



APOPKA COMMUNITY REDEVELOPMENT AGENCY AGENDA

March 20, 2024 6:00 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

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.

PRESENTATION

NEW BUSINESS

1. Station Street Project - Development Agreement between the City of Apopka, the Apopka Community Redevelopment Agency and Standard Investments and Holdings, LLC
Owner(s): City of Apopka
Applicant(s): City of Apopka and Standard Investments and Holdings LLC
Location: West of S. Central Ave., East of Marvin C. Zanders Ave., and north and south of W. Station Street.
Project: Station Street Project - 60 apartment units and public event park
Density: 25 du/ac (Live Local Act) = 60 units
Project Manager: James Hitt, Community Development & CRA Director
Presented by: James Hitt, Community Development Director
2. Resolution No. 2024-01: Amending the Community Redevelopment Agency budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

OLD BUSINESS

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 Community Redevelopment Agency 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 Community Redevelopment Agency meeting shall be the voluntary offering of a private person, to and for the benefit of the Community Redevelopment Agency meeting. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Community Redevelopment Agency meeting 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 Community Redevelopment Agency 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

COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

Section: NEW BUSINESS

Item #: 1.

Meeting Date: March 20, 2024

Department: Community Development

SUBJECT:

Station Street Project - Development Agreement between the City of Apopka, the Apopka Community Redevelopment Agency and Standard Investments and Holdings, LLC

REQUEST:

Approve the Station Street Project - Development Agreement between the City of Apopka, the Apopka Community Redevelopment Agency, and Standard Investments and Holdings, LLC

SUMMARY:

On February 21, 2024, the Apopka CRA and the Apopka City Council approved the single proposal submitted by Standard Investments and Holding, LLC for the Station Street Project and enter into negotiations for a Development Agreement, which is being presented for consideration and approval.

The City and the Apopka Community Redevelopment Agency (CRA) envisioned 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 and the developer anticipate approximately 1 acre of the site will be retained by the City for construction of public event space, which will be completed by the developer. This Development Agreement outlines the general design for a 60-unit, 2-building apartment complex, associated parking and event space. The event space would remain wholly owned and operated by the City of Apopka, and will include a pavilion and restroom facilities too.

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.

The Major Development Plan (MDP) approvals for both the apartment complex and the public event space 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.

The general project schedule for completion of the Station Street Project is outlined in the DA under Exhibit "H".

FUNDING SOURCE:

n/a

RECOMMENDED MOTION:

Approve the Development Agreement for the Station Street Project as presented.

ATTACHMENTS:

1. Station Street DA - AH JH edits 3-6-2024 MW Review 03132024 JH-final 3-14-2024 (AH)

Prepared by and return to:

Andrew J. Hand
Shepard, Smith,
Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751

DEVELOPMENT AGREEMENT (STATION STREET PROJECT)

This **DEVELOPMENT AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of _____, 2024, by and between **CITY OF APOPKA**, a Florida municipal corporation, whose mailing address is 120 East Main Street, Apopka, Florida 32703 (“**City**”), the **CITY OF APOPKA, COMMUNITY REDEVELOPMENT AGENCY**, an entity created pursuant to Part II of Chapter 163, Florida Statutes (“**CRA**”), and **STANDARD INVESTMENTS AND HOLDINGS, LLC**, a Florida limited liability company, whose mailing address is 609 E. Pine Street, Orlando, FL 32801 (“**Developer**”). The City, CRA, and the Developer are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. City is currently the owner of that certain property located in the City of Apopka, Orange County, Florida legally described in **Exhibit “A”** attached hereto and incorporated herein (the “**Property**”) which consists of approximately 3.43 acres; and

B. The Property is located within City limits and within the City’s CRA; and

C. The City and CRA desire the Property be redeveloped as a key area of the City’s downtown to provide affordable housing and public event space consistent with the City’s Comprehensive Development Plan (“**CDP**”), Land Development Code (“**LDC**”), and CRA Plan; and

D. The City is committed to the provision of affordable housing via its planning process and State legislative mandates; and

E. Developer desires to acquire a portion of the Property, consisting of approximately 2.43 acres, primarily for the purpose of constructing affordable housing, in exchange for developing the portion of the Property to be retained in ownership by the City as public event space; and

F. Developer desires to redevelop the portion of the Property which it intends to acquire from the City and to receive assurances from City and CRA related to Developer’s proposed development; and

G. City, CRA, and Developer have recognized the benefits of cooperation to redevelop this key area of City; and

H. The Property is commonly known as the Station Street Project, with a Future Land Use Map designation of “Commercial” and a zoning classification of “MU-D, Mixed-Use Downtown.” The zoning classification allows for a mixed-use project that may consist of commercial, multi-family residential, recreational uses, and public space; and

I. On August 28, 2022, the City initially publicly advertised and solicited development concepts for the Property; and

J. On October 19, 2022, the City Council selected Developer’s response to RFP 2022-95 (the “RFP”), which response outlined a proposed development concept for the Property, and authorized City staff to draft a development agreement with Developer for consideration by City Council in accordance with the guidelines and requirements outlined in the RFP; and

K. The development concept presented by Developer consists of two multifamily residential apartment buildings containing a maximum total of 60 affordable-housing units (the “**Apartments**”) to be developed on a portion of the Property intended to be conveyed from City to Developer; a public event and meeting space consisting of a pavilion, plaza, lawn or artificial grass (per City directions), trees, tower/focal element, public rest rooms, open space area, food truck staging area, and all amenities identified in Exhibit “E” attached hereto (collectively, the “**Public Plaza**”); parking for both residents of the Apartments and visitors to the Public Plaza; pedestrian connections to surrounding sidewalks and trails; and vehicle connections to the local street network. (The Apartments, Public Plaza and all other improvements identified herein and on the Conceptual Site Plan depicted on Exhibit “E” shall be collectively known as the “**Project**”); and

L. The City intends to support the Project through conveyance of a portion of the Property to Developer and payment to Developer of a portion of Developer’s development costs attributable to the Public Plaza; and

M. It is the intention of the Parties that the Project be subdivided into two separate lots via the City’s platting process, the first of said lots, to consist of approximately 2.43 acres, will be conveyed by City to Developer for Developer to construct the Apartments, associated resident parking, a public portion of the parking area consisting of no fewer than thirty (30) public parking spaces, a portion of the extension of the Downtown Apopka Trail, and an access drive into the site; and the second of said lots, to consist of approximately 1 acre, will be retained by City and on which Developer will construct the Public Plaza and a portion of the extension of the Downtown Apopka Trail; and

N. On January 12, 2024, per §163.380, *Florida Statutes*, the City and CRA gave public notice of the City and CRA’s intent to dispose of a portion of the Property pursuant to the requirements of the Community Redevelopment Act of 1969 and invited proposal from private developers or any persons interested in undertaking to redevelop or rehabilitate the Property; and

O. At duly noticed public hearings held on February 21, 2024 (the “**Hearings**”), the CRA Board and City Council considered all responsive proposals to the City’s notice of intent to dispose of a portion of the Property and heard all persons desiring to speak for or against same; and

P. At the Hearings, while considering all responsive proposals, the CRA and City Council evaluated the City's 2019 appraisal of the value of the entire Property (~\$900,000) as well as the value of the fraction of the portion of the Property proposed to be conveyed to Developer, and weighed same against Developer's total projected cost for the Project (~\$8,800,000), which would serve the public purpose of providing affordable housing and over (~\$900,000) of public improvements including the Public Plaza, extension of the Downtown Apopka Trail, infrastructure, and additional downtown parking; and in determining the value of the Property as being in the public interest for uses in accordance with the CRA Plan, the CRA and the City Council took into account and gave consideration to the long-term benefits to be achieved by the City and CRA resulting from incurring any and all short-term losses or costs in the disposal of the Property; the uses provided for in the CRA Plan; the restrictions upon, and the covenants, conditions, and obligations to be assumed by the Developer; and the objectives of the CRA Plan for the prevention of the recurrence of slum or blighted areas on the Property; and

Q. At the Hearings, the CRA and City Council determined it to be in the best interest of the City to continue moving forward with Developer's proposal and to produce a finalized, executable version of this development agreement; and

R. City, CRA, and Developer have recognized the mutual benefits of cooperation to redevelop this Property in the downtown area, including the economic revitalization of an otherwise stagnant area and the fulfillment of the City's desire to make the City an attractive place to conduct business, live, shop, and play; and

S. City and CRA desire to encourage private sector redevelopment of the Property and are willing to enter into this Agreement to provide for, implement and encourage a quality mixed-use development; and

T. §163.3167, *Florida Statutes*, provides that each local government is encouraged to articulate its vision for the future physical appearance and qualities of its community in its Comprehensive Plan; and

U. City and CRA are authorized by home-rule powers to enter into agreements regarding the development and redevelopment of property; and

V. The Florida Legislature has recognized that high-density development is integral to the success of many urban infill and redevelopment projects and that high-density urban infill and redevelopment is to be encouraged; and

W. Providing the Developer with utility impact fee credits for the materials cost portion associated with Developer's oversizing of any utility improvements outside the boundaries of Lot 1 at the City's request and partial impact fee credits for a lift station within the Project serves a valid public purpose; and

X. The City Council and CRA Board duly scheduled, advertised and held consecutive public hearings on March 20, 2024, to consider this Agreement, and heard all persons desiring to speak for or against this Agreement; and

Y. The City Council and CRA duly considered the remarks and comments offered regarding the Agreement made at said public hearings; and

