franchisee to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. City reserves the right to request proof of subcontractor's insurance from Franchisee.

11.2 *Coverage.* Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

11.2.1 Workers' Compensation. Coverage to apply for all employees for statutory limits in compliance with applicable state and federal laws. Companies with four (4) or more employees shall be required to have workers' compensation coverage meeting the minimum requirements of this section. In addition, the policy must include:

- (a) Employer's Liability with a limit of \$100,000 each accident and disease.
- (b) Notice of Cancellation or Restriction. The policy must be endorsed to provide City with thirty (30) days notice of cancellation or restriction.
- (c) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

11.2.2 Commercial General Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:

- (a) Minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- (b) Premises and Operations.
- (c) Independent Contractors.

- (d) Products and Completed Operations (if applicable). Contractors shall maintain in force until at least three (3) years after completion of all services required under the Agreement, coverage for products and completed operations, including Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless or indemnification agreement.
- (f) Additional Insured. City is to be specifically included as an additional insured for any claims of liability against City resulting from operations of Franchisee under the Franchise or in performance of this Agreement and for any claims of liability against City for acts or omissions of City in connection with any alleged duty to supervise such operations. Franchisee's insurance including that applicable to City as an additional insured shall apply on a primary basis and any other insurance maintained by City shall be in excess of and shall not contribute with Franchisee's insurance. Franchisee's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- (f) Notice of Cancellation or Restriction. The policy must be endorsed to provide City with thirty (30) days notice of cancellation or restriction.
- (g) Coverage on an occurrence basis.

11.2.3 Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

- (a) Minimum Limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- (b) Owned Vehicles.
- (c) Hired and Non-Owned Vehicles.
- (d) Notice of Cancellation or Restriction -The policy must be endorsed to provide City with thirty (30) days notice of cancellation and/or restriction.
- (e) Additional Insured. City is to be specifically included as an additional insured. Franchisee insurance including that applicable to City as an additional insured shall apply on a primary basis and any other insurance maintained by City shall be in excess of and shall not contribute with Contractor's insurance. Contractor's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Named Insured in the same manner as if separate policies had been issued to each.

- 11.3 *Certificates of Insurance.* Certificates of insurance evidencing the insurance coverage specified in the previous paragraphs shall be filed with City before the Effective Date. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this Agreement and section and the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract. If the initial insurance expires prior to the expiration or termination of this Agreement, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

12. Default; Termination; Remedies.

- 12.1 *Default.* In the event that Franchisee defaults in the performance of any obligations to be performed by it hereunder or fails to comply with any applicable law, City may, in its sole discretion, after thirty (30) days written notice to Franchisee, terminate this Agreement. The City Administrator shall have the authority and discretion to determine such defaults on behalf of City and terminate this Agreement.
- 12.2 *Date of Termination for Default.* Termination shall be effective upon the date specified in City's written notice to Franchisee and upon such date this Agreement shall be deemed terminated.
- 12.3 *Remedies.* All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to City, at law or in equity. Except as otherwise provided herein regarding the obligation of Franchisee to reimburse or pay City's costs and fees as provided in Section 10 of this Agreement, in any dispute between the parties arising from this Agreement and the enforcement hereof, each party shall bear their own attorneys' fees and costs.

13. General Provisions.

- 13.1 *Survival.* Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Franchisee shall survive the termination or expiration of this Agreement.
- 13.2 *Waiver.* The failure of City at any time to require performance by Franchisee of any provision hereof shall in no way affect the right of City thereafter to enforce the same. No waiver by City of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- 13.3 *Governing Law and Venue.* This Agreement shall be governed by and interpreted pursuant to the laws of the State of Florida. Venue for resolution of any and all disputes between the parties and any legal action necessary to interpret or enforce this Agreement shall be in Orange County, Florida.
- 13.4 *Severability.* The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid

provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being deemed void, at the option of City, if a provision which is determined to be void is found by City, in its sole discretion, to form the essence of this Agreement. The City Administrator shall have the authority and discretion to determine such defaults on behalf of City and terminate this Agreement.

- 13.5 *Modification of the Agreement.* This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, matters, whether oral or written, relating to such matters and this Agreement shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.
- 13.6 *Independence of Parties.* It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of copartners or joint ventures between the parties hereto, or as constituting Franchisee as the agent, representative, contractor, or employee of City for any purpose whatsoever. Franchisee is and shall remain and be deemed to be independent of City as a strictly non-governmental proprietary business entity merely granted permission by City to operate its business enterprise within the Franchise Area pursuant to the Franchise granted by City.
- 13.7 *Resolution of Disputes.* Any and all disputes or disagreements arising out of this Agreement shall be subject to the decision of the Director, with the right of the Franchisee to appeal pursuant to Section 58-22, Code of Ordinances of the City of Apopka.
- 13.8 *Representations of the Franchisee.* Franchisee represents that: (a) it is either a sole proprietorship or a recognized legal entity duly organized and active under the laws of the State of Florida; (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida; and (c) it has the required power and authority to perform this Agreement.
- 13.9 *Notices.* All dealings, contacts, notices, and payments between Franchisee and City shall be directed by Franchisee to the Director and by City to the Franchisee's Manager as follows:

As to City:

Director, Public Services Department
748 East Cleveland Street
Apopka, Florida 32703
Telephone: 407.703.1731

As to Franchisee:

Notice of any change in a party's designated representative or contact information shall be provided to the other party as provided herein for delivery of notices. Except as otherwise provided in this Agreement, all notices, certificates, reports, requests, demands, materials, and other communications hereunder or pursuant to this Agreement shall be in writing and

deemed to have been duly given: (a) upon delivery (personally, by courier service such as FedEx or by other messenger) to the address of the appropriate party's designated representative; or (b) upon receipt as evidenced by the appropriate form of the United States Postal Service after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address; or (c) upon mailing if such registered or certified mail is refused by the recipient or returned unclaimed to the sender.

- 13.10 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one and the same instrument.
- 13.11 *Headings.* Captions and headings in this Agreement are for ease of reference only and shall not constitute a part of this Agreement nor affect its meaning, construction, or effect.
- 13.12 *Administration.* The Director shall have authority for day to day administration of this Agreement on behalf of City except as to such matters reserved herein to the City Administrator and as to any amendments to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency

Michael A. Rodríguez, City Attorney

WITNESSES

[FRANCHISEE]

Signature

Signature

Print Name

Print Name

Signature

Title

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 2021, by _____, who is ☐ personally known to me OR ☐ who has produced _____ as identification.

Notary Public