Z. The City Council and CRA finds Developer has made the requisite showing under the City's Comprehensive Plan, CRA Plan, and LDC for the approval of the Project; and

AA. The City Council and CRA, finding it to be in the best interest of the City and the health, safety and welfare of the citizens Apopka, have offered to facilitate a portion of this redevelopment and revitalization project on the terms and conditions set forth herein, with the expectation that their involvement will encourage and accelerate the timing of the redevelopment, thus generating additional TIF revenues in the redevelopment area, and will result in enhanced economic benefit to downtown with respect to the stability and potential for future development of properties in the downtown core; and

BB. All Parties desire to enter into this Agreement to provide the citizens of City a quality development in the form of the Project; and

CC. Developer hereby affirms and acknowledges that everything contracted for, negotiated, acknowledged and affirmed herein by Developer is done freely and voluntarily; and

DD. Developer has agreed to safeguard against certain adverse public impacts on the Property by securing performance bonds, maintenance bonds, and appropriate financial assurances for the construction and maintenance of the Public Plaza, extensions of the Downtown Apopka Trail on both Lots 1 and 2, Public Infrastructure, Public Parking area, and common improvements within the Project (including the pedestrian network and connections to the existing local streets); and

EE. The City confirms that this Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b), Florida Constitution; Chapter 166, Florida Statutes; the City of Apopka's Code of Ordinances; other controlling law; and the City's police powers; and is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, Florida Statutes; and

FF. The City and the Developer desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the development of the Property and other matters as provided for herein.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein, and other good and valuable consideration, the sufficiency of which is hereby conclusively acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals contained above are true and correct and are incorporated in this Agreement in full as if set forth herein.

2. **Project.** In accordance with the terms and conditions of this Agreement, the Developer represents and warrants to the City and CRA that it will expeditiously develop the Project on the Property, at Developer's expense (except as set forth hereinbelow), as a mixed-use development consisting primarily of affordable housing and public event space. The Developer represents and warrants that the Project will be developed in a manner reasonably consistent with the Conceptual Site Plan attached hereto and incorporated as **Exhibit "E."** Currently, the Property consists of nine (9) or more parcels, and two streets to be vacated, totaling +/-3.43 acres, as identified and depicted on the survey attached hereto and incorporated herein as **Exhibit "B"** ("**Survey**"). It is also the intention of the parties that a southern portion of West 4th Street will also be vacated as depicted on the Conceptual Site Plan. The vacation of these streets will occur through the City's replat process in accordance with Section 2.5 of the LDC and Section 5 of this Agreement. Other uses permitted on the Property are listed on the Permitted Use list attached hereto and incorporated herein as **Exhibit "C."**

3. **Objectives of Agreement.** The Parties' objectives, each of which is deemed material to the Parties' decision to enter into this Agreement, include but are not limited to the following:

(a) City/CRA Objectives:

1. To obtain from Developer all information that is necessary to proceed with the development and review process for the Project; and
2. To confirm projected time frames for the Project's development application review and attached hereto and incorporated as **Exhibit "H"** (Note: while the parties intend to apply best efforts to meet project time frames, said time frames are nonbinding and may be reasonably adjusted as needed administratively to account for delays beyond control of the parties);and
3. To ensure the design and construction of the Project is consistent with the design standards adopted in the LDC, the design specifications for the Public Plaza, the Project's Master Development Plan, Construction Site Plan Requirements, all other applicable regulations and specifications, and the exterior and interior finishes and details outlined in **Exhibit "E"**; and
4. To ensure that Developer constructs affordable housing within the City's downtown area to serve current and future citizens of Apopka who will support downtown businesses; and
5. To construct and transform a portion of the Property into a downtown Public Plaza which will serve as an open space park, public performance venue, special event space, and area for the public to meet and recreate; and
6. To ensure timely completion of the Public Plaza such that all performance and payment schedules are met in substantial accordance with the schedule and terms set forth herein in **Exhibit "H"** and such improvements are completed prior to issuance of the first Certificate of Occupancy ("C/O") for any unit within the Apartments; and

7. To provide additional downtown parking to the public and parking space to serve the Public Plaza (minimum of thirty (30) public parking spaces); and
8. To improve pedestrian connections to surrounding sidewalks and trails; and
9. To improve vehicle connections to the City's existing street network; and
10. To provide Developer with utility impact fee credits for the materials cost portion associated with Developer's oversizing of any utility improvements outside the boundaries of Lot 1 at the City's request and partial impact fee credits for a lift station within the Project.
11. To extend the Downtown Apopka Trail through Lots 1 and 2.

(b) Developer's Objectives:

1. To obtain from City timely review and approvals for the Project; and
2. To develop the Project in accordance with the terms and conditions of this Agreement.
4. **Design Specifications for Public Plaza.** No later than **July 15, 2024**, Developer shall deliver to City completed design specifications for the Public Plaza and Downtown Apopka Trail extensions to the City's satisfaction. Developer shall consult with City concerning said design specifications. City shall maintain final decision-making authority on all design and construction issues regarding the Public Plaza, Downtown Apopka Trail extension, and related improvements. At a minimum, the design specifications for the Public Plaza shall include a public event and meeting space consisting of a pavilion, plaza, lawn or artificial grass (per City directions), trees, tower/focal element, public rest rooms, open space area, food truck staging area, and all amenities identified in **Exhibit "E"** attached hereto.
5. **Platting.** Developer shall prepare legal descriptions and a proposed replat of the Property to consolidate the nine (9) development parcels into two (2) lots and to vacate those portions of W. Station Street, W. 5th Street and W. 4th Street, as indicated in Section 2 above, and submit same to the City's Community Development Department for review and consideration by the City Staff. One lot ("Lot 1") will be the site intended for Developer's construction of the Apartments together with parking, the public parking portion of the parking lot with no fewer than thirty (30) public parking spaces, a portion of the extension of the Downtown Apopka Trail, and an access drive into the site; the other lot ("Lot 2") will be intended for public uses which shall include the Public Plaza, and a portion of the extension of the Downtown Apopka Trail. The approximate configurations of Lot 1 and Lot 2 are depicted on **Exhibit "E."** Once the proposed replat is prepared by Developer and acceptable to City Staff, City Staff will prepare and submit a plat application for the proposed replat to the City's Community Development Department on behalf of the City as applicant. The City shall timely process the plat application via the City's standard development review process. If the proposed replat or a revised version of the proposed replat acceptable to the Parties is not approved by the City within 180 days of Developer's completed submission of the proposed plat to the City's Community Development Department, then this

Agreement shall be voidable at the election of either the Developer or the City by written notice to the other.

6. **Major Development Plan & Construction Site Plans.** Concurrent with the platting process and consistent with City-approved design specifications for the Public Plaza, Developer shall prepare and submit to City applications for the Project's Major Development Plan ("MDP") and Construction Site Plans ("CSPs") for Lot 1 and Lot 2. The City shall timely process the applications via the City's standard development review process so long as the Developer has sufficiently complied with the application process for each process as set forth in the LDC and adopted procedures. The MDP and CSPs will conform to the City-approved design specifications for the Public Plaza and otherwise generally conform to the conceptual Site Plan attached hereto as **Exhibit "E."**

7. **Conveyance of Lot 1.** City shall convey fee simple title to Lot 1, excepting that portion of Lot 1 on which Developer will construct the extension of the Downtown Apopka Trail, to Developer within five (5) business days following the City's approval of the Construction Site Plans for Lots 1 and 2. Consideration for Lot 1 shall be \$10.00, along with the Developer obligations outlined in this Agreement. The City's conveyance shall occur via a Quitclaim Deed to Developer or a special purpose entity affiliated with Developer, to which Developer may assign all or a portion of its rights and obligations under this Agreement. Said assignment shall be permitted to Developer as a matter of right.

8. **Development of Project.**

(a) **Developer Obligations as to the Project.**

1. Developer shall construct the Project in accordance with the MDP and CSPs once approved by the City through its standard review process, and shall be consistent with the design standards adopted in the City's LDC and as set forth in this Agreement. Additionally, Developer shall reasonably adhere to the to the exterior and interior finishes and details that are outlined in **Exhibit "E"** unless a higher-grade finish or detail is approved by the City.
2. Developer's entitlements applicable to Lot 1 shall be applicable Lot 1 as a whole and may not be subdivided, split, severed, or allocated to any portion of Lot 1 at any time. This restriction shall survive the expiration of this Agreement.
3. Developer shall construct or cause to be constructed the Public Plaza on Lot 2 contemporaneously with the construction of the Apartments and other improvements on Lot 1. Developer shall fully complete construction of the Public Plaza and all other improvements on Lot 2 to the satisfaction of the City on or before January 15, 2026, and prior to issuance of the first C/O for any unit within the Apartments.
4. Developer shall complete construction of the Apartments within three (3) years of the effective date of this Agreement, provided that Developer shall be entitled to a 180-day extension subject to a written request for the extension delivered no later than expiration

of the initial three (3) year period. Developer shall also be entitled to any extensions granted under Section 252.363, Florida Statutes.

5. Developer shall grant the City a permanent, non-exclusive easement for parking on and access to the Public Parking area depicted on **Exhibit "E."** It is the intent of the Parties that in addition to the parking spaces required to serve the Apartment multifamily uses per LDC requirements, the Developer shall construct a minimum of thirty (30) additional public parking spaces within the Public Parking area. The parking spaces constructed to serve the Apartment multifamily uses shall be exclusively used by Developer and shall not be encumbered by the easement contemplated herein.
6. Developer shall construct all public infrastructure utility improvements, including those for which it receives impact fee credits, in accordance with the City's codes, standards, and specifications.

(b) City Obligations as to the Project.

1. The City's vacation of those portions of Station Street, W. 5th Street, and portion of W. 4th Street depicted on **Exhibit "F,"** attached hereto and incorporated herein, are intended to be completed through the plat process as contemplated herein.
2. City agrees to accept and commence review of Developer's Master Development Plan and Construction Site Plan applications concurrently with the processing of the plat creating Lot 1 and Lot 2, provided that no construction shall commence until the plat is approved and recorded and Lot 1 is conveyed to Developer.
3. City shall grant Developer a temporary construction easement over Lot 2 and that portion of Lot 1 planned for the extension of the Downtown Apopka Trail to allow Developer's construction of the Project.
4. The City shall grant Developer recreation impact fee credits in the amount of \$50,000 as additional consideration towards construction by Developer of the pavilion within the Plaza Event Space on Lot 2. The City's contribution shall occur within three (3) business days of Developer obtaining a building permit for the improvements on Lot 2.
5. City shall work with Developer regarding any brownfield-related applications.
6. The City shall grant to Developer a drainage easement allowing the conveyance and storage of stormwater from the Property to the City's master stormwater system known as Martin's Pond as depicted on **Exhibit "G."** In addition, the City shall reserve and allocate to the Property sufficient stormwater pond capacity necessary to accommodate expected post-development stormwater management needs for the Property. The City shall record the drainage easement simultaneously with the conveyance of Lot 1, following recordation of the deed for same.

9. **Public Plaza, Public Infrastructure - Performance Bonds, Letter of Credits, Maintenance Bonds.** Developer shall provide or ensure that Developer's contractor provides City with performance and payment bonds, letter of credits, or other security interests required by City in City's discretion in a form and amount and with a surety approved by City, for the Public Plaza, extensions of the Downtown Apopka Trail on both Lots 1 and 2, Public Infrastructure, Public Parking area, and common improvements prior to commencement of construction of same. Developer shall provide or ensure that Developer's contractor provides City with maintenance bonds, Letter of Credits, or other security interest in a form and with a surety approved by City, equal to 110% of the construction costs of the Public Plaza, extensions of the Downtown Apopka Trail on both Lots 1 and 2, Public Infrastructure, Public Parking area, and common improvements as a maintenance guarantee valid for one (1) year from the date of City approval and acceptance of the construction for improvements.

10. **Parking and On-Site Infrastructure.** The Project shall be required to provide sufficient on-site infrastructure to satisfy the applicable LDC parking requirements. Further, the Project shall be required to provide the number of reserved parking spaces set forth within the MDP to accommodate the Apartments and open public parking. Any on-street parking spaces permitted for multi-family use shall be considered common areas and accessible to residents and guests of the entire Project.

11. **Apartments.**

(a) **Density.**

As noted in the Recitals of this Agreement, the development concept presented by Developer consists of two multifamily residential apartment buildings containing a total of 48 affordable-housing units. Notwithstanding same, the Parties acknowledge that per the acreage of the Property to be conveyed by City to Developer, Developer would be entitled to construct approximately 36 affordable-housing units per the City's LDC by right; however, the Live Local Act adopted in 2023 by the Florida Legislature (SB102) augments the density allowed to approximately 60 affordable-housing units. Accordingly, Developer is authorized to construct up to the maximum number of affordable-housing units permitted by Florida's Live Local Act. To construct more than 36 affordable-housing units, Developer must comply with all requirements contained within the Live Local Act.

(b) **Apartment Features.**

1. Building exterior appearance shall include vertical and horizontal articulation, be consistent with LDC requirements and **Exhibit "E,"** and will be reviewed subject to these requirements by the City through the Master Development Plan process.
2. All Apartments shall have a washer and dryer within each Apartment.
3. All apartments above the first floor shall have balconies. Apartment balconies shall meet all LDC requirements, shall consist of an outside space (not under heat or air conditioned), and shall be a minimum of 5-feet deep and

minimum 6-feet wide (30 square feet). Porches are optional for first floor apartments.

12. **Signage.**

(a) **On-Site Signage.** On-site signage shall be permitted on the Property as set forth in the LDC. Signs and other forms of advertising within Property area shall be allowed during the Project development. “For Sale” and leasing signs during any sale or leasing period for the Project and at other times shall be permitted in accordance with the LDC.

(b) **Special Events.** Developer and other users of the public portion of the Property shall be permitted to place directional and event signs within the Project for Special Events, in accordance with the LDC.

(c) **Directional Signage.** Developer shall have the right to place directional signage, or similar signage, within the Project area, which shall be in accordance with the LDC.

13. **Water and Sewer; Utilities.** Developer shall provide all requisite utilities to the Project in accordance with the City’s Utility requirements. Existing utilities are shown in **Exhibit “D”** attached hereto and incorporated herein. Utilities required shall include, but are not limited to, water, sewer, storm sewer, electric, and natural gas (if available at Developer’s option). Developer shall be entitled to impact fee credits for the materials cost portion only for oversizing of any utility improvements constructed outside the boundaries of Lot 1, and shall be entitled to partial impact fee credits for a lift station within the Project, as provided for and set forth in a separate Utility Impact Fee Agreement.

14. **Utility Easement Agreement.** Developer shall convey to City utility easement(s) for all public infrastructure constructed within Lot 1. Developer may locate signage within the easement with the understanding that if City requires access to the underlying utilities, Developer or successor shall be responsible to replace any sign or landscaping at their expense.

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

16. **Consistency with City’s Comprehensive Plan.** City has found that this Agreement is consistent with the Comprehensive Plan and other City governing documents, and finds that approval of this Agreement is a legislative act of the City Council. The Conceptual Site Plan is consistent with the Comprehensive Plan, applicable development regulations, and services levels adopted by the City.

17. **Force Majeure.** Except as otherwise expressly set forth in this Agreement, if either Party’s performance of any act (other than the payment of money) required hereunder is impractical, impossible, delayed, hindered, or prevented by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, pandemic or epidemic health occurrences as declared by applicable governmental or world health

organizations, health events resulting in government mandated quarantine, shelter-in-place, travel restrictions, government office shut-down or moratoria, or other government-directed cessation of business related to pandemic or epidemic health occurrences, riots, terrorist acts, insurrection, adverse weather conditions, war or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement (all of such reasons or causes referred to in this Agreement as “**Force Majeure**”), then performance of such acts shall be excused for the period of the delay, and the period within which the performance of such act may be required hereunder shall be extended by a period equivalent to the period of such delay plus thirty (30) days. In any case where work is to be paid for out of insurance proceeds or condemnation awards or other similar such proceeds, due allowance, not to exceed ninety (90) days in the aggregate, shall be made, both to the Party required to perform such work and to the Party required to make such payment, for delays in the collection of such proceeds and award.

18. **Legal Proceedings; Attorneys’ Fees**. In the event that either 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 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 or appeal of a lower court decision.

19. **Notices**.

- (a) All notices provided for in this Agreement shall be in writing and delivered to the addresses below:

City: City of Apopka
120 East Main Street
Apopka, Florida 32703
Attn: _____
Email: _____
Telephone: (407) 703-1712
Facsimile: () _____

With a copy to: Cliff Shepard, City Attorney
Shepard, Smith, Kohlmyer & Hand, PA
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Email: cshepard@shepardfirm.com
Telephone: (407) 622-1772

Developer: Standard Investments and Holdings, LLC
Attention: Tony Benge, Jr.
609 East Pine Street
Orlando, Florida 32801
Email: Tony@bengedevelopment.com

Telephone (407) 948-3681
Facsimile: () _____

With a copy to: D. Scott Baker
Zimmerman Kiser Sutcliffe, P.A.
315 E. Robinson Street, Suite 600
Orlando, FL 32801
Email: sbaker@zkslawfirm.com
Telephone (407) 425-7010
Facsimile: (407) 425-2747

- (b) Any notice, request, demand, instruction or other communication to be given to either Party hereunder, shall be in writing and shall be hand-delivered, sent by Federal Express or a comparable overnight mail or delivery service, mailed by registered or certified United States Mail, return receipt requested, postage prepaid, by electronic mail (e-mail), or transmitted by facsimile or telecopier to the Parties and their listed co-recipients, at their respective addresses or facsimile numbers set forth herein. Any notice delivered as aforesaid shall be deemed delivered immediately upon mailing, delivery to an appropriate carrier, or receipt or refusal of delivery of said notice, whichever is earliest. The inability to deliver because of change in address of which no notice is given shall be deemed to be a receipt of the notice, demand and request. The Party claiming delivery of notice via telecopier or facsimile shall have the burden of proving notice was in fact sent, which burden can be carried without further evidence if confirmed by the transmitting telecopier or facsimile machine. Any communication sent by electronic mail, facsimile or telecopier shall promptly be followed by a copy delivered by one of the other approved methods. Receipt shall be deemed to have occurred if delivered to an authorized agent or any employee of the addressee or of the addressee's company. A time period in which a response to any notice, demand or request must be given pursuant to the terms of the Agreement, shall commence to run from the date of receipt. Any Party may change the address for receiving notices, request, demands, or other communication by not less than three (3) days prior notice in accordance with this Section. Telephone numbers are provided for convenience only. Notice from a Party's attorney shall constitute legal notice hereunder.
- (c) City and Developer may from time to time notify the other of changes regarding where and to whom notices should be sent by sending notification of such changes pursuant to this Section.

20. **Miscellaneous Provisions.**

- (a) **Entire Agreement.** This Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with respect to the topics addressed in this 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) **Cooperation.** Subject to the provisions within Section 20.c. “Relationship of the Parties,” Developer and City shall reasonably cooperate and act in good faith with each other to achieve the terms, conditions, and intentions of this Agreement, particularly with regard to specific dates set forth herein. In connection with Developer’s applications for City development licenses, permits and approvals necessary to construct the Project and Development Improvements in accordance with the final site plan, City agrees to process and review any and all applications associated with Developer’s licenses, permits (including building permits) and approvals in good faith and in a prompt and diligent manner. However, Developer recognizes and concedes that, in the exercise of its regulatory police power, City must review and act upon Developer’s permit applications in substantially the same manner as in the case of applications for all other property owners, and City’s decision-making in the course of exercising its police power cannot be waived, divested, or otherwise diminished by contract. City further agrees to formally designate the City’s Community Development Director or his/her designee to facilitate approvals, expedite permits and to act as liaison between City and Developer.
- (c) **Relationship of the Parties.** This 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 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 Agreement or any responsibility or obligation contemplated herein.
- (d) **Authority.** Each Party hereby represents and warrants to the other that each has full power and authority to enter into this Agreement. Developer further represents that it has the authority to perform contracts reasonably necessary to acquire the Property. City further represents that all requirements and procedures, including, without limitation, public hearings, have been properly conducted so that the execution hereof by City shall constitute the final action of City. City, CRA and Developer each represent to the other that this Agreement is binding and enforceable against them in accordance with its terms. Nothing in this Agreement shall be interpreted to contractually bind the City to exercise its police power in any manner except in accordance with the requirements of Florida law.
- (e) **Obligation to Adhere to Requirements of Law.** Developer and City agree that each and their respective successors and assigns will be bound by the provisions of this Agreement, as well as all 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 Developer or City. Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer or City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

- (f) **No Third-Party Beneficiaries.** The Agreement is solely for the benefit of the Parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.
- (g) **Negotiation.** Each Party hereto hereby acknowledges that it was properly represented in the negotiation of this Agreement and this Agreement shall not be more strictly construed against one Party or the other as a result of such Party's participation in the drafting of this Agreement.
- (h) **Agency.** Developer and City, and their agents, contractors and subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of one another, with the exception of the MDP approval process for Lot 2 for which the City will appoint Developer as its authorized agent.
- (i) **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to Section 768.28, Florida Statutes.
- (j) **Captions, Section and Paragraph Headings.** Captions, section and paragraph headings contained in this 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 Agreement or of any particular term, provision, section or paragraph hereof.
- (k) **Modification, Amendment or Termination.** This 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 Agreement or their respective successors in interest or title.
- (l) **Indemnification.** Developer shall defend, indemnify and hold harmless City, CRA, and their elected or appointed officials, employees and agents ("indemnified individuals") harmless from and against any and all suits, claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees), which City, CRA, or indemnified individuals may incur (or which may be claimed against City, CRA, or indemnified individuals by any party whomsoever) by reasons of or in connection with the design, construction or maintenance of the Project and public infrastructure. Nothing herein shall require Developer to indemnify City, CRA, or their agents for their own negligence. This paragraph shall survive expiration or earlier termination of this Agreement.
- (m) **Default.** Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder, entitling the non-defaulting Party to terminate this

Agreement or to pursue the remedies of specific performance, injunctive relief or damages as set forth in this Agreement. Prior to termination of this 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.

- (n) **Bankruptcy**. In the event (a) an order or decree is entered appointing a receiver for Developer or its assets or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then City shall have the right to terminate immediately this Agreement.
- (o) **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.
- (p) **Governing Law; Binding Effect**. This Agreement and the construction, interpretation and enforcement thereof shall be construed in accordance with and governed by the laws of the State of Florida and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors in interest or title.
- (q) **Venue**. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- (r) **Personal Liability**. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City or the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of City hereunder.
- (s) **Construction of Agreement**. The fact that any one of the Parties to this Agreement shall have drafted or structured or shall be deemed to have drafted or structured this Agreement or any particular term or provision of this Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this Agreement or any particular term or provision of this Agreement, either in favor or to the disadvantage of such Party.
- (t) **Severability**. If any of the terms, provisions, covenants or conditions set forth in this 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 Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.

- (u) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and are collectively but one instrument.
- (v) **Time of the Essence.** Time, and timely performance, is of the essence of this 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 Agreement, a “business day” shall mean any weekday that the banks in the county in which the Property is located are open for business (thereby excluding Saturdays, Sundays and legal holidays).
- (w) **No General Obligation.** In no event shall any obligation of City or the CRA under this Agreement be or constitute a general obligation or indebtedness of City or CRA, a pledge of the ad valorem taxing power of City or the CRA, or a general obligation or indebtedness of City or the CRA within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither the Developer nor any other Party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of City or any other governmental entity or taxation in any form on any real or personal property to pay City’s obligations or undertakings hereunder.
- (x) **City’s Police Power and Regulatory Powers.** City hereby reserves all police and regulatory powers granted to City by law. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as City’s bargaining away, surrendering, or in any way diminishing its police or regulatory powers.
- (y) **Compliance with Public Records Law.** Pursuant to Section 119.0701, *Florida Statutes*, when the Developer provides services to the City by constructing public infrastructure or improving City property under the terms of the Agreement, the Developer shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute. Specifically, the Developer shall:
 - (i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service provided to the City;
 - (ii) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does

not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided by law;

- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;
- (iv) Meet all requirements for retaining public records and transfer, at no costs to the City, all public records in possession of the Developer upon completion, inspection, and issuance of a certificate of occupancy for the completed services on City property, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City
- (v) Upon request of the City, the Developer shall promptly provide the City with copies of public records which pertain to this Agreement.
- (vi) In the event that Developer receives a request from any person or entity other than the City for a document, computerized information, audio or videotape, CD, DVD, or any other record in Developer's possession pursuant to this Agreement, Developer may notify the City immediately and submit the request to the City for direction on how to comply with Florida's Public Records Law. Developer shall allow the City to inspect the requested record to advise Developer if any material therein is exempt or confidential and therefore subject to redaction.
- (vii) **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

SUSAN M. BONE, CITY CLERK
SBONE@APOPKA.NET
(407) 703-1794
120 E. MAIN STREET
APOPKA, FL 32704

The City Clerk shall assist the Consultant to comply.

- (z) **E-verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, *Florida Statutes*, Developer and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all new employees.

(aa) **Public Entity Crimes Statement.** In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to that person or to an affiliate of that person. Developer hereby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to Developer or to an affiliate of Developer.

(bb) **“Catchall” Deadline for Developer Obligations.** If, prior to obtaining all necessary permits and approvals to construct the Public Infrastructure and/or Development Improvements, all or any part of the Property is subjected to a bona fide threat of condemnation by a body having the power of eminent domain or is taken by eminent domain or condemnation (or sale in lieu thereof), or if City and/or Developer has received written notice that any condemnation action or proceeding with respect to the Property is contemplated by a body having the power of eminent domain, each shall give the other immediate written notice of such threatened or contemplated condemnation or of such taking or sale, and each may, by written notice to the other, given within thirty (30) days after the receipt of such notice, elect to cancel this Agreement as it relates to the portion of the Property affected by such condemnation. Further, City agrees not to use its powers of eminent domain in any way which would modify or alter the Conceptual Plan, provided that this paragraph shall not abrogate City’s police powers.

(cc) **Condemnation.** If, prior to obtaining all necessary permits and approvals to construct the Project, all or any part of the Property is subjected to a bona fide threat of condemnation by a body having the power of eminent domain or is taken by eminent domain or condemnation (or sale in lieu thereof), or if City and/or Developer has received written notice that any condemnation action or proceeding with respect to the Property is contemplated by a body having the power of eminent domain, each shall give the other immediate written notice of such threatened or contemplated condemnation or of such taking or sale, and each may, by written notice to the other, given within thirty (30) days after the receipt of such notice, elect to cancel this Agreement as it relates to the portion of the Property affected by such condemnation. Further, City agrees not to use its powers of eminent domain

in any way which would modify or alter the Conceptual Plan, provided that this paragraph shall not abrogate City's police powers.

(dd) **Recording in Public Records.** This Agreement or a memorandum of this Agreement shall be recorded in the Public Records of Orange County, Florida. The City Clerk shall ensure the proper recording is accomplished within fourteen (14) days after the execution of this Agreement by all Parties.

(ee) **Effective Date.** The "Effective Date" of this Agreement is the date when this Agreement or a memorandum of this Agreement is duly recorded in the Public Records of Orange County, Florida.

[SIGNATURES ON FOLLOWING PAGES]

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

Witnesses:

STANDARD INVESTMENTS AND HOLDINGS, LLC, a Florida limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of _____, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by (*check one*) physical appearance or online notarization, and (*check one*) is personally known to me or has produced _____ as identification.

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

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 this ____ day of _____, 2024, by _____, as _____ of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida. He/she appeared by (*check one*) physical appearance or online notarization, and (*check one*) is personally known to me or has produced _____ as identification.

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

**CITY OF APOPKA COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

ATTEST:

City Clerk

Approved as to Form:

City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of the City of Apopka, Florida, a municipal corporation of the State of Florida, on behalf of the City of Apopka, Florida. He/she appeared by (*check one*) physical appearance or online notarization, and (*check one*) is personally known to me or has produced _____ as identification.

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

Exhibit "A"

Legal Description of Property

DESCRIPTION: (By the Surveyor)

A portion of The Town of Apopka, according to the plot thereof, as recorded in Plot 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 plot 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 1/02083 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°12'55" 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.

Exhibit "B"

Survey (page 2)

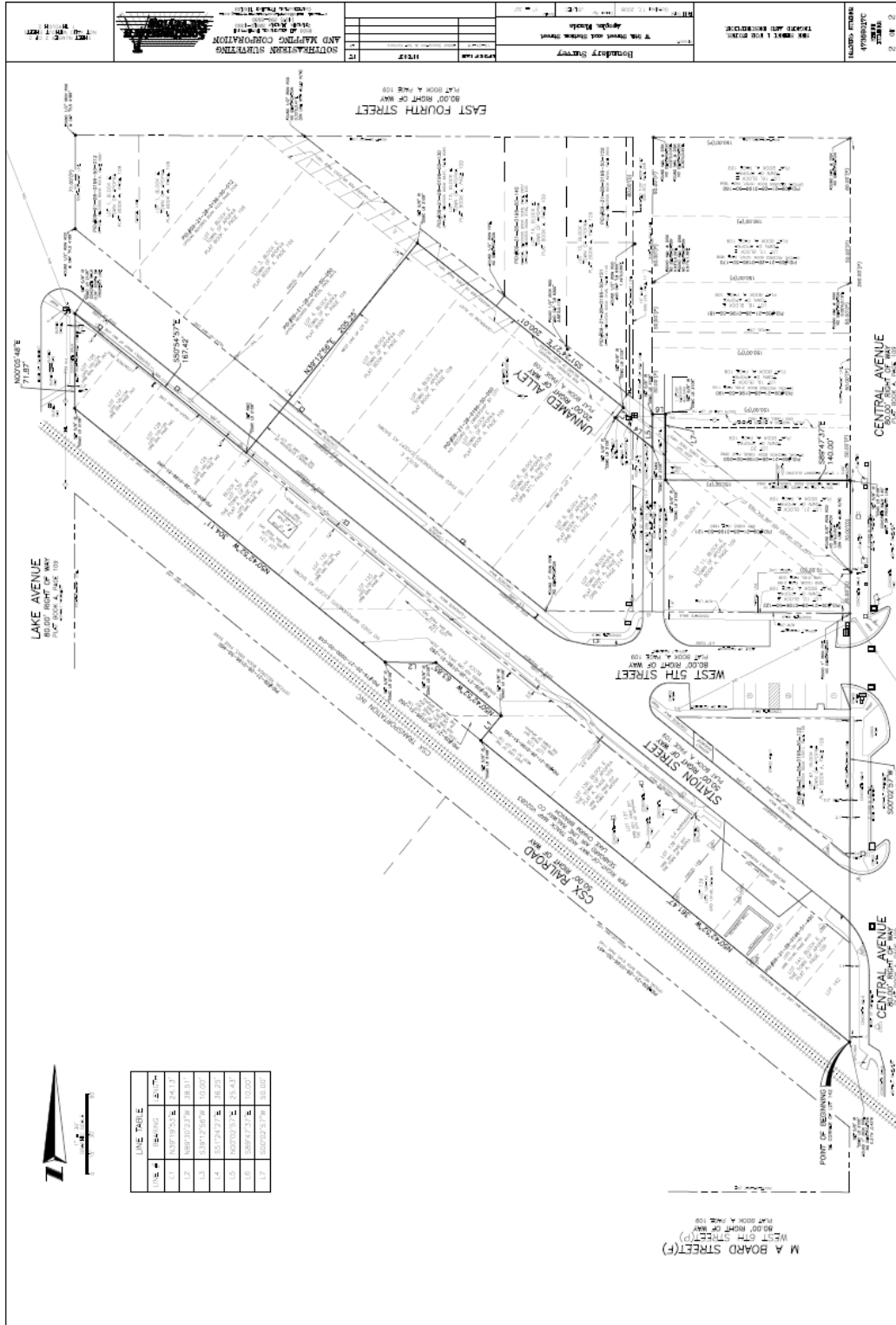


Exhibit “C”

Permitted Uses

Permitted Uses – in accordance with the LDC-Land Development Code, 4.2.2. – Principal Use Table, and those uses under the MU-D, Mixed Used Downtown zoning district.

* Denotes primary uses in accordance with this Development Agreement.

Community Garden
Arboretum or botanical garden
Park *
Dwelling, live-work
Dwelling, multifamily *
Community center/facility *
Alcoholic beverage establishments
Brewpub or microbrewery
Restaurant
General business
Office, professional
Art, music, dance or martial arts studio/school
Beauty salon or barber shop
Confectionery store, ice cream, candy
Nail care establishment
Personal or household goods repair establishment
Performance arts theater *
Recreation facility, indoor
Bank or other financial institution
Consumer good establishment
Grocery store or food market
Repair of scientific or professional instrument
Bakery
Brewery or distillery

Prohibited Uses – those uses not listed

Exhibit "D"

Utilities

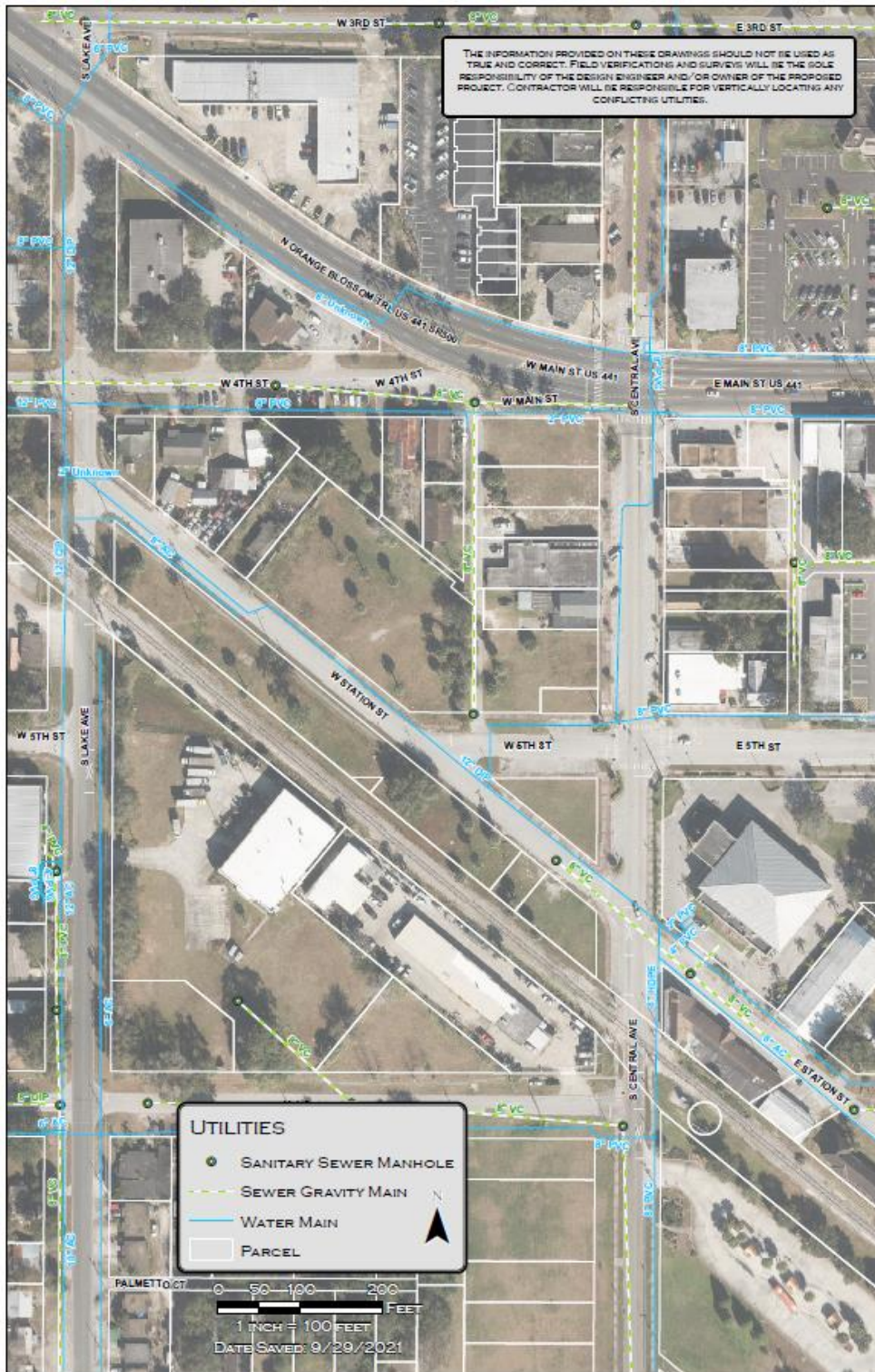


Exhibit "E"

Site Plan Rendering including:

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



Exhibit "E"

(Page 2)

Graphic/Illustrative renderings of proposed development



This depiction is for illustrative purposes only and applicant reserves the right to change the building, its architecture, and color in any way.

Exhibit "E"

(Page 3)

Graphic/Illustrative renderings of proposed development

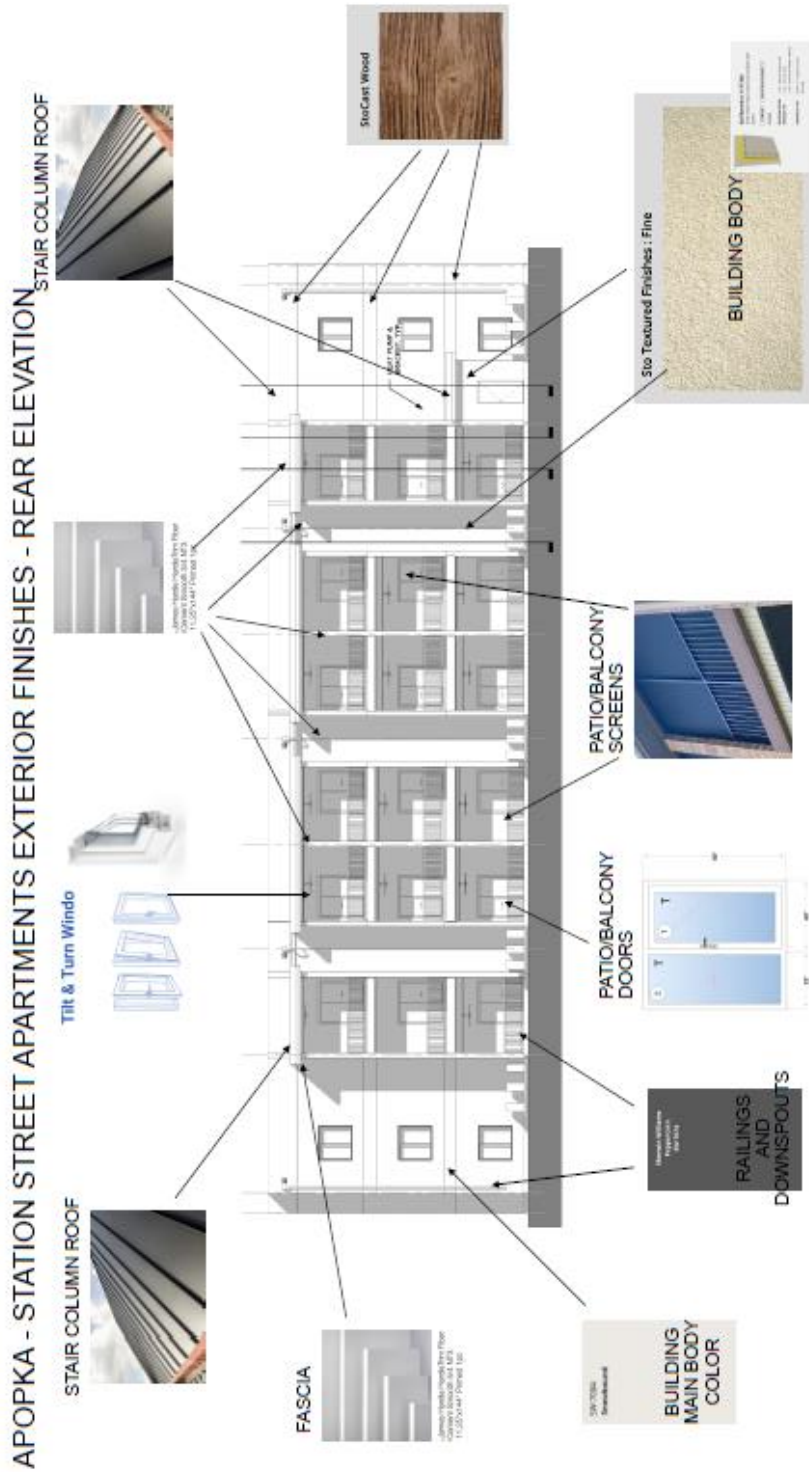
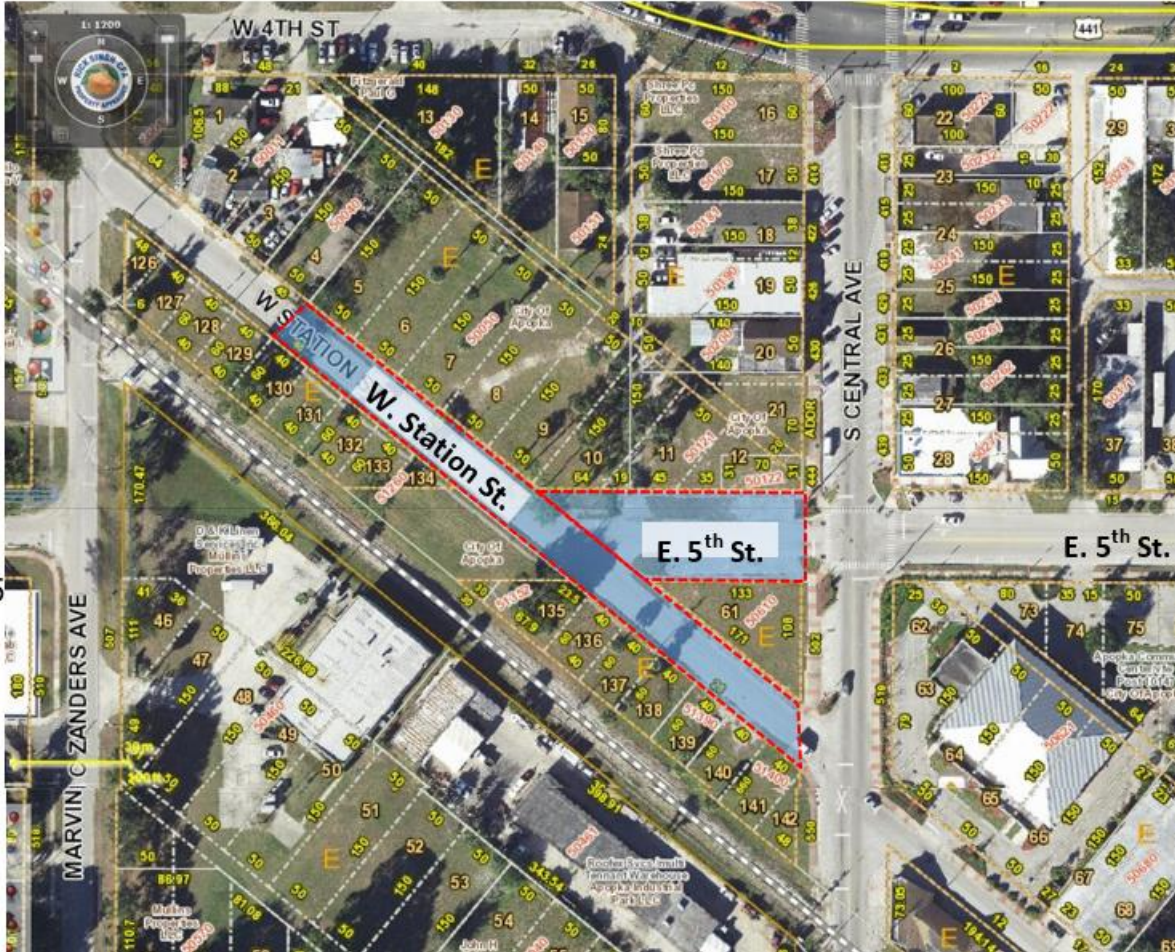


Exhibit “F”

ROW to be Vacated with plat



**W. 5th Street and W. Station Street legal descriptions
are on the following pages**

Exhibit "F"

(Page 2)

W. 5th Street


| | | |
|--|---|--|
| <p>SCHEDULE "A"</p> | | |
| <p>DESCRIPTION</p> <p>That portion of East Fifth Street lying West of Central Avenue and East of Station Street, The Town of Apopka, according to the Plat thereof as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida, being more particularly described as follows:</p> <p>BEGIN at the intersection of the North right of way line of East Fifth Street and the West right of way line of Central Avenue, per The Town of Apopka, Block E, according to the Plat thereof as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida; thence South 00°17'01" West, a distance of 80.00 feet along said West right of way line to the South right of way line of East Fifth Street; thence North 89°45'26" West, a distance of 132.24 feet along said South right of way line to the Easterly right of way line of Station Street of said The Town of Apopka; thence North 50°40'07" West, a distance of 126.88 feet along the said Easterly right of way line to aforesaid North right of way line of East Fifth Street; thence South 89°45'26" East, a distance of 230.78 feet along said North right of way line to the POINT OF BEGINNING.</p> <p>Containing 14,521 square feet or 0.33 acres, more or less.</p> | | |
| <p>SURVEYOR'S REPORT:</p> <ol style="list-style-type: none"> 1. Bearings shown hereon are based on the Easterly Right of Way line of Station Street being North 50°40'07" West (assumed). 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements. | | |
| <p style="text-align: center;">DESCRIPTION</p> <p style="text-align: center;">FOR CITY OF APOPKA</p> | <p>Date: 03/08/2017 TY</p> <p>Job Number: 47369 Scale: 1" = 50'</p> <p style="text-align: center;">Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.</p> <p style="text-align: center;">SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p> | <p>Certification Number LB2108 47369015</p> <div style="text-align: center;">  <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-9580 e-mail: info@southeasternsurveying.com</p> <p><i>James L. Petersen</i> JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791</p> </div> |

Exhibit "F"

(Page 3)

W. 5th Street

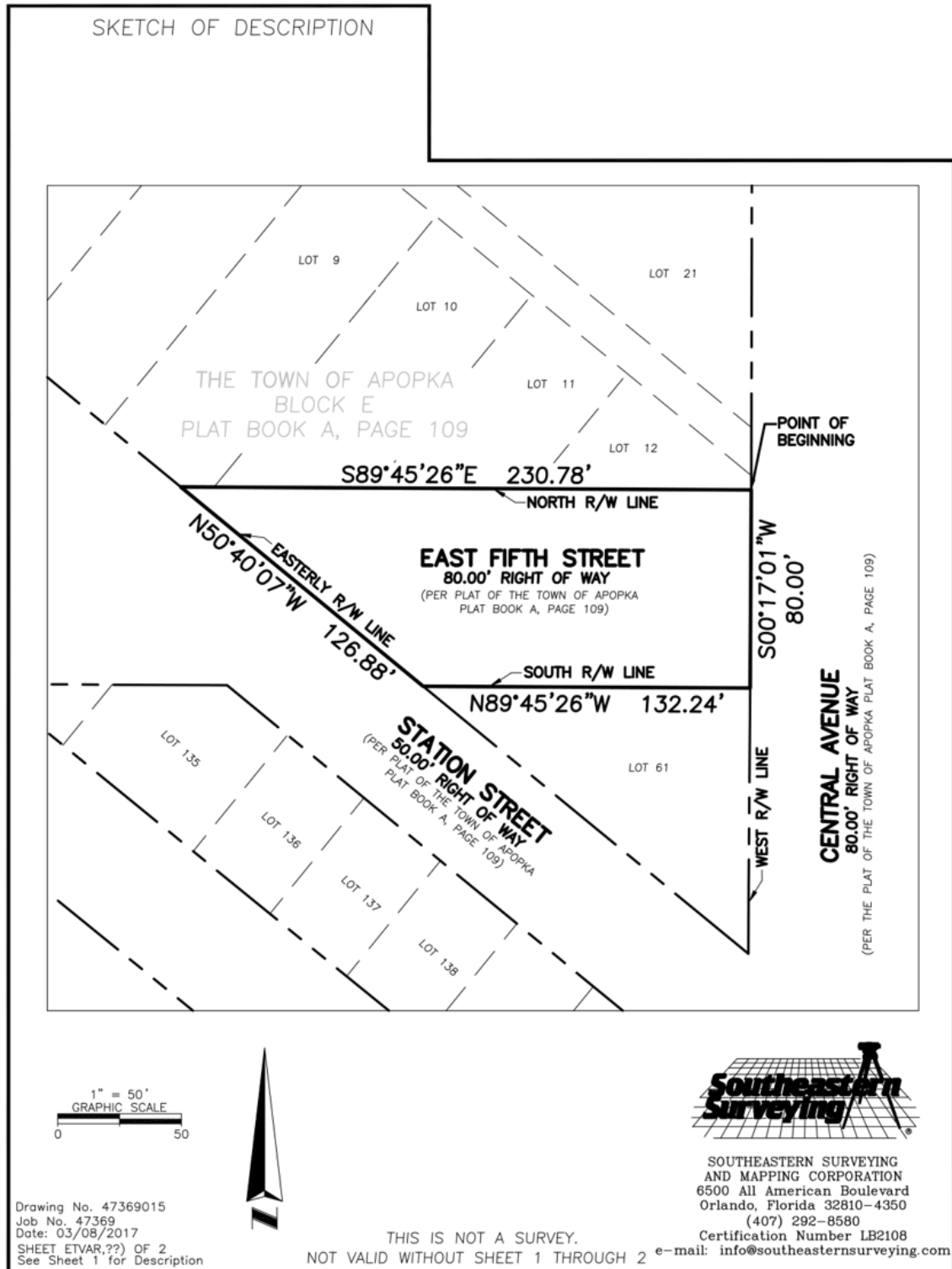


Exhibit "F"

(Page 4)

W. Station Street


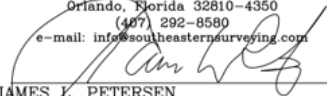
| | | |
|---|--|---|
| SCHEDULE "A" | | |
| <p>DESCRIPTION</p> <p>That portion of Station Street lying West of Central Avenue The Town of Apopka, according to the Plat thereof as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida, being more particularly described as follows:</p> <p>BEGIN at the intersection of the Northerly right of way line of Station Street and the West right of way line of Central Avenue, per The Town of Apopka, Block E, according to the Plat thereof as recorded in Plat Book A, Page 109, Public Records of Orange County, Florida; thence South 00°20'54" West, a distance of 64.32 feet along said West right of way line to the Southerly right of way line of said Station Street; thence North 50°40'07" West, a distance of 577.00 feet along said Southerly right of way line; thence departing said Southerly right of way line North 39°19'53" East, a distance of 50.00 feet to the aforesaid Northerly right of way line of Station Street; thence South 50°40'07" East, a distance of 536.53 feet along said Northerly right of way line to the POINT OF BEGINNING.</p> <p>Containing 27,838 square feet or 0.64 acres, more or less.</p> | | |
| <p><u>SURVEYOR'S REPORT:</u></p> <ol style="list-style-type: none"> 1. Bearings shown hereon are based on the Northerly Right of Way line of Station Street being South 50°40'07" East (assumed). 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements. | | |
| <p style="text-align: center;">DESCRIPTION</p> <p style="text-align: center;">FOR CITY OF APOPKA</p> | <p>Date: 03/08/2017 TY</p> <p>Job Number: 47369 Scale: 1" = 100'</p> <p style="text-align: center;">Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.</p> <p style="text-align: center;">SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p> | <p>Certification Number LB2108 47369016</p> <div style="text-align: center;">  <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com</p> </div> <p style="text-align: center;">  JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791 </p> |

Exhibit "F"

(Page 5)

W. Station Street

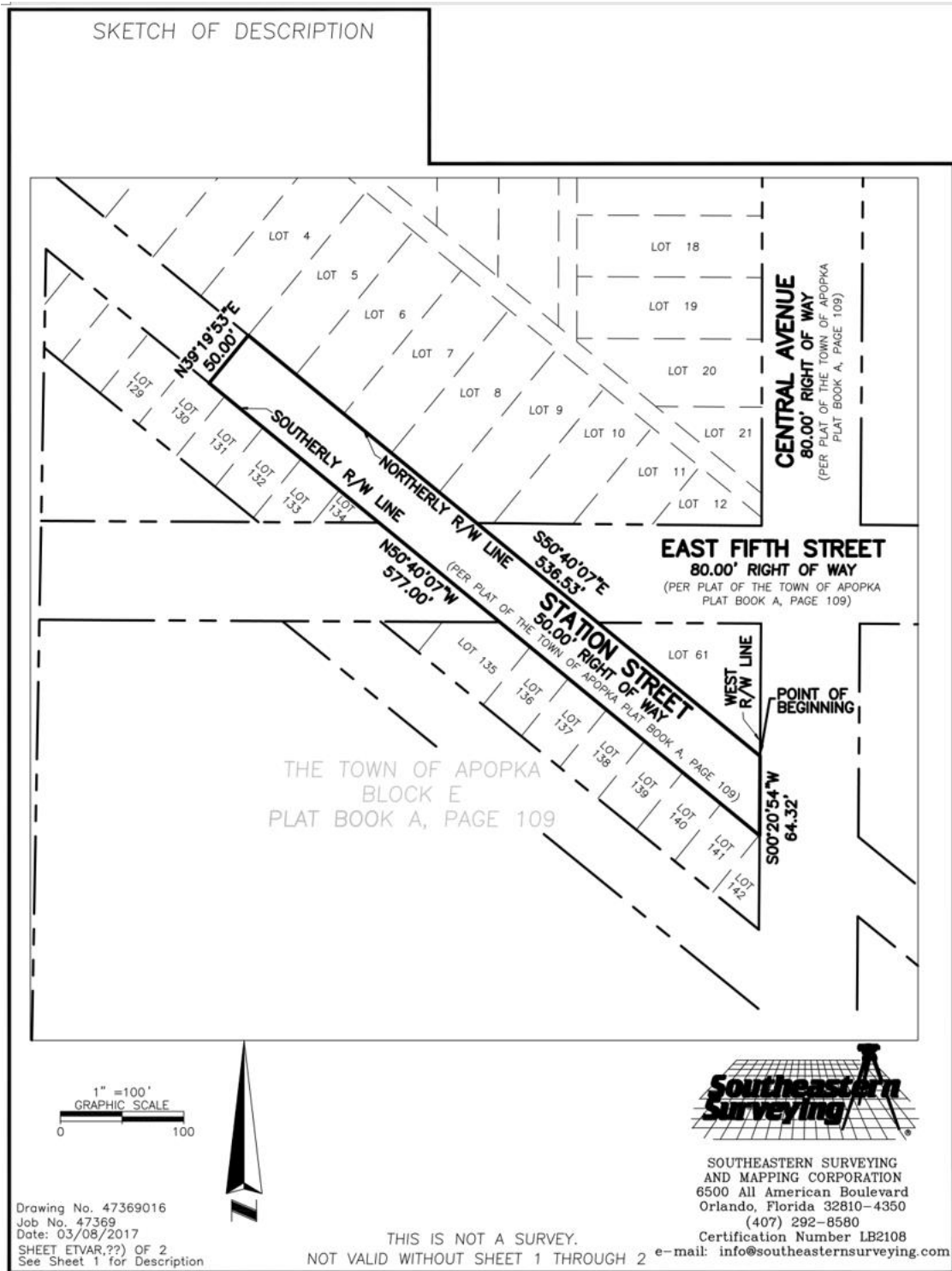


Exhibit "G"

Martin Pond Stormwater Storage Location

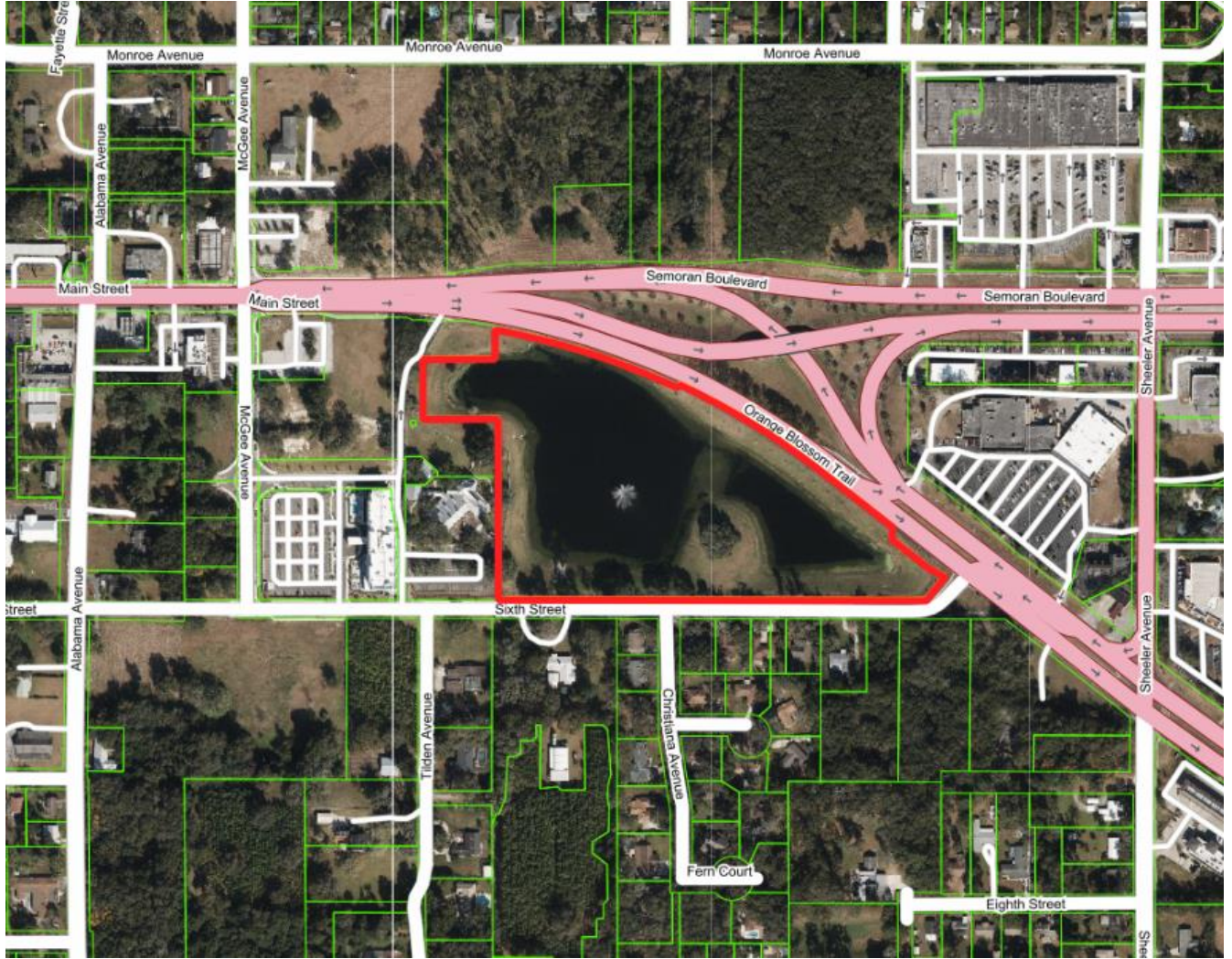


Exhibit “H”

Projected Schedule

| | |
|--|-----------------------------|
| Draft Conveyance with DA Exhibit | Week of March 25, 2024 |
| Brownfield Process started | Week of April 1, 2024 |
| Major Development Plan | July through September 2024 |
| Construction Site Plan DRC | October-November 2024 |
| Plat | November 2024 |
| Site and Building Permits | December 2024-February 2025 |
| Pre-Construction Meeting City Engineer | December 2024 |
| Ground and Site Work | January 2025 |
| Public Plaza completion on Lot 2 | January 15, 2026 |



City of Apopka COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

Section: NEW BUSINESS

Item #: 2.

Meeting Date: March 20, 2024

Department: Finance Department

SUBJECT:

Resolution No. 2024-01: Amending the Community Redevelopment Agency budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

REQUEST:

Community Redevelopment Agency (CRA) Board adoption of Budget Amendment #1
Fiscal Year (FY) 2024

Total Amendment: **\$180,000*** Dollar amounts may be rounded up.

SUMMARY:

On August 16, 2023, the CRA Board adopted the final budgets for fiscal year (FY) 2023-2024. The CRA committed to expenditures and has experienced unanticipated revenues/expenditures throughout the current fiscal year that need to be reflected in the budget. Below is the following proposed amendment:

Amendment: Community Redevelopment Agency Fund

Funding Source: Ad Valorem Tax Revenue

Description: The CRA fund has received excess funds for Ad Valorem Taxes in the amount of \$180,000. The Skate Park and Pump Track project is currently \$400,000. The design build recommended budget is \$500,000. Therefore, staff is requesting \$100,000 of the \$180,000 unanticipated in revenues be allocated to the Skate Park and Pump Track project to cover the shortfall.

| Account Number | Description | Debit | Credit |
|-------------------|-----------------------------------|------------------|------------------|
| 610-311-1000 | Ad Valorem Tax Revenue - Current | | \$90,000 |
| 610-311-1001 | Ad Valorem Tax Increase for CRA | | \$90,000 |
| 610-9950-515-6300 | Improvements Other Than Buildings | \$180,000 | |
| | Total Amendment | \$180,000 | \$180,000 |

FUNDING SOURCE:

FY2023-2024 Budget

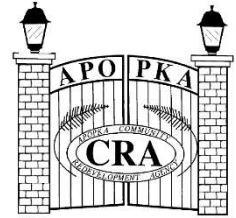
RECOMMENDED MOTION:

Adopt Resolution Number 2024-01

ATTACHMENTS:

1. Resolution No. 2024-01 Budget Amendment Number 1_

**CITY OF APOPKA
COMMUNITY REDEVELOPMENT AGENCY
RESOLUTION NO. 2024-01**



**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF APOPKA, FLORIDA, AMENDING THE ANNUAL
BUDGET FOR FISCAL YEAR 2024.**

WHEREAS, in accordance with Section 189.016, Florida Statutes, the governing body of the Apopka Community Redevelopment Agency (the “CRA”), operating as a special district, is required to adopt a budget by resolution each fiscal year and may amend the budget at any time within the fiscal year; and

WHEREAS, on August 16, 2023, the Apopka CRA approved Resolution No.2023-02. adopting the operating budget for Fiscal Year (FY) 2024, effective October 1, 2023; and

WHEREAS, subsequent to Resolution No. 2023-02, the Apopka CRA received updated and revised ad valorem tax revenue projections resulting in an increase in expected revenue that will require an amendment to the Apopka CRA FY 2024 budget; and

WHEREAS, the Apopka CRA wishes to amend the FY 2024 budget to reflect the revised balance available for appropriation, as set forth in Exhibit “A”, (“Budget Amendment 1”).

NOW THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency Board of the City of Apopka:

PASSED AND ADOPTED this 20th day of March, 2024, by the Community Redevelopment Agency Board of the City of Apopka, Florida.

SECTION I: The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

SECTION II: Budget Amendment 1, as set forth in Exhibit “A,” attached hereto and incorporated herein by reference, is hereby approved.

SECTION III: If any clause, section, other part of application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

SECTION IV: This Resolution shall become effective immediately upon its passage and adoption.

SIGNATURES ON NEXT PAGE

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

Bryan Nelson, Chairman
City of Apopka, Florida

ATTEST:

Susan Bone, City Clerk

EXHIBIT A
City of Apopka Community Redevelopment Agency
Budget Amendment FY 2024

| Community Redevelopment Agency | | FY2024 | FY2024 | FY2024 |
|------------------------------------|---------------------------------------|---------------------|-------------------|---------------------|
| Resolution No. 2024-01 | | Adopted | Budget | Amended |
| | | Budget | Amendment | Budget |
| | | | #1 | |
| Estimated Revenues: | | | | |
| | Ad Valorem Taxes | \$ 950,000 | \$ 180,000 | \$ 1,130,000 |
| | Interest | 75,000 | - | 75,000 |
| | Fund from Reserves | 3,138,599 | - | 3,138,599 |
| Total Revenues and Reserves | | \$ 4,163,599 | \$ 180,000 | \$ 4,343,599 |
| Expenditures: | | | | |
| | Professional Services | \$ 220,000 | \$ - | \$ 220,000 |
| | Audit Services | 5,500 | - | 5,500 |
| | Travel & Per Diem | 850 | - | 850 |
| | Other Charges (& Assistance Programs) | 515,000 | - | 515,000 |
| | Books, Pubs, & Subscriptions | 1,170 | - | 1,170 |
| | Training | 450 | - | 450 |
| | Capital - Improvements | 3,420,629 | 180,000 | 3,600,629 |
| Total Expenditures | | \$ 4,163,599 | \$ 180,000 | \$ 4,343,599 |